

2025 - 2028

AGREEMENT

BURLINGTON BOARD OF SCHOOL COMMISSIONERS

AND THE

B.E.A. EDUCATION SUPPORT PROFESSIONALS OF THE

BURLINGTON SCHOOL DISTRICT

(August 15, 2025 – August 14, 2028)

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ARTICLE I

RECOGNITION AND DURATION OF AGREEMENT PREAMBLE

This Agreement is entered into by and between the Burlington Board of School Commissioners, hereinafter called the "Board" or the "District" 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, Physical Therapists, Occupational Therapists, Student Assistance Program Counselors, and Behavior Interventionists of the Board subject to representation under Chapter 22 of 21 V.S.A. Excluded from recognition are employees who are engaged as substitutes for periods of less than one full academic year.

DEFINITIONS

1.2 The bargaining unit shall consist of all Paraeducators, Physical Therapists, Occupational Therapists, Student Assistance Program Counselors, and Behavior Interventionists regularly employed by the Burlington School District except for those Paraeducators employed for less than seventeen and one half (17.5) hours per week. "Paraeducators" under this Agreement shall be deemed to include, but not be limited to, Kindergarten Paraeducators, Classroom Paraeducators, General Education Paraeducators, Special Education Paraeducators, Early Education Paraeducators, Library Support Paraeducators, Planning Room (Student Support Services) Paraeducators, Eagle Bay Academy Paraeducators, Burlington Technical Center (BTC) Paraeducators, and Band/Music Paraeducators. If and when the Board of School Commissioners changes the title of any present bargaining unit position, 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 Employees or members of the bargaining unit.

ROLE OF EMPLOYEES

1.4 Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the role of the Employee within the District is to provide the necessary support for all students and therefore it is the expectation that Employees will provide the services for which they were hired to all students, assigned and as well as those not individually assigned under the direction of a licensed educator or administrator.

RIGHTS OF THE BOARD

1.5 A. 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.

B. The Board shall have the right to subcontract work performed by the bargaining unit in situations which:

- a) The work is for a temporary duration;
- b) The work performed by the private contractor is beyond the expertise of bargaining unit employees; or
- c) The technology or equipment used by the contractor is not used by bargaining unit employees and requires specific expertise.

DURATION AND EXPIRATION OF AGREEMENT

1.6 This Agreement will be effective on August 15, 2025, and will continue for the duration of the Agreement. This Agreement will expire on August 14, 2028.

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 Neither the Association nor the Board, nor its school administration will take any action affecting wages, hours, or other mutually agreed upon conditions of employment or any other matter covered by this Agreement in violation hereof.

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, sympathy strike, work stoppage, or other concerted refusal to perform work by employees 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 employees.

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 employees 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 employees 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, 67 Cherry St., Burlington, Vermont 05401. Either party may request a change of their address.

All parties, including the Association, the Board, the Superintendent and Employees will give all Agreements, approvals, decisions, notices, notifications, requests, and other communications in writing, which may occur via electronic mail.

CONFIDENTIALITY

2.8 Employees will not be required to disclose information designated as confidential by law. Notwithstanding the foregoing, Employees 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 Employees will have the right to freely organize, join and support the Association, or to not join or support the Association for the purpose of engaging in collective negotiations or other protected concerted activity. The Board will not discriminate against Employees 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 Employees of rights guaranteed by State of Vermont School Laws or other applicable laws and regulations.

RIGHTS OF CITIZENSHIP

2.11 Subject to applicable statutes, the duly adopted policies and procedures of the Vermont Agency of Education and the lawful policies and regulations of the Board that are not inconsistent with the specific terms of this agreement, Employees will be entitled to full rights of citizenship. There will be no discrimination, retaliation or disciplinary action taken against those who exercise those rights.

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 the 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 proposals 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 before such items shall be considered an amended contractual obligation.

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) weekdays after the Agreement is signed where it can be viewed by employees 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 good faith negotiations of all mandatory subjects of bargaining. 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 normal work year for the Paraeducators and Behavior Interventionists shall be the District student days plus not less than two (2) and not more than seven (7) in-service days or a minimum of 180 days, whichever is larger. The District will schedule one in-service day as the District Orientation Day. Beginning with the 2026-2027 school year, the District will schedule the first in-service day to coincide with the first teaching staff in-service 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 Paraeducators and Behavior Interventionists prior to the start of the student school year for the purpose of in-service training and preparation for the start of school as a part of the 180 workdays. Any additional days will be paid at the appropriate hourly rate.

Occupational Therapists and Physical Therapists shall work a minimum of 187 days per year or the teacher work year, whichever is greater. The normal OT and PT schedule shall be the same as the teacher work year.

SAP counselors shall work a minimum of 180 days per year. Additional days may be worked at their per diem rate.

(b) The District shall publish an annual calendar that includes workdays and training days for all employees. This calendar will clearly delineate applicable BSD in-service and training days, student days, and counted workdays 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 District shall have the right to modify an employee's work schedule with a one week notice. A copy of the notice of change will be sent to Human Resources and the school principal as well as the employee. This modification shall not decrease their eligible benefits during the current school year.

(e) Temporary increases to the number of hours worked by hourly employees during the workweek may be made after the date of notification and at the discretion of management. In the event that an hourly employee'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 District and the needs and concerns of the employee 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 seventeen and one-half (17.5) hour work week. Provided however, the Board retains the sole right to create, eliminate and reduce the effort of positions to less than seventeen and one-half (17.5) hours per week for budgetary, program, and staffing reasons or other reasons it deems in the best interests of the school department.

(g) Those employees who will be continued into the subsequent school year will receive notice of reemployment by the last day of school of each year. The notice will include information as to the minimum number of paid days the employee 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 hired employee 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 shall be at the discretion of the District and is not subject to grievance and arbitration provisions hereof. During the probationary period, an employee shall not be eligible for the sick bank benefit per 6.1(d).

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

1. The Employee returns to work within 24 months of having separated their employment.
2. The initial probationary period was successfully completed prior to separation of employment.

If these criteria are met, a returning employee will receive a pay rate taking into consideration their experience with the School District and prior seniority, benefits, and accrued sick leave will be restored upon return.

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 employee remains employed by the school District unless the employee notifies the Association in writing prior to September 15 of a year that they wish to withdraw their 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 District after October 20 shall begin within 30 days of receipt.

(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) Employees 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 Employees. Such absences will not require the serving of an additional probationary period upon return of the Employee to active employment, provided they have already successfully completed a full probationary period.

(d) Paraeducators and Behavior Interventionists may be requested to serve as hourly, half day, or full day substitutes for absent or ill teaching personnel within the Employee's area of employment. When requested to serve as a substitute the Employee shall be paid five dollars (\$5.00) an hour above their regular rate. Employees who are assigned as a substitute for teaching personnel for more than 11 consecutive days shall be paid seven (\$7.00) dollars per hour above their regular rate. Employees are eligible for substitutes pay only when so directed and confirmed in writing by the building administrator or designee. An Employee retains the right to decline a substitute request or assignment.

(e) Employees 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 the Director of Special Services, or their 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) Consistent with the requirements of the Fair Labor Standards Act, all Employees are entitled to a duty-free lunch period of not less than thirty (30) minutes. In the event an hourly employee is unable to take a thirty (30) minute duty-free lunch due to an assignment from their supervisor or as authorized and ratified by their supervisor as a result of unanticipated needs of a student, the hourly employee shall be entitled to compensation at their regular rate of pay for the thirty (30) minutes. The appropriate supervisor will be contacted as expeditiously as possible. This additional time shall be submitted in accordance with the District's administrative protocol as the same may be amended from time to time.

(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 Employee's contract will have a list of the duties attached thereto.

(h) Physical restraint may be used by an employee only in accordance with the provisions of Vermont law and the District's regulations. Employees 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 their designee, who shall respond to any reasonable request from the Employee 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 Employee, the police and the courts.

(i) The Board shall give full support to the Employee including legal and other assistance for court action brought by parents or citizens against the Employee while acting in the proper discharge of their duties and shall give full support including legal and other assistance for any assault upon the Employee while acting in the proper discharge of their 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 an Employee 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).

(k) The Board shall not demand or request that Employees covered by this Agreement perform work for the Board on their personally owned electronic equipment such as desktop computers, laptop computers, tablets or smart phones. The Board shall make good faith efforts to ensure that Employees are provided appropriate District owned electronic equipment to carry out their work assignments for the Board.

(l) Prior to beginning an assignment, the District will make a best effort to provide employees with the pertinent education plans (i.e. IEPs/504s/Behavior Plans), medical information, and appropriate training for the students on their schedule (i.e. Handle with Care) including the opportunity to ask questions of the case manager or other relevant members of the student's team.

TRAINING AND EDUCATION

4.4 (a) Paraeducators and Behavior Interventionists may apply to the Superintendent or designee to attend courses, workshops and evening programs offered through the school District. Paraeducators and Behavior Interventionists 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 and Behavior Interventionists are eligible to apply. Paraeducators and Behavior Interventionists 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 employee 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 workdays 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 employees 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, hourly employees 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. In addition to these meetings, hourly employees will be paid to attend relevant staff meetings that occur after school. Employees required to facilitate or participate in open houses, family nights, or other after hours events will be paid their hourly rate for attendance.

(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 and Behavior Interventionists for college tuition 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 or Behavior Interventionist may utilize 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) Student Assistance Program Counselors, Occupational Therapists and Physical Therapists are entitled to a tuition benefit for graduate courses, conferences, or workshops available from the same pool described in the Burlington Education Association Teachers' Agreement and subject to that Agreement's rules and limitations.

(f) An employee who has completed an initial 45 workdays of employment by the District will be eligible for professional development funds. Requests for reimbursement for courses/training from the Paraeducator and Behavior Interventionists funds will be handled on first come first served basis by the Superintendent of Schools or their 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.

(g) An employee who has completed an initial 45 workdays 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 employee. The professional development must be relevant to the employee's assignment and must have prior administrative approval. Additional paid professional development days may be approved at the discretion of the Superintendent or designee.

(h) An Employee directed to attend workshops, trainings, or conferences by management during the student workday will be compensated at their regular hourly rate. The District will pay the cost of travel and accommodations, unless the employee requests special arrangements which are different from the travel and accommodations budgeted for (such as a single room, etc.) in which case the employee will pay the additional cost.

(i) An Employee 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 Employee 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 Employees
- 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) Employees 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 June 15. Employees who have their position reduced will have bumping rights under Article 9.

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

(c) An Employee who has successfully completed their probationary period will not have their contract non-renewed, for performance reasons, or be disciplined, reprimanded, reduced in rank or compensation, suspended, or dismissed without just and sufficient cause, nor shall they have an adverse evaluation of performance placed in their personnel file without a rational basis. A grievance relating to this provision will be presented at Level 2. Non-renewal of an Employee's contract during their probationary period of employment in the District will be at the discretion of the district and shall not be grievable.

(d) Employees 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) An Employee shall be entitled to have a representative of the Association present during any disciplinary meeting they are required to attend by the Board or the administration. The Employee 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 their regular duties to attend such a meeting, they shall be excused without loss of pay or benefits.

(f) An Employee 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, they shall receive pay for the period of suspension. Such suspension and dismissal shall be subject to the grievance procedure.

EVALUATIONS

4.6 All Employees will be evaluated by May 1st of each year. In addition, Employees 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. Employees are required to sign evaluation reports to demonstrate that the Employee 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 Employees 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 Employee, follow up observation, and opportunity for corrections of any noted deficiency. Employees' work performance will be monitored, observed or evaluated openly and with their full knowledge.

PERSONNEL FILES

4.7 Employee personnel files will be maintained at the Board's central administrative office. No materials in any other file will be cited in any personnel matter. Employees will have the right to review the contents of their personnel file and to receive a single copy of any document. Employees may provide documents for their file, including written response to other material. No material derogatory to an Employee's conduct, service, character or personality shall be placed in the Employee's personnel file unless the Employee has had an opportunity to review such material. The Employee shall acknowledge that they had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. With the exception of performance evaluations, felony convictions and substantiated determinations of protected characteristics violations, all such derogatory material shall be removed from the files after it becomes five (5) years old at the request of the Employee unless there has been a repetition of the same or similar incident.

VACANCIES

4.8 (a) Notification of all job openings regardless of hours for members of the bargaining unit shall be electronically posted on the District's website for a minimum of ten (10) school days. 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 August 1 and prior to the beginning of the next school year, the posting period will be five (5) business 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 their 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 initially may be brought by the Association or individual employee(s) or both.

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 Employee(s), the Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy Employee(s) 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. However, grievances involving the application of the terms of the statewide health insurance shall be processed according to the statewide health care grievance procedure.

GENERAL PROCEDURES:

PARTY TO A GRIEVANCE

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

PARTY TO ARBITRATION

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

REPRESENTATION

5.7 Employees will be entitled to Association representation at any meetings, hearings, appeals or other proceedings relating to the grievance. No Employee 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.

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 principals or designees at their school or office. Grievances, appeals and decisions will be sent by electronic 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 Employee 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 Employees 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 EMPLOYEE'S FILE

5.15 Employees 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 Employees, 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) Employees shall be credited with sick leave days as noted below:
- i) A new Employee 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 new Employee 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.

Begin Work Month	Days allocated before January	Days allocated after January
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) After one year of employment, an Employee shall receive (15) sick leave days pro-rated at a rate of 1.5 sick days per month.
- iv) Employees entering their third (3rd) or more year, shall be credited with 20 sick leave days as of their first workday 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 an Employee who begins any subsequent school year with a previous maximum accumulation shall, in addition, earn the two (2) days per month to which they are entitled for that current school year.
- vi) Upon completing fifteen (15) consecutive school years of service and upon retirement, resignation in good standing or death, accumulated sick leave shall be paid at a rate equivalent to thirty-three (33%) percent of the value of the days accumulated up to a maximum of sixty-three (63) days, at the current rate of pay. In the event an Employee has completed 15 years of service and dies while still actively employed by the District, the Employee's estate will receive the value of the prorated sick leave that the Employee would have been entitled to receive. This benefit will have a maximum value of \$5,000 for Occupational Therapists, Physical Therapists, and Student Assistance Program Counselors.

- vii) Upon completing twenty-two (22) consecutive school years of service and upon retirement, resignation in good standing or death, accumulated sick leave shall be paid at a rate equivalent to fifty (50%) percent 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 an Employee has completed 22 years of service and dies while still actively employed by the District, the Employee's estate will receive the value of the prorated sick leave that the Employee would have been entitled to receive. This benefit will have a maximum value of \$5,000 for Occupational Therapists, Physical Therapists, and Student Assistance Program Counselors.
- viii) Upon completing thirty (30) consecutive school 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% of the value of the days accumulated up to a maximum one hundred twenty-seven (127), at the current rate of pay. In the event an Employee has completed 30 years of service and dies while still actively employed by the District, the Employee's estate will receive the value of the prorated sick leave that the Employee would have been entitled to receive. This benefit will have a maximum value of \$5,000 for Occupational Therapists, Physical Therapists, and Student Assistance Program Counselors.

* Should an Employee's regularly scheduled hours be reduced below 17.5 hours per week, see Appendix B for sick leave day administration.

(b) After five (5) consecutive or seven (7) non-consecutive days of illness, or if the Board reasonably suspects an Employee is abusing sick leave based on a pattern of absences, an Employee 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 an Employee's accumulated sick leave will be granted for serious illness of a member of an Employee'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 Employee'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 Employee 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 Employees, 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 1st and September 30th. The second donation period shall be between June 1st and June 15th. 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.

An Employee who wishes to utilize the Sick Bank must make a written request to the Superintendent which demonstrates that such Employee 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. An Employee 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 Employee 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 by a majority 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, an Employee 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 Employees who meet the eligibility standards. The 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 workdays of the probationary period, a first year Employee will be entitled to two (2) days personal leave with pay. Commencing with the second year all Employees 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 twenty-four (24) or seventy-two (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 an Employee 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 Employee. Immediate family shall include the Employee's parents, spouse, children, brother(s), sister(s), grandparents, grandchild(ren), in-laws, stepchildren, aunts and uncles, or a member of the 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) An Employee 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 Employee 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 Employee is eligible for such insurances. Once an Employee has utilized their accrued sick leave up to a maximum of six (6) weeks, the Employee 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), an Employee 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 District retains the right to approve or disapprove leave requested.

If the Employee 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) An Employee who returns after their period of paid sick leave shall be reassigned to a position of comparable salary and benefits; and to the extent practicable, they will be reassigned to their former position, if the reassignment is in the best interest of the student(s), or to a substantially equivalent position. The reassignment of an Employee who seeks to return after their period of paid sick leave in June may be delayed until the beginning of the following school year. If the Employee 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 Employees 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) Employees 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 Employees apply for such leave, the granting of such leaves will be determined by the Employee's seniority in the bargaining unit. The Superintendent shall respond in writing to the request by July 1st. No Employee shall be eligible for the benefit for two continuous years and must work a full school year (whatever an Employee 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 Employee's return to the system. (Example: An Employee with five (5) years of continuous service who is on said leave during their sixth (6th) year will resume salary, seniority, and benefits beginning at the sixth (6th) year level).

Employees 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 Employee.

Employees 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 their old position if the reassignment is in the best interest of the student(s).

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

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

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

6.8 Jury Duty Leave

Employees 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) The Board will provide new Employees with insurance application forms and said insurance shall be effective as soon as practicable in accordance with the regulations of the carrier. Employees 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.

(b) Employees employed for at least seventeen and one-half (17.5) hours per week may purchase single, two (2) person, parent with child(ren) or family health care coverage according to the terms detailed in Appendices C-1 and C-2 hereof. Employees working at least 30 hours per week are considered full time for the purpose of purchasing insurance.

7.2 Health Insurance and Related Benefits:

By law, the terms of this Agreement incorporate by reference all matters agreed to in negotiation by the Commission on Public School Employee Health Benefits or ordered through binding arbitration pursuant to the law governing the work of such Commission, as the same may be amended from time to time, into this Agreement. Printed at the end of this Agreement are Appendix C-1 for the period through December 31, 2025, and Appendix C-2 for the period commencing January 1, 2026, which set forth such terms and conditions. These Appendices are included only for the convenience of the parties hereto as a reference; they were not bargained or agreed to by the Parties to this Agreement; and they are subject to change in subsequent state-wide bargaining by the Commission. The terms and conditions document in Appendix C-2 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.

Through December 31, 2025, the premium contribution for paraeducators with single tier coverage shall be 15%: for all other tiers 20%. Effective January 1, 2026, the premium contribution for paraeducators with single tier coverage shall be 16%: for all other tiers 20%. Effective January 1, 2027, the premium contribution for paraeducators with single tier coverage shall be 17%: for all other tiers 20%. The premium contribution for all other employees shall be 20% for all tiers through December 31st, 2028. Beyond December 31st, 2028, premium contributions shall be as negotiated by the Commission on Public School Employee Health Benefits.

7.3 The District will deduct employees' 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 Employees who currently qualify for individual health care coverage and who waive coverage as follows:

An eligible Employee, other than an Employee 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 Employee 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 members of this bargaining unit.

7.6 The Board will provide group life insurance protection for each eligible employee, as defined in section 7.1 above, in the face amount of \$25,000 to be paid to the Employee'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, Employees 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 employees, 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.

Beginning on August 15th, 2026, the Board agrees to provide eligible employees with single coverage in a dental insurance program as currently offered by the Board upon hire as soon as allowable by the insurance carrier. The Board will pay the full cost of the single coverage.

Employees who work at least 17.5 hours a week may also purchase, at their own cost, two-person or family dental coverage. 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. Beginning on August 15th, 2026, if two-person or family coverage is elected, the Board will pay the cost of an individual plan and seventy percent (70%) of the difference in cost between the cost for an individual plan and the cost of the plan selected by the employee. The employee will pay 30% of the cost difference.

Eligible employees 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 Association. 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 an Employee 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 Employees may make payments of health and dental insurance premiums and dependent child care which the Internal Revenue Service may allow to be made on a pre-tax basis.

7.10 Subject to the criteria of subsections (a) and (b) below, an Employee retiring after twenty (20) years of continuous employment and at or above age fifty-five (55) shall be entitled to a payment from the Board, as follows:

The Board will pay twenty-five percent (25%) of such retired employee's COBRA premium obligation for the single or two-person plan, as per the limitations in subsection (a) and (b), or a pro-rated portion thereof for retired part-time employees, for as long as the employee remains covered by the Board's health insurance plan under COBRA up to a maximum of the 18 month COBRA period.

To be eligible for this benefit, the Employee 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 an Employee 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 Employee 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 Employee 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 Employees whose hours have been reduced below thirty (30) hours, but not less than seventeen and one-half (17.5) hours shall continue to be eligible for health insurance benefits as described and referenced above. If the reduction is to not less than twenty (20) hours, Employees shall continue to be eligible for the dental insurance program currently offered by the Board. To be eligible for these coverages, the Employee must have been enrolled in the health care plan and dental plan prior to the budgetary reduction of hours.

ARTICLE VIII

SALARIES

8.1 (a) Salaries for Employees 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 2025-2026, the rate of pay shall be increased by 5.59% new money. Individual increases shall be by placement on the new salary schedules. Individuals placed on the grids shall receive a minimum of a 4.0% increase. Individuals placed “off grid” shall receive a minimum 3.5% increase. Such increase shall be retroactive to August 15, 2025, or to their date of hire thereafter, for bargaining unit members employed on June 30, 2025 or thereafter who remain employed on the effective date of this Agreement.
- ii. For 2026-2027, the rate of pay shall be increased by 5.47% new money, inclusive of a step increase for all eligible employees. Off step employees will receive a 3.6% increase.
- iii. For 2027-2028, 5.07% new money, inclusive of a step increase for all eligible employees. Off step employees will receive a 3% increase.

(b) Employees 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. Student Assistance Program Counselors, Occupational Therapists and Physical Therapists shall be paid a salary in equal installments. All other employees shall be paid hourly. At its discretion, BSD may transition to paying Hourly Employees by the hour as determined by the hours actually worked by the Employee during the pay period. The hours worked shall be calculated by the District’s pay system based upon the time documented by each Employee 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 Employees by the hour as determined by the hours actually worked by the Employee, while the District shall maintain all decision-making authority relating to the new system, the District shall include Employees in the discussion of how the new system will be implemented and provide Employees with instruction on utilization of the new system prior to implementation. The District agrees to comply with the statutory requirements of 21 V.S.A. §8342(a)(3) for Employees electing to have funds withdrawn from their regular paychecks and the District disbursing said funds at a later date(s) per the statute.

(c) If any portion an Employee’s regularly scheduled contract year is cancelled or interrupted for any emergency, the Employee shall receive their regular rate of pay for those full days. However, if the missed time is made up at a later date, the Employee shall receive no additional pay, except as may be required by state or federal law.

8.2(a) All new Employees shall be placed on the salary scale as indicated in Appendix A. New employees may be given credit at their initial hiring for experience and education, as indicated in Appendix A. The adjusted salary scale for new hires shall be applicable retroactively to their start date for all new hires whose work commenced on or after August 15, 2025 and who remain employed by the District as of the effective date of this Agreement.

(b) Employees are eligible for credit for experience and education. All course/workshops for salary movement of employees require prior approval.

(c) Employees who accumulate additional credits sufficient to adjust their pay rate to a new column 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:

2025-2028: \$4.00 per hr.

DEFINITION OF INTENSIVE SPECIAL NEEDS (ISN) includes those Paraeducators who perform duties in accordance with the criteria listed on the ISN Referral Form in the Burlington School District Special Services Procedure Manual.

ARTICLE IX

REDUCTION IN FORCE:

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

- 1 – General Education Paraeducator
- 2 – Library Support Paraeducator
- 3 – Special Education Paraeducator
- 4 – Planning Room/Eagle Bay Academy Programs Paraeducators
- 5 – Burlington Technical Center (BTC)
- 6 – Essential Early Education
- 7 – Classroom - not otherwise classified (Includes academic Paraeducators such as Kindergarten, Academic, and Band Paraeducators, etc.)
- 8 – Behavior Interventionist
- 9 – Occupational Therapist
- 10 – Physical Therapist
- 11 – Student Assistance Program Counselor

(b) An Employee 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 Employee will have the right to displace the least senior Employee within their functional group (where qualified) with the same number of hours within the District. The second Employee so affected shall then have displacement rights to the least senior 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 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 employee in that position is reduced in force. Said employee 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 employee will have the right to displace the least senior individual within their functional group (where qualified) with the same number of hours within the District. The second employee so affected shall then have displacement rights to the least senior 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 employee choose not to continue in the current or future assignment, the employee 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, a paraeducator or behavior interventionist may 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 employee not be reassigned within the building, the employee will be involuntarily transferred to an open position within the District. If no such open position exists, the employee will be reduced in force and may exercise displacement rights per 9(b), above.

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

(g) In the event that there is a vacancy in any of the employee groups while there is an employee within that group on layoff, the most senior of the employees in that group will be recalled to the vacant position by written notice. An employee 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. An employee 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 employee 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 employee's most continuous employment in the school District 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.) An employee 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 an employee with recall rights, employees 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 employee on layoff wishes to apply for the vacant position and applies within the posting period, they will be guaranteed first consideration for the position and will be guaranteed an interview for the position if they have appropriate certification for the position. An employee 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 their years of service. Occupational Therapists, Physical Therapists, and Student Assistance Program Counselors need not be notified of openings outside of their group.

(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 twenty-four (24) month period from the date the layoff began.

(k) Employees 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) An employee returning to work within the twenty-four (24) month period will receive only those benefits appropriate to the position to which the Employee returns.

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

(n) Seniority List: The Superintendent shall be responsible for the creation of a seniority list, denoting each employee's seniority status and years of service. A copy of the list shall be provided to the Association on or before October 1 of each school year. Appeals of information included in the seniority list shall be presented to the Superintendent in writing on or before November 1 of each year. Resolution of appeals shall be made by the Superintendent prior to December 15. If the Superintendent's decision is not satisfactory, the Association may utilize the grievance process to resolve the issue.

ARTICLE X

SAFETY

10.1 Employees shall not be required to work in unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health or safety. The District shall endeavor to provide a safe work environment which shall include appropriate precautions against known threats of assault and other intimidating or threatening behavior in the workplace. The test of reason shall be applied in determining whether this section has been violated.

- a) When an employee believes their life or safety has been threatened by a student or students or that the lives or safety of students in their classrooms have been threatened, they shall notify an appropriate school administrator as soon as possible and prove a sufficient summary of such threat(s). The administrator may subsequently require additional information in writing from the Teacher, but not prior to taking appropriate steps to verify and stop such threat.
- b) If determined to be necessary or appropriate, the administrator shall cause the perpetrating student(s) to be immediately removed from the employee's work area and shall also notify the student's parent/guardians in a timely manner.
- c) If, as a result of the investigation, the student(s) are determined to have issued a threat to the lives or physical safety of the employee(s) or students in their classroom the student(s) will receive consequences pursuant to applicable laws and policies.
- d) The employee(s) involved will receive a report on the results of the investigation and will be given the opportunity to debrief with the administration concerning the incident.
- e) In situations where such a complaint has been verified the employee(s) shall be informed and given the opportunity for input as to the actions being taken by the administration to prevent a recurrence if it is determined that the student will be placed back into the care of the employee.

10.2 (a) When a student is assigned to an employee, the administration will notify the employee if such student has a known history of threatening or violent misbehavior.

(b) When a student with a history of aggressive and or violent behavior that is known to the District is assigned to an employee, the employee will be provided with additional orientation and/or training believed to be reasonably necessary by the administration in advance of the student's placement. Any existing or modified behavior plans for such student will also be reviewed by the employee.

10.3 The school and District safety plans will be communicated to employees annually and when substantive changes are made.

10.4 When developing and reviewing policies that are intended to provide a safe school environment, the Board will seek input from employees and the Association.

10.5 An employee who has been the victim of assaultive or physically threatening behavior at school or in their classroom may request additional training in de-escalation and/or restraint. If the principal or other administrator denies this request, a written communication justifying the denial must be communicated to the employee.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 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.

11.2 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 Association or because of an employee's activity in an official capacity on behalf of the Association.

11.3 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 Employees the availability of work in cases of job action, strike, work stoppage, or work slowdown. Employees will not be reprimanded or disciplined for any refusal of a request by the administration to perform a job.

11.4 All written notices to the 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, 67 Cherry St. , 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.

11.5 Employees 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. An Employee who works at least 1200 hours in a twelve (12) month period may be eligible for enrollment in the System. The District shall make Employees aware of eligibility requirements and provisions of the Burlington City Retirement System and such changes to enrollment status and payroll deductions will be made known to eligible Employees via electronic communication within the appropriate pay period or subsequent pay period. The 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.

11.6 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

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 ___ day of March, 2026.

In Presence of:

Bonnie Ryder

BURLINGTON BOARD OF SCHOOL
COMMISSIONERS

[Signature]
Chair, Duly Authorized Agent

In Presence of:

Bonnie Ryder

B.E.A. EDUCATION SUPPORT
PROFESSIONALS OF THE
BURLINGTON SCHOOL DISTRICT

By: [Signature]

APPENDIX A

WAGE SCALES

ALL AGREEMENT YEARS:

- Group 1:** Classroom; Special Education; Title; EEEEC
- Group 2:** Library Support Paraprofessionals
- Group 3:** Planning Room; Eagle Bay Academy Programs, Band Paraeducator
- Group 4:** Behavior Interventionists
- Group 5:** Occupational Therapists, Physical Therapists
- Group 6:** Student Assistance Program Counselors

New hires shall be placed on a step commensurate with their experience and education. No new hire shall be placed at a step higher than a current employee with comparable experience and education.

2025-2026 Wage Scales

Group 1: Classroom, Special Ed, Title, and EEEEC Paras				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$20.05	1.025	\$20.55
2	1.025	\$20.55	1.050	\$21.05
3	1.050	\$21.05	1.075	\$21.55
4	1.075	\$21.55	1.100	\$22.06
5	1.100	\$22.06	1.125	\$22.56
6	1.125	\$22.56	1.150	\$23.06
7	1.150	\$23.06	1.175	\$23.56
8	1.175	\$23.56	1.200	\$24.06
9	1.200	\$24.06	1.225	\$24.56
10	1.225	\$24.56	1.250	\$25.06

2025-2026 Wage Scales (cont.)

Group 2: Library Support Paras				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$21.00	1.025	\$21.53
2	1.025	\$21.53	1.050	\$22.05
3	1.050	\$22.05	1.075	\$22.58
4	1.075	\$22.58	1.100	\$23.10
5	1.100	\$23.10	1.125	\$23.63
6	1.125	\$23.63	1.150	\$24.15
7	1.150	\$24.15	1.175	\$24.68
8	1.175	\$24.68	1.200	\$25.20
9	1.200	\$25.20	1.225	\$25.73
10	1.225	\$25.73	1.250	\$26.25

Group 3: Planning Room, Eagle Bay, and Band Paras				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$22.50	1.025	\$23.06
2	1.025	\$23.06	1.050	\$23.63
3	1.050	\$23.63	1.075	\$24.19
4	1.075	\$24.19	1.100	\$24.75
5	1.100	\$24.75	1.125	\$25.31
6	1.125	\$25.31	1.150	\$25.88
7	1.150	\$25.88	1.175	\$26.44
8	1.175	\$26.44	1.200	\$27.00
9	1.200	\$27.00	1.225	\$27.56
10	1.225	\$27.56	1.250	\$28.13

2025-2026 Wage Scales (cont.)

Group 4: Behavior Interventionists				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$25.00	1.025	\$25.63
2	1.025	\$25.63	1.050	\$26.25
3	1.050	\$26.25	1.075	\$26.88
4	1.075	\$26.88	1.100	\$27.50
5	1.100	\$27.50	1.125	\$28.13
6	1.125	\$28.13	1.150	\$28.75
7	1.150	\$28.75	1.175	\$29.38
8	1.175	\$29.38	1.200	\$30.00
9	1.200	\$30.00	1.225	\$30.63
10	1.225	\$30.63	1.250	\$31.25

Group 5: Occupational and Physical Therapists				
Step	Index	Professional Degree	Index	Post- Professional Degree
1	1.000	\$76,000.00	1.025	\$77,900.00
2	1.025	\$77,900.00	1.050	\$79,800.00
3	1.050	\$79,800.00	1.075	\$81,700.00
4	1.075	\$81,700.00	1.100	\$83,600.00
5	1.100	\$83,600.00	1.125	\$85,500.00
6	1.125	\$85,500.00	1.150	\$87,400.00
7	1.150	\$87,400.00	1.175	\$89,300.00
8	1.175	\$89,300.00	1.200	\$91,200.00
9	1.200	\$91,200.00	1.225	\$93,100.00
10	1.225	\$93,100.00	1.250	\$95,000.00

2025-2026 Wage Scales (cont.)

Group 6: Student Assistance Program Counselors				
Step	Index	Bachelors	Index	Masters
1	1.000	\$55,000.00	1.025	\$56,375.00
2	1.025	\$56,375.00	1.050	\$57,750.00
3	1.050	\$57,750.00	1.075	\$59,125.00
4	1.075	\$59,125.00	1.100	\$60,500.00
5	1.100	\$60,500.00	1.125	\$61,875.00
6	1.125	\$61,875.00	1.150	\$63,250.00
7	1.150	\$63,250.00	1.175	\$64,625.00
8	1.175	\$64,625.00	1.200	\$66,000.00
9	1.200	\$66,000.00	1.225	\$67,375.00
10	1.225	\$67,375.00	1.250	\$68,750.00

2026-2027 Wage Scales

Group 1: Classroom, Special Ed, Title, and EEEEC Paras				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$20.76	1.025	\$21.28
2	1.025	\$21.28	1.050	\$21.80
3	1.050	\$21.80	1.075	\$22.32
4	1.075	\$22.32	1.100	\$22.84
5	1.100	\$22.84	1.125	\$23.36
6	1.125	\$23.36	1.150	\$23.88
7	1.150	\$23.88	1.175	\$24.40
8	1.175	\$24.40	1.200	\$24.91
9	1.200	\$24.91	1.225	\$25.43
10	1.225	\$25.43	1.250	\$25.95

Group 2: Library Support Paras				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$21.75	1.025	\$22.29
2	1.025	\$22.29	1.050	\$22.83
3	1.050	\$22.83	1.075	\$23.38
4	1.075	\$23.38	1.100	\$23.92
5	1.100	\$23.92	1.125	\$24.46
6	1.125	\$24.46	1.150	\$25.01
7	1.150	\$25.01	1.175	\$25.55
8	1.175	\$25.55	1.200	\$26.09
9	1.200	\$26.09	1.225	\$26.64
10	1.225	\$26.64	1.250	\$27.18

2026-2027 Wage Scales (cont.)

Group 3: Planning Room, Eagle Bay, and Band Paras				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$23.30	1.025	\$23.88
2	1.025	\$23.88	1.050	\$24.46
3	1.050	\$24.46	1.075	\$25.05
4	1.075	\$25.05	1.100	\$25.63
5	1.100	\$25.63	1.125	\$26.21
6	1.125	\$26.21	1.150	\$26.79
7	1.150	\$26.79	1.175	\$27.38
8	1.175	\$27.38	1.200	\$27.96
9	1.200	\$27.96	1.225	\$28.54
10	1.225	\$28.54	1.250	\$29.12

Group 4: Behavior Interventionists				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$25.89	1.025	\$26.53
2	1.025	\$26.53	1.050	\$27.18
3	1.050	\$27.18	1.075	\$27.83
4	1.075	\$27.83	1.100	\$28.48
5	1.100	\$28.48	1.125	\$29.12
6	1.125	\$29.12	1.150	\$29.77
7	1.150	\$29.77	1.175	\$30.42
8	1.175	\$30.42	1.200	\$31.07
9	1.200	\$31.07	1.225	\$31.71
10	1.225	\$31.71	1.250	\$32.36

2026-2027 Wage Scales (cont.)

Group 5: Occupational and Physical Therapists				
Step	Index	Professional Degree	Index	Post-Professional Degree
1	1.000	\$78,698.00	1.025	\$80,665.45
2	1.025	\$80,665.45	1.050	\$82,632.90
3	1.050	\$82,632.90	1.075	\$84,600.35
4	1.075	\$84,600.35	1.100	\$86,567.80
5	1.100	\$86,567.80	1.125	\$88,535.25
6	1.125	\$88,535.25	1.150	\$90,502.70
7	1.150	\$90,502.70	1.175	\$92,470.15
8	1.175	\$92,470.15	1.200	\$94,437.60
9	1.200	\$94,437.60	1.225	\$96,405.05
10	1.225	\$96,405.05	1.250	\$98,372.50

Group 6: Student Assistance Program Counselors				
Step	Index	Bachelors	Index	Masters
1	1.000	\$56,952.50	1.025	\$58,376.31
2	1.025	\$58,376.31	1.050	\$59,800.13
3	1.050	\$59,800.13	1.075	\$61,223.94
4	1.075	\$61,223.94	1.100	\$62,647.75
5	1.100	\$62,647.75	1.125	\$64,071.56
6	1.125	\$64,071.56	1.150	\$65,495.38
7	1.150	\$65,495.38	1.175	\$66,919.19
8	1.175	\$66,919.19	1.200	\$68,343.00
9	1.200	\$68,343.00	1.225	\$69,766.81
10	1.225	\$69,766.81	1.250	\$71,190.63

2027-2028 Wage Scales

Group 1: Classroom, Special Ed, Title, and EEEEC Paras				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$21.49	1.025	\$22.03
2	1.025	\$22.03	1.050	\$22.56
3	1.050	\$22.56	1.075	\$23.10
4	1.075	\$23.10	1.100	\$23.64
5	1.100	\$23.64	1.125	\$24.17
6	1.125	\$24.17	1.150	\$24.71
7	1.150	\$24.71	1.175	\$25.25
8	1.175	\$25.25	1.200	\$25.79
9	1.200	\$25.79	1.225	\$26.32
10	1.225	\$26.32	1.250	\$26.86

Group 2: Library Support Paras				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$22.51	1.025	\$23.07
2	1.025	\$23.07	1.050	\$23.63
3	1.050	\$23.63	1.075	\$24.19
4	1.075	\$24.19	1.100	\$24.76
5	1.100	\$24.76	1.125	\$25.32
6	1.125	\$25.32	1.150	\$25.88
7	1.150	\$25.88	1.175	\$26.45
8	1.175	\$26.45	1.200	\$27.01
9	1.200	\$27.01	1.225	\$27.57
10	1.225	\$27.57	1.250	\$28.13

2027-2028 Wage Scales (cont.)

Group 3: Planning Room, Eagle Bay, and Band Paras				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$24.11	1.025	\$24.72
2	1.025	\$24.72	1.050	\$25.32
3	1.050	\$25.32	1.075	\$25.92
4	1.075	\$25.92	1.100	\$26.53
5	1.100	\$26.53	1.125	\$27.13
6	1.125	\$27.13	1.150	\$27.73
7	1.150	\$27.73	1.175	\$28.33
8	1.175	\$28.33	1.200	\$28.94
9	1.200	\$28.94	1.225	\$29.54
10	1.225	\$29.54	1.250	\$30.14

Group 4: Behavior Interventionists				
Step	Index	HS Diploma or Associates	Index	Bachelors
1	1.000	\$26.79	1.025	\$27.46
2	1.025	\$27.46	1.050	\$28.13
3	1.050	\$28.13	1.075	\$28.80
4	1.075	\$28.80	1.100	\$29.47
5	1.100	\$29.47	1.125	\$30.14
6	1.125	\$30.14	1.150	\$30.81
7	1.150	\$30.81	1.175	\$31.48
8	1.175	\$31.48	1.200	\$32.15
9	1.200	\$32.15	1.225	\$32.82
10	1.225	\$32.82	1.250	\$33.49

2027-2028 Wage Scales (cont.)

Group 5: Occupational and Physical Therapists				
Step	Index	Professional Degree	Index	Post-Professional Degree
1	1.000	\$81,452.43	1.025	\$83,488.74
2	1.025	\$83,488.74	1.050	\$85,525.05
3	1.050	\$85,525.05	1.075	\$87,561.36
4	1.075	\$87,561.36	1.100	\$89,597.67
5	1.100	\$89,597.67	1.125	\$91,633.98
6	1.125	\$91,633.98	1.150	\$93,670.29
7	1.150	\$93,670.29	1.175	\$95,706.61
8	1.175	\$95,706.61	1.200	\$97,742.92
9	1.200	\$97,742.92	1.225	\$99,779.23
10	1.225	\$99,779.23	1.250	\$101,815.54

Group 6: Student Assistance Program Counselors				
Step	Index	Bachelors	Index	Masters
1	1.000	\$58,945.84	1.025	\$60,419.48
2	1.025	\$60,419.48	1.050	\$61,893.13
3	1.050	\$61,893.13	1.075	\$63,366.78
4	1.075	\$63,366.78	1.100	\$64,840.42
5	1.100	\$64,840.42	1.125	\$66,314.07
6	1.125	\$66,314.07	1.150	\$67,787.71
7	1.150	\$67,787.71	1.175	\$69,261.36
8	1.175	\$69,261.36	1.200	\$70,735.01
9	1.200	\$70,735.01	1.225	\$72,208.65
10	1.225	\$72,208.65	1.250	\$73,682.30

Annual new money increases. Individual increases will vary. (in accordance with Section 8.1(a), above):

2025-2026 5.59%
 2026-2027 5.47%
 2027-2028 5.07%

Hourly Premium - per section 8.2(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:

2025-2028: \$4.00 per hour

DEFINITION OF INTENSIVE SPECIAL NEEDS (ISN) includes those Paraeducators who perform duties in accordance with the criteria listed on the ISN Referral Form in the Burlington School District Special Services Procedure Manual.

APPENDIX B

Should an employee's regularly scheduled weekly hours be reduced below 17.5 hours per week, and therefore the employee 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 employee shall have continued access to accrued sick leave days but shall not continue to accrue sick leave days.
- b) If the reduction in hours is voluntary, i.e., at the request of the employee, then the employee shall not have access to or continue to accrue sick leave days for such period as the employee continues to be regularly scheduled to work less than 17.5 hours per week.
- c) If at the time the regularly scheduled hours are involuntarily or voluntarily reduced below 17.5 hours per week, the employee is eligible for the "golden handshake" as described in section 6.1(a) subparagraphs (vi), (vii) or (viii), the employee may at that time elect to take the cash out amount. Upon accepting the cash out amount, the employee 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 employee returns the signed contract for the reduced hours.

Should the employee decide not to take the cash out amount, the accrued sick leave days will remain on hold until such time as the employee returns to a regular schedule of more than 17.5 hours per week or leaves the employ of the Burlington School District.

APPENDIX C

The Terms and Conditions as required by the Arbitration Award and Resolution of Negotiations between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61 for the Period of January 1, 2023 through December 31, 2025 and the extensions running through December 31st, 2028 are set forth below in their entirety as follows:

SECOND EXTENSION AGREEMENT

This Second Extension Agreement ("Second Extension") is dated as of September 24, 2025 by and between the Employee Commissioners and the Employer Commissioners of the Commission on Public School Employee Health Benefits (collectively, the "Parties").

WHEREAS the Parties entered into the "Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61 For The Period of January 1, 2023 through December 31, 2025" on December 29, 2021 ("Original Agreement").

WHEREAS the Parties hereby agree to extend the term of the Original Agreement in accordance with Article XIV of the Original Agreement as well as the terms provided herein.

In consideration of the mutual covenants contained herein, the Parties mutually covenant and agree as follows:

- The Original Agreement, which is attached hereto as a part of this Extension, will end on December 31, 2025.
- On March 18, 2024 the Parties entered into an agreement ("First Extension"), which is attached hereto as a part of this Extension, to extend the Original Agreement for an additional period, which is set to begin immediately upon the expiration of the original time period and will end on December 31, 2027.
- The Parties agree to further extend the Original Agreement.
- Because the start date of the First Extension has not yet passed, the Second Extension will supersede the First Extension and extend the Original Agreement for an additional period, which is set to begin immediately upon the expiration of the original time (December 31, 2025) and will instead end on December 31, 2028.
- Unless a third extension is authorized, the Parties will need to start negotiations on or before April 1, 2027 in order for a new Healthcare Agreement to go into effect on January 1, 2029.
- This Extension binds and benefits the Parties and any successors or assigns. This document, including the attached Original Agreement, is the entire agreement between the Parties.

All other terms and conditions of the Original Agreement remain unchanged.



9 / 24 / 2025

Michael Campbell
Co-Chair, Commission on Public School Employee Health Benefits



9 / 24 / 2025

Mark Koenig
Co-Chair, Commission on Public School Employee Health Benefits

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

Article I. Recognition:

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

Article II. Definitions:

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

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

Article III. Scope of Bargaining:

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

Article IV. Limited Jurisdiction:

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

Article V. Plan Offerings:

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

Article VI. Eligibility Standards:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article X. Third Party Administrator Services:

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

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

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

Article XI. Grievance Procedure

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

Article XII. Incorporation by Reference:

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

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

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

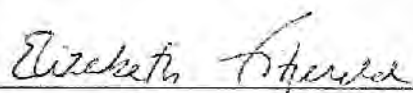
Article XIII. Disclaimer:

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

Article XIV Duration:


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

For the Employer Commissioners:


Elizabeth Fitzgerald, Chair, Duly authorized

12/29/21
Date

For the Employee Commissioners:


Michael Campbell, Chair, Duly authorized

12/2/21
Date

EXTENSION AGREEMENT

This Extension Agreement ("Extension") is dated as of March 18, 2024 by and between the Employee Commissioners and the Employer Commissioners of the Commission on Public School Employee Health Benefits (collectively, the "Parties").

WHEREAS the Parties entered into the "Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61 For The Period of January 1, 2023 through December 31, 2025" on December 29, 2021 ("Original Agreement").

WHEREAS the Parties hereby agree to extend the term of the Original Agreement in accordance with Article XIV of the Original Agreement as well as the terms provided herein.


In consideration of the mutual covenants contained herein, the Parties mutually covenant and agree as follows:

- The Original Agreement, which is attached hereto as a part of this Extension, will end on December 31, 2025.
- The Parties agree to extend the Original Agreement for an additional period, which will begin immediately upon the expiration of the original time period and will end on December 31, 2027.
- This Extension binds and benefits the Parties and any successors or assigns. This document, including the attached Original Agreement, is the entire agreement between the Parties.

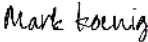
All other terms and conditions of the Original Agreement remain unchanged.

Michael Campbell

Co-Chair, Commission on Public School Employee Health Benefits

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Mark Koenig

Co-Chair, Commission on Public School Employee Health Benefits

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