



MASTER NEGOTIATED AGREEMENT

BETWEEN THE

KINGDOM EAST SCHOOL DISTRICT

AND THE

KINGDOM EAST EDUCATION ASSOCIATION

EDUCATIONAL SUPPORT PERSONNEL (ESP)

July 1, 2025-June 30, 2028

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July 1, 2025 - June 30, 2028

ACKNOWLEDGMENT OF ARBITRATION

IN ACCORDANCE WITH 12 V.S.A. SECTION 5652 (b), THE BOARD AND THE ASSOCIATION UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS AGREEMENT, THE BOARD AND THE ASSOCIATION UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN THIS ARTICLE.

ARTICLE I: AGREEMENT

THE PARTIES

1.1 This agreement is made and entered into by and among the Kingdom East Supervisory District Board of School Directors, hereinafter the Board, and Kingdom East Education Association (KEEA), an affiliate of the Vermont-NEA and the National Education Association, hereinafter the "Association." Association Units include the Educational Support Personnel (ESP) units . The term "Superintendent" when used in this Agreement is understood to mean the Superintendent of Schools of the Kingdom East School District. Reference to the District refers to Kingdom East Unified Union School District, the Kingdom East Supervisory District and the Kingdom East School District as one in the same. Throughout this Agreement reference to the Board or District shall be deemed to refer to the Board and District noted above.

ARTICLE II RECOGNITION

Recognition

2.1 Recognition: The Board recognizes the Association for the purpose of collective negotiations, pursuant to Title 16, Chapter 57, of the Vermont Statutes Annotated, as the exclusive representative of a unit consisting of Educational Support Personnel of the "Board," certified by the State of Vermont excluding any administrative or teaching personnel as defined in Chapter 57 of 16 V.S.A., unless otherwise indicated, the ESPs in the above unit will be hereafter referred to as "Educational Support Personnel" or "ESP".

2.2 KEEA, solely: The Board agrees not to address matters herein with any Educational Support Personnel Organization other than the Association identified in 2.1 during the duration of the Agreement. The Board further agrees not to negotiate with any Educational Support Personnel Organization other than the Association in regard to changes in salaries, hours, terms, conditions of employment, and other matters of mutual concern to become effective during the term of this Agreement.

2.3 Limitation: This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters whether or not covered by this Agreement.

2.4 Definitions

- A. **Full Year, Full Time ESP** as used in this Agreement shall refer to any ESP hired by the Board to regularly work thirty (30) or more hours per week, fifty-two (52) weeks a year, from July 1 - June 30
- B. **Full Year, Part Time ESP** as used in this Agreement shall refer to any ESP hired by the Board to regularly work less than thirty (30) or hours per week, fifty two (52) weeks a year, from July 1 - June 30.
- C. **School Year, Full Time ESP** as used in this Agreement shall refer to any ESP hired by the Board to regularly work thirty (30) or more hours per week during the school year.
- D. **School Year, Part Time ESP** as used in this Agreement shall refer to any ESP hired by the Board to work less than thirty (30) hours per week during the school year.
- E. Year or Per Year as used in this agreement is the Board fiscal year from July 1 through June 30.
- F. An employee who works more than the school year but less than a full year will be prorated based on a full year definition.

ARTICLE III NEGOTIATIONS

3.1 Successor Agreement:

- A. The Board and Association agree to enter into negotiations over a successor agreement in a good faith effort concerning ESP salaries, related economic conditions of employment, procedures for processing complaints and grievances to employment, and any other mutually agreed upon matters not in conflict with the statutes of the State of Vermont if written notification is given by either party not later than October 1 of the school year in which this Agreement expires. Any agreement so negotiated will be reduced to writing, and signed by the Board and Association.

- B. Not later than November 1 of the school year in which this successor Agreement expires, the parties shall submit to one another all initial negotiation proposals, if any, and shall enter into negotiations regarding the proposals on or before November 15 of the school year in which the Agreement expires.

3.2 Consultants: During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. When utilizing the services of outside consultants at the table, either party will give at least 48 hours advance notice prior to a negotiation session. The Board shall make available to the public all current budgetary information.

3.3 Mediator Costs: The costs for the services of a mediator and/or the Chairperson of the fact-finding committee, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of a hearing room, if any, will be shared equally by the Board and the Association.

3.4 Continuation: In the event that neither party gives notice to the other of its intention to negotiate a successor to the Agreement by October 1 of the school year in which this agreement expires, the Agreement shall automatically be extended on the same terms for another year beyond the expiration date of June 30, 2028 of the Agreement and similarly year to year thereafter with a notification date of intent to negotiate a successor being October 1 of the successor year.

3.5 Extension: In the event that negotiations for a successor Agreement have not been completed by the time this Agreement expires, the parties hereby agree to extend the provisions of said Agreement beyond its expiration date until such time as negotiations have been completed, and a new contract has been ratified by both parties.

3.6 Step Movement: Notwithstanding the foregoing upon expiration of this Agreement, there shall be no step or column movement until such time as a successor Agreement is ratified by both parties.

ARTICLE IV: RIGHTS OF THE ASSOCIATION

Rights of The Association

4.1 Membership: The Board agrees that each ESP shall have the right to join or not to join, assist, or participate in any ESP Organization of their choosing. The Board further agrees that neither the Board, nor any ESP of the board serving in any capacity, nor any other person or organization, shall interfere with restrain, coerce, or discriminate in any way for or against any ESP with respect to salary, economic conditions of employment, or professional employment by

reason of his/her membership or non-membership in the Association deemed to be lawful in the State of Vermont.

4.2 Statutory Rights: Nothing contained herein shall be construed to deny or restrict any ESP such rights as he/she may have under Vermont State Law regulations. The rights granted to ESP hereunder shall be deemed to be in addition to those provided elsewhere.

4.3 Provisions: If any provision of the Agreement or any application thereof to any ESP or group of ESP(s) 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.

4.4 Individual Contracts: Any individual contract between the Board and an individual ESP hereinafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

4.5 Severability: If any section, subsection, provisions, clause, or portion of this agreement shall for any reason become invalid, or be deemed so by a court of competent jurisdiction, such section, subsection, provision, clause, or portion of the Agreement shall be deemed a separate, distinct, and independent provision and such invalidity shall not affect the validity of the remaining portions thereof. The parties will meet to clarify and/or amend the affected portions of the Agreement.

4.6 Facility Use: The Association shall have the opportunity to use such facilities and equipment as are normally located for ESP's use within the school with approval of the administrator. Any cost or repairs beyond ordinary maintenance resulting from the use of such equipment, and the cost of materials, shall be borne by the Association.

4.7 Transacting Business: Duly authorized representatives of the Association may transact official business on school property, provided that this shall not interfere with school functions or business and it shall not be conducted during work hours.

4.8 The Association may use a common bulletin board in the school for the posting of notices or its activities and matters of Association concern.

4.9 The Association may use the ESP email for communications. Communication should take place during off duty hours. Any electronic use of school email is the property of the District and subject to public information requests.

4.10 Safety Of Employees:

In cases of emergency, the overall well-being of the student is the employee's prime responsibility. If a crisis situation endangers an employee, procedures will be followed to address the situation. Employees shall not be required to work under conditions which constitute a threat

to their health and safety when such a threat has been determined to exist by local, state and/or federal health or safety officials.

In the case where a teacher reasonably believes their life or safety has been threatened by a student(s) the following protocols will be followed:

1. The employee shall notify their direct supervisor or if unavailable a school administrator as soon as possible and provide them with oral/written information about the threat. The employee may be required to provide the information in writing at some point during the investigation. Administration shall use all reasonable efforts to maintain the safety of the employee and their work environment.
2. If the administrator receives this information during the regular school day, they will remove the student or students allegedly responsible for threats or physical injury from the employees work environment and notify the student's or students' parents/guardians.
3. If it is found that the student or students have issued a threat to the employee's safety or life in any form, the student or students will be administered consequences consistent with discipline procedures and/or board policy. When, in the opinion of the administrator it is feasible and the student and staff member(s) affected are ready, there will be a reentry meeting held prior to the student reentering the learning space with all available stakeholders (Student, staff, parents/guardians, administrator etc.).
4. The consequences designated by the administrator shall be completed to the satisfaction of the administrator, prior to the student or students' admission back to the employee's work environment unless a delay would interfere with the student or student's rights to a free and appropriate education as provided under the law or the student's due process rights.

4.10 A- Employee Personal Property:

In the event that a staff member's personal cellular device is damaged or destroyed through the act of a student, the District will replace or reimburse the employee based on a replacement value or repair cost as determined by administration.

4.10 B- Air Quality

If in the opinion of the administration indoor temperatures are too hot or too cold to have or continue a school day safely, the District will cancel school or have an early release day. Administration will consider the effects on student learning, recommendations from the VT Department of Health, and recommendations from the Agency of Education in making such a determination.

ARTICLE V: RIGHTS OF THE BOARD

Rights of The Board

5.1 Recognition: In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of schools and delivery of education and the efficient and economical operation of the Kingdom East School District, except as specifically and

directly modified by express language in a specific provision of this contract or by the laws of the State of Vermont, the Board retains all rights and powers that it has, or may hereafter be granted by law, and may exercise such powers at its discretion.

5.2 Preclusion: The Board's exercise of any management right of power in a particular manner shall not preclude the Board from exercising such right of power in any other manner which does not expressly violate this agreement. The Board's failure to exercise any right or power shall not be deemed a waiver of its right to exercise the same.

5.3 Emergency: None of the provisions of this agreement shall operate to preclude the Board from taking such action as it deems necessary for the care and protection of its students, ESP's, equipment and facilities in case of an emergency.

ARTICLE VI: GRIEVANCE PROCEDURE

6.1 Definitions

- A. **Grievance:** Any claim by the Association or an ESP that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, or a violation of the employee's right to fair treatment under this agreement shall be grievable.
- B. **Grievant:** The person, persons or Association instituting a grievance at its initial step under this Agreement.
- C. **Time limits:** All time limits consist of ESP workdays during the school year as per the adopted District calendar and weekdays (Monday through Friday) excluding legal holidays during the rest of the year. For School Year ESP's, every effort will be made to resolve grievances by the end of the school year. Failure by the Grievant to adhere to these procedures within the specified time periods shall render the grievance null and void. Timelines may be extended by mutual agreement by both parties in writing via both electronic and paper form.

6.2 Time Limits/Filing: No grievance shall be given consideration unless it is filed at the appropriate beginning step within twenty (20) days of the occurrence which gave rise to the grievance.

6.3 Time Limits/Procedures: No grievance shall be entertained except in accordance with the procedures specified in this contract. Failure of the grievant or Association to advance the grievance to the next step of the grievance procedure within the time limits contained in this Article VI shall render the grievance null and void. Failure of the Board or Administration to respond to the grievance within the time limits contained herein shall constitute a denial of the grievance thereby triggering the right of the grievant/Association to pursue the grievance to the next step of the procedure.

6.4 Class Action: Unless otherwise mutually agreed, all grievances arising out of the same set of facts and/or involving the same issue shall be combined and considered as a single grievance.

6.5 Grievance Committee: Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee. At least one Association representative shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance which is formally presented. Nothing herein contained will be construed as limiting the right of any ESP having a potential grievance to discuss the matter informally with the employee's supervisor and having a grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

6.6 Grievant Representation: In the formal grievance procedure herein provided, the grievant shall at all times be represented by the Association; at no time shall the grievant be represented by an administrative official of the school district. The Association shall be the sole and exclusive representative of the grievant.

6.7 Association Representation: The Association shall at all times have the right to represent itself at grievance hearings and to present its positions with respect to matters of contract interpretation. The Board (and its officials) and the Association (and its officials) shall have the right to include in their representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

6.8 Procedure:

Informal Resolution: The parties acknowledge that it is usually most desirable for an ESP and the immediately involved Administrator to resolve problems through free and informal communications. In all cases, before submitting a formal grievance to writing the Association member or representative shall discuss the matter with the direct supervisor; if the direct supervisor is not an administrator, and/or the matter is not resolved, the Association member or representative will address the matter informally with the administrator. The Association and the Boards in all cases will attempt to use this informal resolution. When requested by the ESP, an Association representative may intervene to assist in this resolution. However, should the informal processes fail to satisfy the ESP or the Association, then a grievance may be processed formally as follows:

Step 1:

The grievant shall present the grievance in writing setting forth the specific problem being grieved and the redress sought, to the immediately involved Administrator. The administrator shall arrange for a meeting with the grievant to take place within five (5) days of receipt of the grievance. The administrator must provide the grievant and the Association with a written decision on the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based. No grievance shall be given formal consideration unless it is filed at Step 1 within twenty (20) days after the occurrence which gave rise to the grievance.

Step 2:

If the grievance is not resolved at Step 1, then the Association may refer the grievance in writing and via email indicating the reasons for dissatisfaction with the decision of Step 1 and the redress sought, to the Superintendent or the official designee within five (5) days after receipt of the Step 1 decision. The Superintendent shall arrange for a meeting with the grievant and Association Grievance Committee to take place within five (5) days of receipt of the grievance. The Superintendent shall render a decision in writing and via email giving reasons upon which a decision is based. Copies of the written decision shall be given to the grievant and the Association within five (5) days of the meeting.

Step 3:

If the grievance is not resolved at Step 2, the Association may, within five (5) days of receipt of the Step 2 decision, forward the grievance to the Chair of the School Board or the official designee setting forth the reasons for dissatisfaction with the Step 2 decision and the redress sought. The Board shall, within ten (10) days of receipt of the appeal hold a hearing with the grievant and the Association's Grievance Committee. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall render a decision in writing and via email giving the reasons upon which its decision was based. The written decision shall be delivered to the grievant and the Association within five (5) days.

Step 4: Arbitration

If the Association is not satisfied with the disposition of the grievance at Step 3, then the Association may request binding arbitration in the matter. If a demand for arbitration is not filed within ten (10) days of the receipt of the Step 3 decision, the grievance shall be deemed to have been withdrawn. Such request shall be in writing and shall be delivered in person or by registered or certified mail and via email to the Superintendent. The arbitrator shall be determined by mutual agreement by the Association and Board or its designated representative. Should the parties be unable to agree upon an arbitrator, then the Arbitration shall be requested from the American Arbitration Association (AAA). Decisions of the Arbitrator in matters of grievance shall be final, and shall not be subject to appeal by either party.

6.9 Arbitration further detail: Neither the Board nor the Association will be permitted to assert any grounds before the Arbitrator which were not previously disclosed to the other party.

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

The Arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other

remedies as judged to be proper, save that the arbitrator shall not require the Board to perform any act contrary to State or Federal Statutes.

6.10 Cost of Arbitration: Each party shall bear the full cost for its representation in the arbitration. The costs of Arbitrator and AAA will be divided equally between the parties. Should both parties order a transcript, the cost of the two transcripts will be divided equally between the parties.

6.11 Bypass: Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to Step 3. Grievances involving an Administrator above the building level may be brought by the Association.

6.12 Furnishing Information: The Board, the Administration, and the Association agree to cooperate in the investigation of any grievance and agree to furnish each other with such information as is established to be pertinent to the processing of any grievance subject to confidentiality restrictions as defined by the law.

Should the investigation or processing of any grievance require that an ESP or an Association representative be released from a regular assignment, said person shall be released without loss of pay or benefits. However, no grievance shall be initiated or processed during assigned working hours, except by mutual agreement.

6.13 Personnel Files: No documents, communications, or records dealing with the processing of a grievance will be filed in the personnel file of the participants.

6.14 Withdraw: A grievance may be withdrawn at any level by the grievant or the Association without establishing precedent.

6.15 Students: Under no circumstances shall a minor child be involved in the investigation, filing, processing or hearing of any grievance by an advocate representing the Association or the Grievant unless prior written consent from a parent or a legal guardian has been filed with the office of the Superintendent during regular business hours at least forty-eight (48) hours in advance of such involvement.

6.16 Reprisals: No reprisals of any kind will be taken by the Board or the school administration against any ESP because of participation in this grievance procedure.

6.17 Representation: The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no ESP shall be required to discuss any grievance if the Association's representative is not present.

ARTICLE VII: EDUCATIONAL SUPPORT PERSONNEL EMPLOYMENT

7.1 Contract Renewal

Education Support Staff (ESP) shall be advised in writing of the intent of the Board to rehire for the succeeding school year by May 15th. Such notice shall include tentative position, step, wage, and number of hours and days. ESP's shall inform the Superintendent of their acceptance of the position within fifteen (15) calendar days of the receipt of the notice. If such acceptance is not given, the position shall be deemed vacant and a replacement sought, if the Superintendent so decides.

7.2 Job Descriptions

On or before June 30, the ESP will be given, in writing and via email their school/work location for the following year. Assignments may change in cases of emergency, changes in students' needs, or student migration in or out of a specific school.

7.3 Temporary Employment

An ESP may be hired for up to 45 school days as a Temporary ESP. If employment continues beyond 45 school days, the ESP shall receive seniority retroactive to the initial hire date and will be covered under this contract as of the 46th day of employment. When hired as a Temporary ESP, there is no guarantee of continued employment.

7.4 Reduction in Force

- A. ESP who are laid off (reduced) shall be given no less than two (2) weeks notice or two (2) weeks severance pay at the Superintendent's discretion, and shall be notified by the administration in writing.
- B. ESP will not be laid off (reduced) under the provision of this Article if the reduction in staff can be accomplished by staff turnover. If an opening exists in one of the ESP groups covered by this Agreement, an ESP who has been affected by the reduction in staff, has worked in the open group within the last five (5) years, and applied for the position, for which an ESP affected by reduction in staff is qualified, he/she will be transferred to that position rather than be laid off.
- C. Lay off (Reduction):
 - a. ESP's shall be laid off (reduced) by category, in the reverse order of seniority unless the least senior ESP is assigned as a one-on-one ESP to a single student on an IEP and has received specialized training or has specialized skills specifically needed by the assigned child. If so, the layoff shall be applied to the next ESP in the reverse order of seniority.
 - b. For the purposes of the article, seniority will begin to accrue as of the date beginning an ESP's most recent period of continuous employment in the District. Seniority will continue to accrue during all paid leaves of absence. Unpaid leaves of absence will not break seniority, but such time will not be counted in computing seniority.
 - c. Laid off/Reduced ESP's will maintain recall rights for a period of two (2) years

from the effective date of layoff or June 30 of the year the reduction was made if the reduction was made at the end of an academic year. The order of recall will be in the reverse order of layoff/reduction. Notice of recall shall be sent in writing to the last known address provided by the ESP; failure to respond within ten (10) days shall be considered a refusal to a vacancy. An ESP who refuses recall to a vacancy will lose all right to future recall and his/her seniority status.

- d. No temporary openings will be filled until the ESP(s) on layoff have been given the opportunity to fill the temporary opening. Seniority recall status shall not be lost if an ESP refuses to fill a temporary opening. Any time worked on a temporary basis will not adversely alter or extend the ESP's recall rights.
- e. **Years of Experience:**
 - i. Seniority will be based on years of experience equal to the number of continuous years an ESP has served in either the former Essex Caledonia Supervisory Union (ECSU) or the former Caledonia North Supervisory Union (CNSU) and/or any of the Kingdom East forming districts prior to 2018.
 - ii. After 2018, it is equal to the number of years of experience in (i) and the number of years in the Kingdom East School District (KESD). The beginning date of the service is the date and time of hire (received signed contract).

ARTICLE VIII: WORK DAY/WORK YEAR

8.1 Work Hours: All ESP work hours shall be set forth in issued contracts, and paid hourly as such. Hours shall be determined by the Board with input from the supervisor, principal and Superintendent.

8.2 Work Week: The normal workweek shall be Monday through Friday. The Principal shall establish the normal workday with input from the ESP's Supervisor when applicable.

8.3 Benefits: Both School Year and Full Year full time ESP shall be eligible for leave and benefits as outlined in the benefits portion of this Agreement.

8.4 Placement: Administrators shall assign placement and duties of ESP with input from ESP supervisors.

8.5 Inservice and Training: School Year ESP shall be employed for the number of Student Days per year plus the equivalent of six (6) inservice days scheduled by the administration. Inservice time will be scheduled at least two (2) weeks in advance and might include faculty meetings, grade level meetings, parent conferences, inservice or orientation days. In the event that a professional development training time must be changed, ESP's will be notified as soon as possible.

- A. The administration shall provide training for the Support Staff ESP's working with students with special needs as determined by the administration.

- B. Support Staff ESP's shall be trained in the universal precautions for the transmission of communicable diseases including those transmitted by blood or body fluids. Furthermore, the ESP's shall be provided with protective coverings necessary to prevent exposure to such pathogens.

8.6 Additional Hours

- A. Compensation outside the individual's established work day and year shall be at the ESP normal rate of pay. For hours outside the legally defined weekly limit, ESP shall be compensated at a rate required by law.
- B. **Overnight trips:** ESP's will be paid for all hours supervising students beyond the school day. In the event of an overnight trip, wages will be based on a 16 hour day. Attendance at an overnight trip is optional.
- C. **On Call:** Staff who are called to work during their non-regularly scheduled hours shall be paid a minimum of two (2) hours regardless of the actual time spent on site.
- D. **Overtime:** All overtime (beyond 40 hours) pay will follow current state and federal labor laws. All overtime must be pre-approved in writing by the direct supervisor prior to any hours worked.
- E. **Time Studies/ Grant Requirements:** Each ESP shall be paid for twenty (20) uninterrupted, contiguous minutes daily, for grant paperwork as required by supervisor. This time shall be in addition to the ESP's regular work hours. The extra time is for the sole purposes of filling in the data and grant paperwork.

8.7 Additional Work Days

- A. School Year ESP may be required to work for up to ten (10) extra days per school year to perform services as needed. Supervisors will provide at least 2 weeks notice, except in the case of an emergency.

8.8 Cancellation of school: When school is canceled due to inclement weather, full year ESP's work half a day and be paid for a full day. School year ESP's shall not work on inclement weather school cancellation days and shall work on the school cancellation make-up days. If school is canceled and make up days are forgiven, school year ESP may be required to work without the students present, and shall, whether working the day or not, be paid for the forgiven day.

8.9 Emergency Early release/Delayed Opening: If the opening of school is delayed or an emergency early release is called, school year ESP will be paid for their regularly scheduled hours.

8.10 Scheduled Early Release Days:-When early release days are included in the student school calendar for a school year ESP, professional development or work assignments shall be provided for ESP.

8.11 Lunch and Breaks: All ESP shall have an unpaid duty-free lunch period of thirty (30) minutes daily, and one (1) paid break of fifteen (15) minutes scheduled as the program allows. If a duty free lunch period cannot be arranged, the ESP will be paid during the lunch period.

8.12 Duties In the event that an ESP is assigned personal care of a student; i.e. toileting, changing clothes, etc., the Administration shall provide that no ESP perform these duties without having another ESP present.

8.13 Openings/Transfers: The Administration will post vacancies within the District. ESP(s) who desire consideration for a vacant position should notify the Superintendent in writing.

8.14 Transfers: Change in assignment (placement) of ESP will be given at least one week's notice of a change in assignment or location.

ARTICLE IX: LEAVES OF ABSENCE

9.1 Sick Leave

- A. **Amounts:** Sick Leave – Full time, full year, and school year ESP's shall be entitled to fifteen (15) paid sick leave days per year. Part-time ESP's either school year or full year, shall be entitled to sick leave on a prorated basis.
- B. **Use:** The use of sick leave shall only be for bona fide physical or mental wellness need including related appointments for the ESP or their immediate family as defined in 9.4A. ESP's shall make a reasonable effort to schedule medical/dental appointments during non-school hours.
- C. **Unused:** Unused sick days shall accumulate from year to year to a maximum of one hundred ten (110 days). If an ESP has accumulated over 110 days they shall get paid \$75 per day that is unused during the school year.
- D. **Notice:** A notice of accumulated sick leave shall appear on each ESP paycheck.
- E. **Sick Leave Donation:**
An ESP in need of additional sick days for their own illness or the illness of a child or spouse/domestic partner that is considered serious, or extended, may make a written request of the Superintendent for additional sick days. The maximum amount of additional sick leave granted from the leave bank is limited to 25 calendar days. This provision is not intended for a normal pregnancy leave. Donations may only be from an ESP who is contracted and will be employed in the next calendar year. The district will maintain a procedure for donation to and use of sick leave
- F. **Excessive:** Leave in excess of five (5) days may require written verification from the attending physician to make determinations concerning entitlement to sick leave beyond five days.

- G. **Resignation:** If an ESP resigns for health reasons during the school year, (documented by a physician), the ESP shall be entitled to cumulative sick leave.
- H. **Approval of Leave:** All approval of requested leaves will be responded to (approved or denied) within a reasonable amount of time.
- I. **Upon Retirement or Resignation** from the District in good standing, an ESP with a minimum of five (5) consecutive and contiguous years of service in Kingdom East and one of the Kingdom East forming districts shall be paid in the first payroll of July for up to seventy-eight (78) sick days according to the provisions set forth below.

Yrs of Service	Min Accum Unused Sick Days	Reimbursement Rate
5-10 years	40 days	\$15/day
11-15 years	50 days	\$20/day
16 or more years	50 days	\$25/day

9.2 Workers' Compensation: An ESP injured in the course of employment is insured by the employer through Workers' Compensation insurance. This is mandated by law and provides applicable payments for medical bills, resulting disabilities, and loss of wages per Vermont Workers' Compensation statute [21 V.S.A. Chapter 9].

- A. **Wages:** ESP's will be paid as per workers' compensation state and federal rules for necessary absences caused by a job related accident or injury. The ESP may use accumulated sick days in addition to workers compensation to make up the difference in hours if they so choose by half hour increments.
- B. **Coverage Denied:** The ESP may use accumulated sick days.
- C. **Receipt of Workers' Compensation:** Once an ESP starts receiving workers' compensation benefits pursuant to this section, available leave will run concurrently with an ESP's approved statutory leave (W/C, FMLA, VPFLA). The district will not be responsible for contributing toward the premium costs of health insurance and other insurance once all available leave has been exhausted.

9.3 Personal Leave: four (4) paid days per year may be granted by the Superintendent to conduct personal, legal, business, household and family matters. All dates must be requested per school procedure, and must be submitted 24 hours prior to the requested date of absence, except in the case of an emergency. Personal time can be taken in 30 minute increments at a time. These days shall not accumulate from year to year and may not be used solely to extend a vacation or holiday period during the school year Any days not used by year-end by an ESP will be reimbursed to the ESP at the rate of \$50 per day in the last paycheck of the school year. Part-time ESP days will be prorated.

Before/after Vacations, Holidays, In-Service: Personal leave taken during the school year shall not be used during ESP in-service, the day before or the day after a vacation or holiday, except for verifiable emergencies or extenuating circumstances. In all cases, the request for this exception will be made by the employee in writing, and the approval is at the sole discretion of the Superintendent.

9.4 Bereavement Leave: Up to five (5) days per occurrence paid leave may be taken for each death in the immediate family or household. Up to three (3) days of paid leave may be taken for the death of other family or loved ones per occurrence, the days do not accumulate from year to year

A. **Immediate Family Definition:** Immediate family members are defined as an employee's spouse, domestic partner or civil union partner and their parents, stepparents, siblings, children, Stepchildren, foster children, wards, grandparents, or grandchild.

B. **Extension:** The superintendent may, at his/her sole discretion, extend bereavement leave.

9.5 Jury Duty: An ESP called for jury duty shall be excused from work as required by the Court. The School District may file a request with the court requesting that the ESP be excused from jury duty due to hardship on the District and students. Compensation will be at the ESP's regular daily rate.

9.6 Military Leave: The Board shall grant any ESP who is called to active duty in any of the Armed Forces of the United States and/or the annual National Guard training a leave of absence without pay and with right of return in accordance with applicable state and federal law.

9.7 Unpaid Leaves of Absence

9.7 A. Unpaid leaves of absence may be granted by the superintendent for the following reasons:

9.7 A. (1) Personal (health, family, travel, education).

9.7 A. (2) Other leaves of absence may be granted at the discretion of the superintendent.

9.7 B. Coverage: While on unpaid leave, an ESP may elect to continue coverage under the various insurance plans, if allowable under the terms of the policies, providing the ESP assumes the full cost of the total premiums (and all out of pocket costs) and forwards the total payment to the Business Office.

9.7 B. (2) Return: An ESP must notify the Superintendent no later than February 1st of the intent to return from the leave of absence. Upon return from such leave, the ESP shall be assigned to the same position (provided that this position has not been eliminated) or substantially equivalent position. An ESP on leave will be notified in writing of their assignment by May 15th. No step increment shall be awarded for this type of personal leave. All benefits to which an ESP was

entitled at the time such leave of absence commenced shall be restored to them upon return from such leave (provided they are still offered in the negotiated agreement).

9.7 C. Seniority: Any approved leave of absence shall not constitute a break in seniority.

9.7 D. Unapproved unpaid leave: An ESP who takes unapproved leave may be subject to disciplinary action.

9.8 FMLA: An ESP must notify the Office of the Superintendent of schools as soon as possible when they expect to be unable to perform the essential functions of their job for more than three (3) days. The Board shall comply with the requirements of the federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA). Any paid leave used for FMLA or VPFLA (paid or unpaid is the employee decision) will run concurrently. In the application of FMLA and/or VPFLA, the term “year” shall be defined as beginning on July 1 and ending on June 30.

9.9 Other Leaves: All other temporary leaves of absence shall be granted at the discretion of the Superintendent.

9.10 Holidays:

Full year/Full Time ESP: shall be granted fifteen (15) holidays. All dates must be requested per school procedure and supervisor approval. Consecutive use of holidays is limited to 3 days.

A. ESP who work in the same position and have a different number of hours during the school year and the summer will have holidays prorated based on the current hours worked on the week that the holiday falls.

B. **All other ESP** shall be paid for ten (10) holidays at their daily rate. Holidays for school year ESP will be determined by the school calendar as defined by the board.

9.11 Professional Leave: An ESP may request leave for Professional Development provided the days are approved in advance by the Administration. Days must be relevant to current assignment and contract. ESP’s will be paid at their hourly rate for attending these days.

9.12 Professional Development Coursework: The District will provide tuition equal to three (3) Vermont State University ‘in state’ undergraduate credits, per year, for courses approved by the Superintendent for a program of professional improvement related to the educational needs of the District. This does not limit the number of credits the Board will pay for providing the costs of said credits do not exceed these monetary limits. Prior written approval must be obtained from the Superintendent. Payment will be made upon receiving a bill from the College. In the event a course is not satisfactorily completed with a grade of B- or better, the ESP agrees to reimburse the District.

9.13 Professional Development Days (beyond contracted inservice days) shall be determined by the Administration. Administrators shall from time to time direct ESP's to participate in specific training. In addition, the ESP may request a specific professional development day, approval of which shall be at the discretion of the Administrator.

9.14 In Service opportunities will be posted in all buildings.

9.15 Workshops: The Superintendent will consider requests to provide up to \$250 per ESP, per year towards workshops approved by his/her Supervisor.

9.16 Additional Professional Growth

A. **Cultivating Teachers Grant (CTG):** ESP with an interest in becoming a teacher may apply for a CTG. If accepted into the program, the ESP will be provided tuition money in excess of amounts described above, to obtain the coursework and credits necessary for teacher licensure. Once coursework is completed, the ESP must remain in Kingdom East as an employee for the number of years that it took to complete the coursework. If the ESP is hired as a teacher he/she must remain a teacher in the Kingdom East District for the number of years of the course work. Written policy, guidelines and a committee will be established to address the CTG. If an ESP participates in this program and leaves the district prior to the number of years of coursework, the ESP must pay the District back monies that were expended for coursework.

B. **Cultivating Trade Certification Grant:** ESP with an interest in obtaining certification, associates degrees, or bachelor's degrees or specific licensure may apply for a CTCG. If accepted into the program, the ESP will be provided tuition money in excess of amounts described above, to obtain the course work and credits necessary for certification or licensure. Once coursework is completed, the ESP must remain in Kingdom East as an employee for the number of years that it took to complete the coursework. Written policy, guidelines and a committee will be established to address the CTCG. Examples might include journeyman's license as listed by the VT. Department of Labor as an electrician or plumber, or the Northern Vermont University construction management, director of facilities or office management degrees. If an ESP participates in this program and leaves the district prior to the number of years of coursework, the ESP must pay the District back monies that were expended for coursework.

9.17 Vacation: Full Year - Full-Time ESP's shall receive paid vacation as follows:

- A. Amount of Vacation Time
 - a. Five (5) days of vacation after completion of one (1) full year of employment.
 - b. Ten (10) days of vacation after completion of three (3) full years of

- employment.
 - c. Fifteen (15) days of vacation after completion of six (6) full years of employment.
 - d. Twenty (20) days of vacation after eleven (11) full years of employment.
- B. **Pre-approval:** Vacation time must be approved in advance by the Principal. Vacation time is non- cumulative. Notwithstanding the above, school administrative assistants who are not full year full time ESP's but work a minimum of fifteen (15) days in excess of the school year shall be entitled to five (5) days of vacation time after completion of three (3) full years of employment. This may be prorated for part-time ESP's.
- C. **Carry over:** Employees may accrue vacation time up to a maximum of double their annual allocation. Any unused vacation time in excess of double the annual allocation at the end of the contract year will be forfeited.

9.18 Full Year Part Time employees will have vacation days prorated: Years 1-3 will be prorated up to 5 days; 4+ years will be prorated up to 10 days.

ARTICLE X: EVALUATION, DISCIPLINE, DISCHARGE

10.1 Evaluations: Evaluations are conducted to provide the Administrator and the ESP an opportunity to discuss job duties, identify and correct weaknesses, encourage and recognize strengths, and discuss approaches for meeting the needs of the school, ESP job and students/families. It is understood that feedback and evaluation meeting's are part of the routine working relationship with ESP and supervisors.

- A. **Open Evaluations:** All evaluation of work performance will be conducted openly with full knowledge of the ESP according to a written Evaluation Plan. The Administration shall inform the ESP annually of both the Evaluation Plan and job descriptions. ESP's will be evaluated per performance review documents.
- B. **Ongoing Monitoring:** The Board and the Association recognize that evaluation of work performance is an ongoing process. Monitoring is ongoing throughout the school year in compliance with the performance review documents. The performance review documents will be made available electronically.
- C. **Basis:** Evaluations will be based on the ESP job description, job assignments, ESP handbook and specific ESP responsibilities. A written copy of each evaluation will be given to the ESP within 10 days of its completion. A post evaluation conference will happen between the administrator and ESP within 2 weeks after receiving the observation.

10.2 Probationary Period: All ESP new to the District will serve a probationary period of sixty (60) school days. During the probationary period, an ESP is an at will ESP. The probationary period will include the following conditions:

- A. **Orientation:** Two (2) paid mandatory orientation days with the Administration or designee at which time the ESP will be briefed on requirements of his/her assignments, as well as on the evaluation procedure that will be used by the Administration. An ESP may be terminated at any time during the initial sixty (60) day period and this action shall not be subject to a grievance.
- B. **Probationary Period:** The probationary period may be extended to include an additional sixty (60) school days if the ESP has received an evaluation by the administration which states that the ESP has not met the District's standards. For the purpose of this article, evaluation shall mean that the ESP has been observed at least once by the Administrator or designee and the Administrator or designee has tendered a document to the ESP which states the area(s) in which the ESP is deficient and ways to improve performance. The substance of this evaluation may not be subject to a grievance.

10.3 Rights of Appeal: Questions that arise as to conditions of employment or the interpretation of this Agreement or District Policies and which cannot be resolved by the ESP and Supervisor, or Administrator should be referred to the Superintendent. Should the issue still remain unresolved, the Superintendent shall refer the matter to the Board. No reprisals of any kind will be taken by the Board or Administration against any ESP for using the appeal process.

10.4 Personnel File: The Board agrees to establish only one (1) personnel file to be kept in the office of the superintendent. An ESP shall have the right to review the contents of one's personnel file, excluding confidential letters of reference. An ESP who believes that material should be removed, may request, in writing, for the removal, stating the reasons. The Superintendent shall consider all such requests. All decisions to or not to remove a document from an ESP's file shall be the discretion of the Superintendent and shall be final.

- A. **Files/Evaluations:** An ESP evaluation may only be placed in an ESP's file after the ESP has acknowledged receipt of the evaluation and has signed the evaluation verifying that the ESP has reviewed the document. A signature does not necessarily constitute agreement of the contents. The ESP may provide a written response prior to the written evaluation being placed in the ESP's personnel file.
- B. **Representation:** The ESP may have a representative of the Association present during a file review. The ESP may request a copy of ones file at own expense.
- C. **Adverse Material:** (6.2) No adverse material concerning an ESP's conduct, service, character, or personality will be placed in the personnel file without the ESP having an opportunity to review such material.

10.5 Complaints/Reprimands/Gross Misconduct: When any written complaint regarding an ESP is made to an Administrator, the complaint will be promptly investigated. If after an investigation, the District deems the complaint to have merit, a copy of the complaint will be provided to the ESP and the ESP will be given an opportunity to respond to and/or rebut the complaint. After rebuttal (if any), the complaint and its disposition will be placed in the ESP's personnel file. The ESP will be told who the complaining party is, unless the information is protected under confidentiality laws, and will be informed in writing and email of the outcome of the investigation.

If either process involves appearing before the Administrator, Supervisor, or the Board, the ESP will be given at least 24 hours notice prior to such meeting, except in the case of an emergency, and has the right to bring an Association representative to the meeting.

In the event of a charge of gross misconduct and, or while on duty the ESP commits any violation of the laws of the State of Vermont or any other government entity, the Superintendent may remove the ESP from work, with pay, prior to any meeting that has been scheduled. ESP discharged for actions under this section, will forfeit any accumulated leave that they would otherwise have been entitled to.

10.6 Just Cause: With the exceptions of Layoff and Reduction in Force sections of this Agreement, and probationary or temporary employees, no ESP shall be disciplined, reduced in rank or compensation, or dismissed without just cause.

ARTICLE XI: SALARY, PAYROLL, COMPENSATION

11.1 Placement on Schedule

- A. **Current ESP** will be placed on the salary schedule in the column related to their position.
- B. **Upon hire**, ESP will receive one year of experience toward step for every year of experience in their field.
- C. **Each subsequent year** the ESPs will move down the salary schedule one step unless the ESP receives education and training, which would also allow for column moves.
- D. Each year, no later than November 15, a seniority list will be provided to the Association with all ESP employees, years of experience and education.

- E. **Offstep:** Employees who move beyond the last step in their salary schedule column will be referred to as “offstep.” Those employees will receive an ‘offstep’ increase annually as follows:

Custodians, Administrative Assistants, IA, IIA, SLPA, LNA

FY26 \$0.84

FY27 \$0.85

FY28 \$0.90

- F. **New hires** will be placed on the salary schedule on the same step as other ESP with the same education and experience. No new hires will be placed above a current ESP with an equal level of experience and education.
- G. **College Education/Credits:** Credits for salary schedule changes will be based upon credits earned at an accredited college or university. An ESP must complete sixty (60) college credits to request a salary schedule change.
- H. **Other:** Credits earned for other courses, workshops and educational activities that are related to an ESP’s area of employment may be approved at the rate of 15 hours of education for one college equivalent credit. If an ESP would like to seek credits for workshops, they must provide aggregate hours documentation and submit a request to the Superintendent. Approval is at the discretion of the Superintendent.
- I. Any requests for salary schedule movement based on courses must be received in the Superintendent’s office by August 25.
- J. **Temporary Positions:** If an ESP in the Instructional Assistant category is needed to complete the duties of and ESP in the Intensive Individual Assistant category for more than 50% of the work day (as defined by the total ESP work hours in the day), the Instructional Assistant will temporarily be assigned to the Intensive Individual Assistant job category for the days they fulfill this role, and shall be compensated at the rate of the Intensive Individual Assistant for all hours worked.

11.2 Pay Period: ESP’s shall be compensated on an hourly basis and paid bi-weekly per the published payroll schedule. An ESP leaving the system shall receive final paycheck(s) in one lump sum on the last designated payday.

11.3 Substitute: On infrequent occasions, when there is a shortage of available substitute teachers, ESPs may be required to perform the duties of a substitute teacher. An employee who serves as a substitute classroom teacher shall receive their regular straight-time wage plus five dollars (\$5.00) per hour. Employees substituting for other positions or who take on additional duties that fall outside their typical duties may be approved for additional compensation in consultation with Administration. Should the ESP indicate a reluctance to substitute, the Board will make a reasonable effort to find another substitute. In instances where no other substitute is reasonably available, the Administration maintains the right to assign the work to the ESP.

11.4 Mileage: Mileage shall be paid for the use of the ESP's personal vehicle for travel related responsibilities of the ESP. All mileage reimbursement requests must receive prior approval of the administrator and shall be reimbursed at the current IRS rate. In order to receive reimbursement ESP must complete the correct mileage reimbursement form and submit it within the appropriate fiscal year.

11.5 Payroll Deductions: The District agrees to deduct from an ESP's salary any payments to any employer approved 403(b) annuities and up to three (3) deposits to banking institutions. An ESP shall not be limited in the number of times annually that the ESP may reasonably choose to adjust or alter those payments, subject, however, to the capabilities of the Board's payroll system and applicable policy and regulations.

11.6 Association Dues: Any ESP who elects to join the Kingdom East Education Association, Vermont NEA, and the National Education Association may sign and deliver to the Board annually on or before October 1, an assignment authorizing payroll deductions in substantially equal installments for such dues. The Board agrees to deduct from the salaries of its ESP's dues for the Association, Vermont-NEA, and NEA, as said ESP individually and voluntarily authorizes the Board to deduct. Membership and dues deductions shall be continuous from year to year unless the ESP so notifies the Board and the Association prior to September 1 of the year the membership is to be terminated. Pursuant to such authorization, and when the information is received by the Board in time, the Board will deduct membership dues in substantially equal installments over a nine (9) month or twelve (12) month period (depending on whether an ESP is a full year or school year employee) beginning with the first paycheck in October or the first paycheck following a new member's enrollment in the Association. The Association will report to the District its annual dues. The District will transmit the monies deducted, and a record of the deductions, quarterly to the treasurer of the Association.

11.7 Insurance The District agrees to deduct from ESPs' salaries the ESPs' insurance premium share in equal installments, whenever possible.

11.8 Retirement: All ESP's shall participate in the Vermont Municipal Retirement System in accordance with its rules and regulations.

- A. A \$750 retirement bonus will be paid if an ESP has been employed for the district for 10 years, if the board is notified in writing not later than December 15 of the preceding year of the retirement.

ARTICLE XII: INSURANCE/BENEFITS

12.1 Disability Insurance Plan. The Board will provide a "Long-Term Disability Insurance Plan (LTD)." Approval is determined by the LTD carrier. If approved, this benefit takes effect in the event an ESP is disabled for more than ninety (90) consecutive calendar days.

12.2 Unless otherwise provided by state or federal law, once an ESP has been receiving long-term disability benefits pursuant to this Article for a period of eighteen (18) consecutive months or at the end of the school year (August 22 - June 20) whichever is greater, said ESP shall no longer be considered an employee of the District. Concurrent with a ESP's approved statutory leave (W/C, FMLA and/or VPFLA), the board will follow state / federal law. If the employee is terminated as provided under this provision (9.6), the employee will have the ability to exercise his/her right under current COBRA law.

12.3 The Board agrees to provide insurance coverage for each eligible employee (as defined herein) subject to the rules, regulations and eligibility requirements of the individual insurance carrier unless such eligibility requirements are modified by the terms of this Agreement. The Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such a claim; further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage terms. The Board is not responsible for any revisions or amendments to the insurance plans made by the carrier.

12.4 Health Insurance Plans: The VEHI health plans fall under the statewide bargaining agreement. KESD health insurance benefits are subject to change should the statewide bargaining agreement change within a multi-year district agreement.

The premium share shall be based on provisions set forth by statewide health insurance bargaining.

12.5 Buyout: A payment in lieu of health benefits in the amount of \$1,000.00 (single), \$2,000.00 (Parent/Child(ren) and 2-Person), and \$3,000.00 (Family) will be paid in two installments to any ESP who is eligible to receive, and elects not to participate in, the group health insurance plan and provides proof of insurance coverage through another source (other than Medicaid). This benefit applies to employees as per the statewide bargaining agreement.

- A. An employee is not eligible for this employer payment if their Domestic Partner is enrolled in a group health insurance plan within the Kingdom East Unit.
- B. The employer payment will be prorated for less than a full year of participation in the health plan or less than a full-time equivalent. This payment is for the fiscal year running July 1st to June 30th and shall be paid in two payments – the first payrolls in December and June of each year.

12.6 Dental Insurance: The Board shall provide and pay 100% of the premium cost of the VEHI Dental Plan (subject to availability) for a single membership for each ESP. The ESP may purchase two-person or family coverage and pay the additional cost. Premiums will be deducted in 20 pays for school year employees and 22 pays for full year employees.

ARTICLE XIII: GENERAL PROVISIONS

General Work Conditions

13.1 Hepatitis B immunizations shall be made available to all ESP's at no cost to the ESP. ESP's shall submit a claim to their insurance and if denied, the District will pay the cost.

13.2 Safety: No ESP is required to undertake work which presents a reasonably foreseeable threat to his or her health or safety. The Board shall assure that the work environment complies with all state and federal safety requirements.

13.3 Transporting Students: ESP's will not be required to transport students in their personal vehicles.

13.4 Communication: ESP working with students shall have appropriate access to educational information and records that are required for job performance. This may include goals, strategies and methods used in the regular or special education classroom, or individualized for students. The ESP may be asked to participate in review of the student's progress.

13.5 Printing: Within one month following ratification of the Agreement by both parties, a printed copy of the Agreement shall be made available and given to the President of the Association. Printed copies shall be distributed to all ESP's currently employed, at the expense of the Board. Subsequently, the Board shall give one copy to each new ESP before said ESP signs an individual contract. Within five days of ratification by both parties, the agreement shall be posted on the District website.

13.6 Formal Notice Delivery: Any formal notice to be given by one party to the other under this Agreement will be given by registered/certified mail or hand delivered, as well as email. If given by the Board, said notice will be sent to the Building Representative of the Association and if by the Association, said notice will be sent to the Superintendent of Schools. Either party, by written notice to the other, may change the address at which future notices shall be delivered.

13.7 Time Deadlines: Unless otherwise specifically provided in this Agreement, all time deadlines provided in this Agreement shall consist of school days from the first student day to the last student day of each school year. During that portion of the year outside of this timeframe, days shall be weekdays, exclusive of legal holidays.

13.8 Nothing contained herein shall be construed to deny or restrict to any ESP such rights under Vermont State School Laws or other applicable laws and regulations. The rights granted to ESP(s) hereunder shall be deemed to be in addition to those provided elsewhere.

Appendix A: Salary Schedule

New hires are placed on the salary schedule based on years of experience working in a similar position, and level of education. In no cases will a new hire be placed in a higher paying position that someone currently employed -- who has the same number of years of experience and education.

Each year the Superintendent will provide for the ESP a list of current employees, years of experience, education and step on the salary schedule, along with new hires, years of experience and step on the salary schedule. Each year ESP's will move down the salary schedule one step (with a ratified agreement) unless ESP receive education and training, which would allow for additional column movement.

Step Placement:

Education

- **HQ:** placement for someone with a high school diploma who has successfully completed the parapro assessment.
- **Associates or HS +60:** for someone with a high school diploma who has successfully completed 60 additional credits, or who has an associate's degree.
- **Bachelors:** for someone with a bachelor's degree

Column Placement:

Salary Schedule column placement is based on the defined job category. All ESP will be placed on the salary schedule corresponding with their current rate of pay, and their job category.

Job Categories

Instructional Assistant (IA): Instructional Assistants are employed by the district and work with special education personnel, teachers, or in a community-based program that extends the educational experience of students under the guidance of a teacher (as defined by Title 16, Section 1981 (5), Vermont Statutes Annotated.) Duties and responsibilities are defined below and by a job description.

- A. The instructional assistant provides assistance in classrooms and school-based learning environments for small groups, large groups or occasionally individuals.

Intensive Individual Assistant (IIA): for at least 50% of ESP's work day, ESP works one-on-one with a student(s) providing one-on-one support for the student related to intensive needs such as intensive therapeutic, social-emotional, self care and LNA based interventions for students receiving services through IEP goals.

Administrative Assistant: is defined as a person employed by the District to undertake office and clerical work under the guidance and supervision of an office manager or administrator (as defined by Title 16, Section 1981 (1), Vermont Statutes Annotated.) Duties and responsibilities are outlined by a job description.

Speech/Language Assistant (SLPA): For 100% the work day, SLPA works under the strict guidelines of speech/language therapy through the direction of the licensed Speech/Language Pathologist. SLPA provides clinical interventions that provide language skills designed to increase students' abilities to express and receive language necessary to access the general learning environment.

Custodian is defined as a person employed by the District to undertake cleaning, facility and grounds upkeep and routine maintenance work under the guidance and supervision of a facilities manager or administrator (as defined by Title 16, Section 1981 (1), Vermont Statutes Annotated.) Duties and responsibilities are outlined by a job description.

Class I: Custodian performs routine cleaning and custodial work.

Class II: Custodian performs routine cleaning and custodial work and has certification and/or documented training in at least 15 hours each in two (2) relevant work areas (carpentry, plumbing, HVAC, etc.)

Class III: Custodian performs routine cleaning and custodial work and has certification and /or document training in at least 15 hours of four (4) relevant work areas (carpentry, plumbing, HVAC etc.)

Inclusion Specialist: is defined as an employee of the district who supports school teams and/or programming by analyzing student behavior and providing interventions and supports under the supervision of an administrator (as defined by Title 16, Section 1981 (1), Vermont Statutes Annotated.) Duties and responsibilities under various levels are outlined by a job description.

School to Home Coordinator: is defined as an employee who is highly integrated into the functioning of the school. The SHC functions similarly to a school counselor or social worker. A primary responsibility of the SHC is to collaborate with teachers, administrators, families, students and community organizations under the supervision of an administrator (as defined by Title 16, Section 1981 (1), Vermont Statutes Annotated.) Duties and responsibilities are outlined by a job description.

LNA: for at least 50% of ESP's work day, ESP works one-on-one with a student providing one-on-one support who is receiving services through IEP goals by removing and modifying health-related barriers, including but not limited to, feeding, bathing, dressing, grooming, and toileting.

Administrative Assistant FY26				Administrative Assistant FY27			
Base	\$18.45			Base	\$19.28		
	HS	AA or HS +60	BA		HS	AA or HS +60	BA
A	\$18.45	\$18.99	\$19.54	A	\$19.28	\$19.84	\$20.41
B	\$18.99	\$19.54	\$20.11	B	\$19.84	\$20.41	\$21.01
C	\$19.54	\$20.11	\$20.69	C	\$20.41	\$21.01	\$21.62
D	\$20.11	\$20.69	\$21.29	D	\$21.01	\$21.62	\$22.24
E	\$20.69	\$21.29	\$21.91	E	\$21.62	\$22.24	\$22.89
F	\$21.29	\$21.91	\$22.54	F	\$22.24	\$22.89	\$23.55
G	\$21.91	\$22.54	\$23.20	G	\$22.89	\$23.55	\$24.23
H	\$22.54	\$23.20	\$23.87	H	\$23.55	\$24.23	\$24.94
I	\$23.20	\$23.87	\$24.56	I	\$24.23	\$24.94	\$25.66
J	\$23.87	\$24.56	\$25.27	J	\$24.94	\$25.66	\$26.40

Administrative Assistant FY28			
Base	\$20.15		
	HS	AA or HS +60	BA
A	\$20.15	\$20.73	\$21.33
B	\$20.73	\$21.33	\$21.95
C	\$21.33	\$21.95	\$22.59
D	\$21.95	\$22.59	\$23.24
E	\$22.59	\$23.24	\$23.92
F	\$23.24	\$23.92	\$24.61
G	\$23.92	\$24.61	\$25.32
H	\$24.61	\$25.32	\$26.06
I	\$25.32	\$26.06	\$26.81
J	\$26.06	\$26.81	\$27.59

Custodian FY26				Custodian FY27			
Base	\$17.21			Base	\$18.50		
	Class I	Class II	Class III		Class I	Class II	Class III
A	\$17.21	\$17.71	\$18.22	A	\$18.50	\$19.04	\$19.59
B	\$17.71	\$18.22	\$18.75	B	\$19.04	\$19.59	\$20.16
C	\$18.22	\$18.75	\$19.29	C	\$19.59	\$20.16	\$20.74
D	\$18.75	\$19.29	\$19.85	D	\$20.16	\$20.74	\$21.34
E	\$19.29	\$19.85	\$20.43	E	\$20.74	\$21.34	\$21.96
F	\$19.85	\$20.43	\$21.02	F	\$21.34	\$21.96	\$22.60
G	\$20.43	\$21.02	\$21.63	G	\$21.96	\$22.60	\$23.25
H	\$21.02	\$21.63	\$22.26	H	\$22.60	\$23.25	\$23.93
I	\$21.63	\$22.26	\$22.90	I	\$23.25	\$23.93	\$24.62
J	\$22.26	\$22.90	\$23.57	J	\$23.93	\$24.62	\$25.34

Custodian FY28			
Base	\$19.50		
	Class I	Class II	Class III
A	\$19.50	\$20.07	\$20.65
B	\$20.07	\$20.65	\$21.25
C	\$20.65	\$21.25	\$21.86
D	\$21.25	\$21.86	\$22.50
E	\$21.86	\$22.50	\$23.15
F	\$22.50	\$23.15	\$23.82
G	\$23.15	\$23.82	\$24.51
H	\$23.82	\$24.51	\$25.22
I	\$24.51	\$25.22	\$25.95
J	\$25.22	\$25.95	\$26.71

Instructional Assistant FY26				Instructional Assistant FY27			
Base \$17.21				Base \$18.50			
	HS & ParaPro	AA or HS +60	BA		HS & ParaPro	AA or HS +60	BA
A	\$17.21	\$17.71	\$18.22	A	\$18.50	\$19.04	\$19.59
B	\$17.71	\$18.22	\$18.75	B	\$19.04	\$19.59	\$20.16
C	\$18.22	\$18.75	\$19.29	C	\$19.59	\$20.16	\$20.74
D	\$18.75	\$19.29	\$19.85	D	\$20.16	\$20.74	\$21.34
E	\$19.29	\$19.85	\$20.43	E	\$20.74	\$21.34	\$21.96
F	\$19.85	\$20.43	\$21.02	F	\$21.34	\$21.96	\$22.60
G	\$20.43	\$21.02	\$21.63	G	\$21.96	\$22.60	\$23.25
H	\$21.02	\$21.63	\$22.26	H	\$22.60	\$23.25	\$23.93
I	\$21.63	\$22.26	\$22.90	I	\$23.25	\$23.93	\$24.62
J	\$22.26	\$22.90	\$23.57	J	\$23.93	\$24.62	\$25.34

Instructional Assistant FY28			
Base \$19.50			
	HS & ParaPro	AA or HS +60	BA
A	\$19.50	\$20.07	\$20.65
B	\$20.07	\$20.65	\$21.25
C	\$20.65	\$21.25	\$21.86
D	\$21.25	\$21.86	\$22.50
E	\$21.86	\$22.50	\$23.15
F	\$22.50	\$23.15	\$23.82
G	\$23.15	\$23.82	\$24.51
H	\$23.82	\$24.51	\$25.22
I	\$24.51	\$25.22	\$25.95
J	\$25.22	\$25.95	\$26.71

*LNA-IIA			
Base \$21.25			
	FY26	FY27	FY28
A	\$21.45	\$22.35	\$23.29
B	\$22.03	\$22.95	\$23.92
C	\$22.61	\$23.56	\$24.55
D	\$23.19	\$24.16	\$25.19
E	\$23.76	\$24.77	\$25.82
F	\$24.34	\$25.37	\$26.45
G	\$24.92	\$25.98	\$27.08
H	\$25.50	\$26.58	\$27.71
I	\$26.08	\$27.19	\$28.35
J	\$26.66	\$27.79	\$28.98

Individual Intensive Assistant					SLPA FY26			
	FY26	FY27	FY28		Base	\$19.41		
Base	\$19.95	\$20.85	\$21.79			HS	AA or HS +60	BA
A	\$19.95	\$20.85	\$21.79		A	\$19.41	\$19.97	\$20.55
B	\$20.53	\$21.45	\$22.42		B	\$19.97	\$20.55	\$21.15
C	\$21.12	\$22.07	\$23.07		C	\$20.55	\$21.15	\$21.76
D	\$21.74	\$22.71	\$23.74		D	\$21.15	\$21.76	\$22.39
E	\$22.37	\$23.37	\$24.43		E	\$21.76	\$22.39	\$23.04
F	\$23.01	\$24.05	\$25.14		F	\$22.39	\$23.04	\$23.71
G	\$23.68	\$24.75	\$25.87		G	\$23.04	\$23.71	\$24.39
H	\$24.37	\$25.47	\$26.62		H	\$23.71	\$24.39	\$25.10
I	\$25.08	\$26.20	\$27.39		I	\$24.39	\$25.10	\$25.83
J	\$25.80	\$26.96	\$28.18		J	\$25.10	\$25.83	\$26.58

SLPA FY27				SLPA FY28			
Base \$20.28				Base \$21.19			
HS	AA or HS +60	BA		HS	AA or HS +60	BA	
A	\$20.28	\$20.87	\$21.48	A	\$21.19	\$21.81	\$22.44
B	\$20.87	\$21.48	\$22.10	B	\$21.81	\$22.44	\$23.09
C	\$21.48	\$22.10	\$22.74	C	\$22.44	\$23.09	\$23.76
D	\$22.10	\$22.74	\$23.40	D	\$23.09	\$23.76	\$24.45
E	\$22.74	\$23.40	\$24.08	E	\$23.76	\$24.45	\$25.16
F	\$23.40	\$24.08	\$24.78	F	\$24.45	\$25.16	\$25.89
G	\$24.08	\$24.78	\$25.50	G	\$25.16	\$25.89	\$26.64
H	\$24.78	\$25.50	\$26.23	H	\$25.89	\$26.64	\$27.41
I	\$25.50	\$26.23	\$27.00	I	\$26.64	\$27.41	\$28.21
J	\$26.23	\$27.00	\$27.78	J	\$27.41	\$28.21	\$29.02

*School to Home Coordinator FY26					*School to Home Coordinator FY27				
Base \$42,000					Base \$43,500				
	HS+30	AA or HS +60	BA	MA		HS	AA or HS +60	BA	MA
A	\$42,000	\$43,260	\$45,780	\$48,300	A	\$43,500	\$44,805	\$47,415	\$50,025
B	\$43,260	\$44,520	\$47,040	\$49,560	B	\$44,805	\$46,110	\$48,720	\$51,330
C	\$44,520	\$45,780	\$48,300	\$50,820	C	\$46,110	\$47,415	\$50,025	\$52,635
D	\$45,780	\$47,040	\$49,560	\$52,080	D	\$47,415	\$48,720	\$51,330	\$53,940
E	\$47,040	\$48,300	\$50,820	\$53,340	E	\$48,720	\$50,025	\$52,635	\$55,245
F	\$48,300	\$49,560	\$52,080	\$54,600	F	\$50,025	\$51,330	\$53,940	\$56,550
G	\$49,560	\$50,820	\$53,340	\$55,860	G	\$51,330	\$52,635	\$55,245	\$57,855
H	\$50,820	\$52,080	\$54,600	\$57,120	H	\$52,635	\$53,940	\$56,550	\$59,160
I	\$52,080	\$53,340	\$55,860	\$58,380	I	\$53,940	\$55,245	\$57,855	\$60,465
J	\$53,340	\$54,600	\$57,120	\$59,640	J	\$55,245	\$56,550	\$59,160	\$61,770
Offstep: 3.75%					Offstep: 3.5%				

*School to Home Coordinator FY28				
Base \$45,000				
	HS+30	AA or HS +60	BA	MA
A	\$45,000	\$46,350	\$49,050	\$51,750
B	\$46,350	\$47,700	\$50,400	\$53,100
C	\$47,700	\$49,050	\$51,750	\$54,450
D	\$49,050	\$50,400	\$53,100	\$55,800
E	\$50,400	\$51,750	\$54,450	\$57,150
F	\$51,750	\$53,100	\$55,800	\$58,500
G	\$53,100	\$54,450	\$57,150	\$59,850
H	\$54,450	\$55,800	\$58,500	\$61,200
I	\$55,800	\$57,150	\$59,850	\$62,550
J	\$57,150	\$58,500	\$61,200	\$63,900
Offstep: 3%				

*Inclusion Specialist FY26				*Inclusion Specialist FY27			
Base \$21.00				Base \$22.00			
	Level 3	Level 2	Level 1		Level 3	Level 2	Level 1
A	\$21.00	\$21.61	\$22.22	A	\$22.00	\$22.64	\$23.28
B	\$21.61	\$22.22	\$22.83	B	\$22.64	\$23.28	\$23.91
C	\$22.22	\$22.83	\$23.44	C	\$23.28	\$23.91	\$24.55
D	\$22.83	\$23.44	\$24.05	D	\$23.91	\$24.55	\$25.19
E	\$23.44	\$24.05	\$24.65	E	\$24.55	\$25.19	\$25.83
F	\$24.05	\$24.65	\$25.26	F	\$25.19	\$25.83	\$26.47
G	\$24.65	\$25.26	\$25.87	G	\$25.83	\$26.47	\$27.10
H	\$25.26	\$25.87	\$26.48	H	\$26.47	\$27.10	\$27.74
I	\$25.87	\$26.48	\$27.09	I	\$27.10	\$27.74	\$28.38
J	\$26.48	\$27.09	\$27.70	J	\$27.74	\$28.38	\$29.02
Offstep: 4.25%				Offstep: 3.5%			

*Inclusion Specialist FY28			
Base \$23.00			
	Level 3	Level 2	Level 1
A	\$23.00	\$23.67	\$24.33
B	\$23.67	\$24.33	\$25.00
C	\$24.33	\$25.00	\$25.67
D	\$25.00	\$25.67	\$26.34
E	\$25.67	\$26.34	\$27.00
F	\$26.34	\$27.00	\$27.67
G	\$27.00	\$27.67	\$28.34
H	\$27.67	\$28.34	\$29.00
I	\$28.34	\$29.00	\$29.67
J	\$29.00	\$29.67	\$30.34
Offstep: 3%			

IN WITNESS WHEREOF, the parties affix their signatures to this document
certifying it for ratification by the Kingdom East School Board and CNEA

Kingdom East School District Negotiation Chair

By: *Alyssa May* Date: 07/14/2025
Alyssa May (JUL 14, 2025 16:30 EDT)
Alyssa May

KEEA Negotiating Chair

By: *Chrissy Park* Date: 07/14/2025
Chrissy Park

Ratified By Union: 06/19/2025

Ratified By Board: 06/26/2025

*Edited to include salary schedules for LNA, School to Home Coordinator and
Inclusion Specialist October 11, 2025

CPark, Union *Chrissy Park* Date: Dec 9, 2025
AMay, School Board *Alyssa May* Date: Nov 28, 2025
Alyssa May (NOV 28, 2025 19:05:27 EST)











ESP Negotiated Agreement-7_25-6_28 UPDATED

Final Audit Report

2025-12-09

Created:	2025-11-25
By:	Erin Rossetti (erossetti@kingdomeast.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_owVYjOG7dgFYKDNb2VIUGS7hQD1uP6Y

"ESP Negotiated Agreement-7_25-6_28 UPDATED" History

-  Document created by Erin Rossetti (erossetti@kingdomeast.org)
2025-11-25 - 3:39:05 PM GMT
-  Document emailed to amay@kingdomeast.org for signature
2025-11-25 - 3:40:52 PM GMT
-  Email viewed by amay@kingdomeast.org
2025-11-29 - 0:04:18 AM GMT
-  Signer amay@kingdomeast.org entered name at signing as Alyssa May
2025-11-29 - 0:05:25 AM GMT
-  Document e-signed by Alyssa May (amay@kingdomeast.org)
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