

AGREEMENT

between the

WASHINGTON CENTRAL EDUCATORS UNION

and the

EDUCATIONAL SUPPORT PERSONNEL OF

Berlin, Calais, Doty, East Montpelier, Rumney and U-32 Middle/High School

and the

**WASHINGTON CENTRAL UNIFIED UNION SCHOOL
BOARD**

July 1, 2026 through June 30, 2029

Table of Contents

ARTICLE 1	RECOGNITION	3
ARTICLE 2	DEFINITIONS	3
ARTICLE 3	RIGHTS OF THE PARTIES	6
ARTICLE 4	FAIR PRACTICES	7
ARTICLE 5	DUES DEDUCTION	8
ARTICLE 6	INDIVIDUAL CONTRACT RENEWAL	8
ARTICLE 7	EVALUATIONS AND DISCIPLINE	9
ARTICLE 8	REDUCTION IN FORCE	11
ARTICLE 9	CONDITIONS OF EMPLOYMENT	14
ARTICLE 10	COMPENSATION	19
ARTICLE 11	INSURANCE	21
ARTICLE 12	GRIEVANCE PROCEDURE	25
ARTICLE 13	LEAVES AND ABSENCES	27
ARTICLE 14	NOTICE OF VACANCIES AND TEMPORARY EMPLOYEES	37
ARTICLE 15	TRANSFERS AND REASSIGNMENTS	38
ARTICLE 16	GENERAL	40
ARTICLE 17	NO STRIKE PLEDGE	41
ARTICLE 18	LABOR MANAGEMENT COMMITTEE	41
ARTICLE 19	EARLY RETIREMENT OPTIONS	41
ARTICLE 20	ACKNOWLEDGEMENT OF ARBITRATION	42
ARTICLE 21	DURATION OF AGREEMENT	42

APPENDIX A	PUBLIC SCHOOL EMPLOYEE HEALTH BENEFITS
APPENDIX B	JOB CATEGORIES AND POSITIONS
APPENDIX C	SALARY SCHEDULES
APPENDIX D1	HEALTH INSURANCE SUMMARY – ANNUAL COSTS
APPENDIX D2	HEATH INSURANCE SUMMARY – BI-MONTHLY COST

ARTICLE 1 – RECOGNITION

- 1.1 The Board recognizes the Union as the exclusive representative of permanent full and permanent part-time District Education Support Personnel (ESP) employed by the District, including custodial staff, maintenance and mechanics, office manager, administrative assistant staff, paraeducators, (including BI, PCA, pre-Kindergarten assistants and individual assistants), food service workers, assistant cook, cook and cook/food services agent. Under this agreement, all rights as a paraeducator will be extended to the Behavior Interventionists, Personal Care Attendants, pre-K assistants and individual assistants employed by the District. See job descriptions and/or Appendix B for further information.
- 1.2 The following positions are excluded from this agreement: All central office support staff, administrative assistants to the Principal, as well as lead custodian/maintenance staff.
- 1.3 **Article 1.3 refers to Appendix A, Article 1.1, which is incorporated by reference into this Agreement to the extent possible by statute.**

ARTICLE 2 – DEFINITIONS

- 2.1 **Board:** The corporate governing body of the Washington Central Unified Union School District.
- 2.2 **Administrator:** A person employed by the Board, the majority of whose time is assigned to administrative, managerial or supervisory duties and who is employed as a superintendent, assistant superintendent, principal, assistant principal, coordinator, or director.
- 2.3 **Category:** A broad grouping used primarily to determine pay tiers and define job movement. This agreement establishes three main categories (Category 1, Category 2 and Category 3).
- 2.4 **Position:** A position refers to the specific job title or role that an employee holds within a given Category.
- 2.5 **Educational Support Professional (ESP/Employee):** A person employed by the Board in the bargaining unit who is not employed as a licensed teacher, department director, department head or lead custodian/maintenance, excluding the positions identified in 1.2

of this Agreement.

a. **Paraeducator:** Works under the direction of a licensed professional to support and maximize student learning across school and community settings. Includes:

- i. **General Paraeducator:** Any paraeducator who is not assigned as a 1:1, BI, or PCA
- ii. **One-on-one (1:1):** Any paraeducator assigned to work individually with a student whose individual plan (IEP or 504) requires 1:1 support across settings. The 1:1 will support the student in any one or combination of the following needs: Academic, behavioral, personal, social/emotional or mechanical (speech/language/hearing devices, specialized equipment, etc.)
- iii. **Behavior Interventionist (BI):** The BI's primary role is to implement an individualized student plan (IEP or 504) that includes a coregulation and/or behavior plan developed by the student team and documented in the IEP/504. The BI will support the student across school and community settings
- iv. **Personal Care Attendants (PCA):** A PCA directly supports students who are in need of activities of daily living as required and documented in an IEP or 504.

b. **Compensation**

- i. Paraeducators assigned as 1:1, BIs or PCAs will be provided relevant training
- ii. Upon assignment as a 1:1, BI or PCA-employee shall be compensated at the Category 2 Rate (per Appendix C) when serving in the role.
- iii. If the position is no longer required due to change in a student's enrollment or program, the BI, PCA, or 1:1 will be reassigned to an available General paraeducator position. Should that not be possible, article 8.3 will be enforced.
- iv. The employee will be provided with a two-week notice, at which time the employee will revert to a Category 1 pay rate if they are no longer assigned in a Category 2 position

Category	Position
1	General Paraeducator Custodian Food Service Workers/Assistant Cook
2	Behavior Interventionist Personal Care Assistant (PCA) 1:1 Paraeducator Food Service Agent Administrative Assistant
3	Office Manager/Bookkeeper Maintenance & Mechanic

2.6 **Negotiations:** The process of meeting, conferring, consulting and discussing in good faith for the purpose of reaching an agreement as to matters of salary, related economic conditions of employment, grievance procedures, and other mutually agreed upon subjects not in conflict with laws or statutes of the State of Vermont.

2.7 **Days:**

- a. Unless otherwise specified, "days" shall mean school days when school is in session, and weekdays when school is recessed for the summer.
- b. Maintenance mechanics and custodians may have a 40-hour workweek that will be scheduled as needed Monday through Saturday.

2.8 **Singular:** Whenever the singular is used in this Agreement, it is to include the plural.

2.9 **Full-time Employment:** Forty (40) hours per week constitutes full-time employment for a full year ESP; thirty-five (35) hours per week constitutes full-time employment for a school year ESP. ESPs regularly scheduled to work at least thirty- five (35) hours per week are eligible for full-time employment benefits.

2.10 **Designee:** Whenever the term “Board”, “Superintendent”, “Principal” or “Union” is used herein it shall be understood that the term includes any person acting as the designee or agent of such entity or official, unless otherwise precluded by this agreement.

- 2.11 **School District:** Washington Central Unified Union School District comprises Berlin Elementary School, Calais Elementary School, Doty Memorial School, East Montpelier Elementary School, Rumney Memorial School and U-32 Middle and High School.
- 2.12 **Prorated:** If an ESP works part-time or does not work a full contract year, benefits are prorated based on their contract percentage as compared to the full-time ESP position. Please see your school's Principal's Administrative Assistant for your exact paid leave and professional development amounts.

ARTICLE 3 – RIGHTS OF THE PARTIES

3.1 Rights of the Union

- a. The Union shall have the right to use such facilities and equipment as is normally located for ESPs' use within the schools and school technology equipment. Such use of facilities or equipment shall be at unassigned times and upon appropriate request to the principal or designee; however, such use shall not interfere with the teaching of pupils or interrupt normal school operations.
- b. Any cost for required custodial services, or cost for repair or replacement of equipment or materials damaged by the negligent use of the equipment or facilities, will be borne by the Union.
- c. Duly authorized representatives of the Union shall be permitted to transact official business on school property at unassigned times; provided this shall not interfere with normal school operations.
- d. The Union shall have the right to use the staff workroom or lounge for the posting of notices of its activities and matters of Union concern.
- e. An ESP has the right to become a candidate for public office to the extent permitted by state and federal law.
- f. The Union may use the ESP's mailboxes and e-mail for communications
- g. The Union retains all rights granted by law.

- h. On at least an annual basis, the administration will provide the Union with a complete list, in electronic format, of all employees in the bargaining unit. This list will include the following information for each employee to the extent that the employer is in possession of such information: the employees name, job title, worksite location, work telephone number and email address, home address, personal email address, home and personal telephone numbers, and date of hire.
- i. Pursuant to 21 V.S.A. § 1738, the Union shall be permitted to meet each newly hired employee in the bargaining unit. If the employer does not conduct an orientation for newly hired employees, the Union shall be permitted to meet with the new employee for not less than 60 minutes during the new employee's regular work hours and at their regular worksite or a location mutually agreed to by the employer and the Union, within 30 calendar days from the date of hire. The new employee shall be paid for attending the meeting at their regular rate of pay.
- j. Pursuant to 21 V.S.A. § 1738, within 10 calendar days after hiring a new employee in a bargaining unit, the employer shall provide the Union with the new hires name, job title, worksite location, work telephone number and email address, home address, personal e-mail address, home and personal cellular telephone numbers, and date of hire to the extent the employer is in possession of such information.

3.2 Rights of the Board

- a. Except as specifically and directly modified by express language in a specific provision of this contract, the Board retains all rights and powers it has, or may hereafter be granted, by law. Such rights include the exclusive right to set its policy, to manage its business, to direct the working forces, to determine the number of its ESP, to determine the qualifications of its ESP, to assign ESP to jobs, to determine the hourly, daily, and weekly schedules of work, to determine the methods, processes and means of accomplishing work, and to enforce discipline for violation of rules and other misconduct.
- b. The Board may require employees to complete time reports and other employment related forms as the Board deems necessary for the proper administration of the District.

ARTICLE 4 - FAIR PRACTICES

- 4.1 The Union agrees to maintain its obligation to represent all ESP by continuing to admit persons to membership without discrimination on the basis of race, religion, creed, color, national origin, sex, gender identification, sexual orientation, political affiliation, marital status, ancestry, place of birth, age or disability, and to represent equally all ESP without regard to membership or participation in, or association with, the activities of any ESP organization.
- 4.2 The Board agrees to continue its policy of nondiscrimination against ESP on the basis of race, religion, creed, color, national origin, sex, gender identification, sexual orientation, political affiliation, marital status, ancestry, place of birth, age, disability, or membership or participation in, or association with the activities of any ESP organization.

ARTICLE 5 – DUES DEDUCTION

- 5.1 The Board agrees to the principle of payroll deduction of Union dues in amounts to be determined by the Union, on forms mutually agreed to by the parties.
- 5.2 In accordance with the date of the Agreement entered into, by and between the Board and the Union, the Union shall produce for the Board a Dues Authorization Form. The form shall have the authorized signature of the ESP, the amount to be deducted from the ESP's salary, and the date of authorization.
- 5.3 The Board shall deduct the appropriate amount of dues from the salary of any ESP beginning with the first pay period after the date of the authorized dues Check-Off Form. These deductions will be withheld using the same dates as the payroll dates.
- 5.4 The Board shall pay to the Union on a monthly basis all dues properly collected.

ARTICLE 6 – INDIVIDUAL CONTRACT RENEWAL

- 6.1 The Board shall issue an individual employment contract to the ESP of the bargaining unit annually. Contracts for the following school year shall be issued on or before May 1. All individual contracts shall be subject to the reduction in force provisions of this Agreement. ESP will return their signed individual employment contracts on or before June 1. An ESP

may request an extension of the return date by written request to the Superintendent made prior to the date the signed contract was due.

- 6.2 If an ESP wishes to resign a position, they shall notify the Principal, in writing, giving at least ten (10) days' notice thereof. Once an ESP has tendered their resignation, either verbally or in writing, it may only be rescinded with the approval of the Superintendent. Verbal resignations will have a 24 hour reconsideration period.

6.3 Probation Period

- a. The probation period begins on the first day of work.
- b. All new ESP will serve a three-month probationary period with an evaluation at the culmination of the three-month period. If necessary, the ESP will serve an additional three-month probationary period with written notification. An additional three-month probationary period may be added by the Administration with written notice if necessary.
- c. No ESP who has successfully completed the probationary period shall be disciplined, suspended, dismissed, or reprimanded without just and sufficient cause.
- d. Prior to the dismissal of an ESP during the probationary period, the ESP has the right to have a review with the supervisor, an administrator and a Union representative. The ESP may waive this right.
- e. If an ESP is dismissed during the probationary period, the reason for the dismissal will be documented. Such action by the Board shall not be made the subject of a grievance under this Agreement.

ARTICLE 7 – EVALUATIONS AND DISCIPLINE

- 7.1 The purpose of evaluation is to maintain a competent qualified staff and to promote its continuing development.
- 7.2 Newly hired ESP will be given a copy of their job description, the current ESP collective bargaining agreement, and the current evaluation rubric for their position upon initial employment, if requested. ESP contracts will also indicate where that information may be

found online. ESP will receive copies of the revised job description when it changes. A meeting will happen between the ESP and supervisor to revise and/or discuss the job description if it no longer accurately reflects the position for said calendar year.

7.3 Supervision should be ongoing with constructive feedback given whenever it is needed to help the ESP to perform to the best of their ability. A written evaluation will be given as follows:

- a. Evaluations for all ESP will be completed by April 1 of the current school year in which the evaluation is due. A standard evaluation form will be used.
- b. Evaluations for Pre-Kindergarten Assistants, Paraeducators, Individual Assistants, Academic Coordinators and Behavior/Personal Care Attendants will follow the process articulated in the District wide Paraeducator Supervision and Evaluation: Evaluation and Reflection checklist, to include use of the Focused Assistance/Improving Current Practice document, as amended from time to time. At least annually, there will be a meeting of the Union and Administration, with equal representation, to review the evaluation process and forms.
- c. ESP will be evaluated by a single supervisor; however, the evaluator may seek out and incorporate feedback about the ESP's performance from other school employees who interact with the ESP on a regular basis. The identity of other school employees whose feedback is sought and incorporated into the ESP's evaluation shall be made known to the ESP. The ESP being evaluated may identify other staff that shall be consulted during the evaluation process. Supervision, evaluation and goal setting will be based upon procedures developed by the administration; evaluation and goal setting, however, will not occur in the same year.
- d. Paraeducators and Behavior/Personal Care Attendants with less than two years' experience in the District will be evaluated annually based on the current evaluation instrument. Paraeducators and Behavior/Personal Care Attendants with two or more years of experience in the District will be subject to formal evaluation of their performance every other year, unless there is a reason to place the Paraeducator or Behavior/Personal Care attendant on a focused assistance plan. In the alternating years

the Paraeducator and Behavior/Personal Care Attendants will participate in the goal setting and self-reflection process.

- e. If an ESP receives an unsatisfactory evaluation, the ESP can ask for a review by an Administrator other than the person who prepared the unsatisfactory evaluation. The ESP shall have the right to have a Union Representative present at any supervisory meetings relating to this evaluation process.
- f. It is agreed that ESP will not be expected to use non-contracted hours to achieve school year goals.

7.4 Discipline Procedures:

- a. First offense: A verbal warning will be given to the ESP.
- b. Second offense: Either a verbal warning with documentation or a written reprimand will be given, depending on the seriousness of the issue. The document will be placed in the ESP's official personnel file.
- c. Third offense: A written reprimand will be given and it will go into the ESP's official personnel file.
- d. Fourth offense: ESP will receive an unpaid suspension or be subject to termination, depending on circumstances.

While the employer will normally follow progressive discipline, the employer reserves the right to bypass any or all steps of the discipline procedure, and reserves the right to impose any level of discipline it deems appropriate to the situation, provided that there is just cause for the discipline.

A written reprimand is good for one year provided there is no re-occurrence of the conduct at issue. After a year, the written reprimand would drop back to a level 2 offense (verbal warning with documentation). The written reprimand will stay in the file for seven (7) years, at which time the written reprimand will be removed at the request of the ESP.

ARTICLE 8 – REDUCTION IN FORCE

- 8.1 In the event that a reduction in force is deemed necessary by the Board, the president of the Union shall be notified within five (5) days of when the Board took this action.

8.2 Reduction in force shall first be accomplished by staff turnover whenever possible.

a. ESP will have reduction in force rights in their current position within the District. If ESP turnover does not eliminate the need for a reduction in force, the ESP with the least seniority in the affected position shall be laid off, provided that remaining ESP are qualified to perform the work. However, a more senior ESP may be laid off before a less senior ESP if the administration can show that there is a demonstrably significant difference in training, knowledge, experience and performance between that senior ESP and each less senior ESP of those employed in the position. The administration will bear the burden of demonstrating “significant difference” in training, knowledge, experience and performance. In the event that the administration elects to lay off a more senior ESP under this provision, the administration will notify the employee in writing by no later than April 1. Written notice will include the administration’s rationale for circumventing seniority along with supporting documentation. The impacted ESP will have the right to appeal the administration’s decision before the Board. An ESP electing to exercise their appeal must send written notice to the Board Chair within ten (10) days of receiving notice of lay off. ESP will have the right to Association representation during their appeal. The Board will meet to hear the appeal and render a decision by the last day of April. Seniority will be followed when training, knowledge, experience and performance are equal.

(1) For purposes of this Article, seniority within the District will be computed from the beginning of the ESP’s most recent period of continuous employment within the District in the job classification. This period of continuous employment will begin to accrue as of the first day worked for the District. Seniority will be determined by the first day of work. If it is equal, it will be determined by the date the ESP signed the contract with the District. In the event an ESP accepts a bargaining unit position in a different classification within the District they shall begin to accrue seniority in the new classification, but shall retain their former seniority in the previous classification, which shall be restored to them in the event the ESP returns to a position in the previous classification within the District without a break in service.

- (2) The provisions of this sub-section shall become applicable at such time as the Superintendent provides Special Education and other remedial services as required by Act 153 or 46, as may be amended. All Paraeducators and Behavior/Personal Care Attendants covered by this Agreement, either currently or as a result of compliance with Act 153 or 46 (as may be amended) shall become employees of the District. For purposes of this Article, seniority among Paraeducators and Behavior/Personal Care Attendants employed by the District will be computed from the beginning of the Paraeducator's and Behavior/Personal Care Attendant's most recent period of continuous employment in the position within the District. This period of continuous employment will begin to accrue as of the first day worked for the District. Seniority will be determined by the first day of work. If it is equal, it will be determined by the date the Paraeducator or Behavior/Personal Care Attendant signed the contract with the District. The positions covered by this section and the use of the general term 'paraeducator' shall include Paraeducators, Individual Assistants, Pre-Kindergarten Assistants, Behavior Interventionists and Personal Care Attendants.
- b. Upon an ESP changing positions within the District, due to RIF or Recall from RIF, all of the ESP's leave benefits shall carry forward to the ESP's new job/position, insofar as the new position has comparable benefits; otherwise, leave would be handled as if the ESP separates from employment with the District.
 - c. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, or by layoff, but such time will not be counted in computing seniority.
 - d. Seniority in the District will be established annually as of February 1 for the preceding fiscal year.
 - e. ESP regularly scheduled to work at least thirty-five (35) hours per week accrue seniority on a full-time basis; ESP regularly scheduled to work less than thirty-five (35) hours per week accrue seniority on a pro-rata basis.
 - f. When seniority is equal, input from evaluations and recommendations by immediate supervisor will be taken into consideration and the Superintendent will make the final

decision.

- 8.3 An ESP hired to work specifically with an individual student may be laid off with two weeks' notice in the event the student moves, transfers, or there is a change in the student's Plan so that the individual ESP is no longer required. An ESP so notified may apply for any open bargaining unit position within the District for which they are qualified, and shall be given preference in the filling of the position. The ESP will be made aware of this clause at the time of hire and/or assignment to the position.
- 8.4 If there is a vacancy in a negotiating unit position within the District, laid off ESP who are currently qualified to perform the work in the position and who were laid off will be recalled in seniority order. Laid off ESP shall retain the right to recall for a period of two (2) years beginning September 1 following the effective date of layoff. Notice of recall will be given by certified mail to the last address given to the Board by the ESP. A copy of the notice of recall will be given to the Union. If an ESP refuses a recall one time to a position with comparable pay and FTE or does not respond within the 12-day period, the ESP will be removed from the 2-year recall list.
- 8.5 In the event that the laid off ESP is unable to obtain other group health insurance, the Board shall permit the ESP to continue in the current medical insurance plan under COBRA at the group rate which the school District pays, provided this does not conflict with the insurance carrier's regulations.

ARTICLE 9 – CONDITIONS OF EMPLOYMENT

- 9.1 Work Year: The work year for all school year ESPs shall consist of all student contact days, and such other days as may be deemed necessary for in-service training, professional development or other activities required by the District.
- a. For full-time employees the number of work days and the number of hours scheduled for each work day shall be as outlined in Appendix B.
 - b. Part time ESP may be scheduled to work fewer days per school year or fewer hours per day. The number of hours scheduled for each work day shall be included in each ESP's individual contract.
 - c. In the event an employee is asked to work additional days beyond the contracted work

year the employee shall be compensated at their regular rate when the duties are a continuation of the contracted school year duties.

- d. An ESP's contract shall specify the primary location(s) of the work assignment(s).
- e. By mutual agreement of the employee and the Superintendent a flexible work schedule could be developed. This will include the possibility of job sharing a position.
- f. All school-year employees shall be notified by August 1, which days will be schedule for in-service.
- g. In-service days will be the same across the District.

9.2 **Additional Time:** Any additional hours or days beyond contract requested by the Administration shall be scheduled at a mutually agreed upon time and shall be paid at the ESP's hourly rate. If the paraeducator is in need of additional planning time within the school day, the paraeducator will consult with the administrator/supervisor on more options.

9.3 **School Closing:** When schools are closed due to severe weather conditions or circumstances other than a declared emergency, the ESP, with the exception of custodians and 12-month ESPs, will not be required or requested to work on that day. Should the dismissal time at the end of the school day be altered in response to emergency conditions, including but not limited to snow conditions, the workday for ESP, with the exception of custodians and maintenance mechanics and 12-month ESPs (see Sub-sections 9.3 a and c), will end upon departure of all the buses. A contract day is fulfilled when the early release or late start is counted as a student day.

- a. A supervisor may require certain ESP to work as needed during late start, early release or school closing. ESP who are required to work while other ESP in the same position are released will receive compensation for the extra time, paid as either straight time (1.0 hourly rate) or overtime (1.5 hourly rate), as applicable.
- b. For 12-month ESP, if the Washington Central Unified Union School District Central Office is closed due to severe weather conditions, schools will also be considered closed. The contract day will be considered fulfilled and the ESP will not have to work the remaining hours to receive a day's pay. Any time the Principal sends ESP home due to emergency conditions, the ESP will be paid for the remainder of the hours they

are scheduled to work.

- c. If a 12-month ESP reports to work and the school is subsequently closed due to inclement weather or other circumstances, the Principal or designee may authorize the supervisor(s) of such ESP to release them from further work obligations that day without loss of the full day's pay.

9.4 **Mileage**

- a. Transportation costs authorized in writing, and incurred in connection with the school program will be reimbursed at the rate established by the IRS at the rate current at the time of the transportation.
- b. An employee who is transferred between schools during the school year will be compensated until the end of the school year, or until the employee is transferred back to their original location, for any additional mileage traveled between the employee's home and the new work locations which exceeds the mileage the employee would normally travel between home and the original work location. Reimbursement shall be at the prevailing IRS mileage rate.

9.5 **Calendar:** The Superintendent shall consult with the Union representatives regarding the school calendar. This will align with the new Teachers' Contract.

9.6 **Biweekly Payment:** Effective July 1, 2026, ESPs on permanent contract will receive 26 (twenty-six) substantially equal payments, unless an employee requests in writing to receive 22 (twenty-two) substantially equal payments. An employee who wishes to receive 22 (twenty-two) substantially equal payments, shall notify the District by June 1. The employee's request for 22 (twenty-two) substantially equal payments shall remain in effect until the employee provides written notification to the District to receive 26 (twenty six) substantially equal payments. Elections for changes must be made by June 1st of each year for the following school year and cannot be altered during the school year. ESP will have direct deposit in a savings or checking account, and will execute applicable authorization to implement direct deposit. Copies of paystub information will be sent via email with a downloadable PDF for employee records. All summer biweekly salary payments for those receiving 26 (twenty-six) pays, will be distributed on or before the last scheduled work day. The final paycheck for the month of June will be issued in

the normal payroll cycle.

- 9.7 **Deductions:** Upon request by the individual ESP's, payroll deductions in the following areas will be honored:

Section 125 – pretax cafeteria plan:

- Premium Expense Reimbursement Account (Health and Dental)
- Dependent Care Flexible Spending Account
- Health Flexible Spending Account (“FSA”)

The specific terms of the various Reimbursement and spending accounts identified above can be found in the Section 125 Cafeteria Plan documents, which shall govern in the event of any discrepancy or ambiguity.

403(b) Investment Accounts with Vendor(s) as agreed per plan document
Computer Purchase Program
Education Union dues

- 9.8 **Workday, duty free lunch:** The workday for each ESP shall be determined by the Board annually at the time individual contracts are issued. The workday for all staff employed at least five (5) hours per day shall include a paid, 30 continuous minute duty-free lunch, to be scheduled between 10:30 a.m. and 12:30 p.m. at U-32, and during the time the cafeteria is open for lunch at the elementary schools. Food service employees and evening custodians will schedule their 30 continuous minute duty-free meal upon mutual agreement with their supervisor.

- 9.9 **Professional Development:** Prepayment or reimbursement shall be made to an ESP for professional development activities such as trainings, workshops, conferences, and courses related to the improvement of their current work. Professional development activities require pre-approval from the principal or designee. Each ESP is eligible for professional development activities up to an amount equivalent to four (4) CCV credits per year related to the improvement of their current work. Required professional development activities will count towards this total.

9.10 Retirement:

- a. Any ESP may make a voluntary deposit of their own funds to a 403(b) Pretax Retirement Fund via payroll deduction. The allowable amount of such deposits may be limited by the terms of the retirement plan or by IRS Regulations.
- b. The Union and the Board agree to maintain a 403(b) retirement plan for the benefit of the ESP employed by the District. For each full-time ESP hired before 7/1/2019 who has been employed at least two (2) years the Board contribution to this Plan shall be aligned with the contribution announced by the Vermont Municipal Employee Retirement System Plan B for the fiscal year. Once the account is established, the contribution will be deposited each pay period to the account of that ESP. All such employer contributions shall become immediately vested in full. (Only one employer match allowed, either 403(b) or VMERS, but not both).
- c. Employees hired beginning July 1, 2019, are required to participate in the VMERS retirement plan B with the board contribution announced by the Vermont Municipal Employee Retirement System Plan B for the fiscal year.
- d. ESP employees hired before July 1, 2019 have the option to participate in (9.10b) 403(b) retirement plan or (9.10c) VMERS retirement plan B.
- e. Rumney ESP employees hired before July 1, 2019 and participating in VMERS retirement plan A with the Board contribution announced by the Vermont Municipal Employee Retirement System Plan B for the fiscal year.

9.11 Miscellaneous Benefits:

- a. All ESP shall have the right to ride the school bus, subject to space availability. The ESP will show valid school ID or a signed note from the principal or designee.
- b. The cost of any physical or medical examination required by the District or by State law shall be paid for by the District.
- c. The District shall provide six (6) uniform shirts, with replacement as needed, for all custodial, maintenance and cafeteria ESP. These will be gender specific and in a fabric that is approved by a majority of these employees. A group purchase with the school logo will be made by the District. Uniforms will be maintained by the employee and

are required to be worn while on duty. All custodial, maintenance, and cafeteria ESP will be provided one (1) pair of job performance appropriate footwear (as determined by their supervisor) annually. The footwear will be available through a selection of footwear provided by a District approved vendor. This footwear will become part of the District uniform.

- d. A mutually agreed upon dress code will be developed with ESP representation and School Administration.
- e. All newly hired ESP shall be reimbursed the cost of their pre-employment criminal background check following one (1) year of employment. Reimbursement to the staff member will be made in the first payroll period of November following one (1) year of service.
- f. Elementary Paraeducators and Behavior/Personal Care Attendants will be provided with an electronic device to perform professional duties.

9.12 **Background checks:** The Superintendent reserves the right to conduct criminal record checks and to review applicable data banks for information relating to substantiated charges of neglect or abuse to the extent allowed or required by law. Employees and applicants for employment will execute such authorizations as may be necessary to accomplish that objective.

Notwithstanding any other provision of this Agreement the Board may issue a conditional contract of employment to an applicant subject to receipt of the applicant's criminal records check and/or substantiation of abuse from the Vermont Child Protection Registry, the Vulnerable Adult Registry or the Sex Offender Registry. The Parties agree that if an applicant is discovered to have a criminal record, or a substantiated case of neglect or abuse, the conditional contract may be terminated, and in that event the applicant shall have no further rights under this Agreement.

9.13 ESP may be reassigned to other duty by their supervisor provided they have the training needed.

9.14 **Crime and Fidelity Insurance:** An ESP required to be responsible for cash processing will be covered under the District's Crime and Fidelity Insurance. Any ESP required to

make bank deposits shall be allowed to do so during the workday, and will be fully compensated for travel pursuant to the provisions of Section 9.4 herein, to be paid on a monthly basis.

- 9.15 **Staff Safety:** When a staff member experiences/witnesses an immediate threat of serious harm or violence and it is reported, a supervisor/administrator or designee shall consult with the staff member within one (1) day to determine if they require assistance. If the staff member requires further support, they will consult with the supervisor/administrator or designee on more options.

ARTICLE 10 – COMPENSATION

- 10.1 During the school year beginning July 1, 2026 through June 30, 2029, the hourly rates for staff members employed under this Agreement by the WCUUSD Board of Directors shall be as set forth in Appendix C.

10.2 Salary Placement

- a. The superintendent has the authority to place each new ESP on the salary schedule based on the ESP's comparable prior education and experience, but not higher than a current ESP employed in the same category within the District with like experience.
 - b. ESP's who are hired with previous experience in the District shall receive credit for that experience.
 - c. The Union will be notified prior to the creation of any new position. Upon request, the administration will meet with representatives of the Union to discuss the proposal.
- 10.3
- a. Overtime will be paid for hours actually worked over 40 (forty) hours per week. The Board retains the right to schedule assigned overtime work to full year and extended school year ESPs. The Board will first seek qualified volunteers for additional work, and will offer the work in seniority order to qualified employees. In the event no employee accepts the additional work offered, the employer may require the least senior qualified employee to perform the work.
 - b. All ESP shall receive one paid 15-minute duty-free break period, which is not to be used to extend lunch. The 15-minute break for ESP who work directly with students

shall be scheduled by administration, and shall not be scheduled during the first or last 30 minutes of the student day, unless by mutual agreement between ESP and administration. Employees who work less than three (3) hours per day shall not be entitled to the 15-minute break.

- c. Changes in the academic daily schedule or school year calendar may be grounds for opening up this section of the contract.
- d. Any shift change will be mutually agreed to by the respective ESP and their supervisor.

ARTICLE 11 – INSURANCE

11.1 Health Insurance

Pursuant to 16 V.S.A, Chapter 61, health insurance benefits and coverage, including any HRA's or HSA's established to supplement health insurance benefits, are governed exclusively by the Statewide Agreement in Appendix A of this Collective Bargaining Agreement. Any successor Statewide Health Insurance Agreement shall control upon its effective date. These restrictions do not apply to stand-alone vision and dental benefits, including HRA's or HSA's established solely for those benefits.

Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible, co- payment or co-insurance expenses required by the Plan selected. There shall be no payments caps on a "per participant" basis other than the maximum HRA contribution made by the District.

Payments for eligible OOP charges incurred will be made automatically to the Provider.

The WCUUSD Flexible Benefits Plan document will allow employees to roll over funds from one calendar year to the next to the extent allowed by law. Unspent funds in the District's HRA will not roll over or accumulate from year to year, but will revert to the District, subject to a ninety (90) day run out period.

Any substantive or procedural issue related to the operation or administration of the HRA Plan not specified herein is left to the discretion of the District. The Board will be responsible for the administrative costs of operating the HRA plan.

(1) In cases where ESP who are either married to each other or are civil union partners and are both employed under the terms of this agreement, one ESP shall select primary coverage and the other shall be covered as a dependent.

(2) All premium rebates received will be divided and distributed between the District and the ESP's employed thereunder based on the respective percentage of premiums paid by each party.

(3) Employees can convert employee-paid health and dental insurance premiums, deductibles, co-payments, co-insurance and uninsured medical and dental expenses to pre-tax expenses in the WCUUSD Flexible Benefits Plan. The setup and maintenance costs for said plan will be borne by the Board. ESP's shall pay their share of health and dental insurance premium costs through the WCUUSD Flexible Benefits Plan established for that purpose.

(4) ESP eligible for health insurance benefits who neither elect coverage nor receive coverage as a dependent shall receive thirty-five hundred dollars (\$3,500.00) in addition to their salary, provided the ESP demonstrates proof of health insurance coverage for the ESP and their dependents from another source.

(5) Effective January 1, 2021: A ESP's domestic partner and/or the children of that domestic partner is considered a dependent for the purpose of health insurance benefits under this Agreement. An ESP seeking to obtain health insurance benefits for their domestic partner shall satisfy the following criteria and submit the attached affidavit, signed by both parties, to the district business office. The monetary value of the health benefits provided to ESPs on behalf of their domestic partner may constitute taxable income and the ESP receiving the value of such benefits is solely responsible for any resulting tax liability. The following criteria must be met:

(a) The ESP and the domestic partner are each other's sole domestic partner and have been in an enduring domestic relationship sharing a residence for not less than six (6) consecutive months before enrolling in the district's health insurance plan; and

(b) The ESP and the domestic partner are³ at least eighteen (18) years of age or older; and

(c) Neither the ESP nor the domestic partner is married to anyone; and

(d) The ESP and the domestic partner are not related by blood closer than would bar marriage under Vermont Law; and

(e) The ESP and the domestic partner are competent to enter into a legally binding contract; and

(f) The ESP and the domestic partner have agreed between themselves to be responsible for each other's welfare.

(g) Children of a ESP's domestic partner are eligible for coverage hereunder provided that they meet the eligibility criteria for dependent children under the eligibility provisions for school health benefit coverage; the child or children can be claimed as a dependent by the ESP and/or the domestic partner for federal income tax purposes; the child or children reside with the ESP and the domestic partner; and the ESP and the domestic partner have agreed between themselves to be jointly responsible for the child or children's welfare.

11.2 Insurance Benefits for Part-time ESP

Effective January 1, 2021: A ESP employed under this Agreement shall receive pro- rated insurance benefits if he/she is contracted to work at least 17.5 hours a week. The Board will pay a percentage of the premium amount the Board would have contributed on behalf of a full-time ESP for the plan selected, pro-rated to the part- time ESP's full-time equivalency, and the ESP shall pay the remainder. The Board HRA or HSA contribution shall be paid in full, and shall not be subject to pro-ration.

- 11.3 a. In the event that an ESP covered by this Agreement is disabled as a result of a serious illness causing continuous absence, the Board agrees, upon the submission of proper medical certification, to pay the Board's share of continued participation in the health insurance plan for up to three (3) months after the ESP's sick leave is used up. This benefit shall be concurrent with any rights or benefits for which an ESP may be eligible under the Vermont Parental and Family Leave Law or Federal Family Medical Leave Act (FMLA). The Board also agrees to allow the ESP to remain in the group policy if they choose and pays their own premium to the maximum period provided by law, provided this does not

conflict with the insurance carrier's regulations.

b. Upon the death of an ESP who has health benefits, the District will continue to pay its share of the premium for two-person or family benefits for 90 days after the death of the employee.

11.4 **Dental Insurance:** The Board agrees to hold a Master Policy for a dental insurance plan, and it will absorb the administrative costs, including any payroll deduction of premium costs, for such a plan. The Board shall pay one hundred percent (100%) of a single membership for full-time ESP employed at WCUUSD. If any ESP chooses to add one or more dependents, they shall pay any additional costs over a Single membership. Coverage for ESP not previously included under the terms of the dental plan will begin in the first full month following ratification of this agreement, or at such later date as may be consistent with the regulations of the insurance carrier.

11.5 **Workers' Compensation:** All ESP will be covered by Workers' Compensation Insurance as a protection against personal injury while on duty.

11.6 **Disability Insurance:** The Board agrees to provide group long term disability ("LTD") insurance coverage to all ESP who are scheduled to work at least 24 hours per week on a regular basis. Disability coverage will begin after meeting the eligibility requirement for receiving benefits under the disability plan as determined by the disability insurance carrier. The LTD Plan will include a ninety (90) calendar day elimination period. The benefit will cover sixty-six and two-thirds percent of monthly earnings with a maximum benefit of \$6,000 per month. The current LTD Plan includes a \$10,000 employee life insurance benefit.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.1 **Definition.**

a. Any claim by the Union or an ESP that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, or a violation of its or their right to fair treatment, shall be a "grievance." However, grievances, with respect to any matters that are not a specific part of this Contract, shall not be subject to resolution by arbitration, and the resolution of such non-contractual matters shall not be deemed to establish

precedent.

- b. Grievant: The person or persons making the claim.
- c. Time Limits: All the time limits consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter may be resolved before the close of school or as soon as possible thereafter. School days for purposes of the grievance procedure shall mean ESP employment days.
- d. Union Representation: At least one (1) Union representative shall have the right to be present for any meetings, hearing, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing contained herein will be construed as limiting the right of any ESP having a grievance to discuss the matter informally with their supervisor and having such grievance adjusted without intervention of the Union; provided, the Union has been notified of the adjustment and the adjustment is not inconsistent with the terms of this Agreement.

12.2 **Procedure.** A grievance shall be in writing and it shall specify the issue being grieved, the provisions of the Agreement which have been violated, and the remedy requested. No grievance shall be given formal consideration unless it is filed at Step 1 within thirty (30) days after the grievant had knowledge, or should have had knowledge, of the occurrence that gave rise to the grievance.

Step 1--The ESP or the Union may present the grievance, in writing, to the Principal who will arrange for a meeting within five (5) days after receipt of the grievance. The Union's representatives have the right to attend the meeting. The Principal must provide the grievant and the Union with a written answer on the grievance within three (3) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2--If the grievance is not resolved at Step 1, then the Union shall have the right to refer the grievance to the Superintendent, or their official designee, within six (6) days after the Step 1 meeting. The Superintendent shall arrange for a meeting with the representatives of the grievant to take place within five (5) days of their receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide them written decision to the Union.

Step 3--Arbitration--If the Union is not satisfied with the disposition of the grievance at Step 2, or the Step 2 time limits expire without the issuance of the Superintendent's written answer, then the Union may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Union which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date for the Step 2 reply, then the grievance will be deemed withdrawn.

- 12.3 Neither the Board nor the Union will be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party during this grievance procedure.
- 12.4 The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as they judge to be proper.
- 12.5 Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Union will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full costs for that transcript. Should both parties order a transcript then the cost of the two transcripts will be divided equally between the parties.
- 12.6 The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance.
- 12.7 No reprisals of any kind will be taken by the Board or by the school administration against any ESP because of their participation in the grievance procedure.
- 12.8 The Board and the Administration will cooperate with the Union in the investigation of any grievance, and, further, will furnish the Union with such information as is requested for the processing of any grievance. Should any new information be uncovered during an investigation, the parties may agree to remand the grievance to a previous step of the procedure for further consideration. Should the investigation or processing of any grievance require that an ESP or a Union representative be released from their regular assignment, they shall be released without loss of pay or benefits.
- 12.9 All documents, communications and records dealing with the processing of a grievance

will be filed separately from the personnel files of the participants.

- 12.10 A grievance may be withdrawn at any level without establishing precedent.
- 12.11 There shall be only one official personnel file, and this file shall be maintained in the superintendent's office. Upon reasonable request and at non-working times an employee may review the contents of their personnel file, and may receive a copy of such documents at their expense. A Union and/or administration representative may be present during such review. For convenience, a copy of the ESP's personnel file may also be maintained in the principal's office.

ARTICLE 13 – LEAVES AND ABSENCES

- 13.1 **General:** Leave for ESP as provided in this article is earned and taken on a pro-rata basis, consistent with the full time schedule for the employee's position.
- 13.2 **Holiday:** Holidays for ESP who work twelve (12) months shall be as follows: Labor Day, Veterans' Day, Thanksgiving Day, and the Friday following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Town Meeting Day, Memorial Day, Juneteenth, Independence Day, and Bennington Battle Day. Holidays which fall on Saturday shall be celebrated on Friday, and holidays which fall on Sunday shall be celebrated on Monday. The Administration may require some or all ESP to work on a holiday, in which case the ESP shall be paid at their regular rate and shall also receive a "floating holiday" to be used at a mutually agreeable time within the next twelve months. The Administration shall give at least two (2) weeks prior notice to any ESP required to work on a holiday; an ESP may be excused from work on a holiday for good cause shown, provided that the ESP notifies the administration at least one week prior to the holiday in question.
- 13.3 **Sick Leave:**
 - a. Newly hired ESPs in their first two years of service to the district shall be credited with twenty (20) days of sick leave without loss of pay each school year. Thereafter, each ESP shall be credited with fifteen (15) sick leave days annually. Unused sick leave may be accumulated to a maximum of 720 hours (8 hour position) or 630 hours (7 hour position).

- b. When the effective date of employment is after the beginning of the work year, the ESP shall be given a pro-rata allowance of sick leave for the remainder of the year based on the number of workdays remaining in the school's fiscal year for that ESP.
- c. An ESP who leaves part way through the contract year will receive a prorated amount of days based on the days fulfilled for their contract and will pay days used back if needed.
- d. No ESP may use more sick leave than is required to meet the elimination period provided under the long term disability plan.
- e. A doctor's certificate may be requested by the employer if the ESP's use of sick leave indicates a pattern of possible leave abuse.
- f. Leave for temporary disability related to pregnancy or childbirth shall be in accordance with Article 13, Section 13.8 of this Agreement.
- g. Definitions of "family member" per Vermont's Parental and Family Leave Act ("VPFLA") means:

Regardless of age, an employee's biological, adopted, or foster child, regardless of age; an employee's stepchild or legal ward; a child of the employee's spouse or civil union or domestic partner; or a child to whom the employee stands in loco parentis, regardless of legal documentation; an individual to whom the employee stood in loco parentis when the individual was under 18 years of age; or any individual for whom the employee provides caregiving responsibilities similar to those of a parent-child relationship;

Parent of an employee or an employee's spouse or civil union or domestic partner, regardless of whether the relationship to the employee or the employee's spouse or civil union or domestic partner is a biological, foster, adoptive, or step relationship; a legal guardian of an employee or employee's spouse or civil union or domestic partner; or a person who stands in loco parentis for the employee or who stood in loco parentis when the employee or employee's spouse or civil union or domestic partner was under 18 years of age;

A person to whom the employee is legally married under the laws of any state or a civil union or domestic partner of an employee; or a grandparent, grandchild, or sibling of

the employee or the employee's spouse or civil union or domestic partner, regardless of whether the relationship to the employee or the employee's spouse or civil union or domestic partner is a biological, foster, adoptive, or step relationship.

13.4 **Donation of Sick Leave**

Any ESP member may donate up to twenty-four (24) sick hours to any other ESP member across the District who, because of their own "serious health condition" or the "serious health condition" of a family member, with "serious health condition" being defined as an accident, disease, or physical or mental condition that: (A) poses imminent danger of death; (B) requires inpatient care in a hospital, hospice, or residential medical-care facility; or (C) requires continuing in-home care under the direction of a physician [inclusive of 21 V.S.A. §471(13)] has used all sick leave days allotted to the ESP according to the following provisions: and has used all sick leave days allotted to them according to the following provisions:

- (1) No ESP may receive more than eighty (80) donated days per year.
- (2) An ESP may receive and use up to eighty (80) donated days per year for their own "serious illness" as defined herein: provided, however, that no ESP shall be eligible to receive more sick days than are necessary for that ESP to meet the 90-day elimination period for the disability insurance program. An ESP may receive and use not more than forty-five (45) of the maximum eighty (80) donated days per year to attend to the "serious illness" of a family member as defined herein.
- (3) The recipient of donated sick leave must have exhausted their personal sick leave.
- (4) The recipient must provide a doctor's certification of medical disability for themselves or their family member at the time the request for donated sick leave is made. At the option of the Board, a second opinion may be required. If a second opinion is required by the Board, the Board agrees to reimburse the ESP based on validated receipts for any out-of-pocket expenses that the ESP incurs. This shall include co-pay, mileage if outside of a 30-mile radius of their school District, and overnight stays.
- (5) ESP may donate sick time to a member of the bargaining unit called up for duty in the armed forces as provided in Article 13, § 13.12, Military Leave, after the individual has exhausted all leave.
- (6) In the case of a serious illness of an ESP member, the recipient receiving the donation

must have made a timely application for long term disability benefits provided under this Agreement, if applicable. An ESP is not eligible to use or continue to use donated sick leave if the ESP is receiving benefits under the long term disability program provided under this Agreement.

- (7) An ESP may not use donated sick leave in order to take time off for elective medical procedures.
- (8) The process of requesting sick leave donations shall be confidential and will disclose neither the name of the requesting employee nor their location of employment.
- (9) For the purposes of donated sick leave under Article 13 the term “family member” refers to an ESP’s child, spouse or civil union (CU) partner, parent, any person the ESP has legal guardianship of, or any person domiciled with the ESP for whom the ESP is responsible.

13.5 **Family Illness:**

Up to fifteen (15) days per contract year of an ESP’s personal sick leave may be used for serious illness or a temporary disability of a member of an ESP’s immediate family.

Immediate family is defined as: spouse or civil union partner, parents/step-parents, children/step-children, foster children, siblings, current mother/father-in-law, grandparents, grandchildren, current brother/sister-in-law, current son or daughter-in-law. The school board may approve more days for family illness on a case-by-case basis.

- a. The Administration may request a doctor’s certificate regarding the health status of the family member in order to justify access to this benefit.
- b. ESP shall provide the name and relationship of the person who is sick to be eligible to use sick leave under this section.

13.6 **Paid Bereavement Leave:** Up to five (5) consecutive days may be granted for each death in the ESP’s ‘immediate family’ as defined in 13.3 (g), or in the event of a miscarriage of the employee or the employee’s spouse, civil union partner or domestic partner [as that term is defined in 21 VSA §(2)]. Nonconsecutive days are allowed for a later committal. One (1) day shall be granted for each death in the ESP’s ‘other family’ as defined below. Two (2) additional days may be granted for travel with the approval of the Superintendent, or designee.

- a. As used in this subsection, the term “immediate family” is defined as spouse or civil union partner, presents/step-parents, children/step-children, foster children, siblings, current mother/father/son or daughter-in-law, grandparents, grandchildren, current brother/sister-in-law. As used in this sub-section the term “other family” is defined as: Aunt, uncle, niece, nephew, cousins and step siblings.
- b. ESPs must provide the name and relationship of the deceased to be eligible for bereavement leave.
- c. The Superintendent or designee may approve a request for bereavement leave upon the death of an unrelated person who was in a significant familial relationship to the employee.
- d. Employees are also eligible for unpaid bereavement leave as provided by the VPFLA upon the death of a family member as defined by statute, and may use their personal accrued leave to cover any absences allowed by statute in excess of the paid bereavement leave provided herein by contract.

13.7 **Personal Leave:** Up to three (3) days per year without loss of pay shall be granted for leaves for personal, emergency, legal, business, religious, household, or family matters under the following provisions:

- a. Whenever possible, prior notice shall be given at least 24 hours in advance to the ESP’s principal or designee.
- b. Personal leave days may not be granted solely to extend a holiday weekend or school vacation period, but may be granted at such times for a purpose consistent with this section.
- c. Such leave will be in addition to any other leave provided in this Article. Unused personal leave shall not be cumulative from year to year.
- d. Up to one (1) unused personal day per year may be paid out at the employee’s regular hourly rate.

13.8 **Professional Development Leave:** The Superintendent or designee may approve leave with pay to allow an ESP to attend professional education conferences or meetings, or school visitations, or any other activity deemed to be of value to the school District.

Normally, an ESP will be expected to apply at least five (5) days in advance for professional leave. The Superintendent or designee may also approve funds to defray the cost of approved professional development activities associated with such leave.

- 13.9 **Family Medical / Parental Leave:** The family medical and parental leave provisions herein are available to ESP's employed at least 0.5 FTE, regardless of their length of service with the District. Leave hereunder shall run concurrent with any statutory family medical leave or parental leave for which an ESP may be eligible under the federal Family and Medical Leave Act (FMLA) or Vermont's Parental and Family Leave Act (VPFLA). This Article does not create additional leave entitlements for eligible employees beyond those established by statute.

a. Family Medical Leave

- (1) An ESP shall be entitled to a leave for up to twelve (12) weeks (60 working days), unpaid, during any twelve (12) month period in the case of a serious health condition [as that term is defined at 21 VSA §471(13)] of the employee or a member of the ESP's "family member" [as that term is defined at 21 VSA §471(7)]. During this period the ESP may use up to twelve weeks (60 working days) of sick leave or other accrued leave. A "serious health condition" is defined as an accident, disease, or physical or mental condition that: (A) poses imminent danger of death; (B) requires inpatient care in a hospital, hospice, or residential medical-care facility; or (C) requires continuing in-home care under the direction of a physician [inclusive of 21 V.S.A. §471(13)].
- (2) Providing care for a serious health condition does not diminish the benefit under the sick leave Article for use by the ESP themselves or in other instances of family illness, except as to the number of sick days used.

b. Parental Leave

ESP's shall be entitled to a parental leave for up to twelve (12) weeks (60 working days), unpaid, during any twelve (12) month period: (1) during the ESP's pregnancy, or following the birth of a child, or (2) following the placement of a child with the ESP for adoption or foster care. During these periods of parental leave, the ESP may use up

to twelve weeks (60 working days) of sick leave or other accrued paid leave. In the case of parental leave, an ESP who has fewer than twenty (20) accrued sick leave days may receive enough donated sick leave to cover the first twenty (20) school days of either FMLA or VPFLA.

c. Unpaid Leave

No provisions of this Article or the contractual definitions of “serious health condition” shall be determined to diminish the entitlement of any eligible ESP to unpaid leave under Vermont’s Parental and Family Leave Act (VPFLA) or under the Family Medical and Leave Act (FMLA). Leave taken under this Article shall be credited against any leave entitlement under the VPFLA or the FMLA to the full extent of the law, provided the District has notified the employee in advance of the approved leave period that said leave will be counted against their entitlement. Benefits during unpaid leave will be as mandated in the VPFLA and the FMLA for eligible ESPs.

d. ESPs requesting leave under this section shall provide supporting medical documentation as required by the District.

13.10 **Medical Certification:** In appropriate cases (i.e., where there is a reasonable basis to believe that the employee may not be fit for duty) the Superintendent may require an ESP to provide medical certification, in writing, attesting to the ESPs ability to perform the essential duties of their position.

13.11 **Safe Leave:** An ESP shall be entitled to a leave of up to twelve (12) weeks (60 working days), unpaid, for “safe leave” [as that term is defined at 21 VSA §471 (12)] during any twelve (12) month period. An employee may use their accrued paid leave to cover their absence during any period of statutory safe leave. Safe leave hereunder shall run concurrent with any statutory family medical leave or parental leave for which an ESP may be eligible under the federal Family and Medical Leave Act (FMLA) or Vermont’s Parental and Family Leave Act (VPFLA). This Section does not create additional leave entitlements for eligible employees beyond those established by statute.

13.12 **Qualifying Exigency Leave (as defined by 21 VSA §§ 470 et seq.):** An ESP shall be entitled to a leave of up to twelve (12) weeks (60 working days), unpaid, for a qualifying

exigency as set forth in 29 C.F.R. § 825.309 that is related to active duty service by a family member in the U.S. Armed Forces. An employee may use their accrued paid leave to cover their absence during any period of qualifying exigency leave. Qualifying Exigency Leave hereunder shall run concurrent with any statutory Qualifying Exigency Leave or parental leave for which an ESP may be eligible under the federal Family and Medical Leave Act (FMLA) or Vermont's Parental and Family Leave Act (VPFLA). This Section does not create additional leave entitlements for eligible employees beyond those established by statute.

13.13 Extended Leave of Absence: An unpaid leave of absence for a term not to exceed one (1) academic year [except as modified in accordance with Section 13.8] shall be granted upon the request of an ESP for reasons of pregnancy; child care, if the leave is requested immediately after birth or adoption; or personal illness. The Board, at its discretion, may grant an extended leave of absence for other purposes including, but not limited to, professional study. The conditions of an extended leave are as follows:

- a. The ESP shall request said leave at least thirty (30) days in advance, except in the case of an emergency.
- b. An ESP on an unpaid leave of absence may return to their position at the beginning of any semester, provided notice was given to the administration at the time the leave commenced.
- c. An ESP on leave of absence may continue to participate in the medical insurance plan herein provided at their own expense, subject to the regulations of the insurance carrier, and provided said ESP pays the premiums due prior to the regularly scheduled group premium payment being made by the Board.
- d. Failure of the ESP to notify the Board of their intent to return by April 1 shall relieve the District of all contractual obligations. Such notification shall be by certified mail or hand delivered and date stamped at the Superintendent's Office.
- e. The ESP granted such leave is guaranteed a return to the same or a substantially equivalent position and placement on the next salary step.

13.14 Jury Duty: When an ESP is called to jury duty, the District shall pay the ESP regular base wages, less such compensation as may be paid for jury duty. The ESP shall retain any

amounts paid for expenses, such as meal allowances or mileage.

13.15 Military Leave:

- a. The Board will grant a leave of absence to the extent required by law to an ESP who is called up for active duty in the Armed Forces of the United States, or to serve in the Vermont National Guard, Army Reserve, or other Reserves. The Board will adhere to all federal and state laws upon an ESP's return to employment from any such military leave of absence.
- b. When an ESP or member of an ESP's immediate family (i.e., child, spouse, parent) is called to active military service for a period of six (6) months or longer, the ESP may use up to five (5) days of sick leave (in addition to any accrued personal leave or vacation leave available to the ESP) prior to the ESP's or the ESP family member's date of departure to attend to personal and family matters related to the military activation. The paid leave shall be taken in one (1) day increments. In the event the ESP has no accrued sick leave, other staff in the District will be allowed to donate sick leave to the ESP.

13.16 Unauthorized Leave: If any ESP is absent and no accrued paid leave balance applies to the absence, salary shall be reduced by the per diem rate of pay for each day of such absence. Per Diem rate of pay is computed by dividing base annual salary by contract number of days. An ESP absent without leave may be subject to disciplinary action.

13.17 Vacations: Commencing after the first six (6) full or partial months of employment beginning the first day of work in the District, each ESP who works full-time year round shall accrue vacation up to the following maximum number of days per year:

<u>Years Employed</u>	<u>Maximum Days Accrued Per Year</u>
After 6 months to less than 1 year	5 days
Beginning 1 year to completion of 4 years	10 days
Beginning 5 years to completion of 10 years	15 days
Beginning 11 years	20 days

In the event an ESP was eligible to receive twenty-five vacation days at the start of the 2010-2011 school year said ESP shall continue to receive vacation days at that level.

Earned vacation days may be taken at any time during the fiscal year, provided the leave has been previously approved by the ESP's supervisor. Vacation days not taken due to workload at the request of a supervisor shall be paid at the ESP's per diem rate of pay. Such work, in lieu of vacation, shall be on a voluntary basis. Any vacation days not used during the fiscal year (July 1 to June 30) must be used by November 1st of the following year. An ESP shall forfeit any vacation days not taken during the next succeeding fiscal year after it is earned. A vacation day shall be equal to an ESP's regularly scheduled workday.

An ESP who separates from employment with the District in good standing shall be paid for all accrued, unused vacation time. ESPs who leave part way through a contract year will receive payment for a prorated amount of vacation days based on the days fulfilled for their contract and will reimburse the District for vacation days used in excess of the number of days earned.

13.18 **Severance Pay:** After serving five (5) years in the District, a full-time ESP separating from employment in good standing shall be paid the sum of fifteen dollars (\$15.00) per day for each day or part thereof of accrued sick leave.

13.19 **Religious Leave:** An ESP shall be granted one (1) leave day for religious observance, with notification to administrators at least two weeks before the religious observance day. The two-week notification requirement shall be waived for an ESP hired less than two weeks before the religious observance day.

ARTICLE 14 – NOTICE OF VACANCIES AND TEMPORARY EMPLOYEES

14.1 If a vacancy occurs in a school covered by this Agreement, a notice of said vacancy will be posted in each school building within the District. Applicants for the vacancy shall be considered by the Superintendent or designee in the following order: (1) applicants from within the district; and (2) other applicants. The Superintendent or designee, however, shall make the final decision. For purposes of this section, a vacancy is defined as an opening created by the death, retirement, or resignation of an ESP, or a new position created by the Board.

14.2 All vacancies shall be visibly posted in the following areas as available: on the staff bulletin boards in the front office, staff lounge, on the internet with a link on the District website and custodial break room for at least three (3) working days prior to the closing of the application period. A copy of the vacancy notice will be given to the Union presidents. During the summer months, the notice will be mailed to the President(s) of the Union.

14.3 The District shall have the option to hire a person on a temporary full or part-time basis to perform the work of an ESP in order to meet needs that were not or could not have been anticipated.

A person hired on a temporary full or part-time basis may be employed for a maximum of thirty calendar (30) days. For employees hired in a temporary status due to an FMLA leave situation, they may be hired for a maximum of ninety calendar (90) days. At the close of a temporary period, the District must either create a new position or eliminate the temporary position. If the District creates a regular full or part-time position, and the temporary person is hired to fill the newly created position, their service as temporary employee shall be credited toward the completion of the probationary period per Article 6.3, and they shall be paid in accordance with the terms of the negotiated salary schedule. Seniority shall accrue from the date of hire in the regular position.

Temporary employees shall be paid an hourly wage rate consistent with the salary schedule.

Members of the bargaining unit who have been laid-off and who retain recall rights shall be offered positions as temporary employees prior to the openings being advertised to the general public or being awarded to non-members of the bargaining unit. Individuals on recall shall be offered temporary positions in the District on the basis of seniority. Individuals on recall do not waive or lose any rights guaranteed under the Master Agreement by accepting or rejecting a temporary position.

14.4 If a position of need is identified in the district (that is not a vacancy as defined by 14.1), that position will be posted. If there are appropriate volunteers for the position they shall be transferred. The preference will be for a voluntary transfer. Appropriate volunteers will be given preference by seniority.

If there is no appropriate volunteer for a position of need, then the Superintendent will have

authority to transfer employees to positions of need. Preference for transfer will be prioritized by the least amount of seniority.

ARTICLE 15 - TRANSFERS & REASSIGNMENTS

15.1 Definitions:

- a. A transfer is defined as any change in assignment to a new job Category.
- b. A reassignment is defined as any change in assignment within the same job Category.

15.2 Reassignments within an employee's current job category, including Category and student assignments, are not considered transfers and are not subject to the grievance provisions of this agreement. The Administration has sole discretion in making employee assignments on an annual basis. However, the Administration must make reasonable efforts to provide assignments within current job categories to provide consistent hourly wages on an annual basis.

15.3 Employees may request a voluntary transfer to an open posted position as outlined in Article 14: "Notice of Vacancies and Temporary Employees".

15.4 Involuntary transfers should only occur as student and staffing needs dictate. In the event the Administration determines it is in the best interest of the District to involuntarily transfer an employee to an assignment that is outside the area of the employee's job category, the following must occur:

- a. Notice of an involuntary transfer is given to the employee as soon as possible, and except in cases beyond the Board's control, not later than August 15 prior to the start of the school year and no less than five days prior to a reassignment or transfer during the school year.
- b. The involuntary transfer is made only after a meeting between the employee and the Administration, at which time the employee will be notified of the reason(s) therefore. The employee, at their option, may have a representative of the Association present at such meeting.
- c. The employee shall continue at their current rate of pay for the remainder of the school year unless moving to a job category that would result in higher pay.

- d. Training will be provided to the employee prior to or at the time of the transfer.
- 15.5 No employee will be transferred or reassigned arbitrarily or capriciously, nor will an employee be transferred or reassigned solely to create a vacancy.
- 15.6 Although it is agreed that some reassignment of employees from one school to another is unavoidable, it is recognized that frequent reassignment of employees may be disruptive.
- 15.7 Superintendent and/or Superintendent's Designee may make involuntary reassignments/transfers at any time if there are no qualified volunteers for a position. An employee filling a position at the beginning of the school year will be notified of an involuntary reassignment no later than August 15 unless there are extenuating circumstances. When involuntary reassignments take place during the school year, an employee will be informed as soon as possible with at least a one week notice unless there are extenuating circumstances. When involuntary transfers are necessary, an employee's certifications, categories, input from administration, specialty, performance, and other relevant factors including seniority shall be considered in determining which employee is to be transferred. Employees being involuntarily transferred will be transferred to a comparable position when possible. Any involuntary transfer will be made only after proper notification. The final decision is within the sole discretion of the Superintendent and/or Superintendent's Designee.
 - a. An employee designated for an involuntary transfer may request, and upon request shall be granted a meeting with the Superintendent or designee to discuss the reasons for the involuntary transfer. The employee may have an Association representative present at such meeting.
 - b. An employee designated for involuntary transfer during the school year is eligible for mileage reimbursement per article 9.4
- 15.8 **Short-Term Substitute Teaching**
 - a. When an employee covered by this Agreement agrees to serve as a substitute teacher for any portion of the day, the employee shall receive their regular rate of pay plus \$7.50/hour (or the prorated hourly substitute rate, whichever is higher) for all hours

worked as a substitute. When an employee agrees to serve as a substitute for a full day, the employee shall be paid for 7.5 hours.

- b. When an employee covered by this Agreement who is categorized in a Category 1 position serves as a substitute in a Category 2 position they will receive the Category 2 rate for the hours worked.

ARTICLE 16 – GENERAL

- 16.1 If any provision of this Agreement or any application thereof to any ESP or group of staff is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purposes of renegotiating the provision(s) affected
- 16.2 This Agreement may only be modified in whole or in part by the parties, by an instrument in writing, duly executed by both parties.
- 16.3 This Agreement incorporates the entire understanding of the parties on all matters that were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.

ARTICLE 17 – NO STRIKE PLEDGE

The Board and the Union agree that disputes that may arise between them shall be settled without strike or lockout. The Board agrees it will not lock out any or all of its ESPs during the term of this Agreement, and the Union agrees on behalf of itself and its membership that there shall be no strikes, slow-downs, or interference of the normal operation of the school during the term of this Agreement.

ARTICLE 18 – LABOR MANAGEMENT COMMITTEE

The Board and the Union agree to maintain a District Labor-Management Committee. The purpose of the Committee is to discuss, explore, and study issues referred to it by the parties of this Agreement in an effort to foster positive communications. The Committee shall have no authority

to change, delete or modify any of the terms of this Agreement, nor to settle grievances arising under this Agreement. The Union representatives shall include all sitting Union President(s) and Vice President(s) who shall serve as a “floating” member on the Labor Management Committee.

ARTICLE 19 – EARLY RETIREMENT OPTIONS

During the life of this agreement the District board may, at its sole discretion, design and offer an early retirement program to ESP employed by the Board who have worked a minimum of fifteen (15) years within the School District. The early retirement program will only be available to the ESP if the School Board affirmatively votes to adopt an early retirement program to be applicable for any given school year.

ARTICLE 20 – ACKNOWLEDGMENT OF ARBITRATION

In accordance with 12 V.S.A. § 5652(b) the Board and the Union understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Union understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in Article 12, Grievance Procedure.

ARTICLE 21 - DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of July 1, 2026 and will continue and remain in full force and effect until June 30, 2029. Said Agreement will automatically include additional periods of one (1) year unless either the Board or the Union gives notice, in writing, to the other, no later than November 1 prior to the expiration date or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over terms of a Successor Agreement.

IN WITNESS WHEREOF, the Board and the Union have caused their duly authorized representatives to enter into this Collective Bargaining Agreement this 1st day of October, 2026.

For the Board of School Directors:

BY: 
WCUUSD School Board Chair
Diane Nichols-Fleming

For the Union:

BY: 
WCEU ESP Co-Vice- President
Rebecca Pellegrini

BY: 
WCEU ESP Co-Vice-President
Michael Dindo

APPENDIX A

Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61 For The Period of January 1, 2023 through December 31, 2025

Article I. Recognition:

1.1 In accordance with 16 V.S.A. Chapter 61 the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by law. The five commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by law. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission as above referenced.

Article II. Definitions:

2.1 The term School Employee is hereby defined to mean:

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees), excluding superintendents, who provide educational services requiring a professional administrator's license from AOE.
- c) All Other School Employees as defined in 21 V.S.A. Section 1502, including:
 - 1. Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722;
 - 2. An individual employed as a supervisor as defined in 21 V.S.A. Section 1502;
 - 3. A confidential employee as defined in 21 V.S.A. Section 1722;
 - 4. A certified employee of a school employer and

5. Any other permanent employee of a school employer not covered by subdivisions 1-4 of this subsection (c).

Article III. Scope of Bargaining:

3.1 The Commissioner's scope of bargaining shall include:

- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
- b) Standardizing the duration of health insurance coverage during a term of employment;
- c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time;
- d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees as per the Tentative Agreement (TA) executed by the employer and employee commissioners on July 17, 2019, in the first round of statewide health care bargaining.

Article IV. Limited Jurisdiction:

4.1 The parties agree that nothing herein is intended to preempt or regulate an aspect of educational system employment that is outside of the statutory jurisdiction conferred upon the Commission.

Article V. Plan Offerings:

5.1 All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative (VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.

Article VI. Eligibility Standards:

6.1 Public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with

an employer subsidy to pay for a portion of applicable premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans offered by VEHI as delineated above. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

6.2 Full-time status: Full time status for determining the amount of employer-subsidized coverage for premium costs will be based on full time or full time equivalent (FTE) definitions as locally negotiated or determined.

6.3 Part-Time status: Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions for premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made available in full regardless of the number of hours worked between 17.5 and full time, and not pro-rated.

6.4 Probationary Periods: Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.

6.5 New Employees: Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.

6.6 Domestic Partner Benefits: An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy all of VEHI's current eligibility criteria and submit an affidavit in the format required by VEHI, all as posted on VEHI's website, to the district business office.

6.7 Duration of Insurance Availability: The health insurance offered under this Agreement shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect the district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.

Article VII. Premium Cost-sharing: Employers and Employees:

7.1 For Teachers and Licensed School Administrators as defined in sections 2.1a and 2.1b: Each employer will contribute eighty (80%) percent of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

7.2 For all Other School Employees as defined in section 2.1c: Beginning on January 1, 2023, and on each January 1 for the duration of this Agreement, all employees covered by this section 7.2 who are not at the 20% premium contribution level will increase the employee contribution by one (1%) percent but not to exceed twenty (20%) of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

Article VIII. Out-of-Pocket Cost-Sharing: Employers and Employees:

8.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through an HRA in the following amounts: for licensed administrators and teachers as defined in section 2.1a and 2.1b, \$1900 for single-tier coverage and \$4000 for all other tiers of coverage; for support staff as defined in section 2.1c, \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP for any other VEHI plan. For employees enrolled in the VEHI Silver CDHP, employers will pay medical and

pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators, \$1900 for a single tier and \$4000 for all other tiers; for support staff, \$2200 for a single tier and \$4400 for all other tiers.

Article IX. Employees Under Part-time Contract in Two or More Districts/Supervisory Unions:

9.1 Cost Sharing: Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for Health Insurance coverage according to this Agreement ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportionate premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee's contract. For example, if district "A" has a 60% employment contract/relationship with the school employee, District "A" will be responsible for 60% of the total employer costs set forth herein.

9.2 Plan Administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.

9.3 Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Agreement during the course of any one calendar year, the employee's coverage under the plan shall remain unchanged. However, the employer obligations under this Agreement shall be appropriately pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.

Article X. Third Party Administrator Services:

10.1 Employers shall pay the administrative expenses charged by the Third Party Administrator (TPA).

10.2 Autopayment to providers will be the default payment method unless requested otherwise by the bargaining unit.

10.3 The TPA chosen shall be able to provide debit cards to facilitate payments when autopayment is not an option. Debit cards are expected to be provided to employees prior to January 1 of each year of this Agreement or, in the case of new employees, as soon after their commencement of employment as practicable. In the event of the failure of the TPA to deliver a debit card when due, such card shall be provided as promptly thereafter as possible.

Article XI. Grievance Procedure

11.1 Either a local public school district or a union representing public school employees may file a grievance with the Commission concerning the interpretation or application of the statewide agreement concerning health care benefits for Vermont public school employees. The grievance must be filed with the Commission within thirty (30) days after the grievant knows or should have known of the events giving rise to the grievance. If a majority of the Commission is unable to resolve the issue within thirty (30) days, the matter shall be referred to final and binding arbitration. If the Commission is unable to agree on an arbitrator, the matter shall proceed to arbitration pursuant to the rules of the American Arbitration Association.

Article XII. Incorporation by Reference:

12.1 All terms and conditions of this Agreement will be incorporated by reference in all collective bargaining agreements for applicable school employees in accordance with applicable laws and shall be posted and available for access on the Vermont-NEA, the Vermont School Boards' Association, and the American Federation of State, County, and Municipal Employees (AFSCME) websites. If agreed to by a school employer and the union(s) representing its eligible

employees, this Agreement shall be included as an appendix in said collective bargaining agreements.

12.2 All terms and conditions of this Agreement will also be incorporated by reference into school policies or individual employment contracts that govern health benefits for school employees not in recognized bargaining units in accordance with applicable laws.

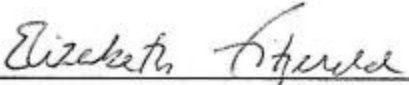
Article XIII. Disclaimer:

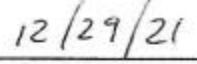
13.1 Nothing in this Agreement shall be construed to deny, restrict, or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's Parental and Family Leave Act (PFLA) and related laws, or under other state and federal statutes.

Article XIV Duration:

14.1 The provisions of this Agreement, as supplemented by any binding arbitration award(s) issued by the LBO Panel, shall take effect on January 1, 2023 and continue in full force and effect until December 31, 2025 unless amended or extended by mutual written agreement between the parties hereto.

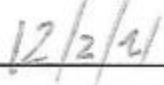
For the Employer Commissioners:


Elizabeth Fitzgerald, Chair, Duly authorized


Date

For the Employee Commissioners:


Michael Campbell, Chair, Duly authorized


Date

WCUUSD ESP**SUMMARY OF SALARY SCHEDULE CALCULATIONS****APPENDIX B****Effective July 1, 2026-June 30, 2029****Full-time Equivalent Equals****Hours****Days****CATEGORY ONE****Positions**

General Paraeducator	7	183
Food Services Worker	7 or 8	180
Assistant Cook	7 or 8	180
Cook	7 or 8	180
Custodian	8	261

CATEGORY TWO**Positions**

Behavior Interventionist	7 or 8	183
Personal Care Assistant	7 or 8	183
1:1 Paraeducator	7 or 8	183
Cook/Food Service Agent	7 or 8	180
Administrative Assistant(Various)	7 or 8	185
Administrative Assistant	8	261

CATEGORY THREE**Positions**

Bookkeeper	8	185
Office Manager	8	261
Maintenance & Mechanic	8	261

Parties agree that the administration may pay persons in maintenance and mechanic positions an additional hourly stipend in order to meet market demands.

WCUUSD ESP Salary Schedule **APPENDIX C1**
SY2026-2027

Step	Category 1	Category 2	Category 3
1	\$21.71	\$22.80	\$23.88
2	\$22.14	\$23.23	\$24.32
3	\$22.58	\$23.66	\$24.75
4	\$23.01	\$24.10	\$25.18
5	\$23.45	\$24.53	\$25.62
6	\$23.88	\$24.97	\$26.05
7	\$24.32	\$25.40	\$26.49
8	\$24.75	\$25.83	\$26.92
9	\$25.18	\$26.27	\$27.35
10	\$25.62	\$26.70	\$27.79
11	\$26.05	\$27.14	\$28.22
12	\$26.49	\$27.57	\$28.66
13	\$26.92	\$28.01	\$29.09
14	\$27.35	\$28.44	\$29.53
15	\$27.79	\$28.87	\$29.96
16	\$28.22	\$29.31	\$30.39
17	\$28.66	\$29.74	\$30.83
18	\$29.09	\$30.18	\$31.26
19	\$29.53	\$30.61	\$31.70
20	\$29.96	\$31.05	\$32.13
21	\$30.39	\$31.48	\$32.57

WCUUSD ESP Salary Schedule **APPENDIX C2**
SY2027-2028

Step	Category 1	Category 2	Category 3
1	\$ 22.68	\$ 23.81	\$ 24.95
2	\$ 23.13	\$ 24.27	\$ 25.40
3	\$ 23.59	\$ 24.72	\$ 25.86
4	\$ 24.04	\$ 25.17	\$ 26.31
5	\$ 24.49	\$ 25.63	\$ 26.76
6	\$ 24.95	\$ 26.08	\$ 27.22
7	\$ 25.40	\$ 26.54	\$ 27.67
8	\$ 25.86	\$ 26.99	\$ 28.12
9	\$ 26.31	\$ 27.44	\$ 28.58
10	\$ 26.76	\$ 27.90	\$ 29.03
11	\$ 27.22	\$ 28.35	\$ 29.48
12	\$ 27.67	\$ 28.80	\$ 29.94
13	\$ 28.12	\$ 29.26	\$ 30.39
14	\$ 28.58	\$ 29.71	\$ 30.84
15	\$ 29.03	\$ 30.16	\$ 31.30
16	\$ 29.48	\$ 30.62	\$ 31.75
17	\$ 29.94	\$ 31.07	\$ 32.21
18	\$ 30.39	\$ 31.53	\$ 32.66
19	\$ 30.84	\$ 31.98	\$ 33.11
20	\$ 31.30	\$ 32.43	\$ 33.57
21	\$ 31.75	\$ 32.89	\$ 34.02

WCUUSD ESP Salary Schedule **APPENDIX C3**
SY2028-2029

Step	Category 1	Category 2	Category 3
1	\$23.71	\$24.90	\$26.08
2	\$24.18	\$25.37	\$26.56
3	\$24.66	\$25.84	\$27.03
4	\$25.13	\$26.32	\$27.50
5	\$25.61	\$26.79	\$27.98
6	\$26.08	\$27.27	\$28.45
7	\$26.56	\$27.74	\$28.93
8	\$27.03	\$28.21	\$29.40
9	\$27.50	\$28.69	\$29.87
10	\$27.98	\$29.16	\$30.35
11	\$28.45	\$29.64	\$30.82
12	\$28.93	\$30.11	\$31.30
13	\$29.40	\$30.59	\$31.77
14	\$29.87	\$31.06	\$32.25
15	\$30.35	\$31.53	\$32.72
16	\$30.82	\$32.01	\$33.19
17	\$31.30	\$32.48	\$33.67
18	\$31.77	\$32.96	\$34.14
19	\$32.25	\$33.43	\$34.62
20	\$32.72	\$33.91	\$35.09
21	\$33.19	\$34.38	\$35.57

Washington Central Unified Union School District - Annual Health Insurance Summary

Appendix D-1 ESP

Using July 1, 2026 - June 30, 2027 Cost Information - Summer Checks Use July 1, 2027 Cost Information

Note: O-O-P is the Total Out-of-Pocket maximum for both Medical and prescription drug benefits.

Employee Annual Maximum Cost

CDHP-Gold Plan	Premiums	O-O-P	Total Cost
Single	\$ 3,171.14	\$ 300.00	\$ 3,471.14
Two Person	\$ 5,955.55	\$ 600.00	\$ 6,555.55
Parent Child	\$ 4,902.70	\$ 600.00	\$ 5,502.70
Family	\$ 8,784.10	\$ 600.00	\$ 9,384.10

Cash-in-Lieu of Health Insurance (CIL) Opt Out with Proof of Coverage

Platinum Plan	Premiums	O-O-P	Total Cost
Single	\$ 3,444.43	\$ 600.00	\$ 4,044.43
Two Person	\$ 5,759.62	\$ 1,200.00	\$ 6,959.62
Parent Child	\$ 6,888.91	\$ 1,200.00	\$ 8,088.91
Family	\$ 9,744.26	\$ 1,200.00	\$10,944.26

Cash-in-Lieu of Health Insurance (CIL) Opt Out with Proof of Coverage

Gold Plan	Premiums	O-O-P	Total Cost
Single	\$ 3,377.74	\$ 900.00	\$ 4,277.74
Two Person	\$ 5,652.84	\$ 1,800.00	\$ 7,452.84
Parent Child	\$ 6,755.50	\$ 1,800.00	\$ 8,555.50
Family	\$ 9,561.48	\$ 1,800.00	\$11,361.48

Cash-in-Lieu of Health Insurance (CIL) Opt Out with Proof of Coverage

CDHP-Silver Plan	Premiums	O-O-P	Total Cost
Single	\$ 2,902.97	\$ 1,800.00	\$ 4,702.97
Two Person	\$ 4,893.65	\$ 3,600.00	\$ 8,493.65
Parent Child	\$ 5,806.01	\$ 3,600.00	\$ 9,406.01
Family	\$ 8,260.99	\$ 3,600.00	\$11,860.99

Cash-in-Lieu of Health Insurance (CIL) Opt Out with Proof of Coverage

Employer Annual Maximum Cost

Premiums	O-O-P	Total Cost
\$12,684.58	\$ 2,200.00	\$ 14,884.58
\$23,822.21	\$ 4,400.00	\$ 28,222.21
\$19,610.78	\$ 4,400.00	\$ 24,010.78
\$35,136.38	\$ 4,400.00	\$ 39,536.38

\$ 3,500.00

Premiums	O-O-P	Total Cost
\$13,777.73	\$ 2,200.00	\$ 15,977.73
\$23,038.46	\$ 4,400.00	\$ 27,438.46
\$27,555.65	\$ 4,400.00	\$ 31,955.65
\$38,977.06	\$ 4,400.00	\$ 43,377.06

\$ 3,500.00

Premiums	O-O-P	Total Cost
\$13,510.94	\$ 2,200.00	\$ 15,710.94
\$22,611.36	\$ 4,400.00	\$ 27,011.36
\$27,021.98	\$ 4,400.00	\$ 31,421.98
\$38,245.92	\$ 4,400.00	\$ 42,645.92

\$ 3,500.00

Premiums	O-O-P	Total Cost
\$11,611.87	\$ 2,200.00	\$ 13,811.87
\$19,574.59	\$ 4,400.00	\$ 23,974.59
\$23,224.03	\$ 4,400.00	\$ 27,624.03
\$33,043.97	\$ 4,400.00	\$ 37,443.97

\$ 3,500.00

Combined Totals

Premiums	O-O-P	Total Cost
\$15,855.72	\$ 2,500.00	\$18,355.72
\$29,777.76	\$ 5,000.00	\$34,777.76
\$24,513.48	\$ 5,000.00	\$29,513.48
\$43,920.48	\$ 5,000.00	\$48,920.48

\$ 3,500.00

Premiums	O-O-P	Total Cost
\$17,222.16	\$ 2,800.00	\$20,022.16
\$28,798.08	\$ 5,600.00	\$34,398.08
\$34,444.56	\$ 5,600.00	\$40,044.56
\$48,721.32	\$ 5,600.00	\$54,321.32

\$ 3,500.00

Premiums	O-O-P	Total Cost
\$16,888.68	\$ 3,100.00	\$19,988.68
\$28,264.20	\$ 6,200.00	\$34,464.20
\$33,777.48	\$ 6,200.00	\$39,977.48
\$47,807.40	\$ 6,200.00	\$54,007.40

\$ 3,500.00

Premiums	O-O-P	Total Cost
\$14,514.84	\$ 4,000.00	\$18,514.84
\$24,468.24	\$ 8,000.00	\$32,468.24
\$29,030.04	\$ 8,000.00	\$37,030.04
\$41,304.96	\$ 8,000.00	\$49,304.96

\$ 3,500.00

Washington Central Unified Union School District - Annual Health Insurance Summary

Appendix D-2 ESP

Using July 1, 2026 - June 30, 2027 Cost Information - Summer Checks Use July 1, 2027 Cost Information

Note: O-O-P is the Total Out-of-Pocket maximum for both Medical and prescription drug benefits.

Employee Per Pay Period Cost

CDHP-Gold Plan	<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
Single	\$ 132.13	\$ 12.50	\$ 144.63
Two Person	\$ 248.28	\$ 25.00	\$ 273.28
Parent Child	\$ 204.28	\$ 25.00	\$ 229.28
Family	\$ 366.00	\$ 25.00	\$ 391.00

Cash-in-Lieu of Health Insurance (CIL) Opt Out with Proof of Coverage

\$ 134.62

Platinum Plan	<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
Single	\$ 143.52	\$ 25.00	\$ 168.52
Two Person	\$ 239.98	\$ 50.00	\$ 289.98
Parent Child	\$ 287.04	\$ 50.00	\$ 337.04
Family	\$ 406.01	\$ 50.00	\$ 456.01

Cash-in-Lieu of Health Insurance (CIL) Opt Out with Proof of Coverage

\$ 134.62

Gold Plan	<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
Single	\$ 140.74	\$ 37.50	\$ 178.24
Two Person	\$ 235.54	\$ 75.00	\$ 310.54
Parent Child	\$ 281.48	\$ 75.00	\$ 356.48
Family	\$ 398.40	\$ 75.00	\$ 473.40

Cash-in-Lieu of Health Insurance (CIL) Opt Out with Proof of Coverage

\$ 134.62

CDHP-Silver Plan	<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
Single	\$ 120.96	\$ 75.00	\$ 195.96
Two Person	\$ 203.90	\$ 150.00	\$ 353.90
Parent Child	\$ 241.92	\$ 150.00	\$ 391.92
Family	\$ 344.21	\$ 150.00	\$ 494.21

Cash-in-Lieu of Health Insurance (CIL) Opt Out with Proof of Coverage

\$ 134.62

Employer Per Pay Period Cost

<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
\$ 528.52	\$ 91.67	\$ 620.19
\$ 992.59	\$ 183.33	\$ 1,175.92
\$ 817.12	\$ 183.33	\$ 1,000.45
\$1,464.02	\$ 183.33	\$ 1,647.35

<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
\$ 574.07	\$ 91.67	\$ 665.74
\$ 959.94	\$ 183.33	\$ 1,143.27
\$1,148.15	\$ 183.33	\$ 1,331.48
\$1,624.04	\$ 183.33	\$ 1,807.37

<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
\$ 562.96	\$ 91.67	\$ 654.63
\$ 942.14	\$ 183.33	\$ 1,125.47
\$1,125.92	\$ 183.33	\$ 1,309.25
\$1,593.58	\$ 183.33	\$ 1,776.91

<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
\$ 483.83	\$ 91.67	\$ 575.50
\$ 815.61	\$ 183.33	\$ 998.94
\$ 967.67	\$ 183.33	\$ 1,151.00
\$1,376.83	\$ 183.33	\$ 1,560.16

Combined Totals

<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
\$ 660.65	\$ 104.17	\$ 764.82
\$1,240.87	\$ 208.33	\$1,449.20
\$1,021.40	\$ 208.33	\$1,229.73
\$1,830.02	\$ 208.33	\$2,038.35

<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
\$ 717.59	\$ 116.67	\$ 834.26
\$1,199.92	\$ 233.33	\$1,433.25
\$1,435.19	\$ 233.33	\$1,668.52
\$2,030.06	\$ 233.33	\$2,263.39

<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
\$ 703.70	\$ 129.17	\$ 832.87
\$1,177.68	\$ 258.33	\$1,436.01
\$1,407.40	\$ 258.33	\$1,665.73
\$1,991.98	\$ 258.33	\$2,250.31

<u>Premiums</u>	<u>O-O-P</u>	<u>Total Cost</u>
\$ 604.79	\$ 166.67	\$ 771.46
\$1,019.51	\$ 333.33	\$1,352.84
\$1,209.59	\$ 333.33	\$1,542.92
\$1,721.04	\$ 333.33	\$2,054.37

\$ 134.62