

2020 - 2022

AGREEMENT

BURLINGTON BOARD OF SCHOOL COMMISSIONERS

AND THE

B.E.A. PARAEDUCATORS OF THE

BURLINGTON SCHOOL DISTRICT

(August 15, 2020 – August 14, 2022)

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## ARTICLE I

### RECOGNITION AND DURATION OF AGREEMENT PREAMBLE

This Agreement entered into by and between the Burlington Board of School Commissioners, hereinafter called the "Board" and the Burlington Education Association Inc. affiliated with the Vermont-NEA and the National Education Association, hereinafter called the "Association".

### RECOGNITION

1.1 The Board recognizes the Association as the sole and exclusive representative for collective bargaining purposes concerning the terms and conditions of employment and other matters of mutual concern for all Paraeducators of the Board subject to representation under Chapter 22 of 21 V.S.A. Excluded from recognition are Paraeducators who are engaged as substitutes for periods of less than one full academic year.

### PARAEDUCATOR DEFINITION

1.2 The bargaining unit shall consist of all Paraeducators regularly employed by the Burlington School District except for those Paraeducators employed for less than twenty (20) hours per week. All subsequent references to "Paraeducators" under this agreement shall be deemed to include health Paraeducators, computer lab Paraeducators, and technical center Paraeducators, except where specifically treated as separate. If and when the Board of School Commissioners changes the title of the present health Paraeducator, the wording of this article will be changed to include the new title.

1.3 Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "Paraeducators."

### ROLE OF PARAEDUCATORS

1.4 Except as otherwise specifically provided in this agreement, or otherwise specifically agreed to in writing between the parties, the role of the paraeducator within the Burlington School District is to provide the necessary support for all students and therefore it is the expectation that paraeducators will provide the services for which they were hired to all students, assigned and as well as those not individually assigned.

### RIGHTS OF THE BOARD

1.5 The operation of the schools and the direction of the working force, including the right to plan and assign work to employees, to determine the means, methods, processes, materials, and

equipment; to maintain the efficiency of the schools and employees; to determine the manning of jobs; to create, revise, and eliminate jobs; formulate or promulgate regulations, incidental to the management of the Board affecting the public health, safety, and welfare, to hire and terminate; to maintain order, and to suspend, demote, discipline, and discharge employees for just cause are rights solely of the Board.

#### DURATION AND EXPIRATION OF AGREEMENT

1.6 This Agreement will be effective on August 15, 2020 and will continue for the duration of the contract. This Agreement will expire on August 14, 2022.

1.7 The Association will notify the Board if it does not intend to negotiate, otherwise negotiations for a successor to the Agreement will begin December 1 of the year before this Agreement expires.

1.8 This Agreement may be extended from time to time beyond its expiration date by mutual agreement.

## ARTICLE II

### OTHER AGREEMENTS

#### CONDITIONS OF EMPLOYMENT

2.1 This Agreement will set forth rates of pay, hours of work, and other mutually agreed upon conditions of employment.

#### MODIFICATION OF THE CONTRACT

2.2 The Association and the Board, nor its school administration will not take any action affecting wages, hours, or other mutually agreed upon conditions of employment or any other matter covered by this Agreement unless agreed to.

#### RESOLUTION OF DIFFERENCES

2.3 The Association and the Board subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there will be no strike, work stoppage, or other concerted refusal to perform work by Paraeducators covered by this Agreement nor any instigation thereof during the life of this Agreement, nor will the Board engage in or permit any lockout of Paraeducators.

#### CONSISTENCY WITH THE LAW

2.4 If any provision of this Agreement or any application of this Agreement to any employee 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.

#### INDIVIDUAL CONTRACTS

2.5 All individual contracts between the Board and individual Paraeducators will be subject to, and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement will be controlling.

#### EQUAL TREATMENT

2.6 The Board and the Association agree that there will be no discrimination, and that all practices, procedures and policies of the school system will clearly exemplify that there is not discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Paraeducators in the application or administration of this Agreement on the basis of race, creed,

color, religion, national origin, sex, sexual orientation, domicile, marital status or civil union.

#### NOTICE UNDER AGREEMENT

2.7 The parties will provide written notice addressed to the Chair of the Burlington Board of School Commissioners and to the Superintendent, at 150 Colchester Avenue, Burlington, Vermont 05401, or to the Burlington Education Association, Inc., Burlington High School, 52 Institute Road, Burlington, Vermont 05401. Either party may request a change of their address.

All parties, including the Association, the Board, the Superintendent and Paraeducators will give all agreements, approvals, decisions, notices, notifications, requests, and other communications in writing.

#### CONFIDENTIALITY

2.8 Paraeducators will not be required to disclose confidential information, except as required by law. Notwithstanding the foregoing, Paraeducators will share otherwise confidential information regarding students with school officials with legitimate educational interest as defined by the Board's Educational Records Policy.

#### COLLECTIVE BARGAINING RIGHTS

2.9 Paraeducators will have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations. The Board will not discriminate against Paraeducators with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities of the Association, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement.

#### LEGAL RIGHTS

2.10 The Board will not deny or restrict Paraeducators of rights guaranteed by State of Vermont School Laws or other applicable laws and regulations.

#### RIGHTS OF CITIZENSHIP

2.11 Paraeducators will be entitled to full rights of citizenship. There will be no discrimination, retaliation or disciplinary action taken against those who exercise those rights. However, the preceding sentence shall not entitle Paraeducators to act or teach contrary to the lawful policies of the Board.

## ARTICLE III

### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

#### COMMENCEMENT OF NEGOTIATIONS

3.1 The Board and the Association will meet in a good faith effort by December 1, prior to the expiration of this agreement to negotiate modification of the Master Agreement.

#### NEGOTIATIONS PROCEDURES

- 3.2 (a) The purpose of negotiations is the exchange of relevant data, points of view and proposals in the best interest of the Association and the Board.
- (b) The Association and Board will submit requests on negotiable matters not later than December 1, prior to the expiration of this Agreement. The Board will provide the Association with complete budgetary information and all pertinent records, data and information as soon as practical. The Association will provide to Board with requested information pertinent to bargaining as soon as practical.
- (c) The parties may consult concerning the contract proposals and the course of negotiations between the Board and other school system bargaining units. Either party may discuss contract proposal between it and another bargaining unit.

#### AUTHORITY TO NEGOTIATE

3.3 Each party will provide to the other, upon request, a written statement indicating the persons authorized to act in its behalf in regard to all aspects of negotiations and to enter into tentative agreements. It is understood and agreed that each party is entitled to appoint whomever they choose to represent them.

#### TENTATIVE AGREEMENT

3.4 All items of agreement will be submitted to the Board and the Association for ratification.

#### RATIFICATION

3.5 A mutually acceptable written agreement will be signed by the Chair of the Board and the President of the Association and by both negotiating teams on ratification by the parties. Said agreement will then be binding upon the parties for its duration.

#### CONTRACT DOCUMENT

3.6 Copies of this Agreement will be available on the District's website within thirty (30) week days after the Agreement is signed where it can be viewed by Paraeducators now employed or hereafter employed by the Board.

#### DECLARATION OF IMPASSE

3.7 Either party may declare impasse if the parties fail to reach agreement after discussion of all negotiable matters. Collective bargaining procedure and resolution of impasse shall be in accordance with 21 Vermont Statutes Annotated, Chapter 22, the Vermont Municipal Labor Relations Act and any other relevant statutes. All costs for the services of a mediator, factfinder (or factfinding panel) and/or arbitrator shall be shared equally by the Association and the Board.



## ARTICLE IV

### EMPLOYMENT AND JOB SECURITY

#### WORK YEAR/WORK SCHEDULE

4.1 (a) The work year shall be no less than 180 days and is hereafter referred to as the contract year. The normal work year for the Paraeducators shall be the District student days plus not less than two (2) and not more than seven (7) in-service days. All reasonable efforts will be made to schedule one in-service day as the District Orientation day. The parties recognize that the Board has the right to determine the actual number of working days according to the needs of the school district.

The district reserves the right to schedule the first day of work for prior to the start of the student school year for the purpose of in-service training and preparation for the start of school. in addition to the 180 workdays. Any additional days will be paid at the appropriate hourly rate.

(b) The District shall publish an annual calendar that includes work days and training days for all Paraeducators. This calendar will clearly delineate applicable BSD inservice and training days, student days, and counted work days for each month but is subject to change in the discretion of the District. Additionally, this calendar shall be available on the district website.

(c) Holidays as referenced in 6.5 are incorporated into the hourly rate of pay and the pay schedule contained within the Master Agreement.

(d) The school district shall have the right to modify a Paraeducator's work schedule with a one-week notice. A copy of the notice of change will be sent to the Human Resources and the school principal as well as the Paraeducator. This modification shall not decrease their eligible benefits during the current school year.

(e) Temporary increases to the number of hours worked by Paraeducators during the workweek may be made after the date of notification and at the discretion of management. In the event that a Paraeducator's workweek is extended the additional hours worked will be paid at the normal hourly rate of compensation. Such discretion will take into account the operational needs of the school district and the needs and concerns of the Paraeducator whose schedule is to be changed.

(f) There will be no attempt by the Board to reduce the number of bargaining unit members by limiting Paraeducators to less than a 20 hour work week. Provided however, the Board retains the sole right to create, eliminate and reduce the effort of positions to less than twenty (20) hours per week for budgetary, program, and staffing reasons or other reasons it deems in the best interests of the school department.

(g) Those Paraeducators who will be continued into the subsequent school year will receive notice of reemployment by June 30 of each year. The notice will include information as

to the minimum number of paid days the Paraeducator will be scheduled to work during the school year, the minimum number of hours scheduled to be worked each week, and the rate of pay. Individual student Paraeducators rehired for the following school year will receive a list of specific duties associated with the student.

## PROBATION

4.2 Every newly employed Paraeducator shall serve a probationary period of one (1) full year from the date of hire and must have a successful evaluation at the end of that period to be removed from probation. Termination during the probationary period is not subject to grievance. During the probationary period, a Paraeducator shall not be eligible for the sick bank benefit per 6.1(d).

Paraeducators who separate their employment as a Paraeducator will not be required to serve an additional probationary period if the following criteria are met:

1. The Paraeducator returns to work within 24 months of having separated his/her employment.
2. The initial probationary period was successfully completed prior to separation of employment.
3. Will receive a pay rate taking into consideration their experience with the school district.
4. Prior seniority, benefits and sick leave accrued will be restored upon return within 24 months.

## CONDITIONS OF EMPLOYMENT

4.3(a) The Board agrees to make payroll deductions for Association dues and transmit said monies to the Association on a regular basis. Authorizations will be in writing and continuous from year to year as long as the Paraeducator remains employed by the school district unless the Paraeducator notifies the Association in writing prior to September 15 of a year that he/she wishes to withdraw his/her authorization for dues deduction. The Association shall provide the school district with new authorization forms or written directives received prior to September 15 to revoke present authorization by October 20 of each year. Dues deduction shall begin the second (2nd) pay period in October and continue for thirteen (13) consecutive paychecks. Deductions for dues authorizations received by the school district after October 20 shall begin on January 1 and continue for the remainder of the school year.

(b) On or before September 30 of each year, the Board will provide the Association with a list of all members of the bargaining unit. The names of new members of the bargaining unit commencing work during a school-year will be provided to the Association within thirty (30) calendar days of the commencement of employment for the Board.

(c) Paraeducators on a leave of absence, educational or otherwise, or absent, due to illness or accident, shall upon return to the Burlington School System be given the salary, seniority and

other benefits they would have had prior to the leave but not necessarily the same position or location. See Board Policy Parental, Family and Medical Leave Policy for eligible Paraeducators. Such absences will not require the serving of an additional probationary period upon return of the Paraeducator to active employment, provided they have already successfully completed a full probationary period.

(d) Paraeducators may be requested to serve as hourly, half day, or full day substitutes for absent or ill teaching personnel within the Paraeducator's area of employment. When requested to serve as a substitute the Paraeducator shall be paid three dollars (\$3.00) an hour above their regular rate. Paraeducators who are assigned as a substitute in a higher area for more than 11 consecutive days shall be paid six dollars (\$6.00) per hour above their regular rate. Paraeducators are eligible for substitutes pay only when so directed and confirmed in writing by the building administrator or designee.

(e) Paraeducators shall not be assigned outside their area of employment except in case of emergency. Such reassignment shall be at the direction of the building administrator in consultation with Director of Special Services, or his/her designee. Employees shall not be assigned to work under conditions that constitute a threat to their health or safety, to the extent that such threats fall outside of the scope of work reflected in their job description and daily practice. However, this section shall not be construed to allow a paraeducator to abandon their student(s).

(f) It is the intent of this clause to guarantee all Paraeducators a duty-free lunch period of not less than thirty (30) minutes daily. However, Paraeducators may be assigned on a school by school basis depending upon the particular needs of the individual school to a lunch period of no less than twenty-two (22) minutes per day as long as the Paraeducator is compensated with either a daily reduced work schedule of eight (8) minutes or compensated monetarily for eight (8) minutes per daily work schedule. In the event a Paraeducator is unable to take a thirty (30) minute, duty free lunch; such as when on an all-day field trip, the Paraeducator shall be entitled to compensation per hourly rate for that thirty (30) minutes. This additional time shall be submitted to the building administrative assistant within two (2) school days of the event. The appropriate case manager should also be notified and payment will be subject to their approval.

(g) If a job requires transport or lifting of students or other unusually burdensome duties, such duties will be described in the job posting. If such duties are required to work in an individual student position, the individual student Paraeducator's contract will have a list of the duties attached thereto.

(h) Physical restraint may be used by a Paraeducator to protect himself or another staff member and/or student from possible injury, or in extraordinary cases of breach of discipline, to restrain a disruptive pupil, provided the restraint used is reasonable under the circumstances. Paraeducators shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent or his designee, who shall comply with any reasonable request from the Paraeducator for information in the possession of the Superintendent

relating to the incident or the person involved and shall act in appropriate ways to liaison between the Paraeducator, the police and the courts.

(i) The Board shall give full support to the Paraeducators including legal and other assistance for court action brought by parents or citizens against the Paraeducator while acting in the proper discharge of his/her duties and shall give full support including legal and other assistance for any assault upon the Paraeducator while acting in the proper discharge of his/her duties. Board support, including legal assistance (under this Article) shall mean to the extent and subject to the conditions set forth in the Liability Insurance coverage provided by the Board for this purpose. The Board will make every effort to obtain for employees the full benefits of this insurance coverage.

(j) All District policies for safety, protocol, and subsequent discipline apply to any environment in which a Paraeducator is performing their respective designated duties, including vehicles. Employees shall not be required to work under unsafe or hazardous conditions or without required personal protective equipment as defined by state and federal health and safety laws (e.g. VOSHA and OSHA).

#### TRAINING AND EDUCATION

4.4 (a) Paraeducators may apply to the Superintendent or designee to attend courses, workshops and evening programs offered through the school district. Paraeducators will be given access to such courses and programs offered through the school district on a basis equal to that of other employees and on a no additional cost basis to the School District. Notices of courses and program offerings will be emailed to Paraeducators. Notices will include the statement that Paraeducators are eligible to apply. Paraeducators who wish to attend courses shall coordinate with their immediate supervisor in making application to attend and permission to attend will be granted or denied in the sole discretion of the Superintendent or designee.

(b) The District shall provide training to each Paraeducator to perform the essential job functions of their position or assignment. Attendance by Paraeducators at this training shall be mandatory. These trainings shall be done during scheduled work days or shall be paid at their regular hourly rate when required by the District to attend a training outside of work hours.

(c) With the exception of those education/training workshops/trainings/courses participated in pursuant to subsections (d) and (e) of this Section, below, if Paraeducators attend training or in-service at the direction of or with the advance approval of the District (Superintendent, or designee) and it occurs after the regularly scheduled workday, Paraeducators will be paid their regular hourly rate for such time. Meeting time will be logged and submitted every pay period and employee will be paid for time worked in the corresponding payroll.

(d) During each school year the Board will establish a fund of \$10,000 for support of educational/training workshops/trainings/courses. This fund will be available to Paraeducators for college tuition reimbursement and other educational /training workshops offered by colleges, universities, State and Federal Agencies, non-profits, organizations, businesses, or other relevant

learning entities. This fund will be available on July 1 of each year and funds will be available until exhausted. Unused funds will not roll over to the next fiscal year. A Paraeducator may be reimbursed up to \$750 during a fiscal year. Once per quarter, the BEA may request, and the District shall provide upon receipt of such request, a report on the current status of this fund.

(e) A Paraeducator who has completed an initial 45 work days of employment by the District will be eligible for reimbursement funds. Requests for reimbursement for courses/training from these funds will be handled on first come first served basis by the Superintendent of Schools or his/her designee with the provision that such request must have the **PRIOR APPROVAL** of Human Resources following utilization of current forms and application process. Tuition Reimbursement is available only upon presentation of proof of payment and proof of attendance and/or completion of the course or workshop.

If there is a problem regarding reimbursement the matter can be appealed to the Superintendent. The matter will not be subject to the grievance procedure outlined in this agreement.

(f) A Paraeducator who has completed an initial 45 work days of employment by the District will receive one paid professional day per year. The use of a professional day will be at the discretion of the Paraeducator. The professional development must be relevant to the Paraeducator's assignment and must have prior administrative approval.

(g) A Paraeducator directed to attend workshops, trainings, or conferences by management during the student work day will be compensated at their regular hourly rate. The district will pay the cost of travel and accommodations, unless the para requests special arrangements which are different from the travel and accommodations budgeted for (such as a single room, etc.) in which case the para will pay the additional cost.

(h) A Paraeducator Advisory Committee shall be maintained and shall meet, at a minimum, once every other month (bi-monthly) and shall include up to five (5) members designated by the union and members of the administration assigned by the Superintendent. The purpose of the Paraeducator Advisory Committee shall be to research, discuss and provide advisory recommendations and/or advice to the Superintendent on the following:

- i. In services and scheduling of education and training opportunities and the manner of notice of such to all Paraeducators
- ii. Strengthening educational/training workshops, programs, courses and other professional development
- iii. The annual handbook and annual calendar
- iv. Any other topic agreed to be discussed by both the union members and assigned members of the administration of the Committee

## JOB SECURITY

4.5 (a) Paraeducators who ***are not to be rehired*** due to reduction in force for the subsequent school year will receive written notice of such on or before July 22nd. Paraeducators who have

their position reduced will have bumping rights under Article 9.

(b) Written notice will be given on or before April 15 to Paraeducators whose performance may result in non-renewal for performance related reasons. Notice for Paraeducators of non-renewal will be by June 15. Notice will include the reason(s) for non-renewal.

(c) A Paraeducator who has successfully completed his/her probationary period will not have their contract non-renewed, for performance reasons, or be disciplined, reprimanded, reduced in rank or compensation, suspended, or dismissed, or have an adverse evaluation of performance placed in their personnel file without just and sufficient cause. A grievance relating to this provision will be presented at Level 2. Non-renewal of Paraeducators during their probationary period of employment in the school district will not be grievable.

(d) Paraeducators will be promptly notified of any complaints against them and used in any manner in evaluation. The complaint will be promptly investigated and they will be given an opportunity to respond to and/or rebut such complaint.

(e) A Paraeducator shall be entitled to have a representative of the Association present during any disciplinary meeting he/she is required to attend by the Board or the administration. The Paraeducator shall be notified in advance of the reason(s) for the meeting, and the time, date, and place of the meeting. If a meeting is scheduled during the school day by the Board or an administrator, and an Association representative must be excused from his/her regular duties to attend such a meeting, he/she shall be excused without loss of pay or benefits.

(f) A Paraeducator who is suspended shall be entitled to a hearing before the Superintendent within five (5) working days, not including the day of suspension, and if reinstated, he/she shall receive pay for the period of suspension. Such suspension and dismissal shall be subject to the grievance procedure.

## EVALUATIONS

4.6 All Paraeducators will be evaluated by May 1<sup>st</sup> of each year. In addition, paraeducators on probation will be evaluated at least once within the first 90 workdays of employment. A conference to discuss any evaluation reports will be held. Paraeducators are required to sign evaluation reports to demonstrate that the Paraeducator has had the opportunity to review the reports but it is expressly understood that their signature in no way indicates agreement with the contents of the report. No Paraeducators will be required to sign a blank or incomplete evaluation form. No report will be filed in the central office without a conference to discuss the report. Corrective evaluation will adequately provide notification of what is expected of the Paraeducator, follow up observation, and opportunity for corrections of any noted deficiency. Paraeducators' work performance will be monitored, observed or evaluated openly and with their full knowledge.

## PERSONNEL FILES

4.7 Paraeducator files will be maintained at the Board's central administrative office and will be considered their personnel file. No materials in any other file will be maintained or cited in any personnel matter. Paraeducators will have the right, to review the contents of their personnel file and to receive a single copy of any document. Paraeducators may provide documents for their file, including written response to other material. No material derogatory to a Paraeducator's conduct, service, character or personality shall be placed in the Paraeducator's personnel file unless the Paraeducator has had an opportunity to review such material. With the exception of performance evaluations, all such derogatory material shall be removed from the files after it becomes three (3) years old at the request of the paraeducator unless there has been a repetition of the same or similar incident. The Paraeducator shall acknowledge that the paraeducator has had the opportunity to review such material by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents.

The Superintendent or designee shall remove derogatory material from a paraeducator's personnel file that is at least three years old upon the request of the paraeducator unless there has been a repetition of the same or similar incident during the three-year period or if the Superintendent or designee determines that the derogatory material demonstrates any one or more of the following that the Paraeducator:

- 1) engaged in conduct unbecoming a paraeducator;
- 2) engaged in harassing or discriminatory behavior; or
- 3) failed to carry out reasonable expectations of the job.

The above removal provision is not applicable to performance evaluations.

## VACANCIES

4.8 (a) Notification of all job openings regardless of hours for Paraeducators shall be electronically posted on the District's website for a minimum of ten (10) school days on the District website. An exception to this policy may be made when in the judgment of the Superintendent of Schools the occurrence of the job vacancy will result in a student being denied an opportunity to attend class. In such instances the mandatory posting period will be five (5) calendar days.

(b) The Superintendent will have posted, during the summer months, a list of bargaining unit vacancies on the District Website for a minimum of ten (10) calendar days. However, if a job vacancy occurs on or after the last student day of the school year and prior to the beginning of the next school year, the posting period will be five (5) calendar days.

(c) A current Paraeducator who is hired into an open position in another group shall be placed on the Pay Scale in the new group in accordance with his/her years of service.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### DEFINITION

5.1 A grievance claims a violation, misinterpretation, or misapplication of the terms of this Agreement, including a claim that disciplinary action has been taken in violation of a specific provision of this Agreement without just cause. A grievance may be brought by the Association or Paraeducators.

#### RESOLUTION AT THE LOWEST LEVEL

5.2 The parties acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications and both parties will cooperate in order to resolve all grievances at the lowest possible Level. When requested by Paraeducators, the Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy Paraeducators or the Association, then a grievance may be processed.

#### RESOLUTION

5.3 A grievance may be withdrawn or settled at any Level prior to an arbitration award without establishing precedent.

#### ISSUES SUBJECT TO GRIEVANCE

5.4 All provisions of this Agreement will be processed under this Article, except as specifically excluded.

#### GENERAL PROCEDURES:

##### PARTY TO A GRIEVANCE

5.5 Paraeducators and/or the Association, may present a grievance at Level 1, 2, or 3.

##### PARTY TO ARBITRATION

5.6 Only the BEA/Vermont NEA will file for Arbitration.

#### REPRESENTATION

5.7 Paraeducators will be entitled to Association representation at any meetings, hearings, appeals or other proceedings relating to the grievance. No Paraeducator will be required to discuss any grievance if the Association's representative is not present.



#### FILING DEADLINES

- 5.8 (a) A grievance will be filed within fifteen school days after either the aggrieved person or the Association had knowledge of the events giving rise to the grievance, whichever is earlier.
- (b) A grievance will be null and void if the Association does not adhere to time limits for filing or appeal, and if the School Board and Administration adhere to all time limits set forth in this Article.

#### MODIFICATION OF TIME REQUIREMENT

- 5.9 (a) The Association and Board may agree in writing to waivers of time and for recessing hearings.
- (b) The parties may request a Level 1 or Level 2 action at any time. Such a request will require an action within five days of receipt of the request.

#### NOTICE

5.10 The parties will provide formal communication required by the Agreement as well as copies directly to all principles or designees at their school or office. Grievances, appeals and decisions will be sent certified mail, or will be delivered to the party with a receipt requested.

#### REPRISALS

5.11 The Board or the School Administration will not take reprisals of any kind against any Paraeducators because of participation in a grievance procedure.

#### REQUEST FOR INFORMATION

5.12 The parties will cooperate in the investigation of any grievance and will provide information reasonably available for the processing of any grievance.

#### REPRESENTATION

5.13 Parties will have the right to include witnesses and councilors to develop facts pertinent to the grievance.

#### RELEASE TIME

5.14 Paraeducators and/or Association representatives who need to be released from a regular assignment to present, or be a witness, at a meeting with the Superintendent, or designee, or at a hearing will be released without loss of pay or benefits.

## DOCUMENTS IN PARAEDUCATOR'S FILE

5.15 Paraeducators will have all documents, communications, and records dealing with the processing of a grievance filed separately from the personnel files.

## SELECTION OF GRIEVANCE LEVELS

- 5.16 (a) The Association and the Superintendent may agree in writing to hear a grievance at Level 2.
- (b) Grievances involving an administrator above the building Level may be filed by the Association at Level 2.
- (c) Class grievances involving a district level administrator may be filed by the Association at Level 2.

## FILING A GRIEVANCE:

## GRIEVANCE HEARING

5.17 Aggrieved Paraeducators, the Association's representatives, and the immediately involved supervisor will be present for the meeting to hear the grievance.

## FORMAL GRIEVANCE LEVELS

- 5.18 (a) LEVEL 1 A written grievance may be filed with an immediate supervisor. Procedures: establish a meeting within ten (10) school days; written decision within ten (10) school days; and, make appeal within ten (10) days.
- (b) LEVEL 2 Appeals and waivers of Level 1 grievances and grievances involving district level administrators may be filed with the Superintendent at Level 2. Procedures: establish a meeting within ten (10) school days; written decision within ten (10) school days; and, make appeal within ten (10) days.

## LEVEL 3 ARBITRATION

- 5.19 (a) Appeals of Level 2 decisions or if Level 2 time limits expire without the issuance of the Superintendent's written answer, the Burlington Education Association/Vermont National Education Association may submit the grievance to final and binding arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association which will act as the administrator of the proceedings.

- (b) Upon request of either party, the other will provide a list of all witnesses who may testify at arbitration prior to arbitration and will provide access to all documents to be introduced at arbitration.
- (c) If a demand for arbitration is not filed within thirty school days of the date for the Superintendent's Level 2 reply then the grievance will be deemed withdrawn.
- (d) The arbitrator will decide questions of arbitrability as threshold issues. The arbitrator will 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 is judged to be proper.
- (e) Each party will bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, the party will bear the full costs for the transcripts. Should both parties request a transcript of the proceedings, the cost shall be shared equally.

## ARTICLE VI

### LEAVES, HOLIDAYS, AND VACATIONS

6.1 (a) Beginning with the 2018-2019 school year, newly hired Paraeducators shall be credited with sick leave days as noted below:

- i) A Paraeducator hired prior to the start of the work year shall be credited with 5 sick leave days in their first pay period of the new school year plus 5 additional days as of first payday in January.
- ii) A Paraeducator hired after the beginning of work year shall be credited with sick leave days based on the month in which they began work in accordance with the chart below.

<b>Begin Work Month</b>	<b>Days allocated before January</b>	<b>Days allocated after January</b>
Aug	5	5
Sep	4	5
Oct	3	5
Nov	2	5
Dec	1	5
Jan	0	5
Feb	0	4
Mar	0	3
Apr	0	2
May	0	1
Jun	0	0

- iii) Fifteen (15) sick leave days as of the paraeducator's first year anniversary date, pro-rated at a rate of 1.5 sick leave days per month if the anniversary date is after September 1.
- iv) Paraeducators entering their third (3<sup>rd</sup>) or more year, shall be credited with 20 sick leave days as of their first work day of the school year.
- v) Unused sick leave shall be allowed to accumulate and carryover from year to year to a maximum of 190 days, provided, that a Paraeducator who begins any subsequent school year with a previous maximum accumulation shall, in addition, earn the two (2) days per month to which he/she is entitled for that current school year.
- vi) Upon completing fifteen (15) consecutive years of service and upon retirement, resignation in good standing or death, accumulated sick leave shall be paid at a rate equivalent to 33% the value of the days accumulated up to a maximum of sixty three (63) days, at the current rate of pay. In the event a Paraeducator has completed 15 years of service and dies while still actively employed by the

District, the Paraeducator's estate will receive the value of the prorated sick leave that the Paraeducator would have been entitled to receive.

- vii) Upon completing twenty-two (22) consecutive years of service and upon retirement, resignation in good standing or death, accumulated sick leave shall be paid at a rate equivalent to 50% of the value of the days accumulated up to a maximum of ninety-five (95) days, at the current rate of pay. In the event a Paraeducator has completed 22 years of service and dies while still actively employed by the District, the Paraeducator's estate will receive the value of the prorated sick leave that the Paraeducator would have been entitled to receive.
- viii) Upon completing thirty (30) consecutive years of service and upon retirement, resignation in good standing or death, accumulated sick leave shall be paid at a rate equivalent to 66 2/3% the value of the days accumulated up to a maximum one hundred twenty-seven (127), at the current rate of pay. In the event a Paraeducator has completed 30 years of service and dies while still actively employed by the District, the Paraeducator's estate will receive the value of the prorated sick leave that the Paraeducator would have been entitled to receive.

\* Should a paraeducator's regularly scheduled hours be reduced below 20 hours per week, see Appendix B for sick leave day administration.

(b) After five (5) consecutive or seven (7) non-consecutive days of illness, a Paraeducator may be required to deliver a doctor's certificate of proof of illness to the principal or Human Resources if such certificate is required by the Superintendent or designee.

(c) Up to 10 days of a Paraeducator's accumulated sick leave will be granted for serious illness of a member of a Paraeducator's immediate family, as defined in 6.4, below, living within or outside the household, and parents living outside the household. Illness of an immediate family member living outside the Paraeducator's household must be validated by a doctor's certificate in order to receive the benefits of this clause.

(d) The district will establish a sick leave bank of up to a maximum of 300 days completely made up of donated personal days. To be eligible to participate in the sick leave bank, the paraeducator must contribute at least one (1) of their personal days prior to requesting access to the sick leave bank and must have completed the probationary period, per section 4.2. All paraeducators, except those who have not completed their first year probationary period, may donate personal days during two donation periods per school year. The first donation period shall be between September first and September 30<sup>th</sup>. The second donation period shall be between June first and June 15<sup>th</sup>. The District will only make any such donations effective in the pay period after the donation period has closed. Should the sick leave bank drop below 100 days, contributing members may contribute another personal day to replenish the sick leave bank. The sick leave bank shall only be available in extraordinary circumstances, as determined by the sick leave bank committee, for employee's personal health only. The Sick Bank Committee will consist of four (4) members, two (2) to be designated by the Association and two

(2) to be designated by the Board.

A paraeducator who wishes to utilize the Sick Bank must make a written request to the Superintendent which demonstrates that such paraeducator has contributed unused personal days to the Sick Bank, has exhausted all available leave or disability benefits provided for by this Agreement, and explains why they believe the request meets the "extraordinary circumstances" standard. A paraeducator who is receiving statutory disability benefits may supplement such benefits by the use of the Sick Bank. However, the Sick Bank may not be accessed for less than a one-half day increment, and the necessary adjustments will be made so as to ensure that no paraeducator receives more than their normal net pay as a result of disability benefits and Sick Bank utilization.

The Sick Bank Committee will meet to consider all requests. Requests will only be granted if the above preconditions are met and the Committee unanimously votes to grant the request. No request may be granted for more than one hundred sixty (160) school days without the further approval of the Committee. Notwithstanding the foregoing, a paraeducator cannot use the Sick Bank in combination with other leaves so as to be absent for more than a total of two (2) school years. Notwithstanding anything to the contrary herein, any leave taken through use of the Sick Bank which also qualifies as FMLA leave will be counted towards the annual FMLA leave allocation.

The Sick Bank Committee's decision is final and cannot be grieved. Each decision by the Committee will stand alone and will not be considered precedent for future decisions.

6.2 Burlington Board of School Commissioners' Parental, Medical and Family Care and Leave Policy, as it may be amended by the Board from time to time, is incorporated into this Agreement as if set out in full herein and therefore is applicable to Paraeducators who meet the eligibility standards. The school district agrees to fulfill its obligations under Federal Family & Medical Leave (FMLA), Vermont Parental & Family Medical Leave (VPFLA) and any amendment to those laws and regulations which may occur during the life of this Agreement.

6.3 After successfully completing 45 work days of the probationary period, a first year Paraeducator will be entitled to two (2) days personal leave with pay. Commencing with the second year all Paraeducators shall be entitled to up to four (4) days leave per year with pay to be granted for personal business to be determined at the discretion of the employee. Whenever possible employees will give their building administrator and immediate, if any, supervisor 24 hours- notice of their intent to use a personal day but when, due to an emergency, it is not possible for such notice to be given such requirement will be waived. After May 1, 72 hours prior written notice is required for the use of all personal days. In the event of an emergency, an employee may request to take personal leave without either 24 or 72 hours' notice, as appropriate. The employee must inform the building administrator and immediate supervisor, if any, of the nature of the emergency and be granted the leave by one of them. The employee must also state the nature of the emergency on their leave form for that absence.

6.4 Up to three (3) paid days will be granted by the Board to a Paraeducator for attendance at

the funeral of a member of the immediate family. Two (2) additional days may be granted by the administration to allow for travel or special needs of the Paraeducator. Immediate family shall include the Paraeducator's parents, spouse, children, brother(s), sister(s), grandparents, grandchild(ren) in-laws, step children, aunts and uncles, or a member of the Paraeducator's immediate household.

6.5 This Agreement reflects the approved school calendar and the holidays therein. Holidays that are not workdays are not eligible to be paid.

6.6(a) A Paraeducator shall be entitled to maternity leave of up to six (6) months upon certification by her physician that she is unable to work because of pregnancy or complications resulting from pregnancy or childbirth.

During the period of such leave the Paraeducator shall be entitled to pay only for the portion covered by accumulated sick leave, (up to a maximum of 6 weeks for the temporary medical disability resulting from childbirth) but shall accumulate seniority and be covered by the health insurance offered by the District and selected by the employee and other insurance for the full period, to the extent the Paraeducator is eligible for such insurances. Once a paraeducator has utilized their accrued sick leave up to a maximum of six (6) weeks, the paraeducator must make arrangements to pay the District any contributions required to maintain insurance coverage.

(b) In the event of a serious illness as defined in the Board's Parental, Medical and Family Care and Leave Policy, 11(A), a paraeducator may request medical leave in writing and the appropriate medical certification. Should a paraeducator not be eligible for Federal Family & Medical Leave (FMLA), Vermont Parental & Family Medical Leave (VPFLA) and/or leave as provided in the Board's Policy, the school district retains the right to approve or disapprove leave requested.

If the Paraeducator is eligible for leave under Federal Family & Medical Leave (FMLA), Vermont Parental & Family Medical Leave (VPFLA), the Burlington Board of Commissioners Parental Medical and Family Care and Leave Policy, then laws and/or the provision of that Policy shall supersede this section. See Section 6.2.

(c) A Paraeducator who returns after her/his period of paid sick leave shall be reassigned to a position of comparable salary and benefits; and to the extent practicable, she/he will be reassigned to her/his former position, if the reassignment is in the best interest of the student(s), or to a substantially equivalent position. The reassignment of a Paraeducator who seeks to return after her/his period of paid sick leave in June may be delayed until the beginning of the following school year. If the Paraeducator is eligible for leave under the Burlington Board of Commissioners Parental Medical and Family Care and Leave Policy, then the provision of that Policy shall supersede this section. See Section 6.2.

6.7 All Paraeducators shall automatically become eligible for and be guaranteed an unpaid one school year leave of absence after five (5) years of service in the Burlington School District.

A maximum of two (2) Paraeducators each year shall be granted such leave, if so requested. Requests for such leaves must be received by the Superintendent, in writing, no later than June 15, of the school year prior to the commencement of the leave. If more than two (2) eligible Paraeducators apply for such leave, the granting of such leaves will be determined by the Paraeducator's seniority in the bargaining unit. The Superintendent shall respond in writing to the request by July 1<sup>st</sup>. No Paraeducator shall be eligible for the benefit for two continuous years and must work a full school year (whatever a Paraeducator is scheduled to work) before becoming eligible to apply for another leave. Continuous service shall not be deemed broken in regard to the resumption of salary, seniority, and other benefits upon the Paraeducator's return to the system. (Example: A Paraeducator with five (5) years of continuous service who is on said leave during his/her sixth (6th) year will resume salary, seniority, and benefits beginning at the sixth (6th) year level).

Paraeducators with five (5) years of continuous service may request an unpaid leave of less than one year's duration due to extraordinary circumstances beyond the control of the Paraeducator.

Paraeducators who have been employed by the District in the same position for five or more years prior to the beginning of a leave shall be guaranteed reassignment into his/her old position if the reassignment is in the best interest of the student(s).

Paraeducators on leave will not enjoy guarantees of employment beyond those enjoyed by Paraeducators who are not on leave.

Exceptions for unpaid leave may be made by the Superintendent, on an individual basis for Paraeducators with less than five (5) years of continuous service due to extraordinary\* circumstances beyond the control of the Paraeducator. Such exceptions shall not be made arbitrarily or capriciously. \*Extraordinary circumstances is intended to include, but not limited to, medical issues for immediate family or personal emergency.

Paraeducators will not be guaranteed reassignment to his/her position after an unpaid leave of less than one (1) year duration for personal professional advancement. Such Paraeducators may apply for an open position.

#### 6.8 Jury Duty Leave

Paraeducators who, despite having made good faith efforts to be relieved from the same, are required to perform jury service will be paid their salary during their jury service. They will sign over to the district any amounts received from the government as compensation for jury service.

## ARTICLE VII

### INSURANCE



7.1 (a) Health Insurance and related Benefits through December 31, 2020 shall be as follows:, Eligible Paraeducators<sup>1</sup> \* shall be entitled to a single, two adult, parent/children or family membership in the health care plan carried by the teachers or the majority of the employees, inclusive of any riders to such plans.

Such coverage shall be subject to the waiting periods, application procedures, transfer and reapplication requirement of the insurance provider.

In no event will the Board be obligated to directly provide or pay for such medical coverage, but instead shall be responsible for making such insurance coverage available.

#### **Health Insurance Premium –**

Eligible paraeducators shall pay the premiums in accordance with the following table A:

**Table A**

Coverage Type	Employee % of premium	Employer % of premium
Single	10%	90%
Parent & Child, < 11 years of service	20%	80%
Parent & Child, >= 11 years of service	20%	80%
2 Adult, < 11 years of service	20%	80%
2 Adult, >= 11 years of service	20%	80%
Family, < 11 years of service	20%	80%
Family, >= 11 years of service	20%	80%

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<sup>1</sup> Eligible Paraeducators are those who are employed for 30 hours (or more) per week, and who have completed 45 work days as a Paraeducator.

The Board's cash contribution shall be **based on the Gold CDHP Plan** in accordance with the table above, regardless of which Platinum, Gold, Gold CDHP, Silver CDHP "Plan" is selected by the Paraeducator.

**Health Reimbursement Arrangement** – The Board will continue its HRA on behalf of paraeducators participating in the health insurance coverage offered by the Board to assist with out-of-pocket ("OOP") expenses. With regard to out of pocket (OOP) expenses, the Board shall establish and be responsible for the administrative costs of a Health Reimbursement (HRA), and shall be responsible for the administrative decisions of such HRA. The District will authorize the third-party administrator to establish auto-payment to providers in lieu of employee reimbursements, subject to the rules and conditions established by the third-party administrator.

For medical claims, the paraeducator is responsible for first-dollar OOP costs up to the amounts listed in the table below (Table B). The Board is then responsible for OOP (via the HRA) in accordance with the table below (which is based on the Gold CDHP plan) and irrespective of which Plan is selected by the paraeducator. Any out-of-pocket costs beyond the Board's responsibility are the responsibility of the paraeducator.

For prescription claims, the Board shall pay first-dollar out-of-pocket (OOP) expenses and shall also ensure that a debit card is available to paraeducators for such prescription purposes. The Board will also enable the use of a debit card for Flexible Spending Account (FSA) spending where permitted by law.

**Table B**

Coverage Type	EE First Dollar Responsibility	ER Next Dollar Responsibility
Single	\$300	\$2,200
Parent & Child, < 11 years of service	\$700	\$4,300
Parent & Child, >= 11 years of service	\$700	\$4,300
2 Adult, < 11 years of service	\$700	\$4,300

2 Adult, >= 11 years of service	\$700	\$4,300
Family, < 11 years of service	\$700	\$4,300
Family, >= 11 years of service	\$700	\$4,300

(b) The Board will provide new Paraeducators with insurance application forms and said insurance shall be effective as soon as practicable in accordance with the regulations of the carrier. Paraeducators who waive coverage upon eligibility or drop coverage at a later date may obtain coverage during the yearly open enrollment period established by the insurance carrier. Individuals who have completed one full year of service to the Burlington Schools at not less than thirty (30) hours per week in a single position in the year immediately prior to becoming a Paraeducator shall not be subject to the one year waiting period to be eligible for health insurance benefits under this contract.

(c) Paraeducators employed for at least 20 but less than 30 hours per week who have completed one (1) year of service may purchase single, two (2) person, parent with child(ren) or family health care coverage at the current group health care rate. The cost of this coverage will be paid entirely by the Paraeducator.

## 7.2 Health Insurance and Related Benefits Beginning on January 1, 2021:

- i. Commission on Public School Employee Health Benefits. The Board shall provide employees health insurance and related benefits as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §2101-2108.
- ii. By law, the terms of the agreement incorporating all matters agreed to in negotiation by the Commission on Public School Employee Health Benefits are incorporated by reference into this Agreement. Printed at the end of this Agreement, located in Appendix C, is a terms and conditions document from the Commission on Public School Employee Health Benefits. This terms and conditions document is included only for the convenience of the parties hereto as a reference; it was not bargained or agreed to by the parties to this Agreement; and it is subject to change in subsequent state-wide bargaining between the Commission on Public School Employee Health Benefits. The terms and conditions document in Appendix C will automatically be considered amended to the extent necessary for full compliance with subsequent changes to such state-wide health insurance and related benefits terms and conditions.

7.3 The District will deduct paraeducators' premium contributions from their pay checks on a bi-weekly basis, regardless of the plan selected. BSD may adjust the premium schedule to ensure that an employee's total deductions do not exceed their gross pay.

7.4 The Board will reimburse Paraeducators who currently qualify for individual health care coverage and who waive coverage as follows:

An eligible Paraeducator, other than a Paraeducator whose spouse, live-in partner, fiancé, parent/guardian is entitled to coverage under the Board's medical health insurance plan by virtue of such spouse's employment by the Board, shall on or before the first of July following the school year be paid 25% (twenty-five percent), less 25% of the applicable employee contribution of the premium cost, of the amount for insurance for which the Paraeducator was eligible under the rules of the carrier and pursuant to this agreement.

7.5 Liability insurance coverage as provided by the Board of School Commissioners for its employees shall pertain to Paraeducators.

7.6 The Board will provide group life insurance protection for each eligible Paraeducator, as defined in section 7.1 above, in the face amount of \$25,000 to be paid to the Paraeducator's estate or designated beneficiary. In the event of accidental death the insurance will pay double the specified amount. The Board will pay the full annual cost of the premiums. After retirement, Paraeducators can buy into the group life insurance policy, consistent with terms and policies as set by the provider.

7.7 The Board agrees to provide eligible Paraeducators, in their second year of employment\*, with single coverage in a dental insurance program as currently offered by the Board. The Board will pay the full cost of the single coverage.

\*Second year of employment is defined as having been contracted to work at not less than twenty (20) hours per week, consistently in a paraeducator position until not less than the first anniversary of employment as a paraeducator contracted to work not less than twenty (20) hours per week.

Paraeducators who work at least 20 hours a week may also purchase, at their own cost, single, two person and family coverage in their second year of employment. Paraeducators currently employed and eligible as of the signing of this contract will be given an opportunity to purchase this insurance as soon as arrangements can be made with the insurance carrier.

Eligible Paraeducators who waive coverage upon becoming eligible will be able to obtain future coverage during open enrollment periods as established by the insurance carrier.

During the life of this agreement, the Board will not reduce the benefit levels of the insurance as currently offered by the Board without the mutual agreement of the Paraeducators. However, changes in coverage caused by changes in the plans of the insurance purchased by the Board shall not be considered impermissible changes under this section.

7.8 If the regular pay of a Paraeducator exceeds the cost of that employee's insurance premiums, the District will, upon the employee's request, automatically deduct the employee's premium cost from the employee's paycheck.

7.9 The District will establish a 125 plan through which Paraeducators may make payments of health and dental insurance premiums which the Internal Revenue Service may allow to be made on a pre-tax basis.

7.10 A Paraeducator retiring after twenty (20) years of continuous employment *and* at or above age fifty-five (55) shall be entitled to coverage, as described below, as applicable under the health care coverage provided by the Board, with the Board paying twenty-five percent (25%) of the cost of such coverage until such Paraeducator has reached the age of Medicare eligibility. To be eligible for this benefit, the Paraeducator must have worked through the end of the school year prior to retirement, and have notified the administration of the intention to retire no later than December 1 of that school year. The Board at its sole discretion may permit a Paraeducator who has met the age and length of employment requirements to receive the benefits of this section without compliance with the requirements of the immediately preceding sentence. A Board decision on this issue shall be non-grievable.

(a) To be eligible for SINGLE coverage, the Paraeducator must have been enrolled for health care benefits during each of the final five (5) years of service with the District.

(b) To be eligible for TWO PERSON coverage, the Paraeducator must have purchased and been enrolled in two-person health care benefits during each of the final five (5) years of service with the District.

7.11 Paraeducators whose hours have been reduced below thirty (30) hours, but not less than twenty (20) hours, due to budgetary reasons shall be entitled to single membership in the health care plan and dental insurance program currently offered by the Board. To be eligible for this coverage the Paraeducator must have been enrolled in the health care plan and dental plan prior to the budgetary reduction of hours.

Paraeducator premium contribution in the health care plan will be equal to the Paraeducator contract agreement.

## ARTICLE VIII

### SALARIES

8.1 (a) Salaries and longevity pay for Paraeducators covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof. Wage increases shall be as follows:

- i. For 2020-2021, the rate of pay shall be increased by three percent (3.0%). In recognition of the extraordinary circumstances related to the Covid 19 Emergency, the Board and the Association agree to deviate from longstanding past practice and tradition and hereby agree that wage increases shall be retroactive to August 15, 2020 for hours worked and authorized paid leave by paraeducators who were employed by the District during the 2020-21 contract year. The Board and the Association agree that this exception to the longstanding past practice and tradition regarding retroactivity shall not establish a past or future practice between the parties. Paraeducators who were terminated for cause are not eligible for any retroactive wage increase.
- ii. For 2021-2022, the rate of pay shall be increased by two and ninety-five hundredths percent (2.95%) for those paraeducators who are employed as of August 15, 2021.

(b) Paraeducators shall be paid bi-weekly, on a day to be determined by the District, and will be paid in bi-weekly installments throughout their contractual year. At its discretion, BSD may transition to paying Paraeducators by the hour as determined by the hours actually worked by the Paraeducator during the pay period. The hours worked shall be calculated by the District's pay system based upon the time documented by each Paraeducator on their time cards (or by whichever medium the Board utilizes for employees to report time). Prior to implementation of the new system of paying Paraeducators by the hour as determined by the hours actually worked by the Paraeducator, while the District shall maintain all decision-making authority relating to the new system, the District shall include Paraeducators in the discussion of how the new system will be implemented and provide Paraeducators with instruction on utilization of the new system prior to implementation.

(c) If a regularly scheduled school day is canceled or interrupted for any emergency, a Paraeducator shall receive his/her regular rate of pay for that day. In the event, however, that the day must be made up at a later date the Paraeducator will make the time up without additional pay.

8.2(a) **All new Paraeducators** shall be placed on the salary scale as indicated in Appendix A. New Paraeducators may be given credit at their initial hiring for experience or education, as indicated in Appendix A.

(b) Paraeducators who are employed by the district are eligible for credit for experience or education. All course/workshops for salary movement of employees *require prior approval*. Each pay rate adjustment will require successful completion of eight (8) credits. These may include a combination of college or workshop credits. Each workshop credit will require 7.5 hours of contact time. Upon successful completion, an eligible Paraeducator shall receive an additional pay rate increase equal to the annual increase for that year. Any one Paraeducator is

eligible for no more than two (2) educational/experience increases during this contract period.

(c) Paraeducators who accumulate additional credits sufficient to adjust their pay rate must provide a written report of such credits to the Superintendent of Schools on or before September 30 of any year to receive an appropriate salary increase effective at the start of the school year. All such increases shall be made only at the start of the school year, no adjustments shall be made mid-year.

(d) A flat dollar premium rate will be added to the Paraeducator hourly pay rate for the hours a Paraeducator actually works with an intensive special needs (ISN) student, as defined below; such premium rate will not be paid on days or times the Paraeducator is not working with the ISN student, including personal and sick leave days per the schedule below:

2020-2022: \$2.00 hr.

DEFINITION OF INTENSIVE SPECIAL NEEDS (ISN) includes "medical/health care" such as feeding tubes, catheters, etc.; and not necessarily the IEP/504 definition of ISN and/or personal care. The definition does not include intensive cognitive and/or autism only intensive medical/health assistance. A committee of the Director of Special Services, the case manager and the Director of Human Resources retains sole authority to determine those positions eligible for this premium pay, the decision is final and non-grievable. The District will develop a list of qualifying tasks.

## ARTICLE IX

### REDUCTION IN FORCE:

9 (a) In making layoffs, or reductions on hours below 30/20, for the following school year, the least senior Paraeducators District wide in each of the below listed classification groups shall be laid off first.

- 1 – Classroom (includes Title 1, Special Education)
- 2 – Computer
- 3 – Health Paraeducator/LPN's
- 4 – Learning Center
- 5 – Planning Room/Horizons and On Top Programs
- 6 – Burlington Technical Center (BTC)
- 7 – Essential Early Education
- 8 – Classroom - not otherwise classified (Includes academic paraeducators such as BHS music, etc.)

(b) A Paraeducator whose position has been eliminated at the end of a school year will be guaranteed a transfer to a vacant position within their group. In the event that there is no vacant position, the Paraeducator will have the right to displace the least senior Paraeducator within their functional group (where qualified) with the same number of hours within the district. The second Paraeducator so affected shall then have displacement rights to the least senior Paraeducator position with the same or less number of hours within the district. Notice to exercise displacement rights must be received by the District within five (5) school days from notice of the position elimination.

(c) When a specific Paraeducator position has ended during the school year, including but not limited to when a student no longer is required to have the services of a Paraeducator or there is a bona fide funding cut, that position is eliminated, and the Paraeducator in that position is reduced in force. Said Paraeducator will be guaranteed a transfer to a vacant position within their group within the district. In the event that there is no vacant position, the Paraeducator will have the right to displace the least senior Paraeducator within their functional group (where qualified) with the same number of hours within the district. The second Paraeducator so affected shall then have displacement rights to the least senior Paraeducator position with the same or less number of hours. Notice to exercise displacement rights must be received by the District within five (5) school days from notice of the position elimination.

(d) Should the Paraeducator choose not to continue in the current or future assignment, the Paraeducator may apply for a voluntary transfer to an open position. Transfer to such position is not guaranteed and no bumping rights exist.

(e) Should the Administration determine that it is in the best interest of the student, the Paraeducator will be reassigned to another position within that Group. Administration may make this reassignment to an open position or anticipated open position within the building. Should



the Paraeducator not be reassigned within the building, the Paraeducator will be involuntarily transferred to an open position within the district. If no such open position exists, the Paraeducator will be reduced in force and may exercise displacement rights per 9(b), above.

(f) Management may exempt specific Paraeducator positions from the above layoff procedure when the Paraeducator in the position has skills necessary to meet the special needs of a specific child.

(g) In the event that a vacancy in any of the eight (8) groups of Paraeducator's positions should occur while there is a Paraeducator within that group on layoff, the most senior of the Paraeducators in that group will be recalled to the vacant position by written notice. A Paraeducator given such recall notice and who fails to respond within five (5) weekdays from the receipt of the notice shall lose all seniority and recall rights under this agreement. A Paraeducator who is on layoff and is offered reemployment and refuses without reasonable cause shall lose all seniority and recall rights under this agreement. The District shall determine what constitutes reasonable cause.

Should there be no eligible Paraeducator on the recall list, the posting procedures outlined in Section 4.8 of this agreement will be followed and notice of position vacancies will be posted on the school district website and provided to the BEA.

(h) Seniority shall be computed from the first day of work of the Paraeducator's most continuous employment in the school district as a Paraeducator with not less than twenty (20) hours per week, and will not be broken by paid or unpaid leave of absence. Seniority shall include seniority accrued prior to a break in service only if the break in service is not more than 24 continuous months. (Please see section 4.2.) A Paraeducator on layoff shall retain previously earned seniority for a period of twenty-four (24) months.

(i) In the event that an opening occurs in a group which does not have a Paraeducator with recall rights, Paraeducators in other groups who are laid off will be given an individual notice of opening at the same time the position is posted. If the Paraeducator on layoff wishes to apply for the vacant position and applies within the posting period he/she will be guaranteed first consideration for the position and will be guaranteed an interview for the position. A Paraeducator who is reduced in force and is hired into an open position in another group shall be placed on the Pay Scale in the new group in accordance with his/her years of service.

(j) Except as stated in sections 9(g) above, all rights of recall and/or guarantees of interview as stated in paragraphs (a) through (i) above will be limited to a 24 month period from the date the layoff began.

(k) Paraeducators who are involved in a staff reduction, shall upon return to the Burlington School System within twenty-four (24) months of having begun the layoff, have all previously accrued benefits reinstated.

(l) A Paraeducator returning to work within the 24 month period will receive only those

benefits appropriate to the position to which the Paraeducator returns.

(m) Paraeducators on layoff will not accumulate seniority, for any purpose, during the period of layoff.

(n) Seniority List: On or before January 15<sup>th</sup> of each year, the District shall provide to the Association a list including employee's name and last date of hire that is organized in chronological order by date of hire.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

10.1 If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

10.2 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, civil union, domestic partnership, race, color, creed, national origin, or political affiliation. The Association shall share equally with the employer the responsibility for applying this provision of the agreement.

The employer agrees there shall be no discrimination and further agrees not to interfere with the rights of employees to become members of the coercion because of Association membership or because of the employees activity in an official capacity on behalf of the Association.

10.3 In the event of any job action, strike, work stoppage, or work slowdown by a union or association representing employees of the Burlington School District, no employee covered by the terms of this agreement shall be requested or required to perform the bargaining unit work of personnel engaging in said dispute. The above language will not prohibit the administration from making known to the Paraeducators the availability of work in cases of job action, strike, work stoppage, or work slowdown. Paraeducators will not be reprimanded or disciplined for any refusal of a request by the administration to perform a job.

10.4 All written notices to the Paraeducators Association or the Board will be deemed to have been properly given if delivered to the Superintendent of Schools, 150 Colchester Avenue, Burlington, VT 05401, or the President of the BEA, Burlington High School, 52 Institute Road, Burlington, VT 05401. For purposes of reopening negotiations or initiating grievance, notices shall be by certified mail. Either party by written notice may change the address at which future written notices to it shall be given.

10.5 Paraeducators who are eligible for retirement benefits under the City of Burlington's Retirement System **must** enroll in the System consistent with its conditions. See City of Burlington Code of Ordinances, Article II, Retirement System. A Paraeducator who works at least 1200 hours in a 12 month period may be eligible for enrollment in the System. The school district will bear the costs of any medical examination that may be required as a condition of enrollment. This Agreement will automatically be amended to comply with any future changes in City's Retirement System.

10.6 This agreement may not be modified in whole or in part by the parties except by and instrument in writing duly executed by both parties.

### ACKNOWLEDGMENT AND AGREEMENT OF ARBITRATION

instrument in writing duly executed by both parties.

### ACKNOWLEDGMENT AND AGREEMENT OF ARBITRATION

In accordance with the Vermont Arbitration Act, we understand that this Agreement between the Burlington Board of School Commissioners and the Burlington Education Association contains an agreement to arbitrate. After signing this document, we understand that we 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, we agree to submit any such dispute to an impartial arbitrator in accordance with provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 10<sup>th</sup> day of August, 2021.

In Presence of:

BURLINGTON BOARD OF SCHOOL  
COMMISSIONERS

Bonnie R. Ryder 9/10/21  
Exec. Asst to Superintendent

[Signature] 9/10/21  
Chair, Duly Authorized Agent

In Presence of:

B.E.A. PARAEDUCATORS OF THE  
BURLINGTON SCHOOL DISTRICT

Andrew LeMay, BEA Comm. Chair  
[Signature] 9/7/21

By: Michael N. Leonard  
9/7/21

## APPENDIX A PARAEDUCATORS' PAY SCALE

### ALL AGREEMENT YEARS:

- Group 1:** Classroom; Special Education; Title; EEEEC  
**Group 2:** Learning Center; Computer Lab  
**Group 3:** Planning Room; Horizons and On Top Programs  
**Group 4:** BTC Health Paraeducator

**\*Bachelor's Degree:** One (I) step credit for newly hired Paraeducators with a Bachelor's degree.

**\*Prior Experience:** Newly hired Paraeducators, up to three (3) years credit (step 3) for prior applicable experience.

**\*Bachelor's Degree and Prior Experience** cannot exceed initial placement of Step 3 for Newly Hired Paraeducators.

**Longevity:** 20+ years of service = \$.30 per hour

### New Hire Pay Scale:

#### **2020-2021**

STEP	Group 1	Group 2	Group 3	Group 4
1	\$15.99	\$16.72	\$17.96	\$18.90
2	\$16.17	\$16.92	\$18.18	\$19.12
3	\$16.38	\$17.13	\$18.40	\$19.37

#### **2021-2022**

STEP	Group 1	Group 2	Group 3	Group 4
1	\$16.23	\$16.97	\$18.23	\$19.18
2	\$16.41	\$17.17	\$18.45	\$19.41
3	\$16.63	\$17.39	\$18.68	\$19.66

Annual increase for returning Paraeducators (in accordance with Section 8.1(a), above):

2020-2021 – 3.0%

2021-2022 – 2.95%

**Hourly Premium** - per section 8.4(d), a flat dollar premium rate will be added to the Paraeducator hourly pay rate for the hours a Paraeducator actually works with an intensive special needs (ISN) student, as defined below; such premium rate will not be paid on days or times the Paraeducator is not working with the ISN student, including personal and sick leave days per the schedule below:

2020-2022: \$2.00 per hour

DEFINITION OF INTENSIVE SPECIAL NEEDS (ISN) includes "medical/health care" such as feeding tubes, catheters, etc.; and not necessarily the IEP/504 definition of ISN and /or personal care. The definition does not include intensive cognitive and/or autism only intensive medical/health assistance. A committee of the Director of Special Services, the case manager and the Director of Human Resources retains sole authority to determine those positions eligible for this premium pay, the decision is final and non-grievable. The District will develop a list of qualifying tasks.

## **APPENDIX B**

Should Paraeducator regularly scheduled weekly hours be reduced below 20 hours per week, and therefore the Paraeducator is no longer included in the Paraeducator Bargaining Unit, the following conditions shall apply:

- a) If the reduction in hours is involuntary, i.e., at the request of the Administration, then the Paraeducator shall have continued access to accrued sick leave day but shall not continue to accrue sick leave days.
- b) If the reduction in hours is voluntary, i.e., at the request of the Paraeducator, then the Paraeducator shall not have access to or continue to accrue sick leave days for such period as the Paraeducator continues to be regularly scheduled to work less than 20 hours per week.
- c) If at the time the regularly scheduled hours are involuntarily or voluntarily reduced below 20 hours per week, the Paraeducator is eligible for the "golden handshake" as described in section 6.1(a) subparagraphs (vi), (vii) or (viii), the Paraeducator may at that time elect to take the cash out amount. Upon accepting the cash out amount, the Paraeducator agrees that all accrued sick leave days are therefore depleted and to forfeit any future right to the "golden handshake" as described in section 6.1(a) subparagraphs (vi), (vii) or (viii). The decision to take the cash out amount must be made at the time the Paraeducator returns the signed contract for the reduced hours.

Should the Paraeducator decide not to take the cash out amount, the accrued sick leave days will remain on hold until such time as the Paraeducator returns to a regular schedule of more than 20 hours per week or leaves the employ of the Burlington School District.





## **APPENDIX C**

### **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**

#### **Article I. Recognition:**

1.1 In accordance with 16 V.S.A. Chapter 61 (Act 11 of the 2018 Special Session of the Vermont General Assembly) (hereafter Act 11) , 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 Act 11. The five publicly elected school board member 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 Act 11. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission on Public School Employee Health Benefits (Commission).

#### **Article II. Definitions:**

2.1 The following definitions shall be applicable to this document of the Commission (Document):

- 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) providing employment

services requiring a professional administrator's license from the AOE.

- c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

### **Article III. Scope of Bargaining:**

#### **3.1**

- 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;

3.2 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 IV. Plan Offerings:**

4.1 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 V. Eligibility for Health Benefit Coverage:**

5.1 Beginning on January 1, 2021, all 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 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 (e.g., Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

5.2 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.

5.3 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 toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.

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

5.5 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.

5.6 An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy the following criteria and submit the attached affidavit to the district business office.

**Domestic Partner/Child(ren) of Domestic Partner**

The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and

The employee and the domestic partner are 18-years old or older; and

Neither the employee nor the domestic partner is married to anyone; and

The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and

The employee and the domestic partner are competent to enter into a legally

binding contract; and

The employee and the domestic partner have agreed between themselves to be responsible for each other's welfare.

The employee may be required to produce documentary evidence in support of a Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership.

**Child[ren] of Domestic Partner:**

The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and

The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and

The child[ren] resides with the employee and the domestic partner; and

The employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

**5.7 Duration of Insurance Availability:** the health insurance offered under this Document 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 a district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.

## **Article VI. Premium Cost-sharing: Employers and Employees:**

**6.1 For Teachers, Licensed School Administrators:** Each employer will contribute eighty (80%) percent of the Gold CDHP or eighty (80%) percent of the 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.

**6.2 For all Other School Employees:** The premium split for support staff will be status quo in the separate districts through December 31, 2021, but in no case shall exceed twenty (20%) percent of Gold CDHP or Silver CDHP plan for any tier of coverage. Beginning on January 1, 2022 all support staff who are not at the 20% premium contribution level will increase the employee contribution by not more than two (2%) percentage points, not to exceed twenty (20%) percent 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 VII. Out-of-Pocket Cost Sharing: Employers and Employees**

**7.1** 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 a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of coverage; for support staff \$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 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: \$2100 for a single tier and \$4200 for all other tiers; for support staff \$2200 for a single tier and \$4400 for all other tiers.

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

**8.1 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 Document ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportional 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 district costs sharing responsibility set forth herein.

**8.2 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.

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

**Article IX. General:**

9.1 All terms and conditions of this Document will be incorporated by reference into existing collective bargaining agreements in accordance with applicable laws.

9.2 All terms and conditions of this Document will 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.

9.3 Nothing in this Document 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 Family and Medical Leave Laws, or other state and federal statutes.



**Article X. Duration of Statewide Document:**

10.1 Two and one-half years commencing July 1, 2020 (per statute) with the stipulation that the status quo prevailing in the various districts with respect to health care will remain in effect between July 1, 2020 and December 31, 2020 and to then implement the new state-wide changes on January 1, 2021 in order to correspond to the health care plan's calendar year status and IRS regulations regarding HRA/HSA funding.

**Article XI. Transitioning to a Statewide Third Party Administrator Services in the Interim:**

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

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

11.3 The TPA chosen shall be able to provide debit cards to facilitate payments when auto-payment is not an option. Debit cards must be provided to employees prior to January 1<sup>st</sup> of each year of this Document.