



Champlain Valley SCHOOL DISTRICT

UNION SUPPORT STAFF CONTRACT

BETWEEN THE
CHAMPLAIN VALLEY SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS

AND THE
CHAMPLAIN VALLEY EDUCATION ASSOCIATION

2020-2021 SCHOOL YEAR



The CVSD mission is to develop citizens who

LEARN

actively and collaboratively

THINK

creatively and critically

LIVE

responsibly and respectfully

CONTRIBUTE

positively to their community

PURSUE EXCELLENCE

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PREAMBLE

In order to effect the provisions of Title 21, Chapter 22, of Vermont Statutes Annotated, and to encourage effective relationships between the parties, this Agreement is entered into between the Board of School Directors of the Champlain Valley School District (hereinafter to be known as the "Board"), and the Champlain Valley Education Association, (hereinafter to be known as the "Association").

1. RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive bargaining representative with respect to wages, hours, and conditions of employment for a unit of all non-certified positions, support staff, including but not limited to paraeducators (library, non-intensive, intensive and specialists), teacher assistants, permanent building substitutes, clerical personnel, custodians, cafeteria staff, software technicians assistants, teaching and program assistants, house secretaries, clerical pool, media/technology assistants, bus drivers but excluding all supervisory, confidential, professional, temporary, non-permanent status, seasonal, administration office staff including but not limited to bookkeeper(s), administrative assistant to principals, administrative assistants to directors of special education, central office staff and technology system personnel.
- 1.2 Unless otherwise indicated, persons employed in the above unit will be referred to as "employee", "employees" or "members of the bargaining unit."

2. DEFINITIONS

- 2.1 **Full-time employee** - The term "full-time employee" as used in this Agreement shall refer to any employee hired by the Board to regularly work thirty (30) hours or more per week.
- 2.2 **Part-time employee** - The term "part-time employee" as used in this Agreement shall refer to any employee hired by the Board to regularly work seventeen and a half (17.5) hours or more per week but not more than thirty (30), and who does not otherwise meet the definition of a "full-time employee."
- 2.3 **Full-year employees** - The term "full-year employee" as used in this Agreement shall refer to any employee who is hired by the Board to regularly work fifty two (52) weeks a year. Full-year employees may be either full-time or part-time as herein defined.
- 2.4 **School-year employees** - The term "school-year employee" as used in this Agreement shall refer to an employee who is hired by the Board to regularly work days students are in attendance and some in-service, training and/or orientation days. The total number of work days for a school-year employee shall be no more than 200 days, exclusive of non-student work days and holidays. A reasonable number of days before and/or after school is in session may be assigned to such employees at their normal wage rates. School-year employees may be either full-time or part-time as herein defined.
- 2.5 **Extended-year employees** – The term “extended-year employee” as used in this Agreement shall refer to any employee other than a temporary, full-year, or school-year employee, who is hired by the Board to regularly work at least 201 days a year but not more than 230 days per year, exclusive of non-student work days, paid vacation and holidays. Employees in this category shall receive all of the same benefits as school-year employees, except paid vacation leave benefits. Extended-year employees shall have vacation days paid as outlined in Article 35.2.
- 2.6 **Temporary employees** – The term “temporary employee” as used in this Agreement shall refer to any employee hired by the Board to work less than 17.5 hours per week or on a temporary basis. Said employees will not be covered by this agreement.

3. BOARD RIGHTS

- 3.1 In recognition of the fact that the laws of the state of Vermont vest responsibility in the Board for the quality of education in and the efficient and economical operation of the Champlain Valley School District (the "District"), except as specifically and directly modified by expressed 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.
- 3.2 By way of example, management rights include, but shall not be limited to, the sole discretion and authority to:
- a. Establish the curricula, methodology, and standard for teaching;
 - b. organize, enlarge, or reduce or discontinue a function, position or department;
 - c. introduce new technology, tools, equipment or labor-saving devices;
 - d. classify and reclassify employees;
 - e. determine the manner, means, methods, processes, material and equipment by which all services and operations provided by the school district and by which all educational missions and goals of the school district will be carried out;
 - f. subcontract;
 - g. plan, direct, schedule, assign, transfer and control work assignments and duties;
 - h. establish evaluation criteria and processes;
 - i. establish and modify the schedules for and length of the work year, school-year and work day of employees;
 - j. establish and modify payroll schedules and methods for recording employee attendance and punctuality;
 - k. create, revise and eliminate positions;
 - l. establish, modify, implement, and enforce District policies and procedures, and personnel rules and regulations not in conflict with the terms of this Agreement;
 - m. to take such other action as it deems necessary to maintain the efficiency of the District's operations.
- 3.3 The Board's exercise of any management right or function in a particular manner will not preclude the Board from exercising same in any other manner, which does not expressly violate a specific provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed a waiver of its rights to exercise same.
- 3.4 It is understood that the Board may carry out its functions and responsibilities through the Superintendent and his/her staff as well as other managers, supervisors, and principals.

4. RIGHTS OF THE SUPPORT STAFF

- 4.1 The Board agrees that each support staff unit member shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. It is further agreed that each employee shall have the right not to join or support this or any other Association if he or she desires. It is further agreed that neither the Board nor the Association shall discriminate against any employee with respect to salary, economic conditions of employment, or professional standing by reason of membership or non-membership in the Association or its affiliates, nor for participation in any of the lawful activities of the Association. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may now have under Vermont State school laws or other applicable laws and regulations. The rights granted to employees herein shall be deemed to be in addition to those provided by law.

5. RIGHTS OF THE ASSOCIATION

- 5.1 The Association shall have the right to use such facilities and equipment as are normally located for employee use within the school, as well as school audio-visual equipment at reasonable times and upon prior request to the Principal or his or her designee, provided that such use does not interfere with the teaching of pupils or interrupt normal school activities and operations. Any cost of repairs beyond ordinary maintenance resulting from the use of such equipment, and the cost of materials, shall be paid by the Association.
- 5.2 Members or representatives of the Association shall be permitted to transact official business of the Association on school property or in regular school hours provided that this does not interfere with any assigned duties or interrupt school programs and operations.
- 5.3 The Association shall have the right to use the staff room for the posting of its activities and matters of Association concern, provided that no matter shall be placed in the staff room, which is derogatory of any individual or detrimental to the best interest of the school district. The Association may use the employees' mailboxes and school email for communications to employees provided that the above-mentioned safeguards are observed.
- 5.4 The Board agrees to deduct from the salaries of its employees dues for the Champlain Valley Education Association, the Vermont Education Association, and the National Education Association.
 - A. Association dues deductions for those who individually and voluntarily authorize such deductions, shall be made in consecutive installments, each pay period, and shall continue from year to year without submission of new authorizations, except in cases where an employee notifies the Board to terminate deduction by 15 August of the contract year, in which case the employee shall be subject to the provisions of Section 5.4c below. Monies, together with records of any corrections, shall be transmitted to the Treasurer of the Association at regular intervals.
 - B. The Association shall certify to the Board, in writing, the current rate of local, state, and national dues. In the event any Association changes the rate of its membership dues, the local association shall give the Board thirty (30) days notice prior to the effective date of said change.

6. PROCEDURE FOR NEGOTIATION OF A SUCCESSOR CONTRACT

- 6.1 The Association shall notify the Board of any intent to negotiate by October 15th of the terminal year of this contract. The Board and the Association will establish a negotiating schedule for the successor agreement which will assure that if fact finding is necessary, it will be completed and the fact finding report received by June 30 of the final year of the Agreement. By mutual agreement the parties may agree to extend this deadline. The Board and the Association will exchange proposals at the first meeting mutually agreed upon for such purposes. The Board and the Association will schedule such additional meetings as are necessary to discuss all matters properly to be negotiated for the subsequent contract.

- 6.2 During negotiations, the Committee of the Board and the Committee of the Association will present all data, exchange points of view, and make proposals and counter-proposals. Each party shall have the right in negotiations to act at all times by committee except where restricted or prohibited by law. Each party will provide the other, upon request, a written statement indicating the person or persons authorized to act with respect to all phases of negotiations. Either party may, if it so desires, utilize the services of outside consultants and call upon professional and legal representatives to assist in negotiations.

7. GRIEVANCE PROCEDURE

- 7.1 A grievance shall be any claim by the Association or an employee or employees that there has been a violation, misinterpretation or misapplication of the terms of this contract, or a violation of any established policy or practice, but no grievance which does not derive directly from an interpretation or application of the written provisions of this contract shall be admissible to arbitration.
- 7.2 Any aggrieved person or grievant shall be the person or persons instituting a grievance under this contract. All time limits contained in this grievance procedure shall consist of school days. After June 1st, the time limits for filing and processing grievances shall consist of all weekdays.
- 7.3 An Association representative may, at the option of the Association, be present at hearings or other proceedings relating to a grievance, which has been formally presented.
- 7.4 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the grievance informally with interested persons, or from having the grievance adjusted without intervention of the Association provided the adjustment is consistent with the terms of this contract. The grievant shall be entitled to be represented by a representative of the Association and/or by such other representative as he or she may choose, or to appear with the assistance of such representative at all hearings or other proceedings and at all steps of the formal grievance procedure herein provided for, except that at no time shall the grievant be represented by an administrative official of the school district.
- 7.5 No grievance shall be considered valid unless it is filed at the appropriate beginning step within twenty (20) days of the time the grievant had knowledge of the occurrence which gave rise to the grievance, and is pursued in accordance with the procedures specified in this contract. Failure by the grievant to adhere to the specified procedures within the stated time periods shall render the grievance null and void.
- 7.6 Failure by the Administration or School Board at any step to respond to a grievance within the stated time period shall permit the grievant to proceed to the next step. Time limits may be extended by mutual written agreement.
- 7.7 Except as otherwise provided in Step 4 below, a grievance shall at all times and throughout all steps of this procedure remain the exclusive property of the grievant, who shall retain the right to withdraw the grievance at any time or at any step of the grievance procedure.

7.8 Should informal procedures fail to resolve the grievance to the satisfaction of the grievant, then a formal filing of the grievance shall be made in accordance with the following steps.

Step One: The employee or the Association shall present the grievance in writing, specifying the matter being grieved and the redress sought, to the immediately involved Administrator, who will arrange for a meeting within seven (7) days after receipt of the grievance. The Association's representative, the grievant, the Administrator and the Administrator's representative, should he/she elect to have one shall be present for the meeting. The Administrator shall provide the aggrieved employee and the Association with a written answer to the grievance within seven (7) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step Two: If the grievance is not resolved at Step 1, then the grievant or the Association representing the grievant may refer the grievance to the Superintendent or his/her official designee within seven (7) days after the date of the Step 1 response. The Superintendent shall arrange for a meeting with the grievant and/or a representative of the Association's grievance committee to take place within ten (10) days of his or her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon completion of the hearing, the Superintendent will provide to the grievant and the Association, within seven (7) days, his/her written decision with respect to the grievance.

Step Three: If the grievance is not resolved at Step 2, then the grievant or the Association representing the grievant may refer the grievance to the Board within ten (10) days after the date of the Step 2 response. The Board or a Committee thereof shall arrange for a meeting with the grievant and/or representatives of the Association's grievance committee to take place within fifteen (15) days of receipt of the appeal. Upon conclusion of the hearing, the Board will provide to the grievant and the Association, within ten (10) days, a written decision with respect to the grievance.

Step Four: If the Association representing the grievant is not satisfied with the Step 3 decision, or if the time limits of Step 3 expire without the issuance of the Board's written decision, provided the grievance derives directly from an application or interpretation of a specific provision of this contract, then the Association may submit the grievance to final and binding arbitration, under the voluntary arbitration rules of the American Arbitration Association. Only the Association may take a grievance to arbitration. If a request for arbitration is not filed within twenty (20) days of the date required by the Board's reply at Step 3, then the grievance will be deemed to be withdrawn.

- 7.9 The selection of the arbitrator shall be determined by mutual agreement between the Board or its designated representative and the Association or its designated representative. Should the parties be unable to agree upon an arbitrator within ten (10) days from the request for arbitration, then an arbitrator shall be requested by the grievant within twenty (20) days from the request for arbitration from the American Arbitration Association under its rules for voluntary arbitration. If not so requested, the grievance shall be deemed to be withdrawn.
- 7.10 Nothing contained in this Article or Agreement shall prevent the parties from utilizing the arbitrator to mediate a settlement of the grievance. It is understood that any offers made by either party during the course of this conciliation process, shall in no way prejudice the parties' case, or be construed in any subsequent deliberation by the arbitrator.
- 7.11 The arbitrator shall have no power to add to, detract from, disregard, or alter the terms of this contract. However, it is agreed the arbitrator is empowered to fashion a remedy to make the grievant whole under the terms of the contract, including compensatory damages. Decisions of the arbitrator in matters of grievance shall be final. If a dispute arises as to the arbitrability of any grievance, the arbitrator shall first rule on the question of arbitrability and the arbitrator's decision shall be final and binding upon the parties.
- 7.12 Each party shall bear the full costs of its representation in arbitration. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties. Should either party request a transcript of the proceedings that party shall bear the full cost of such transcript. If both parties desire transcripts, then the cost of the two (2) transcripts will be divided equally between the parties.
- 7.13 The parties acknowledge the right of either party, if it so desires, to invite others to assist in the grievance process, including but not limited to Association Officers, Administrators, and other professional or legal representatives to assist in the grievance process. No employee shall be required to discuss any grievance if the Association's representative is not present.

- 7.14 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 the next step. Class grievances involving an administrator above the building level and grievances involving staff reduction may be filed by the Association at Step 2.
- 7.15 No reprisals of any kind may be taken by the Board, the school administration or the Association against any employee because of his/her participation or non-participation in this grievance procedure.
- 7.16 The Board, the administration and the Association will cooperate with one another in the investigation of any grievances.
- 7.17 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 7.18 No grievance will be processed or heard during assigned working hours without specific consent from the administration.
- 7.19 Under no circumstances shall a minor child be involved in the filing, processing, or hearing of any grievance unless prior written consent from a parent or legal guardian has been filed with the office of the Superintendent.
- 7.20 Forms for the filing of grievances and appeals shall be made available at Board expense.
- 7.21 Disputes related to civil rights shall be subject to arbitration or statutory adjudication. If an employee initiates either alternative then the employee must waive in writing the right to pursue the matter in the other forum.

8. EMPLOYEE EVALUATION, PERSONNEL FILES & COMPLAINTS

- 8.1 Employee evaluation shall be conducted openly and in a professionally responsible manner by appropriate personnel or individuals designated by the Superintendent or Principal. It is understood that employee evaluation is a continuous process throughout the work year; however, this shall not preclude the Board from taking appropriate action at any time pursuant to the provisions of this Agreement. All monitoring or observations of the performance of an employee will be conducted openly. The use of eavesdropping, public address or audio systems and similar surveillance devices is strictly prohibited. Any criteria and evaluative instruments used by the Administration in evaluating employees under this Article shall be made available to all employees no later than October 1 of each year, unless otherwise mutually agreed upon. Evaluations are not grievable, as long as the above criteria are followed. However, as outlined in Section 8.2, an employee may supply a written objection/explanation to be filed with the evaluation document to be included in the personnel file. An employee's signature on an evaluation shall signify receipt of the document, but not necessarily the employee's agreement with the document.
- 8.2 Personnel files for all employees shall be maintained under the following conditions:
- a. No adverse material dealing with an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he or she has read such material by signing the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed and does not necessarily indicate agreement with its content. Except incidents involving conduct unbecoming or other such serious event(s), an incident that has not been reduced to writing within ninety (90) days of its occurrence, exclusive of vacation periods, may not be added to the file, except as outlined below.
 - b. The employee will receive a copy of any material placed in his or her file.
 - c. The employee shall have the right to answer any material filed and the answer shall be attached to the related material.

- d. Upon request of the employee during normal office hours, he or she shall be permitted to reproduce any material in his or her file subject to the procedures established by the Superintendent.
- e. The Director of Human Resources will remove material from the personnel file when an employee's claim that it is inaccurate and/or unfair has been sustained.

8.3 The parties agree that supervisors and administrators may maintain working files for employee/personnel issues. The Parties further agree that notes and other materials contained in such files will be destroyed after the completion of the employee's most recent evaluation cycle, unless the administration deems it necessary to incorporate specific items for placement in the employee's personnel file. In such an event, the employee will be notified that the item is being placed in his/her personnel file, shall acknowledge receipt of notification, and will be provided an opportunity to respond. Any written response from an employee shall be included in the personnel file. In any instance, nothing contained in the working file will be used against an employee without a copy being provided to the employee and an opportunity for the employee to provide a written response.

8.4 Complaints

- a. Any formal complaint regarding an employee made to any member of the administration or the employee's supervisor by any parent, student or other person which is used in any manner in evaluating an employee shall be submitted in writing and signed by the complainant, or shall be reduced to writing by the administration and shall identify the complainant. Any complaint communicated by email shall comply with the intent of this article. Any such complaint shall be brought to the attention of the employee within three (3) business days, unless the complaint alleges criminal or other improper activities and premature notification to the employee could compromise a pending investigation.
- b. In the event the Administration decides to pursue an investigation, the employee must be notified within three (3) business days that an investigation has started, unless the complaint alleges criminal or other improper activities and premature notification to an employee could compromise a pending investigation. An employee may be temporarily relieved of his or her duties and placed on administrative leave, with full pay and benefits during any investigation, provided the Superintendent or designee concludes that such action is in the best interest of the District. In the event a complaint involved an allegation of misconduct which could result in a referral to an outside agency, the employee may request that the investigation be conducted by the office of the Superintendent, and such request shall not be unreasonably denied.

- c. Employees will be given the opportunity to respond to and/or rebut any complaints brought to their attention. In the event an investigation is conducted, said opportunity to respond shall occur prior to the conclusion of the investigation. An employee may request a prompt investigation if an investigation has not already been conducted; however, the Administration maintains the authority to decide whether an investigation is warranted in any case. Upon notice of the results of such an investigation, an employee may request a determination as to whether the complaint was accurate and fair and may file a grievance over any adverse action taken.

9. EMPLOYEE DISCIPLINE, TERMINATION & NONRENEWAL

9.1 The District shall have the right to discipline, suspend or discharge an employee for just cause. Prior to dismissal for performance issues, an employee, who has successfully completed his/her probationary period, will be placed on an improvement plan based on an evaluation by an administrator or supervisor citing performance issues. Said improvement plan shall include:

- a. A statement or statements identifying the area(s) of concern,
- b. The expected level of performance to be reached at the completion of the plan,
- c. The resources/supports necessary for the change to happen,
- d. The method(s) of evaluating if changes have occurred, and
- e. A timeline for assessing the desired changes.

The improvement plan will be placed in the personnel file.

9.2 Grounds constituting cause for non-renewal or termination of contract of an employee who has successfully completed the initial probationary period, must be specified in writing and may include but shall not be limited to any of the following:

- a. Incompetence
- b. Conduct, which impairs his or her ability or effectiveness as an employee,
- c. Failure to attend to duties or failure to carry out lawful orders and directions of supervisory personnel,
- d. Medical disability as indicated by competent medical evidence,
- e. Elimination of the position to which the employee was appointed subject to any rights the employee may have to another bargaining unit position pursuant to the provisions of Article 11 "Seniority, Layoffs/Reductions, Recalls & Bumping Rights".
- f. Failure to satisfactorily complete an improvement plan as outlined in Article 9.1.

- 9.3 Notice of termination or non-renewal shall be in writing, shall be delivered in person by an authorized representative of the administration and shall include a statement of the reason(s) why the employee's contract is being terminated or not renewed, unless the employee is within his/her probationary period with the district in which case no reason need be stated.
- 9.4 If an employee is required to appear before an Administrator to be disciplined or reprimanded or for any other reason which may adversely affect the employee in his/her employment he/she will be entitled to have a representative(s) of the Association present.

10. PROBATIONARY EMPLOYEES

- 10.1 The term "probationary period" as used in this Agreement shall refer to the first one hundred thirty five (135) working days of employment, beginning from the most recent date of hire to a regular position within the bargaining unit. Days the employee misses due to paid or unpaid leave during the probationary period shall not be counted towards the working days of the probationary period.
- 10.2 Employees shall receive one (1) written performance evaluation during the first ninety (90) days of the probationary period. Employees shall receive at least one additional written performance evaluation during the probationary period. No less than ten (10) working days prior to the end of the probationary period, an employee shall receive written notice if:
- a. he/she will be placed on an improvement plan, or
 - b. his/her employment with the district shall be terminated.

The evaluations conducted during the probationary period are not subject to the grievance/arbitration provisions of the Agreement. If no written notice is received, the employee will be deemed to have successfully completed the probationary period.

- 10.3 During probationary periods, an employee shall not be afforded just cause rights as set forth in this Agreement. (See Article 9)
- 10.4 The administration may extend the probationary period by up to thirty (30) working days in order to allow an employee to complete an improvement plan.

11. SENIORITY, LAYOFFS/REDUCTIONS, RECALLS & BUMPING RIGHTS

11.1 Seniority

- a. Seniority shall be calculated from the date beginning the employee's most recent period of continuous employment within the District, based on the first day of school if the employee was hired prior to the start of the year or the first day of work if hired after the start of the school year. Part-time employees shall accrue seniority on a pro-rated basis.
- b. A layoff does not constitute a break in continuous employment but no seniority accrues during layoff.
- c. Seniority Lists & Challenges

A seniority list will be published annually by February 15. The final list, including any new hires since February 15 and any changes made due to the challenges outlined below, shall be published by April 30.

Individual employees may challenge placements on the seniority list as follows:

1. Challenges must be received in writing from individual employees by March 1.
2. Challenges must outline the basis of the disagreement and any supporting information/documentation available.
3. The Human Resources Director or Superintendent will make a determination in writing regarding the challenge by March 15 as applicable.
4. If not satisfied with the determination of the challenge by the Human Resources Director or Superintendent, challenges may next be submitted to the Seniority List Challenge Committee. Such challenges must be filed by April 1.
5. The Seniority List Challenge Committee shall include an Association Representative, a School Board Representative, and an Arbitrator, preferably from the state of Vermont. In the event the parties cannot agree upon an arbitrator, one will be selected from the American Arbitration Association. The cost of the Arbitrator shall be shared equally by the Board and the Association.
6. The Seniority List Challenge Committee shall meet by April 15.

7. The Employee and the Human Resources Director or Superintendent will present the challenge to the Seniority List Challenge Committee. Said meeting shall last no longer than one day.
 8. The Committee shall issue its written determination within five (5) business days of the meeting. Its determination shall be final and the matter not subject to the grievance provisions of this agreement.
 9. The only determination to be made by the Committee is to rule on the challenge in favor of the challenger or to uphold the original determination. The seniority list will be updated to reflect the decision of the Committee. No other award shall be available to either party.
 10. If the employee fails to meet the initial filing deadlines for challenges to the seniority list, the right to challenge will be considered to have been waived. However, this will not prevent a challenge being filed in a subsequent year.
 11. Challenges that have already been subject to the final determination by the Human Resources Director or Superintendent under number 3 above and where the Human Resources Director or Superintendent's determination is not challenged under number 4 above to the Seniority List Challenge Committee, a challenge cannot be made again in a subsequent year.
 12. The grievance process is not available for the resolution of seniority list challenges.
- 11.2 The Board shall retain the sole and exclusive right to determine when and to what extent it may be appropriate or necessary to layoff employees because of budgetary considerations, program changes, reorganization, abolition of positions, enrollment changes, or unforeseen circumstances. The Board's decision to layoff employees shall not be grievable.
 - 11.3 The Association shall be notified of any contemplated layoff or reduction in hours. Notice shall include the number of full-time equivalents (FTE) and/or hours to be reduced, job categories and, if applicable, programs to be impacted. Said notice shall be based on anticipated reductions and shall not preclude other reductions from occurring.
 - 11.4 The Board will provide, at the request of the Association, an opportunity to challenge the need for a layoff or reduction in hours. This will be a meeting before the Board, and shall be held prior to a formal Board decision regarding layoffs or reduction in hours.

11.5 In the event of a layoff, selection of employees for layoff shall be in accordance with the following procedure:

a. Job Level & Categories

Layoffs will occur within job levels and categories. Job levels and categories are identified in Appendix B. However, employees who voluntarily transfer into a new job category will not transfer seniority credits to the new category. They will retain their total seniority credits to enable them to bump into a position in the category they transferred from. For example, a paraeducator with 15 years of seniority all earned in the specialist category cannot be bumped by another paraeducator with 20 years of seniority credits as an intensive paraeducator who only has two years seniority credit as a specialist. This dual seniority will be indicated on the seniority list annually.

b. Seniority & Performance

Employees will be laid off in order of seniority as outlined in Article 11.1. In the event two or more employees within the same job level and category have the same seniority and bumping rights, the Administration shall have sole discretion in determining who will be laid off. Said decision will be based on qualifications and performance, the employee's current assignment and needs of students.

c. Bumping Rights

Employees with greater seniority will be able to bump across job categories as outlined in Appendix B and referenced in Article 11.

d. Notice

Notification of layoff(s) will occur no later than 15 days after the budget for the next fiscal year is passed at Town Meeting. Written notice will be provided to the President of the Association, the local unit Vice President and the impacted employee(s). In the event it becomes necessary to have a reduction in force due to a child leaving the district or no longer needing services between town meeting day and the start of the school year, individual employees shall be notified in writing of a layoff or reduction at least thirty (30) calendar days in advance, unless otherwise provided in Article 11.5e below.

e. Reductions and Layoffs during a current work year

1. Intensive Paraeducators

All other provisions of this Article notwithstanding, an intensive paraeducator may have his/her assignment partially reduced or eliminated at the discretion of the District without regard to seniority, if the employee's PAF (personnel action form) indicates the assignment as an intensive paraeducator to a specific student(s).

2. Bus Drivers

All other provisions of this Article notwithstanding, a bus driver may have his/her extra or additional runs reduced or eliminated at the discretion of the District without regard to seniority, if the run is no longer needed as a result of changing service or student needs during the school year.

3. Notification of Reductions to Intensive Paraeducators and Bus Drivers During the Current School Year

Said intensive paraeducators and/or bus drivers shall be notified in writing of such action at least twenty (20) school days in advance of the effective date of the reduction, or receive payment in lieu thereof. During the notice period, the employee may be reassigned or transferred to a new assignment and shall retain his/her current rate of pay for the duration of the notice period unless the new assignment would pay more. This notice period does not apply to bus runs classified as homeless student runs.

4. All Other Unit Positions

In the event the Board decides to reduce hours of or layoff employees during the current work year, except for employees covered under Article 11.5e, the Board and Association will meet to negotiate the terms of implementation of said reductions or layoffs, including compensation during the transition, etc. prior to the actual reduction or layoff occurring.

f. Recall during a current work year

1. The employee will not be able to invoke bumping rights during the school year, but, will have the right to be recalled to any unit vacancy within the employee's bumping and recall rights at the time of layoff from an intensive position. However, the recall of an employee from such an action shall be based upon the Board's assessment of the individual's qualifications. An employee who has been involuntarily transferred to a non-intensive assignment shall retain seniority rights to be recalled to her former job category for a period of one (1) year from the date of the involuntary transfer.

g. RIF/Seniority Committee

Prior to executing annual Town Meeting reductions in force notifications, the Administration shall consult with the RIF/Seniority Committee of the Association regarding the impact of contemplated reductions and the potential impact of bumping rights.

11.6 Employee Recalls

Employees who have been laid off shall be recalled to vacant positions within their level and category depending upon qualifications, performance, and seniority, within a two (2) year period immediately following the effective date of the layoff. Prior to the position being filled, such employees shall have the right to be considered for any other vacancies for which they are qualified. Notice of recall shall be by certified mail and forwarded to the employee within seventy-two (72) hours of when the vacancy becomes available in the District. Notice shall be sent to the employee's last known address. If the employee does not indicate his/her acceptance of the position within fifteen (15) calendar days after receiving the recall notice, he/she shall be deemed to have refused the position and waived further recall rights under this Agreement. Failure of an employee to accept a recall position with fewer hours or workdays than that of the position from which he/she was laid off shall not constitute a waiver of recall rights.

12. HOURS AND OVERTIME

12.1 Lunch/Dinner

All employees will be granted no less than thirty (30) minutes of uninterrupted unpaid time for lunch or dinner at times designated by the supervisor when lunch or dinner are normally taken. Bus Drivers will not be provided a lunch break.

12.2 Breaks

All employees shall be guaranteed two (2) paid fifteen (15) minute break periods. Employees who work less than four (4) hours per day shall be entitled to only one (1) paid break period. Bus Drivers will not be provided paid breaks.

12.3 Overtime shall be voluntary after forty (40) hours. Employees who work overtime shall be compensated at the rate of one-and-a-half (1½) times the employee's normal hourly rate for all overtime worked in excess of forty (40) hours per week. When an employee is scheduled to work outside his/her regular work schedule at the request of the administration, the employee will not be required to adjust his or her work schedule to avoid overtime.

12.4 Prior approval of the administration is required for all overtime work.

12.5 In calculating hours worked for overtime purposes, only time actually worked shall be counted.

12.6 The assignment of overtime work among custodians shall be on a rotational basis provided that the custodian is qualified to do the overtime work and has passed his/her probationary period. Records of overtime work offered, accepted, and refused shall be kept by the District and made available to the Association upon request.

12.7 A minimum of two (2) hours pay at the appropriate overtime rate shall be paid to custodian(s) who is (are) "called in" to work beyond his or her normal schedule.

12.8 Training Time & Orientation

- a. For new hires, new assignments and transfers, up to 15 hours of training may be provided to meet the needs of the employee based on their assignment and previous work experience as determined by their supervisor.
 1. Such training may include but is not limited to job shadowing, planning meetings with their Supervisor and/or team and or other district personnel regarding school policies, procedures, and work expectations and specific job assignment training.
 2. Reasonable efforts will be made to provide specific job assignment training prior to the employee's first work day in their new position.
 3. Training time as provided in this subsection shall be paid as reported on the employee's approved time sheet and will not be reflected on their personnel action form (PAF).
 4. Such training may occur on a non-student, non-in-service day, or after the employee's regularly scheduled work day on a student or in-service day.
- b. All newly hired employees are required to attend an orientation meeting at Central Office, within three days of accepting a position, to complete all paperwork, receive benefits information and other information, including a job description and instructions on how to access the master contract.
- c. The Board acknowledges the value of providing orientation and training with regard to employees' duties and responsibilities. Orientation and training time may focus on school policies and procedures, including discipline and related school policies, and information regarding children with whom employees will be working. The Administration, Board and/or Superintendent shall determine the scope and content of training and orientation. Employees will be paid for orientation and training assigned by the Administration.

12.9 Workday

a. School Year Employees:

All full-time, school-year paraeducators and teaching assistants shall work the school hours of the students unless specified differently on the PAF. This time excludes lunch. A full-time school-year position shall be as follows:

District	Full-time School-year Employee Work Hours
Champlain Valley Union	No less than 7.0 hours
Charlotte	No less than 6.5 hours
Hinesburg	No less than 6.0 hours
Shelburne	No less than 6.5 hours
Williston	No less than 6.0 hours
Bus Drivers	No less than 6.0 hours*

*No driver will be hired for less than 4 hours per day but full-time status continues to be based on 6 hours per day or 30 hours a week by PAF hours

- b. If an employee voluntarily transfers to or requests a new assignment (as defined in Article 15), any reduction in hours will not trigger Article 11 Reduction in Force (RIF), Recall or Bumping Rights.
- c. If an employee is involuntarily transferred to a position that has fewer hours than the employee's prior assignment, the employee will have Article 11 Reduction in Force (RIF), Recall and/or Bumping Rights, if otherwise provided by Article 11.
- d. Determination of an employee's FTE (full-time equivalent) shall be based on their total PAF hours for five day work week and divided by 30 hours as outlined in Article 2.
- e. Full-time, part time and temporary status for all job categories shall be as defined in Article Two.
- f. The provisions in this article do not limit in any way the ability of the Administration to hire temporary, part-time school-year or full-year staff nor does it prohibit the Administration from identifying school-year or full-year positions that will exceed the student day on a regular basis.
- g. Occasionally, the Administration may require an employee who regularly works less than eight hours a day to work up to eight hours on a given day if the employee is notified of such a change in schedule at least seven

calendar days prior, unless otherwise mutually agreed by the employee and supervisor.

12.10 Contract Days:

- a. All contract days shall be scheduled between July 1 and June 30 each school year, unless otherwise agreed by the employee and the superintendent. Full-time school-year employees will work the equivalent of the following days during a contract year:
 1. All student days (normally between 175 and 180 annually)
 2. Paraeducators and other school year student support staff will work 3 non-student days annually.
 3. Bus Drivers will be scheduled to work up to two (2) non-student days annually and Cafeteria staff will be scheduled to work two (2) non student days annually.
 4. CVU Student Half/Early Release Days: At CVU, the regular scheduled work day and work hours for paraeducators and other school-year student support staff will be as follows: staff will work their regular work schedule on at least three (3) of the student half days, and will be assigned to work at least four and one half (4.5) hours on the remaining student half days unless their regular scheduled work day is shorter. In the event that additional work hours are needed for the employee's position, the employee or his/her supervisor may submit a request to the Principal or his/her Administrator designee for prior approval. Likewise, the Principal or Administrator designee may require that an employee work additional hours on half days so long as the employee is notified of this change at least seven (7) calendar days prior, unless otherwise mutually agreed by the employee and supervisor.
- b. Each local building's administrative team will identify the work days for the following school year by June 1 annually.
 1. On the calendar, the administrative team will indicate which in-service days staff is expected to attend and identify the student early release days that require mandatory attendance.
 2. Nothing herein shall preclude the administration from offering optional work days to all staff beyond the contract days outlined in 12.a above.
 3. The administration will not be required to determine an identical work schedule for all employees as long as each school-year employee is

required to work the number of contract days outlined in 12.a above annually and knows his/her schedule by June 1 the year prior.

4. New hires will be made aware of the schedule for their position at the time they are hired.
- c. In the event that student days are converted to non-student days by the board, the administration will provide an opportunity for those days to be worked by school-year employees; however, employees will not be required to attend, unless notified by the administration 30 calendar days in advance. If an employee chooses not to make up the converted days, the employee will not be paid.
- d. Parent Teacher Conferences, CVU Grad Challenge and Graduations:

Employees shall make every effort to avoid scheduling parent-teacher conferences and other scheduled meetings during the regular work day. However, in the event that the employee is unable to do this, the board will permit the employee to: (1) first, use paid personal leave, or (2) secondly, use sick leave if the employee has exhausted all paid personal leave. Leave may be used as follows:

1. Up to 1.5 hours per parent-teacher conference for the employee's child, up to two per year during non-student time.
2. Up to 1.5 hours to attend the employee's own child's CVU graduation challenge presentation.
3. Up to a full day of leave to attend the employee's child's high school graduation if it falls on a student day.
4. Nothing herein will be construed to limit the right of an eligible employee to use paid or unpaid leave to attend school meetings in accordance with Vermont's short term family leave act, 21 VSA §472a.

If the employee has no paid leave time (personal or sick) to apply towards this leave, the employee may request unpaid leave from the Director of Human Resources for these purposes and the request will not be unreasonably denied.

- e. Paid leave time will not normally be used on early release days or non-student days during the school year.

12.11 Cancellations, delays and early dismissals due to weather-related or unplanned event issues:

- a. Cancellations: On days when school is cancelled, the District will make reasonable efforts to provide employees notice of said cancellation. School-year employees will not be paid for cancelled days. Extended-year and full-year employees will only be paid if they report to work or have received permission to use paid vacation leave, unless the Superintendent has closed the buildings for all staff. In the event full-year or extended-year staff is required to stay home or go home, they will be compensated as if they had worked the full day. Staff identified as critical personnel for health and safety issues (for example as custodian needed for snow removal) are required to work and must report as soon as conditions permit.
- b. Delayed openings and early dismissal: If there is a delayed opening or early dismissal due to the weather or other such unplanned event, school-year employees will be paid as if they worked their full assignment that day. Extended and full-year employees are expected to report to or remain at work unless they decide to apply paid leave towards their absence or the Superintendent closes the building for all staff. In the event full-year or extended-year staff is required to stay home or go home, they will be compensated as if they had worked the full day.
- c. In the event that school is closed for two or more days in a pay period due to an emergency or weather conditions, school-year and extended-year employees will be permitted to use paid personal days to be paid for the days. Employees will still be permitted to make up the days when they are rescheduled as student or non-student days.

13. LETTERS OF INTENT & PERSONNEL ACTION FORMS (PAFs)

- 13.1 By May 15th, school-year employees will be given a letter of intent offering employment for the next school year. On or before June 1st, such an employee will return his/her signed letter of intent indicating whether or not he/she intends to return next year.

- 13.2 On or before August 15, the Board will provide returning employees with a personnel action form which shall indicate the following: the employee's assignment and building; the normal hours for the position; the number of days to be employed and the rate of pay. On or before September 1st, the employee will return his/her signed personnel action form. Failure to do so may result in the assumption that the employee will not return to work and has not accepted the position.

14. VACANCIES

- 14.1 Prior to the filling of any unit position opening, a written notification of the vacancy will be sent to the Association President and each Association Unit Vice President. Said notice will be sent prior to or at the same time as said vacancies are posted as outlined below.
- 14.2 In the event any unit vacancy occurs, and following compliance with the provisions of Article 11, all employees currently employed, full-time or part-time, will be considered for the opening prior to consideration of external candidates, provided they apply within seven (7) calendar days of posting the vacancy and are qualified for the position. Currently employed will be defined as an individual paid via payroll within the last two pay periods or an individual paid for a stipend position within the current school year.
- 14.3 For the purposes of subsection 14.2, consideration will mean that the Administrator will consider the complete and timely application from the employee and notify him or her of the outcome of his or her application prior to reviewing applications from outside candidates. The Administrator has discretion to:
 - a. Recommend to the Superintendent that the employee be hired for the opening, or
 - b. Have the employee go through a modified process with only internal candidates, or
 - c. Reject the employee's application, or
 - d. Place the employee in the pool with external candidates.
- 14.4 The decision of the administrator is not grievable provided the above conditions of this article are met.
- 14.5 No bargaining unit vacancy shall be filled sooner than the posting period. Nothing contained herein will prohibit the Board or Administration from advertising the position externally during the posting period in those situations where it is reasonable and appropriate to do so.

15. TRANSFERS & REASSIGNMENTS

15.1 Definitions:

- a. A transfer is defined as any change in assignment to a new job category.
- b. A reassignment is defined as any change in assignment within the same job category.
- c. Bus Drivers can be reassigned between various runs between various schools. This is not considered a transfer.

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

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

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

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

15.5 No employee will be transferred or reassigned arbitrarily or capriciously, nor will an employee be transferred or reassigned solely to create a vacancy.

- 15.6 Although it is agreed that some transfer of employees from one school to another is unavoidable, it is recognized that frequent transfer of employees may be disruptive.
- a. Superintendent and/or Superintendent's Designee may make involuntary transfers at any time if there are no qualified volunteers for a position. An employee filling a position at the beginning of the school year will be notified of an involuntary transfer no later than August 1 unless there are extenuating circumstances. An employee will be informed as soon as possible when involuntary transfers take place during the school year. When involuntary transfers are necessary, an employee's certifications, categories outlined in Appendix B, input from administration, specialty, performance, and other relevant factors including seniority shall be considered in determining which employee is to be transferred. Employees being involuntarily transferred will be transferred to a comparable position when possible. Any involuntary transfer will be made only after proper notification. The final decision is within the sole discretion of the Superintendent and/or Superintendent's Designee.
 - b. An employee designated for an involuntary transfer may request, and upon request shall be granted a meeting with the Superintendent or designee to discuss the reasons for the involuntary transfer. The employee may have an Association representative present at such meeting.
 - c. The parties stipulate that certain positions are inherently created in such a way that movement between buildings is expected. These positions include but are not limited to Communication and other categories of Specialists.

16. HEALTH AND SAFETY

- 16.1 Employees shall not be requested or required to work under conditions that constitute a threat to their health or safety. Matters involving health and safety may be grieved through Step 3 (Board) level of the grievance process but may not be taken to arbitration.
- 16.2 Employees required to lift children and/or provide toileting assistance to children shall be so advised prior to assignment. The administration is responsible for developing and providing safety protocols for lifting children to help ensure the safety of the employee. This protocol must be provided to all employees prior to the employee's first day of work with the child in need of this type of assistance.
- 16.3 The administration is responsible for developing and providing safety protocols, consistent with board policy, for a student threatening the life and/or safety of an employee. Those protocols are provided in Appendix F. They may be revised by the Administration at any time. If revised, they will be redistributed to all unit employees.

17. USE OF PERSONAL VEHICLES & SCHOOL OWNED BUSES/VANS

17.1 An employee who is asked by his/her supervisor to operate his/her own vehicle on school-related business or to transport students in his/her own vehicle shall be reimbursed at the prevailing Internal Revenue Service rate.

17.2 Use of Personal Vehicle for School Business

An employee may need to use his/her own vehicle to conduct school business, including but not limited to attendance at a professional training, meetings outside the school district, etc.

17.3 Transportation of Students

No employee shall be required to transport students in his/her personal vehicle, unless at the time of hire, the employee was informed that use of personal vehicle to transport students is required. If employees are required to transport students in their personal vehicles, they will be informed of the risks associated with doing so.

If an employee interprets a supervisor's request to transport a student as a potential issue of personal safety, the employee can so inform an administrator, who will make other satisfactory transportation arrangements. The administrator's decision regarding how to transport a student shall be final, so long as it does not result in an employee who fears for his or her safety transporting the student.

17.4 Bus Drivers will not transport any family members on a school bus unless the family member is on the bus in an official capacity as determined by the district. Examples of official capacity would include being an enrolled student, district employee or school volunteer who would ride the bus regardless of the driver.

17.5 Bus Drivers will not use school-owned vehicles for personal use. If it is to the benefit of the district, the driver may be granted permission to park his or her vehicle at his or her residence.

18. PROFESSIONAL DEVELOPMENT

- 18.1 Required Course Work - Any course, workshop or training which the administration or Board requires an employee to take shall be paid for by the Board. Such Board payment shall not be made from the pool provided under the terms of this article.
- 18.2 The Board will allocate as outlined below a specific dollar amount per employee in the bargaining unit to be used for a unit professional development fund pool. The fund amount will be equal to the amount in the approved annual budget and the budget amount will be based on the formula, i.e. the number of unit full-time equivalent positions in the approved budget multiplied by \$500.00. The bus drivers are specifically excluded from this benefit. There will not be a professional development pool established for the bus driver unit.
- 18.3 Distribution of these funds will be determined by a committee comprised of the Human Resources Director or his/her administrator designee and the Support Staff Unit Vice President, unless otherwise agreed.
- a. The procedure outlined in Appendix D will be followed by all districts. These procedures will be shared by local unit vice presidents with all support staff assigned to their building at least once annually.
 - b. The committee will review requests no less than three times a year.
 - c. The committee may allocate up to 60% of the pool prior to December 31st. Any remaining funds plus the 40% remaining in the pool may be allocated after January 1st. No more than 25% of the next fiscal year's allotment may be approved prior to June 30th for the purposes of funding summer professional development opportunities. This amount counts towards the 60% limit set for approvals made prior to December 31st.
 - d. Employees in the first year of their employment shall be limited to an award of up to the greater of \$1000.00 or two times the multiplier provided in Article 18.2.
 - e. All employee requests must be reasonably related to the employee's job assignment and/or the school action plan.
 - f. All pool allocations must be approved and submitted to the school bookkeeper by May 31 for the current fiscal year, unless otherwise agreed.
- 18.4 Either prepayment or reimbursement shall be provided under the conditions set forth below:

- a. Course work must be successfully completed as demonstrated by a grade of "B-" or the equivalent where applicable.
- b. Employee must have a signed letter of intent for the next school year in order to receive a reimbursement for summer courses.
- c. The District shall prepay tuition costs for approved courses, workshops, and conferences, if the request is received and approved in time to do so.
- d. In cases of prepayment, an employee not successfully completing the course, or who fails to attend an approved conference or workshop where a full refund cannot be obtained shall reimburse the district through payroll deduction an amount equal to the amount paid by the district less any refund received, if any.

19. UNIFORMS

- 19.1 The Board agrees to reimburse each food service worker and custodian up to two hundred fifty dollars (\$250) per year toward the purchase of appropriate work uniforms and boots following submission of receipts for the articles purchased.
- 19.2 The Board agrees to provide winter jackets to bus drivers and to replace those jackets when they wear out.

20. SUBSTITUTE PAY

20.1 Short-Term Substitute Teaching

- a. In the event a substitute teacher is hired, an employee shall only be required to perform his/her regular job assignment.
- b. When an employee covered by this Agreement agrees to serve as a substitute teacher for any portion of the day, the employee shall receive his/her regular rate of pay plus \$5.00/hour for all hours worked as a substitute. When an employee agrees to serve as a substitute for a full day, the employee will be paid for 7.5 hours.

20.2 Short-Term Substituting as Intensive Paraeducator

When an employee covered by this Agreement agrees to serve as a substitute intensive paraeducator, and is not normally assigned to such a position, he/her will receive his/her regular rate of pay plus \$3.00 per hour.

- 20.3 Upon the request of the Administration, when an employee covered by the Agreement agrees to be the "Acting" supervisor for a supervisor's position not covered by the Agreement, they shall receive their regular rate of pay plus \$5.00 per hour or the regular substitute rate, whichever is greater.

- 20.4 Permanent Building Substitutes are specifically excluded from the provisions of this Section 20.

21. LEAVE DEFINITIONS

- 21.1 In accordance with the provisions of 15 VSA Chapter 23 and 18 VSA Chapter 106, a party to a civil union shall be included in any definition or use of the terms "spouse", "family", "dependent", "next of kin", and other terms that denote a spousal relationship as those terms are used in the leave provisions of this Agreement.

22. LEAVES OF ABSENCE

- 22.1 Leaves of absence or any unpaid time of more than 15 school days without pay may be granted at the discretion of the Board. All unpaid leave of less than 15 school days must be approved by the Superintendent or designee.
- 22.2 An employee shall submit a written application to the Superintendent or designee for a leave of absence not covered elsewhere in this contract. If the request is for more than 15 days, the Board will consider the request. The Superintendent will recommend and the Board shall grant said request only after ascertaining the instructional program is not likely to suffer because of the employee's absence.
- 22.3 Leaves of absence shall be without pay or benefits, unless required by statute.
- 22.4 For leaves of absence granted for a full academic year, the employee shall notify the Superintendent in writing by March 1st of the year of his/her leave, whether or not he/she wishes to return to the District. Failure to notify the Superintendent of said intent to return shall have the same effect as though the employee had indicated he/she did not wish to return.
- 22.5 Leaves of absence shall normally be for one (1) year in length, commencing at the start of the work year. Leave requests for the next school year will be submitted in writing by March 1st. Applications based on pressing personal reasons may be submitted at any time.
- 22.6 Group health insurance, life insurance, and sickness and accident income protection insurance and other benefits will not be provided during such leave. However, subject to the insurance carrier's regulations, an employee may continue the group insurance coverage provided by the school district by paying his/her premiums while on leave.
- 22.7 Staff on a Leave of Absence are subject to the RIF and non-renewal provisions of this contract.
- 22.8 Individuals hired to replace an employee in a bargaining unit position on leave for less than a full year (school-year, extended-year or full-year as applicable) will be offered long-term substitute contracts only.
- 22.9 Individuals hired to replace an employee in a bargaining unit position on leave for a full year (school-year, extended-year or full-year as applicable) will be offered one-year non-renewable contracts only.
- 22.10 Individuals hired as a regular substitute for an employee on long-term disability under article 25 of this agreement will be hired on a long-term substitute agreement.

22.11 Individuals covered by this agreement will automatically be granted a leave of absence if they accept a long-term substitute position for positions covered under this agreement or the teacher agreement. While on the longterm substitute agreement, employees will maintain the health insurance and seniority benefits (continuous employment and seniority credits) they had at the time of their leave of absence, as if they remained in their current bargaining unit position. The employee shall be allowed to return to his/her position at the end of their leave of absence under this section, subject to the other provisions of this agreement.

23. SICK & BUS DRIVER/FOOD SERVICE PAID LEAVE

23.1 All employees, except bus drivers and food service employees shall be entitled sick leave as provided below:

- a. Full-time school-year employees shall have the equivalent of the number of hours worked over ten (10) days, as set forth in their PAF of paid sick leave per year, accumulating to a maximum of the number of hours worked over forty (40) days, as set forth in their PAF. As a result of this provision, the maximum number of sick leave hours an employee would be entitled to during any contract year would be the number of hours worked over fifty (50) days, as set forth in their PAF.
 - i. Employees, who at the end of the 2018-19 school year have a total number of sick hours in excess of the limit set forth in 23.1(a) above, shall have the that number of sick hours grandfathered until such time the hours used drop the employee below the maximum number of sick hours allowed in 23.1(a) . Once the employee is below the maximum number of sick days allowed their sick hours shall then be held to the limits set forth in 23.1(a).
- b. Full-time, full-year and full-time, extended-year employees shall have 120 hours of paid sick leave days per year, accumulating to a maximum of 480 hours. As a result of this provision, the maximum number of sick leave hours an employee would be entitled to during any contract year would be 600 hours (up to 480 hours accrued plus up to 120 hours awarded annually)
- c. Sick leave will be prorated based on an employee's FTE.
- d. Employees will be allowed to take this time in quarter hour (0.25) increments.

23.2 Sick leave cannot be used for elective procedures or the recovery period related to said procedure. Elective procedures include but are not limited to any procedure that is not an immediate medical necessity or is not defined as a serious medical condition as defined by FMLA/VPFL or then current federal or state law. (See Appendix E for additional information regarding serious medical conditions.)

23.3 Bus Drivers and Food Service employees employed by the district will receive the following number of undesignated paid leave days.

Employed by the District up to 19 years	5 days
Employed by the District 20 to 29 years	6 days
Employed by the District 30 or more years	7 days

Such time may be used by the employee for any purpose, on any student or nonstudent day, in fifteen (15) minute increments. These days will be prorated based on the driver's date of hire if the employee does not begin employment on or before the first workday of the school year. Other references in this Agreement to vacation, sick, or personal leave days shall not apply to bus drivers or food service employees.

23.4 School Break Pay:

- a. Bus drivers and food service employees will be paid based on their regular rate and their regular assigned (PAF) schedule for ten (10) days during the February and April school vacation periods (five days each). This time cannot be floated or carried forward and will only be paid if the employee is currently employed and actively working at the time the school vacation occurs and will return to work immediately following the school break.
- b. School-Year employees will be paid based on their regular rate and their regular assigned (PAF) schedule for five (5) days during the February school vacation period. This time cannot be floated or carried forward and will only be paid if the employee is currently employed and actively working at the time the school vacation occurs and will return to work immediately following the school break.

24. FAMILY SICK DAYS

- 24.1 Up to the equivalent hours of ten (10) days of an employee's accumulated sick leave may be used for illness or medical appointments in the employee's immediate family. If additional days are needed and the employee has additional sick leave, an employee may apply for additional family sick days. Requests should be submitted to the Superintendent or designee for approval.
- 24.2 For the purposes of this article, the immediate family shall include spouse or civil union partner, guardian/ward, son, daughter, grandchild, father, mother, grandparent, brother, sister, father-in-law, mother-in-law, parent of a civil union partner, member of the immediate household or other close relative as approved by the Superintendent or his/her designee.

25. LONG-TERM DISABILITY

- 25.1 Disability Insurance. Employees shall be eligible for coverage under a long term insurance plan pursuant to the regulations, terms and conditions of the insurance carrier. Said plan shall provide an eligible employee, on a monthly basis, sixty-six and seventh tenths percent (66.7%) of said employee's wages. Said disability plan shall have a sixty (60) calendar day elimination period and will provide benefits to age 65. All determinations of disability are made by the insurance carrier.
- 25.2 The Board will pay 100% of the premium cost of this long-term disability insurance plan. Premiums paid by the District will be added to an employee's W2 statement of total wages and shall be subject to federal and state income taxes.
- 25.3 An employee who is impacted by a disabling sickness or injury shall apply for coverage under the long-term disability plan. The Board shall continue to contribute premium costs of the medical, dental or applicable life insurance plans provided pursuant to this Agreement for a period of six (6) consecutive months commencing with the notification date of eligibility for disability benefits or the end of the contract year, whichever is greater.
- 25.4 An employee shall no longer be considered an employee of the District twelve (12) months after or on the first June 30 following the date said employee has begun receiving long term disability benefits pursuant to this Article, whichever is greater, unless doing so is precluded by federal and/or state law.
- 25.5 Notice of disability shall be given by the employee to the Superintendent as early as determinable. An employee who is disabled shall be allowed to continue in the employee's regular employment as long as the employee is medically able to perform the employee's full and regular duties. It shall be the right of the Superintendent to require periodic medical certification in writing from the employee's physician attesting to this fact. At such time as the employee is certified by the employee's physician as no longer able to continue working, the employee shall be entitled to go on sick leave. A physician's certification may be required for any temporary or permanent medical disability. Employees who are utilizing paid sick leave shall apply for long-term disability insurance at the earliest appropriate date and shall convert from sick leave to insurance coverage upon the completion of the sixty (60) calendar day elimination period provided by the insurance policy. An employee returning from leave will be restored a position in the employee's former job category, provided such position continues to exist.

25.6 For Bus drivers and food service employees, because they do not receive paid sick leave, the Board will provide paid leave to be used during the elimination period for those employees deemed eligible for long-term disability by the insurance provider. Elimination period paid leave days will be awarded based on years of service, can only be used after all other paid leave has been used, and can only be used on days the employee would have worked but for the disability. Days will be awarded as follows:

Years of Service (based on most recent period of continuous employment)	Elimination Period Leave Days
Less than One Year	5
One or more years but less than Five Years	15
Five or more years but less than Ten Years	25
Ten or more years but less than Fifteen Years	35
Fifteen or more years but less than Twenty Years	45
More than Twenty years	55

25.7 In the event an employee experiences a disabling illness or injury, has exhausted all of his her personal paid leave, and has applied for coverage under the terms of the group Long-Term Disability (LTD) Plan, members of the Association may donate personal leave to said employee. The amount of donated personal leave provided to the employee shall not exceed the amount of leave required to meet the elimination period for coverage under the LTD Plan. In the event the employee is determined to be ineligible for coverage under the LTD plan the employee's ability to utilize donated personal leave will cease.

26. PERSONAL LEAVE

26.1 Personal Leave

- a. The Board will grant employees up to the equivalent hours worked over three (3) days, according to their PAF of paid personal leave, prorated based on the employee's FTE for school-year staff and up to 24 hours of paid personal leave prorated based on the employee's FTE for full-year and extended-year staff in any one (1) year, such leave not to be cumulative from year to year. Employees will be allowed to take this time in quarter (0.25) hour increments.
- b. Personal leave under this article is intended to indicate the conducting of business or personal affairs, which cannot be accomplished at any other time other than when the employee is regularly scheduled to be on duty.
- c. Personal leave shall not normally be used to extend holidays, school breaks, or vacations. However, each employee may apply to use personal leave on such days once during the lifetime of this agreement so long as the nature of the need is provided to the Superintendent and granting of such request will not result in more than ten percent (10%) of the support staff being absent on the same day. Therefore such requests granted by the Superintendent will be granted on a first come, first served basis.
- d. Whenever possible, leave under this Article shall be with at least forty-eight (48) hours advance notice to the Principal or his or her designee.
- e. In the event an employee applies to use personal leave to extend a holiday, school break or vacation more than once during the lifetime of this agreement, the Director of Human Resources has discretion to authorize such leave so long as the employee indicates in writing why personal leave is needed again and as long as such purpose is an appropriate use of personal leave as indicated in 26.1.

26.2 The parties agree that employee attendance on non-student work days is of great value to the school community, and therefore agree that employees should make every effort to avoid scheduling personal leave on non-student work days.

26.3 At the discretion of the Superintendent, additional personal days may be granted upon application.

26.4 Inappropriate use of personal leave may be grounds for disciplinary action.

26.5 Bus Drivers and Food Service employees do not receive personal days.

27. BEREAVEMENT LEAVE

- 27.1 Five (5) days with pay will be allowed for death in the employee's immediate family or household. The immediate family shall include husband, wife, civil union partner, guardian/ward, son, daughter, grandchild, father, mother, grandparent, brother, sister, father-in-law, mother-in-law, parent of civil union partner, resident of the employee's household or close relative or friend. Bereavement leave may be extended, either in days or in definition of family, at the discretion of the Superintendent. Subject to the terms of this article, leave can be used to attend memorial services.

28. MILITARY LEAVE

- 28.1 The District shall grant unpaid leave to an employee who is a duly qualified member of the "reserve components of the armed forces" for the purposes of receiving military training. The employee shall, except in cases of emergency, provide at least three weeks notice of such leave. Benefits and seniority will be extended during periods of such leave up to one year or as required by federal and state law.
- 28.2 The District shall grant such unpaid leave and reemployment rights as required by state and federal law for any employee who enters the Armed Forces of the United States whether by draft or voluntary enlistment.
- 28.3 In the event an employee is called up for active duty, the Board will make up the difference between the employee's military pay and the wages the employee would have received if he or she had been working during the same period of time, if any. The Board will continue to pay its share of the premiums, as outlined in Article 37 "Insurance", related to any COBRA costs for the employee to maintain health and dental insurance for him or herself and/or any dependents covered at the time the employee is activated, as permissible by carrier regulations.

29. JURY DUTY

- 29.1 Paid leave will be granted for jury duty. When an employee is released from jury duty during the employee's regular workday, he or she shall notify his or her supervisor and may be required to report to work.

30. STATUTORY LEAVE

- 30.1 To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the Federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFL). Leave pursuant to each of these Acts shall be provided in accordance with to the Board's policies and practices. Pursuant to these policies and practices, whenever an employee is entitled to and/or granted paid or unpaid (disability) leave or family leave pursuant to the terms of this Agreement and the employee is also entitled to leave pursuant to the FMLA and/or VPFL for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/VPFL will be provided concurrently.
- 30.2 FMLA/VPFL leave will be provided concurrent with Worker's Compensation benefits when concurrent entitlement exists. All other matters regarding the administration of leave provided pursuant to the FMLA and the VPFL shall be as provided by the District's policies and practices.

31. PROFESSIONAL LEAVE

- 31.1 The principal may grant paid professional/non-student work days to an employee to attend programs, engage in school visitations, or participate in other activities of an educational nature.

32. ASSOCIATION DAYS

- 32.1 The CVEA will be granted a pool of ten (10) Association days for each unit to be used at the discretion of the CVEA Executive Committee for the purpose of allowing elected officials of the CVEA, Vermont/NEA or NEA to fulfill professional responsibilities. Said leave must be preapproved by the Association President or his/her designee. The Association will bear the cost of providing substitute employees to replace employees using the leave. Whenever possible, leave under this article shall be with at least forty-eight (48) hours advance notice to the Principal or his or her designee.

33. RELIGIOUS OBSERVATIONS

- 33.1 Up to two days per year shall be granted by the Administration, without the loss of pay, for religious observances provided that attendance at school on such days would prevent the employee from participating in a specific religious practice on that day. Should any question arise concerning the application of this contract provision, the employee's clergy shall be considered the proper authority for resolution. In all instances of absence for religious observances, notice must be given to the Principal at least 48 hours prior to such absence. Principals may request employees to provide a list of anticipated religious observance requests at the beginning of the school year. For any additional days beyond the two-day maximum provided by this Article, employees may elect to use personal leave or request unpaid leave.

34. TOWN MEETING DAY LEAVE

- 34.1 If school is in session on Town Meeting day, employees who are elected public officials who have responsibilities in their elected capacity on Town Meeting Day, will be granted paid leave that day by the Board.
- 34.2 If school is in session on Town Meeting day, employees who reside in towns where in order to exercise their voting rights they must be present at Town Meeting will be granted paid leave for that day by the Board.
- 34.3 Employees must notify their principal by February 15th annually of their intent to use this leave and must state why they qualify for the leave.

35. VACATIONS

35.1 Full-time, full-year employees will be granted vacations on the following basis:

Years of Service	Vacation Days
Less than Five Years	12
Five Years or more years but less than Ten Years	15
Ten Years or more years but less than Fifteen Years	18
Fifteen or more years but less than Twenty Years	20
More than Twenty years	25

New employees have to complete the first 90 days of their probationary period before vacation days can be used.

35.2 Extended-year employees, including full-time and part-time, are eligible to receive vacation leave time based upon their years of service. Employees shall receive this leave on the following basis:

Years of Service	Vacation Days
Less than Two Years	3
Two Years but less than Five Years	5
Five Years but less than Nine Years	7
Nine or more years	10

35.3 If a paid holiday occurs during an employee's vacation, he/she will not be required to use vacation day, and will be paid for the holiday.

35.4 Vacation days shall normally be taken within the year in which the vacation days are earned. However, employees may carry forward up to half of their annual vacation day allotment annually, e.g. if an employee earns 12 days a year, they may carry forward six (6) days to the next fiscal year.

35.5 Arrangements for vacations must be made between the employee and his/her immediate supervisor. Requests to use vacation days must be received at least two (2) contract days prior to their use, unless otherwise preapproved by the Director of Human Resources and the employee's immediate supervisor. Requests for vacation scheduling shall not be arbitrarily denied. Vacation requests will be approved first come, first served. Vacation requests for senior employees will be given preference over less senior employees when such requests for vacation are made for the same period. However, less senior employees will not have an approved vacation unapproved under this section if it was approved 24 or more hours before the senior employee submitted his or her request.

- 35.6 Vacation time will be prorated based on the employee's actual start date. All vacation time will be available for use by the employee on July 1, however, if an employee terminates prior to June 30, vacation time will be prorated based on his or her last day of work and unearned vacation days will be removed from final totals. If the employee has used more vacation time than actually earned, the value of that time will be deducted from the employee's final paycheck unless the employee's termination is involuntary. Vacation time earned but not used prior to voluntary or involuntary separation from employment with the district shall be fully paid to the employee at the time of separation.
- 35.7 If an employee is called back from vacation due to an emergency by the Principal or Superintendent they shall be paid one and a half times his/her regular rate of pay.

36. HOLIDAYS

36.1 The following paid holidays will be observed for full-time, full-year employees:

- | | |
|----------------------------|--|
| (a) New Year's Day | (f) Thanksgiving |
| (b) Martin Luther King Day | (g) Friday after Thanksgiving |
| (c) Memorial Day | (h) Christmas |
| (d) Independence Day | (i) Floating Holiday |
| (e) Labor Day | (j) Yom Kippur (when taken as a day off
by the District otherwise Floating Holiday) |

Floating holidays may be used at the employee's discretion with the prior approval of their supervisor. Approval will not be given if the employee's absence will interfere with normal school operations.

36.2 School-year and extended-year employees working 17.5 hours or more per week are entitled to be paid as follows:

- | | |
|----------------------------|--|
| (a) New Year's Day | (e) Thanksgiving Day |
| (b) Martin Luther King Day | (f) Day after Thanksgiving |
| (c) Memorial Day | (g) Christmas |
| (d) Labor Day | (h) Yom Kippur (only when taken as a day off
by the District) |

36.3 An employee required to work on a day for which he/she is entitled to a paid holiday, when the school is closed for the holiday, should receive double his/her regular rate of pay.

36.4 Holidays that fall on a weekend will be celebrated on Monday or Friday at the Board's discretion. Holidays that fall when school is in session will be designated by the Superintendent no later than September 1st.

37. INSURANCE

37.1 Insurance.

The Board agrees to provide any insurance coverage provided in this agreement subject to the 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, of any person furnishing professional services provided pursuant to the insurance coverage terms.

37.2 Health Insurance.

The Board shall provide a medical insurance program as set forth in Appendix G.

37.3 Section 125 Plan Benefits

The Board agrees to establish and administer at its own expense a Section 125 plan. This plan benefit may be utilized for insurance premium conversion, dependent care expenses, and medical reimbursement. The Board shall determine and identify the benefits and coverage amounts under said plan. The plan year shall be July 1 to June 30 each contract year. Employees shall advise the District by May 31st each year as to whether they will participate in the plan and identify which benefits they intend to elect. New employees hired after June 1 shall have thirty (30) days from the date of employment in which to determine participation and election of benefits.

37.3 Cash in Lieu of Health Insurance.

An employee may elect to forego the medical insurance coverage noted in Section 37.2. and receive cash payment in lieu of said coverage under the conditions set forth in Appendix G.

37.4 Dental Insurance

a. Full-year Employees

The Board shall provide and pay one hundred (100%) of the premium costs of a dental plan for single, two-person or family coverage. Part-time, Full-year employees will receive a pro-rated amount.

b. Full-time, School-year and Extended-year Employees

a. Employees may purchase, at their own cost, dental insurance through the district, assuming carrier eligibility requirements are met.

b. Bus Drivers only

Bus Drivers who were employed for the 2011-2012 school-year, and remain continuously employed by the District, shall receive 100% board paid single dental coverage. Employees, at their own expense may purchase two-person or family coverage less the board contribution to their single plan. All other employees may purchase, at their own cost, dental insurance through the district, assuming carrier eligibility requirements are met.

c. Premium payments will be made through payroll deductions.

37.5 Life Insurance

The Board shall provide and pay one hundred percent (100%) of a \$25,000 term life policy for all unit employees, assuming carrier eligibility requirements are met.

38. PART-TIME EMPLOYEES

- 38.1 A part-time employee for the purposes of this contract is one on a renewable contract, who works full-time for a portion of the school year, or who works less than full-time during the entire school year.
- 38.2 All benefits, including paid leave, will be provided on a pro rata basis, unless otherwise restricted by insurance carrier eligibility requirements.
- 38.3 Seniority will be provided on a prorated basis.
- 38.4 Proration will be based on the employee's full-time equivalent (FTE) which will be based on the actual number of hours worked by the employee versus a full-time employee in the same position or category.
- 38.5 Except as altered by this article, a part-time employee shall have the same rights as full-time employees as established by this agreement.

39. WAGES

39.1 The wages of all new employees shall be determined within the parameters set forth in Appendix C of this agreement. The Board shall have the right to hire new employees at any wage rate that is not greater than the wage rate of an existing employee in the same category, in the same district, who has comparable education and experience.

39.2 Employees will be paid bi-weekly by electronic deposit only. Participation is mandatory.

39.3 Wage increases for the 2020-21 school year will be as follows:

Job Categories	Returning Employee
Non-Intensive Paras Library Assistants Clerical Pool Specialists Learning Center Coordinator. Media Coordinator Administrative Asst. Planning Room Director Campus Supervisors Software Technicians Instructors Health Office Asst. Head Cook Maintenance Bus Drivers Permanent Building Sub	3%
Custodian Food Service Intensive Paras	3.5%

39.4 All employees who worked within the unit as of June 30 of the expiring agreement, and who are continuously employed in the unit shall receive increases consistent with the settlement terms of the agreement. Employees hired after July 1 or prior to the settlement shall be paid based on the expiring new hire schedule until a settlement is reached. Once an agreement is reached they shall be placed on the newly negotiated new hire schedule and paid that amount. In the event that a settlement is not reached by July 1, any employees

who resigned or left employment prior to the settlement are not eligible for retroactive pay.

40. ADMINISTRATOR DESIGNEES

- 40.1 Unless otherwise specifically noted or provided by law, wherever principal or superintendent appear within this agreement, they shall be interpreted as “Principal or designee” and “Superintendent or designee” to include the Principal and/or Superintendent’s designated administrator. References to Administrator shall include Principal, Assistant Principal, Director, Coordinator and other such positions, not employed under this master agreement but on individual administrator contracts, by the District and/or the Board.

41. EMPLOYEE LIABILITY

- 41.1 The Board agrees to reimburse employees for any loss, damage or destruction to clothing, vehicle or other personal property, which occurs as a result of any malicious acts against the employee while he or she is on duty on the school premises, or involved in any authorized school functions away from the school premises. When absences arise from such assault or injury, the employee shall not forfeit any sick leave or personal leave. The Board's liability for said damage to vehicles will be equal to the deductible costs for the employee, with a maximum of \$1,000. There will be a \$500 per occurrence limit on all other personal claims, and a \$50 minimum.
- 41.2 The Board agrees to indemnify and hold employees harmless from any financial loss or expense, including reasonable attorney fees and costs, arising out of any claim, demand, suit or judgment by reason of any act or failure to act by the employee, within or without the school building, provided such employee at the time of the act or omission complained of, was neither grossly negligent nor engaging in willful misconduct, and was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board. The obligations of this section shall be limited by and subject to the conditions set forth in the liability insurance coverage provided by the Board for this purpose pursuant to statute.

42. BUS DRIVERS

42.1 Driver Categories and Regular Run Types

1. Regular runs are the hours referenced on the bus drivers Personnel Action Form as “Morning” and “Afternoon” times. Regular runs will be for no less than two hours each. These hours will count towards the total weekly hours for the driver used to determine eligibility for benefits and determining the driver’s FTE.
2. Additional or extra runs added to the driver’s daily schedule are included on the bus driver’s Personnel Action Form as “Other”. These hours will count towards the total weekly hours used to determine the driver’s eligibility for benefits and determining the driver’s FTE. Generally these will be regularly scheduled school program runs like special education transportation, late runs, express buses and other such similar regularly scheduled year long commitments.

42.3 Other Trips/Additional Work Beyond Contracted Time

- a. Assignment of extra trips, which is defined as trips that are not regularly assigned such as one-time field trips, athletic, or transportation of homeless students trips or other such temporary runs, or subbing on a regularly assigned trip, shall be offered on a seniority. However, trips will first be assigned to those drivers who currently have fewer hours assigned to them than is stated on their current year personnel action form (PAF) due to a loss of a regularly assigned run or during shortened work weeks, i.e. less than five paid days including paid holidays, extra runs will be used to fill in hours missed due to the shortened week. Further, the Transportation Supervisor is not required to offer an extra run if it would put the driver into an overtime situation. Substitute drivers will not be offered extra trips over two (2) hours unless no other driver has accepted the extra trip.
 - i. Trips that occur over the December, February, April or Summer breaks shall be assigned by seniority. The Transportation Supervisor is not required to offer a run to a driver that would be put into an overtime situation.
- b. Drivers will be paid a minimum of two hours for extra trips, unless the extra trip is added onto a driver’s regular run in which case the driver shall be paid as a one continuous trip with no less than one (1) extra hour of time. Trip slips will indicate, in advance, if the trip is a drop off only or round trip run. If the trip slip indicates that it was a round trip, and the driver is sent back with a

drop off only, the driver shall be paid as if it was a round trip unless the driver voluntarily worked less time.

- c. The minimum notice for cancellation of an extra trip or modification of an extra trip must be given to the driver 36 hours prior to the scheduled departure of the trip or the trip will be paid the reasonable amount as if the trip occurred. Extra trips will not be paid if cancelled due to inclement weather or other emergency.

42.4 Holiday Pay, Half Day and School Cancellation Pay

- a. A Driver's holiday pay will be equal to the amount he or she would have been normally been paid that day, unless the holiday falls within a shorter pay period, i.e. less than 10 paid contract days in the two week period. In that event, the driver shall be paid the maximum number of hours he or she would have worked under his or her PAF. For example, if the driver's highest number of PAF hours on work day is six (6) he or she shall be paid for six (6) hours even if normally that day the driver would have only worked four (4) hours. In no case shall the total number of hours paid, inclusive of holiday time, exceed the driver's normal PAF total work hours for the week, unless the overage is due to extra trips not PAF hours.
- b. On half days, drivers who have both a high school and a K8 run shall be paid either as continuous time or as separate runs, whichever is less.
- c. In the event of a late cancellation, bus drivers who have reported to work at their regularly scheduled time will be paid for their time worked or a minimum of one (1) hour whichever is greater.

42.5 Seniority

Driver seniority is calculated based solely on the driver's date of hire. All other seniority language is as stated in the collective bargaining agreement.

42.7 Van Drivers

Van Drivers, who are not assigned a bus route and who therefore are not required to have a CDL to perform the essential duties of their position, are subject to a different compensation schedule than the bus drivers who are required to have a CDL. Van drivers who are being paid under the current bus driver pay scale as of July 1, 2012, are grandfathered from this provision. If a van driver who does have a CDL is used as a sub driver, he or she will receive

the then current bus driver hourly rate. Van Drivers, who are not grandfathered, will be paid at the No CDL/Training Rate as outlined in Appendix C.

42.8 Posting of Openings

Open positions will be posted as follows:

- A. Positions that become open that contain a regular run (4 hours (2 am and 2 pm) and an extra regular run, can be split and posted for current drivers to pick up an extra run and a regular run posted for any internal or external run. Extra runs need to fit within the driver's current schedule.
- B. All other, requirements as provided in the collective bargaining agreement.

42.9 Transportation Supervisor and Unit Vice President Meetings

The Transportation Supervisor and the Bus Driver Unit Vice President will meet no less than once per month, unless otherwise mutually agreed, to review driver hours and trip assignment to reach mutual understanding of appropriate implementation of the provisions of this article. The two will also meet to review unit and management concerns as needed to resolve issues informally when possible.

43. MEDICAL EXAMINATIONS

- 43.1 Any reasonable request by the Board that an employee have a medical examination, immunization, x-ray, or other medical procedure shall be performed by a physician of the employee's choice, with the cost of such medical services to be borne by the Board. An employee's immediate supervisor may, with the consent of the Administration, request that an employee submit to a physical or psychiatric examination at any time the supervisor has reason to believe that the employee's health is such as to create a condition of jeopardy to the school program or to the well-being of students and other school personnel.
- 43.2 Any time that the Board has reason to believe that an employee's health is such that additional medical information is needed to determine that there is no jeopardy to the school program or to the well-being of the employee, students or other school personnel, said employee may be required to submit to a medical examination by a physician or other health care provider of the Board's choice and at the expense of the Board. Said employee shall sign a medical authorization form for the release of the results of such examination to the Board as noted herein.
- 43.3 Copies of all such medical reports noted herein shall be sent by the physician or other health care provider to the employee and the Superintendent. The Superintendent shall treat such information in strict confidence.
- 43.4 Bus Drivers will obtain all DOT required physical examinations and drug screenings as required by then current law. Failure to pass or comply with the requirement may result in suspension or termination.
- 43.5 Bus drivers will be paid their usual hourly rate for the time associated with random drug testing. Drivers are to report immediately to the testing site upon notification of selection for testing and during their regularly scheduled work shift to minimize extra hours being paid to the driver beyond their normal work hours. The process and location for such testing will be as determined by the Board or its designee.

44. MISCELLANEOUS

- 44.1 No supervisor may alter the time sheets of an employee without first meeting with the employee to discuss the reasons for the proposed alteration under consideration.
- 44.2 Equipment
- a. Employees shall not be required to locate, borrow, or provide tools and equipment on their own for school employment.
 - b. Employees will receive appropriate orientation by the supervisor as to the use of any equipment that must be used in the course of their job duties.
- 44.3 Distribution of Collective Bargaining Agreement
- a. Copies of this agreement shall be available to returning staff in pdf or other appropriate searchable electronic format on the District website as soon as is practicable after the agreement is signed by the Negotiator for the Board and the Negotiator for the Association.
 - b. One (1) original and fully executed copy shall be provided to the Association for its records.
 - c. The Board shall provide fifteen (15) printed copies to the CVEA.
 - d. New Hires will receive directions on how to electronically access the contract when they complete the district paperwork.
- 44.4 The Association may have up to two (2) seats on the Program/Leadership Council or the equivalent, which serves as an advisory arm to the principal. This is a voluntary position and will not require additional pay beyond the employee's normal PAF hours.
- 44.5 Unless otherwise specifically provided for elsewhere in this agreement (such as Article 7 Grievance Procedure), if any of the specified dates in this agreement, such as those listed in Article 13 Letters of Intent & Personnel Action Forms (PAF) fall on a Saturday or Sunday, the date shall become the Monday immediately following the due date, unless that date is a holiday, in which case the due date will become the Tuesday immediately following the due date.

- 44.6 Unless otherwise agreed in writing, neither party shall be permitted or required to re-open any terms of this agreement, with the following exceptions:
- a. Either party can re-open the agreement for successor contract negotiations pursuant to Article 47.
 - b. Either party can re-open the agreement if any of the group health plans currently offered by the Board becomes unavailable due to mandates of state or federal law.
 - c. Either party can re-open the agreement if either the State of Vermont or the federal government mandates a public funding mechanism for health insurance that mandates participation by the Board or its employees, including but not limited to a payroll tax on employers or employees.
 - d. If either party exercises the option to re-open the agreement pursuant to subsections (b) or (c) above, the scope of the negotiation shall be limited to health insurance benefits, including alternative health insurance coverage, the cost of alternative coverage for the Board and the employees, and the impact of any change in coverage on the Board's budget and employee wages.

45. SEVERABILITY

- 45.1 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.

46. EFFECT OF AGREEMENT

- 46.1 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 matter whether or not covered by this Agreement.

47. DURATION

- 47.1 This Agreement shall be effective July 1, 2020 through June 30, 2021.
- 47.2 In the event that notice to terminate or modify this agreement is provided according to Article 6, the parties shall thereafter meet at a mutually agreeable time to commence negotiations. At the first such negotiating session, the party providing said notice shall present its complete set of bargaining demands to the other party.

A. ACKNOWLEDGEMENT OF ARBITRATION

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

B. JOB LEVELS AND CATEGORIES

APPENDIX B1		
UNIFIED SUPPORT STAFF UNIT		
JOB LEVELS & CATEGORIES		
2020-2021		
Instructional Support Positions		

Level	Position	Bumping & Recall Rights by Category
1	Instructors	Within Level 1 (Instructors) Instructional Area Only
2	Learning Center Coordinator	Within Level 2 (Learning Center Coordinators) and Level 9 (Program Assistant: Learning Center Only) Only
3	Library Media Assistant	Within Level 3 Library Media Assistant Only
4	Media Coordinator	Within Level 4 (Media Coordinator) Only
5	Paraeducators: Intensive	Within Level 6 Non-Intensive Paraeducator or Level 5 Intensive Paraeducator Only
6	Paraeducators: Non-Intensive (Special Ed and General Ed)	Within Level 6 Non-Intensive Paraeducator Only
7	Planning Room Directors	Within Level 7 Only or Level 6 (Non-Intensive Paraeducator) or Level 5 (Intensive Paraeducator) Only
8	Program Assistants	Within Level 6 Non-Intensive Paraeducator or level 5 Intensive Paraeducator or Level 8 Program Assistant Only
9	Specialist	Within Level 9 Specialty Area Only (Behavior, Lab School, Library/Media,
10	Perm. Building Subs	Within Level 10 (Perm. Building Subs) Only
11	Tutor	Within Level 11 Specialty Area Only in Level 11 (Tutor) or Level 6 (Non-Intensive Paraeducator), Level 5 (Intensive Paraeducator) or Level 4 (Program Assistant) Only

Building/School Operations Positions

Level	Position	Bumping & Recall Rights by Category
A	Administrative Assistants & Secretaries	Within Level A Only
B	Bus Drivers	Within Level B Only
C	Campus Supervisors	Within Level C Only
D	Computer Technician	Within Level D Only
E	Custodians	Within Level E Only
F	Maintenance	Within Level F Only
G	Food Service	Within Level G Only
H	Head Cook	Within Level H Only
I	Health Office Assistant	Within Level I Only
J	Software Technician	Within Level J Only

C. WAGES

APPENDIX C1		
BUS DRIVER UNIT WAGES		
2020-2021		
Rate Category		2020-2021
No CD/Van Driver/Training Rate		\$ 23.06
0 to 1 Year of Service	(New to CVSD)	\$ 24.82
1 to 20 Years of Service	(Returning Employee)	\$ 28.03
20+ Years of Consecutive Service*	(Returning Employee)	\$ 30.57
* Drivers receiving the 20+ rate as of 6/1/2012, will continue to do so.; All others must have 20 years of consecutive service.		

APPENDIX C2

UNIFIED CVSD SUPPORT STAFF UNIT WAGES

2020-2021

Non-Intensive Paraeducators, Perm. Building Subs, Library Assistants (Non-Specialists) & Clerical Pool (CVU Only)

Degree			Associates		Bachelors	Licensed Teacher	Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 14.28	\$ 14.41	\$ 14.54	\$ 14.67	\$ 14.81	\$ 14.94	\$ 15.07	\$ 15.21	\$ 15.35	\$ 15.49	\$ 15.62	\$ 15.76	\$ 15.91

**Intensive Paraeducators
Program Assistants**

Non-Intensive vs. Intensive Differential \$3.00

Degree			Associates		Bachelors	Licensed Teacher	Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 17.28	\$ 17.41	\$ 17.54	\$ 17.67	\$ 17.81	\$ 17.94	\$ 18.07	\$ 18.21	\$ 18.35	\$ 18.49	\$ 18.62	\$ 18.76	\$ 18.91

**Specialists
Learning Center Coordinators
Media Coordinators**

Intensive vs. Specialist Differential \$4.50

Degree			Associates		Bachelors	Licensed Teacher	Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 21.78	\$ 21.91	\$ 22.04	\$ 22.17	\$ 22.31	\$ 22.44	\$ 22.57	\$ 22.71	\$ 22.85	\$ 22.99	\$ 23.12	\$ 23.26	\$ 23.41

Campus Supervisors

Degree			Associates		Bachelors	Licensed Teacher	Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 18.35	\$ 18.51	\$ 18.67	\$ 18.83	\$ 19.00	\$ 19.17	\$ 19.35	\$ 19.53	\$ 19.71	\$ 19.89	\$ 20.07	\$ 20.22	\$ 20.46

Software Technicians

Degree			Associates		Bachelors	Licensed Teacher	Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 20.55	\$ 20.73	\$ 20.91	\$ 21.09	\$ 21.28	\$ 21.49	\$ 21.67	\$ 21.89	\$ 22.08	\$ 22.29	\$ 22.51	\$ 22.71	\$ 22.93

Administrative Assistants													
Degree			Associates		Bachelors	Licensed Teacher	Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 16.83	\$ 16.98	\$ 17.15	\$ 17.31	\$ 17.48	\$ 17.63	\$ 17.79	\$ 17.95	\$ 18.13	\$ 18.28	\$ 18.46	\$ 18.62	\$ 18.79
Instructors													
Degree			Associates		Bachelors	Licensed Teacher	Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 27.16	\$ 27.44	\$ 27.71	\$ 27.99	\$ 28.26	\$ 28.55	\$ 28.84	\$ 29.12	\$ 29.41	\$ 29.71	\$ 30.00	\$ 30.30	\$ 30.61
Food Service													
Degree			Associates		Bachelors		Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 13.32	\$ 13.44	\$ 13.57	\$ 13.69	\$ 13.82	\$ 13.94	\$ 14.06	\$ 14.17	\$ 14.29	\$ 14.42	\$ 14.53	\$ 14.66	\$ 14.78
Head Cook													
Degree			Associates		Bachelors		Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 14.29	\$ 14.41	\$ 14.53	\$ 14.66	\$ 14.78	\$ 14.83	\$ 15.02	\$ 15.13	\$ 15.25	\$ 15.38	\$ 15.49	\$ 15.61	\$ 15.74
Custodians													
Degree			Associates		Bachelors		Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 15.19	\$ 15.32	\$ 15.44	\$ 15.57	\$ 15.69	\$ 15.83	\$ 15.96	\$ 16.10	\$ 16.24	\$ 16.37	\$ 16.52	\$ 16.66	\$ 16.80
Maintenance													
Degree			Associates		Bachelors		Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 16.15	\$ 16.27	\$ 16.40	\$ 16.52	\$ 16.64	\$ 16.78	\$ 16.91	\$ 17.06	\$ 17.19	\$ 17.32	\$ 17.47	\$ 17.61	\$ 17.75

Health Office Assistant (Licensed LPN)													
Degree			Associates		Bachelors	Licensed Teacher	Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 27.39	\$ 27.63	\$ 27.88	\$ 28.14	\$ 28.39	\$ 28.65	\$ 28.93	\$ 29.20	\$ 29.48	\$ 29.76	\$ 30.05	\$ 30.33	\$ 30.62
Planning Room Director													
Degree			Associates		Bachelors	Licensed Teacher	Masters						
Years of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12
2020-2021	\$ 21.93	\$ 22.05	\$ 22.19	\$ 22.31	\$ 22.44	\$ 22.58	\$ 22.70	\$ 22.85	\$ 22.98	\$ 23.11	\$ 23.25	\$ 23.39	\$ 23.54

D. PROFESSIONAL DEVELOPMENT POOL PROCEDURES & REQUEST FORM

The Committee reserves the right to approve or reject requests. If approved, full or partial funding may be awarded.

Tuition costs for approved courses may be prepaid by the District (full or partial tuition). Costs related to workshops and conferences shall be reimbursed upon proof of the completion and/or attendance as applicable, unless prepayment is approved by the Administration. If prepayment is made, the employee will be required to reimburse the District through payroll deductions if they fail to attend or complete the course or workshop.

Applications for approval will only be accepted during the following time periods:

Fall Applications will occur during the month of October
Decisions will be made by November 15.

Winter Applications will occur during the month of January
Decisions will be made by February 15.

Spring/Summer Applications will occur during the month of April
Decisions will be made by May 15.

Individual schools may adopt a monthly review process if they so desire, however, a minimum of three application periods will occur and no more than 10 applications periods will be permitted during a contract year.

See Article 18 of the collective bargaining agreement for more details.

Criteria for approval will be based on:

- Number of applications.
- Total cost of the applications.
- Relevance to employee's job assignment and/or the school action plan.
- Past Professional Development funding to the employee.

CHAMPLAIN VALLEY SCHOOL DISTRICT

REQUEST FOR PROFESSIONAL DEVELOPMENT FUNDS

To: Support Staff Professional Development Committee

From: _____ Date: _____

I request funding for the following course/workshop:

Name of Course/Workshop _____

Dates _____

Attach conference/workshop information.

How is this related to your job assignment and/or the School Action Plan:

Would you take this course if only partial funding is provided? _____

Total Fees: _____

_____ Approved _____ Amt. Approved

_____ Not Approved

Signature: _____ Date: _____
Association Committee Member

Signature: _____ Date: _____
Administration Committee Member

E. SERIOUS MEDICAL CONDITIONS

A “serious medical condition” means an illness, injury, impairment, or physical or mental condition that:

1. Poses imminent danger of death; or
2. Requires inpatient care in a hospital, hospice, or residential-medical care facility; or
3. Requires continuing in-home care under the direction of a physician; or
4. Requires continuing treatment by or under the supervision of a health care provider in one of the following five circumstances (a. – e.):
 - a. For a period of incapacity of more than three (3) consecutive calendar days that also involves:
 - (1) Treatment two (2) or more times by or under the supervision of a health care provider; or
 - (2) Treatment by a health care provider on at least one (1) occasion resulting in a regimen of continuing treatment under the supervision of the health care provider.
 - b. Any period of incapacity due to pregnancy or for prenatal care;
 - c. Any period of incapacity or treatment due to a chronic serious health condition. A chronic serious health condition is one which:
 - (1) requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
 - (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - (3) May cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy).

- d. A permanent or long-term period of incapacity for which treatment may not be effective (e.g. stroke, Alzheimer's);
- e. Any period of absence to receive multiple treatments including any period of recovery there from (e.g. chemotherapy, physical therapy, kidney dialysis).

F. SAFETY PROTOCOLS

The following are the protocols in place effective immediately at all Champlain Valley School District schools for all employees, including student teachers and adult volunteers.

1. When an employee (as described above) believes that his/her life or safety has been threatened by a student or students, the employee shall notify a school administrator as soon as possible and provide him/her with oral/written information about the threat. The administrator may require information in writing from the employee at some point during the investigation but may not require it before processing the incident with the student. All efforts shall be made to maintain the safety of the employee and his/her work environment.
2. If the administrator receives this information during the regular school day, s/he will immediately remove from the employee's work environment the student or students allegedly responsible for making the threats and notify the student's or students' parents/guardians.
3. If as a result of the investigation the student or students are found to have issued a threat to the employee's safety or life in any form (written, oral, or through gestures, etc...), the student or students will be administered consequences consistent with the school's discipline procedures for major offenses. These may include but not necessarily be limited to in-school and/or out-of-school suspension, formal apology to the employee, and notification/involvement of law enforcement personnel or other agencies deemed appropriate by the administrator.
4. The consequences designated by the administrator shall be successfully completed prior to the student's or students' admission back to the employee's work environment. The administrator shall also meet with the employee to determine if other measures are necessary for the restoration of his/her feelings of safety in regard to contact with the student(s) or his/her work environment.
5. These protocols may be reviewed and revised as needed and changes to them will be communicated to all staff electronically and/or in writing.

G 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

Article I. Recognition:

1.1 In accordance with 16 V.S.A. Chapter 61 (Act 11 of the 2018 Special Session of the Vermont General Assembly) (hereafter Act 11) , the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by Act 11. The five publicly elected school board member Commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by Act 11. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission on Public School Employee Health Benefits (Commission).

Article II. Definitions:

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

a) **Licensed Teachers:** Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).

b) **Licensed Administrators:** Employees of Vermont school districts and supervisory districts (District Employees) providing employment

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

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

Article III. Scope of Bargaining:

3.1

a) Determining eligibility for health benefit plans and tiers of coverage for school employees;

b) Standardizing the duration of health insurance coverage during a term of employment;

c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time.

d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees;

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

Article IV. Plan Offerings:

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4.1 All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative

(VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.

Article V. Eligibility for Health Benefit Coverage:

5.1 Beginning on January 1, 2021, all public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with an employer subsidy to pay for premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans (e.g., Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

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

5.3 Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a

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health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.

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

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

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

Domestic Partner/Child(ren) of Domestic Partner

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

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

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Neither the employee nor the domestic partner is married to anyone; and The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and

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

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

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

Child[ren] of Domestic Partner:

The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and

The child[ren] resides with the employee and the domestic partner; and The employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

5.7 Duration of Insurance Availability: the health insurance offered under this Document shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect a district or the applicable bargaining unit from negotiating

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continuing responsibility for COBRA payments in connection with any separation from employment.

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

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

6.2 For all Other School Employees: The premium split for support staff will be status quo in the separate districts through December 31, 2021, but in no case shall exceed twenty (20%) percent of Gold CDHP or Silver CDHP plan for any tier of coverage. Beginning on January 1, 2022 all support staff who are not at the 20% premium contribution level will increase the employee contribution by not more than two (2%) percentage points, not to exceed twenty (20%) percent for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

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

7.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of- pocket (OOP) costs with first dollar contributions through a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of

coverage; for support staff \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP any other VEHI plan. For employees enrolled in the VEHI Silver CDHP, employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators: \$2100 for a single tier and \$4200 for all other tiers; for support staff \$2200 for a single tier and \$4400 for all other tiers.

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

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

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

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contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.

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

Article IX. General:

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

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

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

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Article X. Duration of Statewide Document:

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

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

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

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

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

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