

AGREEMENT BETWEEN
THE
ST. JOHNSBURY BOARD OF SCHOOL DIRECTORS
AND THE
ST. JOHNSBURY EDUCATION ASSOCIATION
PARAEDUCATORS
2022 - 2024

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PREAMBLE

This Contract is entered into by the contracting parties in order to effectuate the provisions of Title 21 VSA, Chapter 22, of the Vermont Statutes Annotated, to encourage and increase effective and harmonious working relationships between the Board and the employees of the Association, to enable the employees to more fully participate in and contribute to the development of policies dealing with salaries, economic conditions of employment, and other matters of mutual concern, consistent with the provisions of Vermont state law, and to educate the children of St. Johnsbury.

ARTICLE I AGREEMENT

1.1 Recognition: The St. Johnsbury Board of School Directors (hereinafter known as the “Board”) recognizes the St. Johnsbury Education Association (hereinafter known as the “Association”) as the sole and exclusive agent for the purpose of collective bargaining, on behalf of the bargaining unit affected by this Contract which unit consists of all paraeducators employed in the St. Johnsbury School District.

1.2 Governing Law: This Contract is entered into after negotiations pursuant to Title 21, Section 1721 through 1734 of Vermont Statutes Annotated.

1.3 Definition of Term “Paraeducator”: A paraeducator is defined as a person working with teachers in the school system who extends the educational experiences of the students under the guidance of a teacher, as defined by Title 16, Section 1981 (5), Vermont Statutes Annotated. It is understood that the term “paraeducator” constitutes a new job title effective July 1, 1995, for positions that have formerly been referred to as “paraprofessionals.” The School District shall encourage the use of said job title. The parties agree, however, that since such positions have been used by the St. Johnsbury School District, the job title has been “paraprofessionals” and they further agree that the use of said term shall not now, or in the future, be the basis for a grievance brought pursuant to the Contract.

1.4 Duration: This Contract shall be effective as of July 1, 2022 and shall continue and remain in full force and effect until June 30, 2024. This Contract shall automatically be renewed and will continue in full force and effect for additional periods of one year, unless either the Board or the Association gives written notice to the other no later than October 1st, prior to the expiration date or any anniversary thereof its desire to reopen this Contract and to negotiate regarding terms of a successor contract.

ARTICLE II CONDITIONS OF EMPLOYMENT

2.1 Expenses: Any expenses incurred by a newly hired paraeducator, such as fingerprinting, shall be reimbursed by the District.

2.2 Hours of Work: Full time paraeducators will be guaranteed a minimum of six and one half (6.5) hours of employment per day for the duration of this collective bargaining agreement. This shall not be construed to limit the authority of the Board to hire paraeducators on a part time basis or from offering contracts to full time paraeducators in excess of six and one half hours a day. The schedule of work hours and days shall be set by the Office of the Superintendent.

Any time worked in excess of eight hours a day, or 40 hours a week shall be paid at a rate of one and one-half time the regular hourly rate of pay. Extra hours worked must be authorized by the appropriate administrator.

2.3 Probationary Period: Every newly employed paraeducator shall serve a probationary period of sixty (60) school days. For the purpose of this contract, a newly employed paraeducator is a person with no previous employment as either a paraeducator or a certified professional with the St. Johnsbury School District. During the probationary period the Board may, at its option, dismiss a probationary paraeducator with such action not being subject to the provisions of section 2.5 or the grievance procedure.

2.4 A. Notification of Employment: Each paraeducator shall be advised in writing of the intent of the Board to rehire him/her for the succeeding school year by May 15th of the current school year. Such notice shall include the following information:

- i. general position,
- ii. placement on the salary schedule,
- iii. total contract days,
- iv. hours per day
- v. hourly wage,
- vi. total wage

B. Calendar: Paraeducators shall work the following:

- i. 175 days per year
- ii. 4 professional development days (2 days before the start of school and 2 during the year aligned with teacher professional development).
- iii. 8 holidays (refer to 3.7)
- iv. Paraeducators whose assignment and place of work is at another school shall have the length of the school year for that school district. If more than 175 days, the employee shall be paid the per diem rate of pay for the additional days.

C. Consultation time: Each paraeducator will have two (2) hours each month to meet with the special education and/or classroom teachers for whom he/she assists during their defined work day.

Written notification of tentative assignment (specific student, grade, or department) will be provided in a cover letter at the time a contract is issued. Written notification detailing specific grade level and assignment (1:1, small group, or regular education paraeducators) will be provided 5 days prior to the first contractual work day.

Paraeducators shall return a signed copy of the contract/letter of intent to the Superintendent's Office indicating acceptance of the position within 21 calendar days of the date that document is issued. Failure to return the contract/letter of intent will cause the administration to consider the position vacant.

The Treasurer of the Association's executive board shall be notified in writing, including email, within five school days of the hiring of a new paraeducator employee.

2.5 Discipline and/or Discharge: Except as specified in Section 2.3 of this agreement, a paraeducator who has completed his/her probationary period shall not be discharged, disciplined, or adversely affected without just and sufficient cause. A paraeducator who is discharged for just cause will be granted an interview with an Association representative before being required to leave the school.

2.6 Discrimination: The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees in application or administration of this agreement or any other rule, regulation, or policy relating to the terms and conditions of employee employment on the basis of race, creed, color, religion, national origin, gender, sexual orientation, ancestry, place of birth, gender identity, age, town of residence, disabling condition or marital status.

The Board recognizes the right of each paraeducator to freely organize, join, and support the Association, or any educational support personnel group of his/her choice, for the purpose of engaging in collective negotiations with the Board.

The Board and the Association will adhere to state and federal laws pertinent to discrimination against any paraeducator relating to his/her membership or non-membership in the Association, or his/her participation in any grievance consistent with the terms and procedures of this Contract.

2.7 Special Skills: If a paraeducator needs to lift or support a student, that paraeducator shall be given instruction from a physical or occupational therapist to determine a method to avoid injury to the student or to the paraeducator. When providing personal hygiene or toiletry duties with students, a paraeducator shall not be alone with the child. Any questions or concerns at any grade level should be referred to the paraeducator's immediate supervisor or designee.

2.8 Transfer and Reassignment: The Superintendent or designee shall notify employees as soon as vacancies are known through postings in work rooms and via email.

Paraeducators who desire to apply for such vacancies shall submit their applications in writing to the Office of the Superintendent within seven calendar days of the notification of vacancy.

The Superintendent or his/her designee shall acknowledge promptly, in writing, the receipt of all such applications. Applications shall be kept on file in the Superintendent's Office for a period of one year. The paraeducator shall be notified in writing if application is denied.

If there is a need to reassign a paraeducator to a different position during the school year the Administration shall first consider suitable paraeducators who volunteer for the assignment. If a suitable volunteer cannot be found, it shall remain the right of the Administration to assign a paraeducator. Paraeducators may be assigned to a student for more than one year.

If a paraeducator needs to be reassigned to a different position he/she shall be notified privately, with an Association representative present, and shall be given a five calendar day notice. If the reassignment involves one (1) paraeducator, the notice may be waived by mutual agreement of the paraeducator and the special educator and/or classroom teacher. If the reassignment involves more than one (1) paraeducator, the 5 days notice shall not be waived. An adequate plan of training will be developed by the Administration, the paraeducator, and appropriate professional staff prior to the paraeducator beginning work with the new student.

If the assignment is temporary, the five day calendar notice will not apply. Temporary is defined as lasting no longer than two weeks or a short-term period with a start and end date.

The Association shall be notified in writing, within seven calendar days, of any contract change in the placement of a paraeducator.

2.9 Transportation of Students: Transportation of students in the employee's personal vehicle shall not be required and shall not be a condition of employment.

2.10 Reduction in Force: It is agreed that should it become necessary in the judgment of the Board to reduce the size of the paraeducator staff, the following procedure will be followed:

- A. The president of the Association will be notified of any proposed reduction.

- B. No paraeducator shall be laid off under the provisions of this section if the reduction can be accomplished through turnover or attrition.
- C. Notice of termination under the provisions of this article in no instance shall be later than 20 school days prior to the effective date of such lay-off and shall take place in a private setting at the conclusion of the day.
- D. The criteria for the selection of paraeducators to be laid off in the event of a reduction shall be seniority (service time in the District). When all considerations are substantially equal, retention preference shall be given to paraeducators with greater length of service in the District. Length of service shall begin to accrue as of the date of the employee's most recent period of continuous employment in the District as a paraeducator. Length of service shall exclude periods of unpaid leaves of absence.
- E. When seniority is equal, ability to perform the work as determined by the Superintendent or his/her designee will be the deciding factor. Seniority will be computed by including unbroken cumulative employment as a paraeducator, with the exception of one year of unpaid approved leave of absence.
- F. If there is any vacancy in a paraeducator position, laid off paraeducators will be recalled in reverse order of layoff. Reduction or addition of hours of a paraeducator will be determined by both seniority and ability. If the paraeducator vacancy requires providing services to the student(s) with critical needs, the following conditions apply:
 - 1. If the student requires specialized skills, i.e., signing, foreign language, and the most senior employee on the recall list does not possess the skills, the management may proceed through the seniority list until an employee with those skills is found.
 - 2. If the student requires specialized personal care needs that the most senior employee on the recall list is unable to perform, then the management may proceed through the seniority list until an employee who is able to perform said tasks is found.
 - 3. If a student requires urgent care, the District and Association agree to shorten the time frame of response from the date of notification to three working days after notification, and notification will state that time frame.
 - 4. An employee who is "passed over" for recall under the above three provisions shall retain recall rights for the next available vacancy for up to one year. Beyond one year, recall rights expire and reapplication is necessary. A laid off paraeducator shall retain job recall for one year following the effective date of layoff, provided he/she maintains an active employment file with the Office of the Superintendent. A paraeducator who is recalled from a layoff will retain all benefits accrued at the time of layoff.
- G. If a paraeducator is not actively working in the District, notification of recall will be made by certified mail (return receipt requested), to the laid off paraeducator's last known address. The laid off paraeducator must respond within five school days from the receipt of notification or the right to recall will be considered waived.

2.11 Student Assignments: No paraeducator shall be required to gather and/or coordinate assignments for students outside of the regularly scheduled workday for additional compensation without prior approval from the principal or designee.

2.12 Lunch Break: A paraeducator working five or more hours per day shall receive an unpaid, duty-free lunch break of thirty (30) minutes. On days when students are released early paraeducators will receive their lunch break from 12:35 to 1:05. If this is prevented by a student need, paraeducators will be given a thirty minute lunch break prior to 12:35.

2.13 Right to Representation: When a paraeducator is required to appear before a supervisor, the Administration, the Superintendent and/or the Board regarding an action adverse to their working position, he/she shall receive prior written notice stating the reason(s) for such meeting and he/she shall be entitled to have a representative of the Association to advise and represent him/her.

2.14 Professional Development: The Board is willing to share in the academic and skills development of its paraeducators. With that in mind, the District will establish a yearly budget for staff development tuition (i.e. college courses, workshops, and/or training pertaining to the paraeducator's position) of \$9,000.00.

- A. **Maximum Credits** - Paraeducators are eligible for a maximum of six credits per year of reimbursement, on a first come, first served basis. The amount of credits per year will be prorated if paraeducator is less than full time.
- B. **Maximum Payment Per Course** - Tuition payments may be limited to the amount charged per resident credit hour by Lyndon State College. Staff members taking courses costing more per credit must assume the difference in cost. Applications must receive the approval of the Superintendent or his/her designee.
- C. **Credits Per Semester** - Course reimbursement may be limited to three credits per semester.
- D. **Course Repayment** - If courses are taken pursuant to provisions of this paragraph in the second semester or in the summer, and the paraeducator does not return to the school system the following year, the School District shall be reimbursed by the paraeducator for the course(s) taken.
- E. **Course/Workshop Payment** - Payment will be made directly to the educational institution upon enrollment or upon receipt of a grade report indicating successful completion of the course(s), whichever is required by the institution. Documentation of successful completion is required in order for the District to pay for the course.
- F. **Required Courses/Workshops** - The District agrees to pay for all training, courses or workshops required by the administration. Paraeducators shall receive their hourly rate of pay for any training required by the School District, which occurs outside of the paraeducators' regular workday.
- G. **Continuing Education Credit** - Paraeducators will be eligible to receive the equivalent of one college credit for every 15 hours of workshop/training time approved by the administration as eligible for such credit. Either the presenter or the administration will provide the attendees with a certificate of completion at the end of any approved workshop/training.
- H. **Notification** - The Association may request and receive a detailed list of the expenses paid from the budgeted allocation. The list will detail the institutions that received payments and the amounts.

2.15 Critical Care/Intensive Support: Paraeducators will receive an annual stipend of \$2,750 (prorated if less than full time) if they are assigned a position that meets the conditions outlined below. The stipend will be paid in two lump sums, one in the month of December and one in the month of June. If Critical Care duties extend beyond the six and one half hour contracted work day, paraeducators will be paid an additional \$2.42 per additional hour worked. Paraeducators serving in critical care or intensive support positions will receive a separate

contract. This document will include a list of duties and training requirements for each individual assignment. The Administration agrees to provide all required training.

1. **Critical Care** – A critical care position is an assignment to a student whose daily care involves any of the following on a regular and ongoing basis:

- Frequently handling bodily fluids to include but not limited to saliva, blood, etc
- Assistance with urinary and/or bowel functions;
- Physical transfer or lifting;
- Monitoring of an extreme medical condition;
- Other conditions agreed upon by the Administration and Association.

Paraeducators that are potentially required to restrain a student or complete CPI training will be trained by the District.

Critical Care placement will be determined by the Administration based on the severity and/or frequency of the conditions outlined above.

2. **Intensive Support** – An intensive support position is an assignment to one of the following positions:

- Home/off-site tutoring provided to students who are behaviorally at-risk
- Intensive Student Support and The Learning Space Team, Paraeducators ONLY
- Other conditions agreed upon by the Administration and Association
- Paraeducators in the Pre-K classrooms through December, at which point the progress of students in toileting and meeting other school expectations will be addressed and it will be decided whether continuing the Critical Care stipend is warranted

3. **Registered Behavior Technician** – An individual who has completed the RBT pathway as outlined in the addendum to this agreement and has an assignment in which specifically their RBT skills are being utilized.

If a paraeducator feels that their placement meets the qualifications of Critical Care or intensive support, they may request a meeting with Administration and the Association to discuss eligibility for this stipend.

If a paraeducator working for the School District in any other capacity is required to substitute for a paraeducator working in a Critical Care or intensive support position, he/she will receive the specified pay differential for the time said substitute duties were performed. If a paraeducator working in a Critical Care or intensive support position ceases working with a student in need of such care or support, and transfers or is assigned to a regular paraeducator position, he/she shall no longer receive the stipend.

2.16 Safety of Working Conditions: No paraeducator is required to undertake work with students, which would expose the paraeducator or others to a reasonably foreseeable risk of harm. In the event a paraeducator feels threatened by a student, parent, guardian, or other employee, a plan of action to ensure a safe environment will be created by the paraeducator, another staff person, and an Administrator. The paraeducator, staff person, and administrator will work together to ensure the efficacy of the plan and to make revisions to the plan if necessary.

ARTICLE III FINANCIAL BENEFITS

3.1 Compensation: Paraeducators shall be paid in accordance with the hourly wage schedule (Appendix A), which shall be attached to and become part of this Contract.

3.2 Method of Payment: Paraeducators will be paid bi-weekly on an annual payroll schedule of twenty-two (22) substantially equal pay periods. A paraeducator may elect to have a set amount or a set percentage of his or her after-tax wages withheld by the School District in a District-held bank account each pay period. A paraeducator who wishes to have funds withheld shall complete and submit a form provided by the Business Office. At the option of the paraeducator the District shall disburse the funds to the employee in either a single payment at the time the employee receives his or her final paycheck for the school year or in equal bi-weekly sums beginning with the payroll period which follows the disbursement of his or her 22nd paycheck. Funds withheld at the request of an employee remain the property of the employee at all times and may be withdrawn, in whole or in part, upon request, at the next scheduled check run. If an employee terminates during the school year any funds withheld by the district shall be disbursed with his or her final paycheck. In the event of the death of an employee all funds previously withheld shall be disbursed to his or her spouse, or to his or her estate. [21 VSA §342(a)(3)].

3.3 Placement on Wage Schedule: Newly hired paraeducators shall be given at least one half year of credit for every full year of similar service in another district for purposes of placement on the wage schedule.

3.4 Advancement on Wage Schedule: A column advancement of the hourly wage schedule shall be effective only at the commencement of the work year. Such advancement for reasons other than service within the School District shall be made only in the event that the paraeducator notifies the Superintendent of the anticipated advance in writing on or before January 1st of the preceding work year.

3.5 Canceled/Late Start/Early Release Work Days:

- A. In the event that a regularly scheduled workday is canceled by the District (snow day, high school Headmaster's Holiday, and/or other emergencies), paraeducators will not be paid for the canceled day. If school is cancelled at a private school but the public school is in session, the paraeducators shall report to the public school for potential work assignments there. Paraeducators will be expected to work until the end of the school year.
- B. For a two-hour delay, paraeducators will arrive at 9:30 a.m. For early releases due to emergencies, paraeducators will leave following routine dismissal procedures. Paraeducators will be paid for the hours not worked on a late start or early release day.

3.6 Mileage Reimbursement: Any paraeducator using his/her automobile for travel during the course of his/her employment as authorized by the Superintendent shall be reimbursed at the current IRS allowable rate. Paraeducators will submit a voucher provided by the Business Office on at least a quarterly basis for mileage reimbursement. Mileage reimbursement will be paid in accordance with the semi-monthly accounts payable schedule.

3.7 Paid Holidays: Paraeducators shall receive eight paid holidays (Labor Day, Indigenous Persons Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day) during each school year. These holidays will be prorated for all employees working a partial year. This calculation will be based on the percentage of days worked vs. the total number of contract days in each year.

3.8 Deductions: Any paraeducator who elects to join the United Teaching profession consisting of St. Johnsbury Education Association, VT-NEA, and NEA may sign and deliver to the Business Office an assignment authorizing payroll deduction in substantially equal installments for such dues. The Business Office agrees to deduct from the salaries of its paraeducators dues for the St. Johnsbury Education Association, VT-NEA, and NEA as said paraeducators individually and voluntarily authorize the Business Office to deduct. Such authorization shall continue in effect from year to year unless revoked in writing between September 1 and September 15 of any year. Pursuant to such authorization, the Business Office will deduct membership dues in substantially equal installments over a nine month period beginning with the first paycheck in September, and transmit the monies deducted, and a record of the deductions, monthly to the Treasurer of the St. Johnsbury Education Association.

Agency Fee

- A. Any member of the bargaining unit who is not a member of the Association shall pay, as a condition of employment, an agency fee of up to the maximum percentage of the Association Dues allowed by law.
- B. By September 1, the Business Office shall provide the Association a list of all members of the bargaining unit. By October 1, the Association shall provide the Business Office the names of any bargaining unit members who are not members of the Association, and from their paychecks, beginning no later than the second payroll period thereafter, the Business Office shall deduct, in approximately equal installments over the balance of the contract year, an amount equal to the agency fee.
- C. Deductions shall be made by payroll deduction or by payment in full to the Association on or before October 1.

3.9 Health Insurance: The School District shall provide health insurance coverage to full time paraeducators employed at least thirty (30) hours a week or more on a regular basis under the terms specified below:

- A. The Board shall offer group health insurance through the four (4) plans (Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI.

The Board will contribute an amount of money toward the cost of health insurance premium for each full-time paraeducator participating in one of the group health insurance plans offered by the District through VEHI. The Board's contribution to the cost of a full-time paraeducator's health insurance premium will be equal to eighty-eight percent (88%) of the premium cost of the VEHI Gold CDHP Plan for single coverage, and the employee will contribute twelve percent (12%) through 12-31-2021. Effective 1-1-2022, the District/paraeducator ratio will be 86%/14%. A full-time school year paraeducator electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of single coverage under the Plan selected by the employee and the amount contributed by the Board. A full time paraeducator selecting coverage under a less expensive Plan offered by VEHI may apply the Board's premium contribution to the cost of single coverage under the Plan selected in an amount up to but not to exceed the full cost of the annual single coverage premium for the Plan selected. An eligible paraeducator may select single, two-person, parent and child(ren) or family coverage, as applicable, under any of the available plans offered by VEHI.

In addition to the premium contributions referenced above, the Board will establish and maintain Health Reimbursement Arrangements (HRA) for paraeducators who select coverage under any of the Plans offered by VEHI.

If a paraeducator's spouse is also employed by the District in a position which is eligible for medical insurance coverage only one of the employees will be eligible for insurance coverage as a member and the other will be eligible for coverage as a dependent. Paraeducators and the Board will share responsibility for the payment of deductibles, copayments and/or coinsurance required under each Plan offered by VEHI as follows:

Gold CDHP Plan: Maximum out of pocket (OOP) costs of \$2,500 single coverage. The Board shall pay the first \$2,200 in out of pocket costs through a contribution toward an HRA. Paraeducators are responsible to pay the last \$300 of OOP costs required under the level of coverage selected. The employee will be responsible for the payment of any additional OOP costs associated with the coverage selected.

The Board HRA contribution of \$2,200 will be available to full time paraeducators selecting the Platinum, Gold, Gold CDHP or Silver CDHP Plan.

Payments for eligible OOP charges incurred may be made automatically to the Provider whenever possible. The Parties understand and agree that the use of debit cards and automatic payment options are only available in cases where the employee has established a Flexible Spending Account (FSA) under the St. Johnsbury Flexible Benefits Plan from which payment for the employee's share of OOP payments can be made. The St. Johnsbury Flexible Benefits Plan document will allow employees to roll over funds in the employee's FSA from one calendar year to the next to the extent allowed by law.

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

Employee premium payments will be made by payroll deduction on a pre-tax basis through a Section 125 Plan administered by the employer.

Funds in the HRA will be available and may be used to pay for qualified medical and prescription expenses that track towards the annual deductible, copayments or coinsurance required for the Plan selected. Unspent funds will not rollover or accumulate from year to year, but will revert to the District, subject to a ninety (90) day run out period. Paraeducators are responsible for the payment of any deductibles, copayments or coinsurance charges incurred prior to the point where the HRA payments begin, based on the Plan selected.

B. In the event that, during the life of this agreement, the District is no longer able to obtain health insurance through VEHI and/or the District is required to obtain employee health insurance through the Vermont Health Connect Insurance Exchange, or there is a change in benefits due to health reform mandates at the state (Vermont) or federal level, the parties agree to reopen Article III Section 3.9 of this agreement and negotiate a new employee health insurance program.

C. In the event that the District is no longer able to provide one or more of the health insurance plan(s) as identified in Article III, the District and the Association agree to negotiate a new employee health insurance program, including group or individual health insurance programs available through the Vermont Health Connect Insurance Exchange. Such negotiations shall be conducted in accordance with the provisions of Title 16 V.S.A. Chapter 57.

D. Recognizing the impact of both federal and state health care reform on health insurance, the Board and the Association agree to meet and explore, in good faith, alternatives to the existing health insurance program as outlined in Article III. The Board and the Association agree to commence such meetings beginning at a mutually agreed upon timeline.

Eligible part time employees participating in the health insurance program will contribute to the employee share of the cost of premium for single coverage under the Gold CDHP Plan on a pro rata basis. Employees who are eligible for but who do not elect to receive health insurance coverage will receive an annual stipend in the amount of \$700.00 (prorated if less than full time), provided that the employee provides the administration with documentation which establishes that the employee has medical insurance. This stipend will be paid in two equal payments in November and May of each year.

In the event that the District receives a rebate as a result of their participation in the Vermont School Boards Insurance Trust health insurance pool, the District will reimburse each paraeducator that is enrolled in the health insurance program up to the amount of their contribution. All other remaining refunds will belong to the District.

3.10 Life Insurance: The School District will provide all staff covered by this Contract with a double indemnity policy of term life insurance. The policy includes a \$50,000 life and accidental death/dismemberment.

3.11 Dental Insurance: The District shall pay 100% of a single membership with Northeast Delta. The School District will allow paraeducators either a single-person, two-person, or family plan dental policy. Paraeducators choosing either the two-person or family plans will pay the difference between the chosen plan and single coverage. The District will assume all administrative costs and duties including record keeping.

If a paraeducator's spouse is also employed by the District in a position which is eligible for dental insurance coverage only one of the employees will be eligible for insurance coverage as a member and the other will be eligible for coverage as a dependent.

3.12 Disability Insurance: The School District will provide all staff covered by this contract with a long-term disability benefit, equal to that provided to other contracted employees. The School District shall pay 100% of the long-term disability insurance premium on the existing plan that covers two thirds (2/3) of the hourly wage rate.

3.13 Absences: When paraeducators are to be absent from school, it is their duty to report their absences on Frontline. In the event that Frontline is no longer utilized, the paraeducators will notify the principal according to the policies established. Principals and/or designees are responsible for securing substitutes.

3.14 Substitute Teaching: Paraeducators may voluntarily agree to substitute for a teacher. The paraeducators will receive an additional \$50 per day when substituting for a teaching position.

ARTICLE IV LEAVES OF ABSENCE

4.1 Medical Leave: Each paraeducator shall be granted 12 days medical leave for each school year. These days will be prorated for all employees working a partial year. This calculation will be based on the percentage of days worked vs. the total number of contract days in each year. Unused medical days may be accumulated up to a maximum of 80 days.

Medical days shall be defined as days taken for medical illness in the immediate family. Immediate family members shall be spouse/civil union partner and the following members of the paraeducator's or spouse's/civil union partner's family: children, parents, siblings, past legal guardians, dependents, grandparents, grandchildren and members of the present household.

- A. Upon leaving the St. Johnsbury School District, a paraeducator shall be paid for each accumulated day of medical leave or upon eligibility for benefits under the Vermont Municipal Employees Retirement System.
1. \$15 per day after 10 years of service
 2. \$30 per day after 20 years of service

4.2 Cumulative Medical Days: In the event that an automated system is no longer being used by the District, each paraeducator shall be notified in writing by the Superintendent or designee as to the number of medical days accumulated to date by September 15th of each school year.

- A. Sick Leave Bank: On or before July 1, paraeducators who have accumulated the maximum number of sick leave days may donate any excess days that will not be carried forward to the next year for use in a sick leave bank.

Paraeducators will submit a written statement indicating the number of days they wish to donate to the sick bank annually. This form shall be submitted to Human Resources.

If additional days are needed to cover requested sick leave bank days, any paraeducator may voluntarily donate some of his/her sick leave days.

The sick leave bank shall never exceed a total of 90 days. The accumulated days in the sick bank shall continue from one school year to the next. The sick bank is intended to be used for long-term illnesses of the employee.

Paraeducators may apply for the sick leave bank for up to 30 days by submitting a written request to the sick leave committee. After using their accumulated sick leave they may use the sick leave bank days only until long-term disability insurance becomes available. In the event that the committee is divided evenly the Board shall make the final approval.

The sick leave bank committee shall be composed of two Administrators appointed by the Superintendent and two staff members appointed by the Association. Days shall be granted pending medical verification of the necessity to extend leave by an attending physician.

The sick bank committee shall maintain a detailed record of days donated to the sick bank, days deducted from the sick bank and a balance of days remaining in the sick bank. The sick bank committee will audit these records at least annually. A written summary of this review will be provided to the Association and the Administration upon completion.

4.3 Personal Days: Each paraeducator will be granted up to three (3) personal days in each fiscal year. Personal days may accumulate to a maximum of five (5). Personal days shall not be taken to create or extend vacations or holidays. The first and last day of school (which may be extended due to emergency days) will be considered an extension of a vacation. Personal days will be considered as being used to create a vacation if more than three (3) consecutive personal days are requested. There are some cases in which this restriction may be waived:

1. The Superintendent shall waive the restriction on the use of personal days prior to holidays and vacations to allow paraeducators to attend graduations or weddings for immediate family members.

2. The Superintendent may waive the restriction on the use of personal days prior to holidays and vacations to allow paraeducators to attend other significant family celebrations.
3. The Superintendent may waive the restriction on use of personal days prior to or following holidays or vacations due to unusual personal circumstances that would alleviate personal hardship, but not considering financial advantage.
4. Paraeducators wishing to request a waiver must submit a request for a waiver in writing to the Superintendent at least ten (10) days before the day(s) in question. The superintendent may either grant personal day(s) with pay or approve a paraeducator taking the day(s) requested without pay.

4.4 Professional Days: Each paraeducator may be granted, with the approval of the immediate supervisor, one day for the purpose of visiting other schools and/or attending conferences of educational benefit to the St. Johnsbury School District. Any additional professional days may be granted at the discretion of the Superintendent or his/her designee. Any such approved days will be with pay.

4.5 Emergency Days: Up to two (2) paid days leave will be allowed for unexpected and/or unavoidable circumstances as they pertain to the immediate household. If possible, the employee will give 24 hours notice of the leave except when events prohibit this advance notice. If so, employees will notify the school as soon as possible. Upon return, a standard leave form shall be submitted to the Superintendent. If these days are taken just prior to or immediately following a school vacation or break, the Superintendent may require documentation to support the fact that an emergency situation did in fact take place.

4.6 Maternity and Child Rearing Leave: A paraeducator who is pregnant may continue in her regular employment as long as she is medically able to perform her full and regular duties. At such time as the paraeducator is certified by her physician as no longer able to continue working, she shall be entitled to go on sick leave (in accordance with Section 4.1) or unpaid leave in accordance with Family Medical Leave Laws (FMLA), if applicable. In the event of a disabling medical condition, medical certification from the attending physician will be required to extend the use of sick leave days.

Upon request, a paraeducator may be granted a one year, unpaid, child-rearing leave of absence. Such leave may be taken in conjunction with maternity leave and/or leave for adoption.

4.7 Jury Duty: Leave for jury duty will be provided at full pay less the amount earned on jury duty on the days school is in session.

4.8 Bereavement: A paraeducator shall be granted by the Board up to five days paid leave per occurrence for a death in an employee's immediate family. Family, established by birth or marriage, shall be defined as spouse, children, parents, grandparents, grandchildren, siblings, aunts/uncles, nieces/nephews, dependents, and individuals residing in the employee's home.

Up to two (2) days leave per year may be granted to employees to attend funerals or related services in the event of the death of a non-family member.

4.9 A. Extended Leave of Absence: A paraeducator may be granted, upon request and at the Board's discretion, a years leave of absence without pay. Said paraeducator shall notify the Superintendent, in writing of the desire to take such leave no later than June 1st prior to the fiscal year in which the leave is to be taken. The Superintendent must be notified in writing of the intention to return prior to May 1st of the fiscal year in which the leave is to be taken.. The lack of notification shall deem the position to be vacant.

B. Military Service: Any paraeducator called for active military service shall be on leave status for the duration of service. The School District agrees to comply with all Federal and State laws and regulations with regard to Uniformed Services Employment and Reemployment Rights.

- a. The Board shall grant full year wage schedule credit.
- b. The same or substantially equivalent position will be assigned to the paraeducator when returning from active duty.
- c. Any unused sick leave will be carried forward.
- d. The paraeducator shall receive any prorated money earned for time worked.
- e. While on active duty, a paraeducator's absence will be considered an approved leave.
- f. The paraeducator and their dependents will be entitled to continue to receive medical insurance, dental insurance, disability insurance, life insurance, and any other benefits contained in this contract.

4.10 Rights of Reemployment: A paraeducator who is granted a leave of absence pursuant to 4.6 or 4.9 shall have the following rights:

- A. A paraeducator who is granted leave under this section shall be restored to his/her former position or shall be assigned to a substantially equivalent position at the end of the approved leave. The paraeducator will retain all seniority rights and shall not lose credited experience.
- B. Contracted fringe benefits and the step on the wage schedule will be restored.
- C. While on extended unpaid leave, a paraeducator may elect to continue coverage under the various insurance plans, if allowable under the terms of the policies, providing the paraeducator assumes the full cost of premiums for the policy.

ARTICLE V EVALUATION

The evaluation of paraeducators is important to the District as well as to the individual since the purpose is to improve services provided.

All newly hired paraeducators will be evaluated by the appropriate building level administrator and will receive an evaluation within the sixty (60) day probationary period; if retained beyond the probationary period the paraeducator will then be formally evaluated within their first year of employment. Subsequent formal evaluations will be performed every third year. The administration reserves the right to formally and/or informally evaluate paraeducators in any given year.

Paraeducators shall be given a copy of any and all evaluation reports and shall be entitled to a conference to discuss the report. No such report shall be submitted to the central office without prior conference with the paraeducator. No paraeducator shall be required to sign a blank or incomplete evaluation form. All written evaluations shall be signed by the paraeducators and the evaluators.

Paraeducators will participate in a pre-conference and post-conference regarding any evaluation whether summative or not.

No corrective action plan shall be issued without first giving the employee a verbal warning in a private setting in accordance with Section 2.13 and the specified behavior to be remedied. If the unwanted behavior continues

after sufficient time to remedy the behavior, a corrective action plan specifying the deficiencies and the expected remedy shall be given.

No material derogatory to a paraeducator's conduct, service, or character will be placed in the personnel file unless the paraeducator has had an opportunity to review the material. The paraeducator shall acknowledge that he/she has had the opportunity to review such material by signing the copy to be filed, with the express understanding that such signature in no way indicated agreement with the content. The paraeducator will have the right to submit a written statement to such material and the statement will be reviewed by the Superintendent or his/her designee and attached to the filed copy.

Material more than five years old that is not currently valid may be destroyed when approved by both the administration and the paraeducator.

Employees shall have access to their personnel file. To view the file the employee must schedule an appointment with Human Resources. A representative of the administration will be present during the file review. The employee has the right to receive copies of any material contained in the file, but may not remove any documentation without written authorization of the Superintendent.

ARTICLE VI GRIEVANCE PROCEDURE

Definition: A grievance shall be construed for the purpose of this Contract to mean a claim or dispute involving the interpretation and/or application, either in whole or in part, of the terms of this Agreement. Under no circumstances shall any matter, which is not a part of this Contract, be considered a valid cause of grievance. This exclusion shall include items intended for future negotiation and those which may be under current negotiation, but which have not been made a part of the existing Contract. A grievant, or aggrieved person shall be such person or persons as institutes a grievance at its initial stage or step under this Contract. The Association shall be the exclusive representative for grievances filed per this article.

Time Limits: All time limits contained in this grievance procedure shall consist of school days except when a grievance is submitted on or is in progress after the school year ends, in which case the time limits shall consist of all weekdays, excluding holidays.

Right to Representation: The grievant shall, at all steps in the formal grievance procedure herein provided for, be entitled to be represented by a representative of the Association.

Procedure Requirement: No grievance shall be entertained except in accordance with the procedures specified in this Contract. Failure by the grievant to adhere to these procedures within the specified time periods shall render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time periods shall not be construed to be a decision in favor of the grievant. The grievance may be referred to the next appropriate step. A grievant must file, in duplicate, a standard Grievance Report Form at each step, a copy of which shall be filed at the same time with the Association.

Pass-Through Provisions: A grievance more appropriately filed with the Superintendent may be filed initially at Step 2 of this procedure.

Right to Withdrawal of Grievance: A grievance may be withdrawn at any step without establishing precedence.

Right to Hearing: The grievant shall at any or all steps of the grievance procedure be allowed a hearing if so requested within the time limit provided at the appropriate step(s).

Informal Discussion: Nothing contained within this grievance procedure shall be construed as limiting the right of any paraeducator to discuss the matter informally with his/her supervisor before filing the matter as a formal grievance and having the dispute adjusted without intervention of the Association, provided such adjustment is

not inconsistent with the terms of this Contract. Should such informal process fail to resolve the grievance then formal filing shall be made in accordance with the following steps:

Step I - The Association shall forward, in duplicate, a copy of the Grievance Report Form to the appropriate principal, setting forth the specific problem being grieved and stating the redress sought. The principal shall, within five (5) days after receipt of the specified documents, render in writing a decision, a copy of which shall be given to the grievant and to the Association. No grievance shall be given consideration unless it is filed in accordance with the procedure herein within thirty (30) school days of the occurrence, which gave rise to the grievance.

Step II- If the grievance is not resolved at Step I, the Association shall within five (5) days forward, in duplicate, a copy of the Grievance Report Form to the Superintendent of Schools, indicating the reason for the dissatisfaction with the decision of the principal, and stating the redress sought. The Superintendent shall notify the Association of his/her receipt of the grievance and upon such notification, the Association shall forward to the Superintendent a memorandum stating the concurrence or non-concurrence of the Association in the appeal of the grievance to Step II. The Superintendent shall, within five (5) days after the receipt of the specified documents, render in writing a decision, copies of which shall be given to the grievant and to the Association.

Step III - If the grievance is not resolved at Step II, the Association shall within five (5) days forward, in duplicate, a copy of the Grievance Report Form to the Chair of the Board of School Directors or his/her agent, setting forth the reason for the dissatisfaction with the decision of the Superintendent of Schools and stating the redress sought. The Chair of the Board of School Directors or his/her agent shall notify the Association, in writing, that the grievance has been received. Upon receipt of a grievance, the Board Chair will schedule a hearing within fourteen (14) days before the Board of School Directors. Preceding Board action, the Association will forward to the Board Chair a memorandum stating the concurrence or non-concurrence of the Association in the appeal of the grievance to Step III.

Step IV- If the grievance is not resolved at Step III; the Association shall within ten (10) days request binding arbitration upon the matter. Such request shall be made in writing and delivered in person or by certified mail (return receipt requested) to the Superintendent of Schools. Personal delivery shall warrant a dated, signed receipt. The person of an arbitrator shall be determined by mutual agreement between the Board of School Directors, or its designated representative, and the Association, or its designated representative. Should the parties be unable to agree upon an arbitrator, arbitration shall be requested from the American Arbitration Association in accordance with its rules and procedures. Decisions of the arbitrator in matters of grievance shall be final and binding. Costs of the arbitrator shall be borne jointly by the parties to the grievance. The arbitrator shall have no power to alter or amend the terms of this Contract. However, the arbitrator shall be empowered to include in any award such financial reimbursement or other remedies, as s/he shall judge to be proper. Should any party desire a transcript of the proceedings in arbitration, that party shall bear the full costs of such transcript. The Board, the administration, and the Association agree to cooperate in the investigation of any grievance, and further agree to furnish one another with any information requested, which is established to be pertinent to the processing of a dispute presently being grieved. No new evidence shall be presented in arbitration that has not been previously presented to both parties.

No grievance shall be initiated or processed during assigned working hours unless mutually agreed upon by both parties.

No reprisals of any kind will be taken by the Board or the Association against any paraeducator because of his/her participation in this grievance procedure.

Under no circumstances shall a minor be a party to or a participant in any grievance procedure, unless prior written consent by a parent or guardian has been filed with the Superintendent of Schools.

In accordance with 12 V.S.A. §5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association 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 this article.

ARTICLE VII CONSTRUCTION OF CONTRACT

7.1 **Severability:** If any provision of this Agreement or any application thereof to any employee or group of employees 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 in effect.

7.2 **Entire Understanding:** This Contract is a complete agreement between the contracting parties covering all matters, which were the subject of negotiation. All matters not dealt with herein shall be treated as having been brought up and disposed of and neither the Board nor the Association shall be under any obligation to discuss with the other party any modifications or additions to this Contract which are to be effective during the term of this Contract, except as may be herein provided for.

7.3 **Modification of Contract:** This Contract may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

7.4 **Copies:** Copies of this Agreement will be given to employees at the time of employment and annually in the personnel manual.

ARTICLE VIII EARLY RETIREMENT INCENTIVE PROGRAM

Early Retirement Incentive Program will be offered under the following conditions at the Board's discretion:

- A. Eligibility: This Program is offered to any paraeducator in the bargaining unit who has fifteen (15) years of service to the St. Johnsbury School District.
- B. Compensation:
 - a. The paraeducator shall receive a total cash payment equivalent to sixty-six percent (66%) of his/her highest wages in the District.
 - b. For three (3) years immediately following the paraeducator's resignation, the Board will pay the paraeducator's contribution for single coverage in the Blue Cross/Blue Shield Plan provided to paraeducators. The Board and the paraeducator shall contribute the same percentage toward the premium cost of said plan as provided in the Agreement for said year of coverage.
 - c. The cash payment under section B-1 will be made in three (3) equal installments on September 15th during the first three (3) years following the paraeducator's resignation. The District will deduct any applicable state and federal taxes from the payments to paraeducators.
- C. Application for this program will be accomplished by a paraeducator tendering a letter of interest in the early retirement incentive by April 15. Employees will receive a response to the letter of interest by May 1. Employees who have been accepted for the early retirement incentive will then tender a letter of resignation, with an effective date of June 30; this letter of resignation must be tendered by May 1, of

the year of resignation. Such resignation will be contingent upon the receipt of the early retirement incentive. The letter of resignation should be addressed to the Chairperson of the Board with a copy forwarded to the Superintendent's Office.

D. Other Provisions:

1. The Program is being offered on an entirely voluntary basis. No paraeducator shall be obligated to participate in this Program.
2. Paraeducators who are interested in the Program may contact the Superintendent's Office to verify their wages, health insurance costs, and procedures.

Dated this 20th day of June 2022.



School Board Chairperson


Association Co- President

Association Co-President

Members of the Board:

Members of the Negotiating Team:



FY23 Para Salary Schedule

Step	HQ	HQ+15	HQ+30	HQ+45	A	A+30	B	G
0	\$15.20	\$15.54	\$15.88	\$16.23	\$16.57	\$16.91	\$17.25	\$17.59
1	\$15.54	\$15.88	\$16.23	\$16.57	\$16.91	\$17.25	\$17.59	\$17.94
2	\$15.88	\$16.23	\$16.57	\$16.91	\$17.25	\$17.59	\$17.94	\$18.28
3	\$16.23	\$16.57	\$16.91	\$17.25	\$17.59	\$17.94	\$18.28	\$18.62
4	\$16.57	\$16.91	\$17.25	\$17.59	\$17.94	\$18.28	\$18.62	\$18.96
5	\$16.91	\$17.25	\$17.59	\$17.94	\$18.28	\$18.62	\$18.96	\$19.30
6	\$17.25	\$17.59	\$17.94	\$18.28	\$18.62	\$18.96	\$19.30	\$19.65
7	\$17.59	\$17.94	\$18.28	\$18.62	\$18.96	\$19.30	\$19.65	\$19.99
8	\$17.94	\$18.28	\$18.62	\$18.96	\$19.30	\$19.65	\$19.99	\$20.33
9	\$18.28	\$18.62	\$18.96	\$19.30	\$19.65	\$19.99	\$20.33	\$20.67
10	\$18.62	\$18.96	\$19.30	\$19.65	\$19.99	\$20.33	\$20.67	\$21.01
11	\$18.96	\$19.30	\$19.65	\$19.99	\$20.33	\$20.67	\$21.01	\$21.36
12	\$19.30	\$19.65	\$19.99	\$20.33	\$20.67	\$21.01	\$21.36	\$21.70

Highly Qualified Paraprofessionals (HQP) HQP status is determined at the local level. The following are the minimum federal requirements for Title I instructional paraprofessionals to achieve HQP status:

1. All Title I instructional paraprofessionals must have a high school diploma or its recognized equivalent.
2. In addition, Title I instructional paraprofessionals must also have:
 - a. **Completed at least 2 years of study (defined as a minimum of 48 credit hours) at an institution of higher education; or**
 - b. Obtained an associate's (or higher) degree; or
 - c. Met a rigorous standard of quality and can demonstrate through a formal State or local academic assessment: Knowledge of and the ability to assist in instructing reading, writing, mathematics; and ii. Knowledge of and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.