

Master Agreement
Between the
Boards of School Directors
of the
Central Vermont Supervisory Union
Paine Mountain School District
and the
Echo Valley Community School District
and the
Central Vermont Education Association
Teachers Unit
School Years 2020-2023

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PREAMBLE

The Parties enter into this Agreement in order to effect the provisions of VSA Title 16, Chapter 57 of the Vermont Statutes Annotated, to encourage and increase effective and professional working relationships between the Paine Mountain School District, the Echo Valley Community School District and the Central Vermont Supervisory Union (“CVSU or Supervisory Union”) Boards of School Directors (hereinafter referred to individually or collectively as the “Board” or “Boards”) and its professional Employees represented by the Central Vermont Education Association, affiliated with the Vermont-NEA/NEA (hereinafter referred to as the “Association”) and to enable the professional Employees more fully to participate in and contribute to the development of policies dealing with salaries, related economic conditions of employment, procedures for processing complaints and grievances relating to employment, and any mutually agreed upon matters not in conflict with the statutes and laws of the State of Vermont, so that the cause of public education may best be served in the respective School Districts and the Central Vermont Supervisory Union.

ARTICLE I
RECOGNITION

1.1 The Boards recognize the Association for the purpose of collective negotiations, pursuant to VSA Title 16, Chapter 57 of the Vermont Statutes Annotated, as the exclusive representative of a unit consisting of all professional personnel of the Paine Mountain School District, the Echo Valley Community School District and the Central Vermont Supervisory Union licensed as teachers by the State of Vermont, and under contract as teachers, excluding administrative personnel as defined by VSA Title 16, Chapter 57.

1.2 Right to Designate

Despite reference in this contract to the Boards or the Association, as such, each reserves the right to act hereunder by committee, or through a designated representative. The Superintendent may act through a designated representative.

1.3 Unless otherwise indicated, the persons in the above unit will be referred to as “Employees” or “members of the bargaining unit”. Reference to any gender will include all genders.

ARTICLE II
RIGHTS OF THE ASSOCIATION

2.1 Use of Facilities and Equipment

The Association shall have the right to use such facilities and equipment as are normally located for Employee use within the schools, and the right to transact business on school property, provided that such use does not interfere with normal school activities.

2.2 Communications for the Association

Subject to reasonable regulation by the School Board, the Association or its representatives shall have the right to use institutional bulletin boards, mail boxes or other communications media, and may also use school facilities at reasonable times for the purpose of meetings, all as provided by 16 V.S.A., Chapter 57, provided that such use shall not disrupt normal school operations.

2.3 Association Meeting Time

The Association, upon request, shall be granted time at the end of each elementary, middle, high school and district meeting. The Association may decline to use such time.

2.4 Standing to Address Board

A representative of the Association will have standing to address the Board at any public meeting regardless of the representative's town of residence.

2.5 Development of School Calendar

The Association may appoint a committee not to exceed three (3) Employees to provide input to the Superintendent in written or oral form. If a meeting is desired, the Association will advise the Superintendent not later than December 1 of the preceding school year so that the meeting may be scheduled in a timely manner. The school calendar adopted by the Superintendent shall be final.

2.6 New Hires

When a new Employee is hired, the Superintendent will provide that new Employee's name, position and placement on the salary schedule to the Association in writing within thirty (30) days of date of hire.

ARTICLE III **RIGHTS OF THE BOARDS**

It is herein agreed that except as specifically and directly modified by express language in a specific provision of this Contract, each Board retains all rights and powers that it has or may hereafter be granted by law and may exercise such powers at its discretion.

ARTICLE IV
GENERAL

4.1 Distribution of this Agreement

This Agreement will be posted on the Supervisory Union website in a secure searchable format. Each newly hired Employee will receive a hard copy of this agreement.

4.2 Written notices to the Parties

Any notice given by one party to the other under this Agreement will be hand delivered. Whenever notice to the Boards is provided for in this Agreement, such notice shall be addressed to the Chairs of the Boards of School Directors, c/o Superintendent of Schools. Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President(s) of the Association. A signed receipt will be provided by the designated person receiving the notice. The receipt will include the date and time of delivery and the signature of the person receiving said notice.

4.3 Faculty and Staff Handbook

The administration will give all staff the opportunity to provide feedback prior to the end of the current school year for the faculty and staff handbooks to be used in the subsequent school year. The final version of the faculty and staff handbook will be posted on the Supervisory Union website in a searchable PDF format. A printed copy will be given to all newly hired Employees.

4.4 Job Postings

Employees will be informed of all job openings within the bargaining unit, either through the creation of a new position or a vacancy in an existing position which a Board intends to fill. The vacancy will be posted in each school building within the Supervisory Union and advertised externally unless filled with an internal candidate. Members of the bargaining unit who apply for said openings will be considered for voluntary transfer into said position, along with the application of any other individual who applies for said position.

4.5 Non-Discrimination

Neither the Boards nor the Association shall interfere with, restrain, coerce or discriminate in any way against or in favor of any Employee engaged in activities protected by Title 21 V.S.A., Chapter 22. Further, the Boards and the Association agree that there will be no illegal discrimination in the application of the Agreement on the basis of race, color, religion, national origin, age, gender, sexual orientation, gender identity, ancestry, place of birth, marital status, or any qualified person with a disability.

ARTICLE V
NEGOTIATIONS

5.1 Intent to Negotiate

Not later than October 15th of the school year in which this Agreement expires, the Boards agree to enter into negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement pursuant to VSA Title 16, Chapter 57.

5.2 Initial Meeting

At the initial meeting, the negotiating teams will discuss the procedural ground rules to be followed during subsequent negotiating meetings.

5.3 Relevant Data and Outside Consultants

When available, prior to and during negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants or may call upon professional and lay representatives to assist in negotiations.

5.4 Ratification

Changes to this agreement agreed to by the parties will be reduced to writing and submitted to ratification by the Boards and the Association.

5.5 Subjects of Negotiations

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matters whether or not covered by this Agreement. However, by mutual written agreement of both parties, negotiations may be reopened on any specific section of this Agreement.

5.6 Good Faith

Negotiations shall take place in good faith in order to reach agreement upon the successor Contract.

5.7 Exclusivity

The Boards agree not to negotiate or otherwise deal with any teachers' organization other than the Association identified in Article I except as permitted by law.

ARTICLE VI
RIGHTS OF THE EMPLOYEE

6.1 Contract Renewal

No Employee who has successfully completed a probationary period will fail to have that Employee's contract renewed, be disciplined or reprimanded, suspended or dismissed, or be denied a negotiated salary increment otherwise applicable to members of the bargaining unit without just cause.

6.2 Dues Deduction

When authorized in writing by an Employee the Boards shall cause Association dues to be withheld on a regular basis. Once submitted, such authorization shall remain operative until rescinded in writing by the Employee.

6.3 Personnel Files

One (1) confidential official Employee personnel file shall be kept in the Central Administrative Office.

An Employee may submit relevant information to the Superintendent for inclusion in the Employee's personnel file. The Superintendent will inform the Employee in the event the material submitted is not placed in the Employee's file, and will provide the reasons therefore.

No material derogatory to an Employee's conduct, services, character, or personality will be placed in the Employee's personnel file unless the Employee has had an opportunity to review such material. The Employee will acknowledge that the Employee has had a chance to review such material by affixing a signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee will also have the right to submit a written answer to such material and this answer will be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy.

6.4 Employee Review of Personnel File

An Employee shall have the right, during regular office hours and under reasonable procedures as established by the Superintendent, to periodically review the Employee's personnel file exclusive of personal references, within (3) school days of the Employee's request. Upon such review, an Employee may receive a single copy of any document contained therein not previously provided to the Employee, exclusive of personal references. Materials may be removed by mutual agreement between the Employee and the Superintendent, but the final decision to remove shall be at the discretion of the Superintendent.

6.5 Complaints

Any complaint regarding an Employee's performance or conduct which is made to any member of the administration by any parent, student or other person and which is used in any manner in evaluating or disciplining an Employee and/or which is placed in the Employee's personnel file will be promptly investigated and called to the attention of the Employee prior to any disciplinary action(s) being taken by the administration and/or the Boards. In the event that a complaint brought against an Employee requires the Superintendent or designee to conduct an investigation the Employee may be placed on paid administrative leave. If disciplinary action is contemplated, the Employee will be given a detailed description of the source and the nature of the complaint and have an opportunity to respond to and/or rebut such complaint and shall be afforded due process.

If the complaint is made by or on behalf of a student, the Superintendent may withhold identifying information. In such situation there shall be no reference to any such complaint in the Employee's personnel file, nor can the complaint serve as the basis of disciplinary action against the Employee, except as follows: If the Superintendent decides to withhold identifying information of a student complaint the Superintendent may investigate and, if corroborating information is obtained to support the student's complaint, the separately obtained corroborating information may be placed in the Employee's personnel file and or be the basis for discipline. No reprisal of any kind will be taken by the Employee, the Association or any other person against any complainant, witness, administrator, or any other individual involved in this process.

6.6 Representation

Whenever any Employee is required to appear before the Principal, the Superintendent, or a School Board, concerning any formal charge, the Employee shall be given prior written notice of the reason(s) for such a meeting or interview and shall be entitled to have legal counsel or representation from the Association present to advise and represent the Employee during the meeting or interview. If the Employee elects to be represented by legal counsel the Superintendent will be given advance notice. In that event an Association representative may attend the meeting to protect the interests of the bargaining unit.

If during a conference with the Principal, the Superintendent, or a Board, an Employee feels that the matter(s) under discussion could adversely affect the Employee regarding the Employee's position, the Employee's conditions of employment, and/or result in disciplinary measures, the Employee shall be entitled to a break, upon the Employee's request, as necessary to obtain assistance from the Association or its affiliates to advise and represent the Employee at the conference.

6.7 Co-Curricular Performance

All co-curricular assignments shall be governed by the terms of an individual contract for the co-curricular activity. An Employee shall not have a right to renewal of a contract for a co-curricular assignment.

An Employee's performance in the Employee's contracted teaching assignment will not be evaluated on the basis of the Employee's work in a co-curricular assignment. The Parties understand and agree that misconduct by an Employee in a contracted co-curricular assignment may provide just cause for disciplinary action which impacts the Employee's co-curricular contract status, contracted teaching status, or both.

6.8 Use of Personal or School Vehicles

Any Employee may refuse to use his or her personal vehicle for transporting people without prejudice, unless such transportation is a condition of employment. No Employee shall use their personal vehicle to transport a student or students at any time absent written consent from the parent(s) or guardian(s) of the student(s) and prior permission of the Superintendent. No Employee will be asked to transport a single student unless there is another staff member present, or unless an audio/visual recording device is installed in the school vehicle and the period of transport is recorded in its entirety. No Employee will transport more than six people including themselves in a school vehicle at any time.

6.9 Administration of Medicine; Delegation of Protocol Requirements

No Employee will be required to administer medications to any student. No Employee will administer medication to a student without the knowledge of the administration and the written consent of the student's parent or guardian. An Employee shall not administer medication without having completed the appropriate training for delegation protocols offered by a member of the Nursing Department.

Should an Employee voluntarily agree to administer medication to a student at the request of the administration, the District or Supervisory Union will indemnify the Employee providing that service. Nothing herein is intended to alter or negate the obligation of school personnel to render assistance to students in an emergency situation which presents a danger of death or serious injury to the student.

6.10 Deductions from Payroll

When authorized in writing by an Employee, the Boards agree to administer payroll deductions for the Districts' 403B Programs, S.95 Employee Savings Plan and direct deposit options offered by the Boards.

ARTICLE VII **TEACHER EVALUATION**

7.1 Purpose of Evaluation

Supervision and evaluation is linked to a continuous process to maintain a highly-qualified and competent Faculty by promoting the professional growth and development of all members of the school community. The Association and the Boards are committed to a process of evaluation that

promotes high-quality teaching, professional development, best practices, and a collegial work environment. The purpose of the supervision and evaluation process is to improve teacher effectiveness using a professional framework in which the Teacher and the evaluator work cooperatively in order to reach District and Supervisory Union goals.

7.2 Evaluation of Probationary and Non-Probationary Faculty

Newly hired Employees will serve a two (2) year initial probationary period. Employees in an initial probationary period will receive two (2) written evaluations during each probationary year of employment.

All Employees who have completed the initial probationary period will receive an evaluation according to the requirements outlined in the adopted Central Vermont Supervisory Union evaluation instrument.

The schedule and format requirements of an observation cycle will be defined by the Supervisory Union's adopted evaluation instrument.

7.3 Evaluation System

A CVSU evaluation instrument will be developed by the Administration. Any evaluation system used by the district or Supervisory Union must be in writing and made known to Employees. Future Amendments to the adopted CVSU evaluation instrument will be subject to review and recommendations by a committee appointed by the Superintendent. The Association will be informed of the creation and composition of such committee. The Superintendent will consider all recommendations of the committee before adopting any changes.

7.4 Evaluation Methods

All monitoring or observation of work performance of an Employee for purposes of a formal evaluation will be conducted openly and with full knowledge of the Employee. Covert methods will not be used for formal or informal observation of teaching performance.

7.5 Documentation

All Employees will receive written documentation pertaining to teaching performance. Reasonable efforts shall be made to provide that documentation within ten (10) school days from the date of an observation or evaluation. Employees will receive their summative evaluation reports in accordance with the timelines of the adopted evaluation process. No written evaluation report will be submitted to the Central Office, placed in the Employee's file, or otherwise acted upon without prior conference with the Employee if requested by the Employee or the Administration. No Employee will be required to sign a blank or incomplete evaluation form.

7.6 Conferences

Any report generated by post-observation conference or an evaluation conference will be shared with the Employee. The Employee and the administrator shall sign the report, indicating that the report has been seen by the Employee and discussed with the administrator. Such signatures shall not be construed to indicate either agreement or disagreement with the contents of the evaluation report. The Employee will be provided a copy of the evaluation report resulting from the conference.

7.7 Response to Evaluation

The Employee shall have the right to submit a written response to any evaluation. This response shall be signed and dated by both the Employee and the appropriate administrator. The Employee's response shall be attached to and become a part of the file copy.

7.8 Focused Assistance/Support

Any Employee whose performance is considered unsatisfactory will be alerted through conferences and in writing by the school administration as soon as possible, and no later than January 15th. Such written notice will identify the specific problem area(s) still in need of improvement and the Employee will be given assistance by an administrator. The Employee will be placed on a focused assistance plan and will be given forty (40) school days to remediate the stated problem area(s). The length of the focused assistance plan may be extended by the Superintendent upon recommendation of the evaluating administrator. A final decision will be rendered no later than April 10 (for teacher whose focused assistance plan is not extended) or May 15 (for teacher whose focused assistance plan is extended) on whether or not the Employee will receive an offer of employment for the succeeding school year.

The above provision does not prevent the Administration from developing a support plan to improve the performance for any Employee if it is determined by the evaluator, that the Employee does not demonstrate proficiency in one or more components of the evaluation.

7.9 Non-renewal, suspension or dismissal

Grounds and Procedures for non-renewal, suspension and dismissal of an Employee shall be consistent with the provisions of VSA Title 16, Chapter 53, Section 1752.

ARTICLE VIII
SCHOOL YEAR

8.1 Work Year

For the purpose of this contract the period of an Employee's service shall be one hundred eighty-five (185) days. The work year shall consist of such in-service and student attendance days as determined by the Board and Superintendent.

8.2 Work Week

Unless otherwise provided in this Agreement or mutually agreed upon by the Boards and the Association, the workweek for Employees will consist of days Monday through Friday and shall not include legal holidays as established by the school calendar, Saturdays or Sundays, or student vacation days.

The administration will make a good faith effort to set schedules for part time Employees which will keep the number of days employed per week to the minimum (i.e., .8 FTE = 4 days/week to equal 80% of the number of days).

8.3 In-Service Days

Not less than ½ day shall be available for Employee-directed professional activities prior to the start of student days at the beginning of the school year and not less than ½ day shall be available for Employee-directed professional activities following the end of the student school year.

A. Schedule

In-service days may be scheduled prior to, during, or immediately following the school year. With the exception of New Teacher Orientation, no teacher in-service shall be scheduled more than three (3) week days prior to the first student day or more than three (3) week days after the last student day.

In-service programs will be planned in advance by the Administration. The Parties agree that with the exception of the day before Town Meeting Day, in-service days are not to be scheduled during those student vacation days which occur in December, February, and April. In the event of an unexpected closure that results in the loss of a student day, the administration may convert a scheduled in-service day or a single holiday into a student day.

B. Parent-Teacher Conferences

One (1) in-service day will be used for student goal setting/parent conferences yearly. The Superintendent may assign a second (2nd) in-service day yearly for student goal setting/parent conferences.

C. Notice of In-Service Days

Notification of the dates for in-service days shall be by school calendar. Whenever possible, the administration shall provide Employees with at least five (5) working days' notice of any changes to the in-service schedule.

D. Pro-rata Time

Duties and meeting as described in Article 9, 9.6, and Employee-directed days of in-service will be assigned pro-rata for the actual time for which Employees are employed.

- E. Part-time Employees may be required to attend the opening day in-service and any other in-services planned by the Administration, and when such attendance is required, they will receive per diem compensation for time worked beyond the Employee's regular pro-rata schedule.

ARTICLE IX
TEACHING HOURS AND ASSIGNMENTS

9.1 Definitions

The terms "instructional day" and "student day" are defined as that portion of the school day when students are required to be in attendance. The length of the instructional day will be determined by the administration with the approval of the Board. Except as modified by other provisions of this contract, the work day for a full-time Employee shall be defined as seven (7) hours and thirty (30) minutes which shall be scheduled consecutively each day.

However, in a given temporary emergency situation (e.g. fire, bomb scare, or catastrophe) an Employee may be requested or required to extend the Employee's workday beyond the terms of this article in order to attend to student needs.

9.2 Professionalism

The parties agree that teachers are professional Employees who are committed to excellence and the best possible outcomes for students.

9.3 Additional Meeting Time

Notwithstanding the provisions of Section 9.1, full-time (1.0 FTE) Employees will be required to be in attendance for not more than eight and one-half (8.5) hours one day each week, with remaining days in the week requiring Employees to be in attendance for no more than seven and one-half (7.5) hours daily. Not more than four (4) 8.5-hour days per month will be scheduled. The purpose of the additional 1.0 hour is to have time for professional faculty meeting during which there shall be collective professional development and educational collaboration of the staff. The specific day will be determined and advance notice of such given by the administration. It shall then be altered only by mutual agreement of the affected Employees and the administration no less than one week prior to the scheduled day.

The work for this meeting time will be planned by the administration in consultation with the faculty. Meetings that have been cancelled by the administration for any reason will not be rescheduled in such a way that two such meetings are held in a given week. Any Employee who is expected to attend one of these meetings, but is otherwise unable to do so, must complete a Leave Request Form to request advance approval from the supervising administrator.

9.4 Coaches, Club Advisors: Meeting time

Employees who serve as coaches and student club advisors will not schedule practices or club meetings which interfere with faculty or other professional meetings scheduled within the Employee workday. Employees who serve as coaches and club advisors in the CVSU who are not in control of their competition schedules shall be excused from faculty/professional meetings that conflict with a scheduled competition, provided the conflict has been provided to the Principal at the beginning of the season or as soon thereafter as the conflict arises.

9.5 Planning and Preparation Time

Each full-time Employee shall have four hundred (400) minutes of preparation and team planning time per five-day work week, as follows:

A. Team Planning and Preparation Time

Each Employee will participate in team preparation/planning and other professional meetings, including but not limited to leadership teams, targeted intensive teams, parent conferences, grade teams and other professional responsibilities, to be scheduled by the administration. Full-time Employees shall be scheduled for not more than eighty (80) minutes of team preparation/planning over a five-day work week.

B. Employee-directed Planning and Preparation Time.

The remaining time will be preparation time. "An Employee's preparation time" is Employee-directed planning time that may include preparing the classroom or the class lesson, collaborating with other Employees, and doing directly related follow-up activities, such as grading, corrections, classroom configuration, etc. At least forty (40) continuous minutes of preparation/planning time will be scheduled daily during the regular student day.

9.6 Duty Assignments

Employees may also be assigned up to forty (40) minutes of duties per week only during Team Planning and Preparation Time. Duty assignments will be made by the school administration as equitably as possible.

9.7 Duty Free Lunch

Employees will have a thirty (30) continuous minute duty free lunch daily.

9.8 Snow/Emergency Closings

Employees shall be required to make up snow days or other days when school is closed due to an emergency as determined by the Superintendent.

9.9 Alternate Work Schedules

Upon mutual written agreement between an Employee and the Superintendent or designee an Employee may agree to work an alternate schedule which may begin as early as seven (7) a.m. or as late as ten (10) a.m. Any such agreement must be discussed by the Employee, the Superintendent or designee, and an Association representative before being finalized. Alternate work schedules shall not exceed the number of hours required during the regular teaching day. Absent the agreement of the employee and Superintendent alternate work schedules shall consist of consecutively scheduled hours. Upon adoption of an alternative work schedule the Superintendent or designee and the Employee will agree in writing to an appropriate schedule for the Employee's attendance at required weekly staff meetings and professional development meetings. A copy of any such schedule will be forwarded to the Association.

9.10 Substitute Plans

It is an Employee's professional responsibility to provide high quality substitute plans. In the case when a substitute teacher cannot be obtained and all other reasonable alternatives have been exhausted, an Employee may be requested to substitute for an absent Employee. Employees who serve as substitutes shall be paid a stipend of fifty dollars (\$50) for each class period of substitute teaching. In the event an Employee substitutes during the Employee's preparation period, the Employee will not be evaluated on performance during the day of the substitution or the next instructional day.

9.11 Parent-Teacher Conferences

The Boards and the Employees will encourage parents to schedule parent/teacher conferences in the fall and the spring. Parent/teacher conferences at other times will be scheduled as necessary in the professional judgment of the teacher and/or school administrators or at the request of the parents.

ARTICLE X **CONDITIONS OF EMPLOYMENT**

10.1 Offer of Employment

An offer of employment shall be in the form of either an individual contract of employment or a letter of intent to employ.

10.2 Letter of Intent To Employ

If negotiations have not been completed and a Master Agreement ratified by both the Boards and the Association by April 1st, each Employee who is to be offered an individual contract shall sign and return to the Superintendent a "letter of intent" as set forth in Appendix C attached to and incorporated into this Master Agreement. When the Master Agreement is ratified, individual employment contracts will be hand-delivered to Employees within two (2) weeks of both parties ratifying the Master Agreement unless school is not in session or the Employee is absent, sick, or on leave in which case the contract will be scanned and emailed to the Employee's school

account. Individual contracts will be returned by all Employees within fourteen (14) days of receipt of the contract.

10.3 Time line

A. Offers of employment

The Boards of School Directors shall make an offer of employment to an Employee on or before April 10th, except in the case of an Employee who is on a focused assistance plan, in which case the deadline shall be May 15.

B. Non-renewal Notice

Any notice of intent not to give an individual contract or letter of intent to employ shall be in writing and shall be delivered to the Employee by certified mail, "return receipt requested," or in person and requiring a signed and dated receipt between the parties acknowledging delivery and shall include a statement of reasons why the Employee is not to be re-employed. Provided, however, that any rights arising out of this section shall be subject to the provisions of Article XV (RIF), Section 7.9 of the Agreement regarding suspension and dismissal and Section 10.5 regarding the non-renewal of probationary employees.

C. Acceptance of Offer

Upon receiving an offer of employment, the Employee shall indicate acceptance of the offer by signing and returning the offer no later than thirty (30) calendar days after receiving it. An Employee on a focused assistance plan who receives an offer after April 10th shall indicate acceptance of the offer by signing and returning it no later than thirty (30) calendar days after receiving it. If either the issuance or return day is a non-school day for Employee, the offer shall be issued or returned on the Employee's first day of school after that date, or by the last day of school, whichever comes first.

D. Extensions

If requested in writing by an Employee prior to the May 10 deadline, the Superintendent may grant an extension of the offer return date for a period of time appropriate under the circumstances. An Employee on focused assistance who receives an offer after April 10th and who desires an extension shall make such request within fifteen (15) days of receipt of the offer. The Superintendent may then give an extension of the return date in writing. The Superintendent's written response shall be delivered to the Employee within five (5) work days from the date the request was received by the Central Office.

E. Teaching Assignment

If an Employee was not notified on or before April 10th (or May 15th, if applicable) that the Employee's individual contract would not be renewed, the Employee shall receive an offer of employment for the following year. All individual contracts will include grade and/or subject

assignments. All teaching assignments will be determined by the administration. The administration will make a good faith effort to provide returning middle and high school Employees with written notification of the Employee's specific course titles on or before June 30. Absent exigent circumstances Employees will have their final assignments by August 1.

10.4 Contracts to Be Signed

All individual Employee contracts shall be signed by the respective Board or its duly authorized agent before being issued to an Employee.

10.5 Probationary Period

There shall be a two (2) year probationary period for Employees newly hired to the District or the CVSU. Employees hired after the start of the school year shall work at least 110 days in that school year for that period to count as one of the two-year periods in this section.

- A. If during the probationary period an Employee's employment is not renewed by the Superintendent, such action by the Superintendent shall not be made the subject of a grievance under this Agreement, so long as the new teacher evaluation process has been followed properly. A probationary Employee may appeal a decision of non-renewal pursuant to Title 16, VSA Subsection 1752.
- B. A probationary Employee shall be evaluated using the Central Vermont Supervisory Union Evaluation Instrument. The non-renewal of a probationary Employee's contract shall be based on said evaluations with a minimum of two (2) formal observations and other relevant factors.

10.6 Voluntary Reassignment

Employees seeking a voluntary reassignment for the next year should make a written request to the building administrator with a copy to the Superintendent. In the determination of voluntary reassignments and/or transfers, the wishes of the individual Employee will be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school as determined by the Superintendent. Requests for reassignment or transfer will be given careful consideration in light of these constraints. In all instances, the decision of the Superintendent shall be final.

Employees moving to a different professional assignment within this bargaining unit shall retain their seniority in the new position.

10.7 Mentoring System

The Association and the Administration will provide a mentoring system to serve all Employees with three (3) or fewer years of teaching experience at the time they are hired. The Association and the Administration will provide a mentoring system to serve all Employees with more than three (3) years of teaching experience at the time they are newly hired, and which will provide

mentoring appropriate for them during (at least) their first year in the District or Supervisory Union.

Effective beginning in the 2021-2022 school year teachers who are contracted to serve as mentors per Article 10, Section 10.7 shall receive the following stipend for service as a mentor:

Mentor of first-year mentee: Stipend will be 3.0% of B, Step 1 pay from Appendix A. The expectation is that the mentor will devote a minimum of twenty-eight (28) hours to their mentee during the first year of participation in the mentoring system. This will consist of approximately eight (8) hours of new teacher orientation and two (2) hours per month of one-on-one consultation with their mentee. A mentor who mentors more than one first-year mentee will receive an additional stipend of 2.0% of B, Step 1 pay from Appendix A for each additional mentee.

Mentor of a second-year mentee: Stipend will be 1.5% of B, Step 1 pay from Appendix A. The expectation is that the mentor will devote a minimum of fourteen (14) hours to their mentee during the second year of participation in the mentoring system. This will consist of an orientation meeting and an average of one (1) hour per month of one-on-one consultation with their mentee. A mentor who mentors more than one second-year mentee will receive an additional stipend of 1.5% of B, Step 1 pay from Appendix A for each additional mentee.

10.8 Non-Renewable Contract

Employees hired on a non-renewable contract: An Employee hired to replace another Employee who is on leave of absence granted by the Superintendent for a period of four months or greater, and/or an Employee specifically hired in a program scheduled to be terminated at the end of the school year, or an Employee hired to fill a vacancy which opens on or after June 1 may be given a non-renewable teaching contract for a period not to exceed one (1) school year.

Notwithstanding any other provision of this Agreement, an Employee on a non-renewable teaching contract shall have no right of contract renewal, staff reduction, or recall, but all other provisions of the Master Contract shall apply. Salary, benefits, and leaves shall be determined by dividing the number of days employed by the number of workdays scheduled for the school year. The Parties agree that the Superintendent retains discretion to determine whether to utilize the services of a substitute teacher or to hire a teacher on a non-renewable contract.

If the Employee originally hired under a non-renewable contract is to be employed for a second consecutive year in the District the Employee may be offered either a probationary or regular contract at the discretion of the Superintendent. An Employee initially employed under a non-renewable contract who is hired to fill a regular teaching position with either a probationary or regular teaching contract, without a break in continuous service, shall be credited with seniority from the Employee's date of hire under the non-renewable contract.

10.9 School Based Leadership Team

Effective beginning in the 2021-2022 school year teachers who serve on a school's School Based Leadership Team will receive a stipend equal to 3% of B, Step 1 pay from Appendix A.

This team is an essential body outlined in Section 2121.1.b. of the Vermont Education Quality Standards and is a critical component of the CVSU Distributed Leadership Structure. The membership of each School Based Leadership Team shall include the building Principal or designee and up to six (6) employees appointed by the Principal from diverse content areas and grade levels within each school. One of the six (6) employees appointed by the principal may be a member of the support staff unit. The Principal may also appoint an additional administrator to the School Based Leadership Team.

The stipend serves as compensation for up to four (4) hours of work per month outside the regular workday during the school year and two (2) days (16 hours) of work during the summer recess. If substantially more work time is anticipated outside the regular teacher workday the Principal shall submit a detailed work plan and budget to the Superintendent for approval. No additional monies beyond the stipends herein described will be paid to members of the School Based Leadership Team without the prior written approval of the Superintendent.

The School Based Leadership Team will:

- include members from a diverse range of backgrounds, academic content areas and student age cohorts,
- support the Principal in carrying out their responsibilities to improve student learning,
- develop and monitor the Continuous Improvement Plan using academic/social emotional data,
- serve as instructional leaders for Employees,
- plan staff meetings and professional learning for their colleagues in collaboration with the Principal and/or other designated administrators,
- organize and recommend safety procedures,
- organize Universal and Statewide Assessments and
- fulfill any other responsibilities identified by the team and/or delegated by the principal.

ARTICLE XI **SALARIES AND OTHER COMPENSATION**

Salary schedules for each Employee covered by the Agreement are set forth in Appendices A1, A2, and A3 which are attached hereto and made a part hereof.

11.1 Salary Increases and Salary Schedules 2020-2023

For the 2020-2021 school year, all Employees eligible for a step increase will advance one step.

In addition, for the 2020-2021 school year, certain Employees as identified and agreed between the Parties shall be moved upward to the step appropriate to the Employee's years of experience as shown in Appendix B (Article 11.2). Following placement, the step values of the 2019-2020 salary schedule in Appendix A-1 shall be adjusted upwards to provide for total "new money" (i.e. step increase, additional steps, cost of adjustment to steps) of 3.5% for the bargaining unit.

For the 2021-2022 school year, the salary schedule for 2020-2021 set forth in Appendix A-2 will be adjusted to reflect new money of 3.25%.

For the 2022-2023 school year, all Employees eligible for a step increase will advance one step on the salary scale. Following placement, the step values of the 2021-2022 wage schedule in Appendix A-3 shall be adjusted upwards to provide for total “new money” of 3.3% for the bargaining unit.

11.2 Initial Placement on Salary Guide

The parties understand and agree that the numbers assigned to vertical steps on the salary schedule do not necessarily correlate to the number of years of seniority or teaching experience. For purposes of initial placement on the salary schedule new hires will receive credit for their prior teaching or clinical experience only. The salaries of newly hired Employees will be determined using the Employee placement chart attached to this Agreement (Appendix B). No new hire may be offered a rate higher than a current Employee with equivalent credentials and experience.

11.3 Vertical Step and Horizontal and Column Movement

- A. Employees shall not advance vertically within columns on the salary schedule unless step movement for the contract year at issue has been specifically negotiated between the Board and the Association. There shall be no automatic step movement during any “status quo” period following the expiration of a collective bargaining agreement.
- B. Employees who anticipate moving horizontally on the salary schedule are encouraged to notify the Superintendent or designee in writing on or before January 1 of the preceding school year. Credits for horizontal salary schedule changes earned before October 1st of the contract year, upon written notification and documentation to the Superintendent on or before October 1st, will be granted and the appropriate salary paid for the contract year. Documentation in support of horizontal salary schedule changes will be submitted in a format developed by the Superintendent.
- C. Graduate level credits for horizontal movement on the salary schedule (B+15, B+30, M, M+15, M+30, M+45) will be earned at an accredited college or university. Workshop credits and/or undergraduate credits may be approved by the Superintendent for horizontal movement on the salary schedule on a case by case basis; such approval will be made at the time when workshop or undergraduate coursework is requested by the Employee and approved by the Superintendent as set forth in Article XII (benefits, professional development), and noted on the CVSU Course Approval Form submitted by the Employee. The Superintendent may approve workshop credits for reimbursement or horizontal movement on the salary schedule, or both. Fifteen (15) approved workshop hours = 1 credit hour. All coursework is subject to prior approval by the Superintendent. The Superintendent will review these documents and give a written response to the

Employee regarding movement within three (3) weeks of receipt of the appropriate documents.

11.4 Remaining Salary Distribution Through the Summer

Employees shall be paid on the twelve (12) month basis. They may elect to be paid on a twenty-two (22) or twenty-six (26) pay period basis, selection shall occur by August 15th of each year. They shall be paid at two (2) week intervals, every second Friday. During vacations this same procedure shall be followed. Employees will complete the forms necessary to authorize the District or CVSU to provide payment of wages through direct deposit. Payment for work performed at the request of the District or CVSU outside of the Employee's contracted work year shall be included in the first payroll cycle following submission of all required documentation by the employee.

Any Employee selecting payment based on twenty-six (26) pay periods shall have the option of receiving summer pay in one lump sum provided that the Employee informs the Superintendent, or designee, in writing by May 1st. Such lump sum payments will be made the first pay period following the last day of school.

11.5 Travel Reimbursement

Employees who are required as a condition of their employment, or who are requested by the Superintendent to use their automobiles in the performance of their responsibilities, shall be reimbursed for all such travel at the current IRS rate per mile.

11.6 Co-Curricular Activities and Extra Responsibilities

During the 2020-2021 school year Employees will continue to be compensated for Co-Curricular and Extra-Curricular assignments in accordance with the provisions of contract or policy prevailing in either the WSSU or the ONSU during the 2018-2019 school year.

The co-curricular and extra responsibilities salary schedule as set forth in Appendix E will be effective in the 2021-2022 school year and will be adjusted in each year of this agreement to reflect the change in the base salary.

11.7 Per Diem Pay for Non-Contractual School Work

Employees will be paid on a per diem basis (pro-rated for partial work days) if they are required to work additional days beyond the contract work year. The per diem rate will be determined by dividing the Employee's salary amount by the number of contractual work days. Provided, however, it is understood and agreed that such per diem payments will not be paid if an Employee is required to work in order to complete his/her end-of-the-year responsibilities.

This excludes time devoted to elective coursework, workshops, or any other training which qualifies for reimbursement under the provisions of this Agreement. Also excluded from such payments is time related to the performance of an Employee's professional responsibilities and attendance at faculty meetings as provided in Article IX.

Nothing herein will be interpreted to prevent the Administration from offering work opportunities outside the contracted work day at a rate determined by the Administration and the Employee. An Employee may accept this work on a voluntary basis. There shall be no adverse action taken against any Employee who chooses not to volunteer for such work.

Payment will occur in the first payroll period following performance of the work provided the Employee has filed the required documentation.

If payment is due from federal funds, payment will occur when the funds are available to the District.

11.8 Part- Time Employee Pro-Rata

Employees who work on a permanent part-time basis shall be paid pro-rata for the actual time for which they are employed and in accordance with their education and experience levels as indicated on the salary schedule and in accordance with Article 11.2. Leave benefits shall remain the same as provided for in this Agreement except that such days for permanent part-time Employee shall mean actual daily time for which they are employed.

11.9 Employees Hired After Beginning of School Year

Employees who are contracted after the beginning of the school year shall receive a salary pro-rated based on the Employee's salary step for the number of designated days of employment in that academic year.

11.10 National Board Certification

The Boards shall pay a one-time award of two thousand dollars (\$2000) to any Employee who successfully completes the National Teacher Certification Program after the effective date of this agreement. This award will be available to any Employee who completes the certification while under contract for a 1.0 FTE position in the Supervisory Union or its member Districts. The award will be made available on a prorated basis for positions that are not less than .60 FTE.

11.11 National Guard Members

An Employee inducted or called up for active duty in a branch of the United States military or National Guard while employed by one of the school Districts covered by this Agreement will be guaranteed his/her position upon return to employment, provided the Employee returns within the time periods established by federal or Vermont law. Upon return to employment the Employee's placement on the salary guide will include step advancement negotiated and applicable to other Employees during the time the Employee was absent for service in the military.

ARTICLE XII
BENEFITS

12.1 VEHI Status; State of Vermont Negotiated Plan

A. VEHI; Statewide Mandatory Health Insurance

During the life of this Agreement the Board will make a good faith effort to maintain current status in VEHI. However, at such time as any or all of the group health plans specified herein become unavailable due to health reform initiatives or mandates from either the federal or state (Vermont) government, the plans mandated by law shall supersede the terms of this Agreement.

B. Reopening Negotiations on Health Insurance

Should a policy become available with an alternate insurer, providing equal or improved benefits or a reduced premium cost, the School Districts and Supervisory Union reserve the right to reopen negotiations with the Association on the subject of health insurance.

C. Effective July 1, 2020, pursuant to 16 V.S.A. Chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix D of this Master Agreement.

12.2 Health Insurance Premium and Cost Sharing

A. During the period July 1, 2020, through December 31, 2020, the Board will contribute an amount of money toward the cost of health insurance premium for each full-time Employee participating in one of the group health insurance plans offered by the Board through VEHI. The Board's contribution to the cost of a full-time Employee's health insurance premium will not exceed eighty-one percent (81%) of the premium costs for the VEHI Gold CDHP Plan. An Employee electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected by the Employee and the amount contributed by the Board. An Employee selecting coverage under a less expensive Plan offered by VEHI may apply the Board's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for the Plan selected. Employee premium payments will be made by payroll deduction on a pre-tax basis through a Section 125 Plan administered by the employer.

B. Effective January 1, 2021, the Board contribution to the cost of a full-time Employee's health insurance premium will not exceed eighty percent (80%) of the premium costs for the VEHI Gold CDHP Plan.

- C. An eligible Employee may select single, two-person, parent and child(ren) or family coverage, as applicable, under any of the available plans offered by VEHI.
- D. In addition to the premium contributions referenced above, the Board will establish and maintain Health Reimbursement Arrangements (HRA) for Employees who select coverage under any of the Plans offered by VEHI. During calendar year 2020 Employees and the Board will continue to share responsibility for the payment of deductibles, co-payments and/or co-insurance required under each Plan offered by VEHI as follows:

Gold CDHP Plan: Maximum out of pocket (OOP) costs of \$2,500 single coverage, \$5,000 other coverage. Employees are responsible for the first OOP costs required under the level of coverage selected, as follows: single coverage = \$400; two-person, parent/child or family coverage = \$800. The Board will fund the remaining last dollar OOP costs of \$2,100 (single coverage) or \$4,200 (two-person, parent/child) or \$3,800.00 (family coverage) through an HRA.

Effective January 1, 2021, and thereafter the Board contribution to an Employee's HRA and the Employee's responsibility for OOP costs shall be as negotiated in the statewide health insurance plan and set forth in Appendix D. Effective January 1, 2022, and thereafter the Board contribution to an Employee's HRA and the Employee's responsibility for OOP costs shall be as negotiated in the statewide health insurance plan.

The Board will contribute the same last dollar OOP amounts to an HRA for the Platinum, Gold or Silver CDHP Plan as it contributes toward the HRA for the Gold CDHP Plan, i. e. \$2,100 (single coverage), \$4,200 (two person, parent/child or family coverage) through an HRA. Employees are responsible for the remaining out of pocket costs.

- E. Payments for eligible OOP charges incurred will be made automatically to the Provider to the extent possible. The District shall issue debit cards which may be used to pay for OOP prescription drug costs consistent with the administrative procedures and capabilities of the HRA administrator.
- F. Employees are encouraged to establish a Flexible Spending Account (FSA) under the Supervisory Union's Flexible Benefits Plan from which payment for the Employee's share of OOP payments can be made. The Supervisory Union Flexible Benefits Plan document will allow Employees to roll over funds in the Employee's FSA from one calendar year to the next to the extent allowed by law.
- G. Unspent funds in the HRA will not rollover or accumulate at the end of a calendar year, but will revert to the Board, subject to a ninety (90) day run-out period.
- H. Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible, co-payment or co-insurance expenses required by the Plan selected.

- I. The District's contribution toward premium costs will be pro-rated for part time Employees who are eligible to join the group health insurance plan.
- J. The Board will be responsible for the administrative costs of operating the HRA plan. Any substantive or procedural issue related to the operation or administration of the HRA Plan not specified herein is left to the discretion of the District.
- K. If an Employee's spouse is employed in the Supervisory Union or a member school District only one of the Employees will be eligible for insurance coverage and the other is eligible for coverage as a dependent.
- L. Employee premium contributions will be made by payroll deduction on a pre-tax basis through a Section 125 Plan administered by the employer.
- M. There will be no pro-ration of the Board's contribution toward the HRA for Employees who either become employed or who become eligible for insurance after January 31 of any Plan year. All Employees who participate in the group health insurance plan will receive the same HRA contribution for the level of coverage selected regardless of FTE.

12.3 Compensation in Lieu of Health Insurance

The school Districts or Supervisory Union shall pay an annual sum of \$2,000 to any Employee who chooses not to participate in the medical insurance coverage for the plan specified in the contract. This provision will not apply when the Employee's spouse or civil union partner is an Employee of the school District or Supervisory Union and the Employee is eligible to participate in the medical insurance as a dependent. Employees who elect this option will be entitled to two equal lump sum payments. These payments will be in the first regular payroll payment in the months of September and April. A request for this option shall be made in writing before August 15th. Any Employee electing this option shall provide satisfactory proof of enrollment in another group health insurance program for both the Employee and the Employee's dependents.

12.4 Newly Hired Employees

- A. Insurance coverage for newly hired Employees will begin in September, or at the beginning of the first full month of employment if hired after September, provided all necessary forms and applications shall be submitted to the Office of the Superintendent by August 15th, or by the date established by the Superintendent in the case of an Employee hired after August 15. Such forms and applications will be sent by the Superintendent, or designee, to said Employees when the individual employment contract is sent.
- B. Employees new to the Districts or Supervisory Union and transferring from another insurance group may elect to receive health insurance coverage for months of July and/or August, at their own expense, provided all necessary forms and applications are submitted by the 15th day of the month preceding the effective date of coverage. Such forms and

applications will be sent by the Boards, or its designee, to Employees when individual employment contract is sent.

12.5 Premium Deductions

Premium contributions required of an Employee will be withheld in substantially equal amounts from the paychecks issued during the Employee work year.

12.6 Group Term Life Insurance

The Board will pay one hundred percent (100%) of the premium cost for group term life insurance policy including AD&D in the amount of Fifteen thousand dollars (\$15,000) for each Employee. The Board reserves the right to negotiate with various insurance companies to obtain the most favorable rate structure for this group term life insurance.

12.7 Dental Insurance

- A. The School Districts or Supervisory Union will pay the full premium cost for single coverage in VEHI Delta Dental, Plan 1, coverage A, B, C, D.
- B. An Employee shall have the option to purchase two-person or family coverage under this plan, in accordance with the provisions of the carrier, at the Employee's expense, through payroll deduction.

12.8 Pro-Rated Premiums – Part Time Employees

The Employer's contribution toward premium costs for group health and dental insurance will be pro-rated for part-time Employees who are eligible and elect to participate in the group health or dental insurance plans offered hereunder. Pro-ration shall be in relation to the Employee's FTE.

12.9 Long-Term Group Disability Insurance

The District shall provide Group Long-Term Disability (LTD) Insurance for members of the bargaining unit and pay the premiums for said insurance. The policy purchased shall pay 66.67% of an Employee's salary effective upon the ninetieth (90th) day of illness or disability as defined by the plan document. All determinations of eligibility for coverage are made by the insurance carrier. Employees who are employed for greater than seventeen and one-half (17.5) hours per week on a regular basis are eligible for membership in this plan.

12.10 Professional Development

A. Reimbursement for Approved Courses

Each Employee may use course reimbursement money to pay tuition for up to the dollar equivalent amount of six (6) graduate credits per year at a cost not to exceed the University of Vermont (UVM) graduate rate in effect as of September 1st of that school year. The

dollar equivalent amount will be pro-rated for part time Employees consistent with the Employee's FTE.

B. Advanced Degree Program

In the case that an Employee is enrolled in an advanced degree program (Master's or Doctorate), either in the field of Education or in the field of the Employee's endorsement under which the Employee is currently working, all courses required for completion of that degree shall be automatically approved subject to the dollar amounts shown above and subject to providing documentation from the college or university. In addition, such courses will be automatically approved toward horizontal movement on the salary scale.

C. Reimbursement for Other Professional Development

In no instance will more than the actual cost be paid in advance by the School District or Supervisory Union for Employees who have enrolled in graduate level college courses at an accredited college or university. At a dollar amount for six (6) credits, the cost of three (3) credits can be used for workshops. This dollar equivalent amount of six (6) credits per year will not include courses, workshops or other educational training required of an Employee by the administration, unless the coursework is required of an Employee on a focused assistance plan. Excluding courses mandated by the District or Supervisory Union, coursework shall be related to the Employee's instructional responsibilities and/or District or Supervisory Union goals. An Employee may elect to use up to ten percent (10.0%) of the dollar equivalent of six (6) credits per year at a cost not to exceed the UVM graduate rate in effect as of September 1st of that school year to pay for travel, lodging, and/or meals in conjunction with approved workshops and conferences which last two or more consecutive days or are held outside of the state of Vermont; up to \$200.00 may be used to reimburse an Employee for the cost of the Employee's membership in a professional organization related to the Employee's teaching assignment, subject to the approval of the Superintendent. The total expenditure for an Employee's professional development will not exceed the dollar amount equivalent of the six UVM credits cited above during a school year.

D. The cost of required coursework for an Employee on a focused assistance plan will be charged against the Employee's annual eligibility under this section.

E. Successful completion of college courses paid for by the District or Supervisory Union is defined as a grade of "B" or better or "P" if the course is a Pass/Fail course.

F. If an Employee fails to complete the course, or does not successfully complete the course, the Employee shall reimburse the District or Supervisory Union for all monies which were prepaid. The repayment shall be through payroll deduction from the Employee's salary on a schedule mutually agreed upon by the Employee and the Superintendent. The Employee shall not be held liable if the delay in providing documentation of successful completion of the course is the result of the sending institution not providing such documentation in a timely manner. If an employee who has received an advance disbursement intends to leave

the employ of the District or Supervisory Union, the Employee shall promptly notify the Superintendent, in which case any remaining money owed to the School District or Supervisory Union may be withheld from the remainder of the Employee's paycheck(s), unless the School Board and the Employee agree to another arrangement.

G. All the provisions of Section 12.10 require the prior approval of the Superintendent.

H. The eligibility for course reimbursement for a new Employee hired to start after June 30, 2020 assigned to work with a mentor will be reduced by the equivalent of two graduate level credits per year of mentorship. The new Employee will receive two credits per year of mentorship toward advancement on the salary schedule upon successful completion of each year of mentorship. New Employees will be required to submit a log of time spent in the mentoring relationship.

12.11 Any Employee leaving the service of the school during the year shall be paid, as soon as possible, all monies due, less any repayments owed by the Employee to the District or Supervisory Union pursuant to the terms of this Agreement. This shall be determined by dividing the Employee's annual salary by the total number of the Employee's contracted workdays in the respective year of employment to derive the Employee's contracted per diem pay, and by multiplying this quotient by the number of workdays in the school year up to the time the Employee leaves the service. Any Employee terminating services in June shall be paid all sums due no later than the first payday in July.

12.12 Liability and Worker's Compensation Insurance
The Boards will provide such liability and Worker's Compensation Insurance as may be required by the laws of the State of Vermont.

ARTICLE XIII LEAVES

13.1 Sick Leave

Each Employee shall receive up to fifteen (15) paid days of leave for personal sickness or a disabling injury of the Employee or a member of the Employee's immediate family. The Boards agree to permit the accumulation of ninety (90) unused days of sick leave. For the purpose of use of sick leave, the term "immediate family" shall mean spouse or civil union partner, child, stepchild or ward who lives with the Employee, foster child, parent, spouse, or parent of the Employee's spouse.

Sick leave for any person other than those listed above may be granted at the discretion of the Superintendent or designee; such decision shall be final, and not subject to the grievance and arbitration provisions of the parties' Agreement.

Upon request, each Employee shall be notified annually of the Employee's available number of sick leave days.

All leave days shall be pro-rated for part-time staff.

Leave for medical appointments may be taken in quarter-day increments (i.e. ¼ day, ½ day) with the prior permission of the Superintendent or designee.

Under no circumstances shall an Employee use a sick leave day in order to work at a job or position for which the Employee is in any way compensated.

When three (3) consecutive sick leave days are used, or in any instance in which the Superintendent has reason to believe that the use of leave has not been for a bona-fide reason, the Superintendent reserves the right to require an Employee to provide medical certification of illness.

The Superintendent may require an Employee to submit to an independent medical review to determine eligibility for continued use of sick leave, fitness for duty or fitness to return to work following a serious illness or injury. In that event the cost of the medical review will be paid by the District or Supervisory Union.

An Employee who is or may be disabled shall apply for coverage under the LTD Plan. An Employee may not use more sick leave than is necessary to meet the elimination period of the LTD Plan. If an Employee is determined to be ineligible for LTD, the Employee may continue to use accrued sick leave while the disabling condition continues.

13.2 FMLA

All Employees who meet the eligibility requirements established by statute shall receive the benefits granted under the Federal Family Medical Leave Act (FMLA) or the Vermont Parental and Family Leave Act (VPFLA).

An Employee on approved leave under the FMLA who has more than 6 weeks accrued leave may use such accrued leave to cover absence due to the Employee's continuing illness or injury.

13.3 Parental Leave

Employees who meet the eligibility requirements established by either the FMLA or the VPFLA shall be eligible for leave for up to twelve (12) weeks, unpaid, during any twelve (12) month period:

- a. during the Employee's pregnancy, or following the birth of a child, or
- b. following the placement of a child with the Employee for adoption or foster care.

Notice of pregnancy shall be given to the Superintendent within a reasonable period of time in order to assist the District or Supervisory Union in planning for the Employee's absence. An Employee who is pregnant shall be allowed to continue in her regular employment as long as she is medically able to perform her regular duties, as determined by her physician. At such time as the Employee is certified by her physician as no longer able to continue to perform her regular

teaching duties, she shall be entitled to go on sick leave and such absence shall be treated like any other disability under the sick leave provisions of this contract.

During the parental leave an Employee may use up to six (6) weeks of accrued leave. If an Employee remains disabled after six weeks the employee may continue to use accrued sick leave to cover the absence. The Superintendent reserves the right to require an Employee to provide medical certification of continuing illness or disability.

An unpaid leave of absence, not to exceed the balance of the Contract year, will be granted upon application by the Employee. Upon termination of the leave, the Employee will be restored to the Employee's former position, or to a substantially equivalent position, subject to the provisions of the Reduction in Force Article. An Employee on such leave may, at the Employee's own expense, continue to participate in any group insurance program(s) herein provided, so long as payment is made at the Office of the Superintendent prior to the District's or Supervisory Union's premium payment due date and subject to the regulations of the insurance carrier(s).

13.4 Disability Leave

In the event that an Employee has exhausted all the Employee's sick leave days and all sick leave days granted from the sick leave bank prior to being eligible for long-term disability (LTD) insurance, and the Employee has a qualifying medical condition, the Board may, upon request of the Employee, grant the Employee unpaid leave days necessary for the Employee to satisfy the LTD policy's elimination period.

13.5 Sick Leave Bank

- A. A Sick Leave Bank (SLB) shall exist for the purpose of providing paid sick leave for Employees who have used all their own accumulated sick days and are struck by a serious illness or disability which meets the criteria of 21 VSA Section 471 (5), and which prevents their return to full time employment for an extended period, including a pregnancy in which the Employee has serious physical complications, as verified in writing by a physician.
- B. Implementation — Each Employee under this contract shall donate two (2) days per year from their available leave until the number of days in the Sick Leave Bank reaches 300 days. Thereafter, only Employees newly hired shall contribute two (2) days in the initial year of their employment. These days shall remain in escrow if the number of days in the SLB at the beginning of that school year equals or exceeds 325 and shall be available for transfer to the SLB as soon as the total number of available days in the SLB drops below 300. In the event the new Employee contributions do not increase the number of days in the bank to 300 in any one-year, all continuing Employees shall contribute two (2) days each with the balance over 300 to be held in escrow.

- C. An Employee shall be eligible to receive not more than forty-five (45) days of leave from the sick leave bank during any school year. The amount may be extended upon majority vote of the Sick Bank Committee.
- D. The number of days expended from the SLB in any one school year shall not exceed 300. The sick leave days remaining in the bank at the end of the school year shall carry over from year to year.
- E. The SLB shall be administered by a Committee consisting of two (2) members appointed by the Association and two (2) members appointed by the Superintendent.
- F. Regulations and application forms shall be developed by the Committee and submitted to the Boards for approval. Applications for the use of the days in the bank shall be made, on the approved form, to the Committee. A decision in accordance with the guidelines listed above shall be made by a majority vote of the Committee. The Parties agree that no Employee may receive more donated days from the sick bank than are necessary for that Employee to meet the elimination period for eligibility in the LTD Plan.
- G. Cosmetic and elective surgery, unless needed as a result of accident or illness, shall not be eligible for coverage by the Sick Leave Bank.
- H. Days granted from the sick leave bank shall not accrue to an Employee's personal sick leave balance. If an Employee is granted more days from the sick bank than are needed to cover the Employee's absence the extra days will revert back to the sick leave bank.

13.6 Workers' Compensation Option

An Employee who is absent because of a work-connected disease or injury may elect either of the following options by advising the Superintendent in writing within a reasonable time:

Option 1: Utilize the number of sick leave days he/she has accumulated and assign his/her Workers' Compensation checks to the school District, or,

Option 2: Accept his/her checks from Workers' Compensation insurance for the period of time eligible and not use his/her accumulated sick leave.

In no case will an Employee be eligible to receive his/her salary in addition to receiving Workers' Compensation benefits.

13.7 Other Leave

The following leave is non-cumulative and does not carry over from year to year:

- A. Bereavement Leave

Bereavement leave shall be granted, upon request, for up to five (5) paid days in the event of the death in an Employee's immediate family or member of the household. Bereavement leave for persons other than immediate family or members of the household may be granted at the discretion of the Superintendent. The Superintendent may also allow an Employee to use sick leave or take leave without pay in appropriate circumstances.

For the purpose of use of bereavement leave the term "immediate family" shall mean spouse or civil union partner, child or grand child, stepchild, ward or foster child, brother, sister, parent or parent of the Employee's spouse.

B. Personal Leave

Each Employee shall receive up to three (3) paid days per year for legal, business, religious, household or family matters under the following provisions:

- a. Prior notice shall be given at least twenty-four (24) hours in advance to the Principal, except in the case of emergency, in which case notice will be given as soon as possible.
- b. Such leave shall be taken only for matters which cannot reasonably be accomplished outside of the normal work day.

Personal leave shall not be used solely to extend a weekend, school recess period or school holiday and is not to be used for social affairs, pleasure trips or recreation. Should an Employee require a personal day on a date that falls immediately before or after a weekend, school recess or school holiday, or the request is for consecutive leave days, the Employee will submit a written request to the Superintendent for approval along with the reason for requesting the leave.

Notwithstanding any other provision of this section, unused personal leave days shall convert to sick leave days, up to the maximum accrual amount, at the end of the contract year.

C. Other Leave

Upon written request by the Employee, the Superintendent may allow an Employee who has exhausted bereavement or personal leave to use one or more accrued sick leave days. The Superintendent may allow an Employee to take leave without pay when all other leave is exhausted in appropriate circumstances. The Superintendent's decision on such matters shall be final and binding and not subject to the grievance and arbitration provisions of the Agreement.

13.8 Professional Leave

Employees will be encouraged to engage in professional activities such as attending conferences, visiting other schools, and/or for other activities which would contribute to their professional growth and the subsequent improvement of the school system. Requests for a professional

visitation day or days shall be subject to the approval of the Superintendent and shall be submitted in writing at least one week prior to the visiting day.

13.9 Jury Duty

Employees called to Jury Duty will be paid their daily pay for the length of service require by the judiciary. All monies from the court are turned over to the Board.

13.10 Sabbatical Leave

Requests for sabbatical leave for full-time Employees who have been employed in one of the school Districts or the Supervisory Union covered by this Agreement for seven (7) consecutive contract years will be considered by the Board upon recommendation of the Superintendent.

A sabbatical leave may be considered for an Employee to engage in professional growth activity approved by the Superintendent.

A written request describing the nature of the sabbatical leave and how it is related to the District's goals must be submitted to the Superintendent by November 30th of the school year preceding the leave.

A one-semester or half-year with full pay sabbatical leave arrangement may be approved by the Board upon recommendation of the Superintendent, or half salary for a full year may be considered. The Superintendent may grant an unpaid sabbatical leave.

13.11 Unpaid Leave of Absence

- A. An Employee shall not be absent without leave without the prior authorization of the Superintendent.
- B. An Employee who has served in a school in the School District or Supervisory Union for two (2) or more years may be granted in writing, at the discretion of the Superintendent, an unpaid leave of absence not to exceed one (1) school year duration. An Employee's seniority shall not be broken by time spent on an authorized leave of absence, but the Employee does not accrue additional seniority during the one-year leave of absence. An Employee who is absent on an authorized leave of absence for an entire school year or more shall not be eligible for advancement on the salary schedule. Upon termination of the leave, the Employee will be restored to the Employee's former position or to a substantially similar position, subject to the provisions of the Reduction in Force Article. An Employee on leave of absence may continue to participate in the group medical insurance plan at the Employee's own expense and subject to the regulations of the insurance carrier.
- C. The decision of the Superintendent shall be final and not subject to the Grievance Procedure provided for in Article XIV of this Agreement.

13.12 Military Leave

Any Employee inducted into the military service while employed by one of the Districts or the SU covered by this Agreement will be guaranteed an appropriate position upon the Employee's return to employment following the end of the Employee's military obligation. The Employee's placement on the salary guide will be advanced by the number of years the Employee was absent for service in the military.

ARTICLE XIV **GRIEVANCE PROCEDURE**

14.1 Definitions

A "Grievance" is a claim by an Employee or the Association that there has been a violation of the express written terms of this Agreement. Under no circumstances shall any matter which is not a part of this Agreement be subject to arbitration. Under no circumstances shall any matter which is not a part of this contract or not a part of written Board Policies be considered a valid cause of grievance.

A "Grievant" shall be the person(s) or the Association instituting a grievance at its initial Stage or step under the provisions of this Article.

For the purpose of this Article the term "days" means scheduled student days, except that when a grievance is submitted on or after June 1st and prior to the first scheduled student day of the next school year the term "days" means week days (M-F) excluding legal holidays as defined in 1 VSA Chapter 7. If the Grievant, or the person to whom the Grievance has been submitted, is certified by a doctor to be physically or mentally incapacitated, the time limits will be so adjusted by the number of days that the grievant or the person to whom the grievance has been submitted is incapacitated. No Grievance shall be given consideration unless it is filed at Step 1 of this procedure within twenty (20) days of the occurrence which gave rise to the grievance. Time periods specified in this Article may be extended by mutual agreement, in writing, between the Grievant and the Superintendent.

14.2 Mutual Cooperation

The Board, the administration and the Association will cooperate with each other in the investigation of any Grievance and will furnish each other with such information as is requested for the processing of any grievance. No Grievance shall be processed during the assigned working hours without the consent of the Superintendent.

14.3 Right to Representation

The Grievant shall, at all steps in the Grievance procedure herein provided for, be entitled to be represented by a representative(s) of the Association or by such other representative(s) as the Grievant may choose, or to appear with the assistance of such representative(s), except that at no time shall the Grievant be represented by an administrative official of the school District. No

Employee shall be required to discuss any Grievance if the Association's representative is not present.

14.4 Right to Withdrawal of Grievance

A Grievance shall at all times and throughout all steps of the 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. A Grievance may be withdrawn at any level without establishing precedent.

14.5 Procedural Requirements

Procedural Requirements - No Grievance shall be entertained except in accordance with the procedures specified in this contract. Failure by the Grievant to adhere to these procedures within the specified time periods shall render the Grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time periods shall automatically move the Grievance to the next step in the procedure. Any Grievance shall be submitted in writing, shall include a statement of the problem being grieved, shall refer to the specific sections of the contract or Board Policies alleged to have been violated, and specify the remedy sought.

The parties acknowledge that it is usually most desirable for an Employee and the Employee's immediate supervisor to resolve problems through free and informal communication, provided such resolution is not inconsistent with the terms of this contract. As used in this Article the term "immediate supervisor" means a licensed administrator who has immediate supervisory authority over the Employee. The immediate supervisor may or may not be the building Principal. When requested by the Employee, the Association representative may intervene to assist in this resolution. The Superintendent may participate in the informal resolution process. Should the informal processes fail to satisfy the Employee or the Association, then a Grievance may be processed as follows:

Step 1 - The Grievant shall forward a written copy of the Grievance to the Principal/Supervisor. A copy thereof shall, at the same time, be filed with the Superintendent and the Association. The Principal or immediate supervisor shall arrange for a meeting with the Grievant and the Grievant's representative(s) to take place within ten (10) days of receipt of the Grievance. Each party shall have the right to include such witnesses as it deems necessary to develop facts pertinent to the Grievance.

The Principal or immediate supervisor shall, within ten (10) days following the meeting, give a written decision, copies of which shall be given to the Grievant and the Association. Such written answers shall include the reason(s) upon which the decision was based.

Step 2 - If the Grievance is not resolved at Step 1, then the Grievant or the Association shall refer the Grievance to the Superintendent or official designee within ten (10) days after the Step 1 decision was due or received, whichever is earlier. A copy thereof shall, at the same time, be filed with the Association. The Superintendent shall arrange for a meeting with the Grievant and/or the Grievant's representative(s) to take place within ten (10) days of the

Superintendent's 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 factors pertinent to the Grievance.

The Superintendent shall, within ten (10) days following this meeting, give a written decision, copies of which shall be given to the Grievant and the Association. Such written answers shall include the reason(s) upon which the decision was based.

Exceptions for step 1 and/or 2: 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. Grievances involving an administrator above the building level may be filed by the Association at Step 2.

Step 3 – If the Grievance is not resolved at Step 2, then the Grievant or the Association shall refer the Grievance to the Board within ten (10) days after the Step 2 decision is due or received, whichever is earlier. The Board shall arrange for a meeting with the Association representative(s) and the Grievant, to take place within ten (10) days of its receipt of the appeal. Each party shall have the right to include in its presentation such witnesses and counselors, as it deems necessary to develop facts pertinent to the grievance. The Board shall, within ten (10) days of this meeting, give its written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reason(s) upon which the decision is based.

Step 4 - If the Grievance is not resolved at Step 3, the Association may within twenty (20) days of the receipt of the Board's decision, or within twenty (20) days of the date that the Step 3 response was due, demand final and binding arbitration on the matter. Such demand shall be in writing and shall be hand delivered or delivered by certified mail to the Superintendent. An arbitrator shall be determined by mutual agreement between the Board or its designated representative, and the Association, or its designated representative.

14.6 Procedural Requirements for Arbitration

- A. Should the parties be unable to agree upon an arbitrator, within fifteen (15) days after the demand for arbitration is made such Grievance may be referred to the American Arbitration Association (AAA) under its voluntary labor arbitration rules, and shall be filed within thirty (30) days after the original demand for arbitration was made.
- B. The expense for the arbitrator's services shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.
- C. If either party desires a verbatim record or transcript of the proceedings it may cause such a record or transcript to be made, provided, however, that it pays for such record or transcript. Should both parties desire a transcript then the cost of the

two transcripts will be divided equally between the parties.

- D. The arbitrator's authority shall be limited to interpreting and applying the provisions of this agreement and the arbitrator shall have no power to add or subtract from, alter or modify any of the said provisions. However, the arbitrator shall be empowered to include in any award such financial reimbursement or other remedies the arbitrator shall judge to be proper.
- E. The decision of the arbitrator shall be final and binding upon the parties and shall not be subject to appeal except as provided by statute.
- F. A Grievance may be withdrawn or settled at any level prior to an arbitration award without establishing precedent.

14.7 General

- A. The Board acknowledges the right of the Association's Grievance representative to participate in the Grievance process at any level.
- B. No reprisal of any kind will be taken by the Board, the Association, or the school administration against any Employee because of the Employee's participation in the Grievance procedure.
- C. All documents, communications and records dealing with the processing of a Grievance will be filed separately from the personnel files of the participants.
- D. Under no circumstances shall students who are minors be involved in the hearing, or resolution, of a Grievance unless written consent from a parent and/or guardian is filed with the Superintendent in advance. The parent and/or guardian may be present at the time of the hearing.
- E. The Parties will make reasonable, good faith efforts to share relevant information relating to issues in the Grievance in a timely manner.

14.8 Acknowledgement of Arbitration

In accordance with 12 V.S.A. section 5652(b) the Boards and the Associations understand that this Agreement contains an agreement to arbitrate Grievances. After signing this Agreement, the Boards and the Associations understand that they will not be able to bring a lawsuit concerning any matter 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 Article 14.6.

ARTICLE XV
REDUCTION IN FORCE

15.1. Authority of School Board

The Boards and the Association agree that reductions in the professional staff of the respective District or the Supervisory Union may be implemented by the school board as provided by law.

15.2. Notification to Association

The Association will be notified in writing at the same time the affected Employee is notified of any proposed staff reduction. Association representatives may attend any regularly scheduled Board meeting to discuss a proposed reduction. Notification to the Association shall specify curriculum areas and positions contemplated for reduction.

15.3 Seniority

- A. On or before November 15th of each school year the District will provide a seniority list to the Association. The Association shall bring any concerns regarding the accuracy of the seniority list to the attention of the Superintendent within thirty (30) calendar days. The Association and administration will promptly meet and attempt to resolve any discrepancies or disputes regarding the seniority list. When the Parties are in Agreement with the content of the seniority list the Association President and the Superintendent will sign off, indicating their agreement. If the Parties fail to resolve disputes concerning the Seniority list such disputes shall be submitted to final and binding arbitration within thirty (30) days of receipt of the final decision of the Superintendent. Failure to file for arbitration will constitute acceptance of the seniority list. The seniority list will be made available to individual Employees upon request.
- B. When a new Employee is hired into the bargaining unit the Board will provide the new Employee's name to the Association within thirty (30) days of the date of hire.
- C. Employees will receive a year of seniority in their employing District or the Supervisory Union for each year of full time continuous service. If an Employee is employed part-time, seniority will accrue on a pro-rated basis. In the event of identical years of seniority, the determining factor shall be the (1) date and then the (2) time when each Employee returned their initial contract.
- D. Employees who, by virtue of statute or merger, were transferred from any school District or SU in either the WSSU or ONSU to a school District or SU represented by this contract, shall retain all of their years of seniority previously accrued as a teacher employed in the original school District(s) or SU and vested as of the date of the transfer.
- E. Continuous service is broken by an Employee's resignation, termination, or retirement, and by the expiration of the right to recall if an Employee has been reduced in force. Years of seniority do not accrue during the period an Employee is laid off.

15.4 No Employee will be laid off under the provisions of this Article if the reduction can be accomplished through staff turnover, attrition, or transfer within the employing School District or the Supervisory Union.

15.5 Determination of Employee(s) Subject to RIF

Reductions in force will be implemented within the following employment units: 1) Echo Valley Community School District; 2) Williamstown Elementary School; 3) Northfield Elementary School; 4) Williamstown Middle-High School; 5) Northfield Middle-High School; and 6) Central Vermont Supervisory Union. When determining which Employee(s) will be affected by staff reduction within the employing school District or the Supervisory Union, the applicable Board will give consideration to various factors, including, but not limited to, qualifications, performance as documented using the current supervision and evaluation model in use by the District, other relevant documentation in the Employee's file, the needs of the District or Supervisory Union and seniority. In the event that all other factors are substantially equal, Employee reductions will be implemented on the basis of seniority. The decision of the applicable Board in matters of position(s) to be affected by a Reduction in Force shall be final.

15.6 Notification to Employee(s)

Written notification of staff reduction will be made to the Employee no later than April 15th. Prior to written notification, the Superintendent will meet with the Employee, at which time the Employee will be informed about the reasons for the lay-off. The Employee may, at the Employee's option, have a representative of the Association present at such meeting.

15.7 Recall Rights

If a teaching vacancy occurs within an employment unit which has implemented a reduction in force, Employees who were laid off by that employment unit who are qualified and licensed for that vacancy will be recalled in reverse order of lay-off provided that they maintain an active employment file in the office of the Superintendent as of January 1 of each year. In addition, all vacant teaching positions under recruitment will be posted internally in all Supervisory Union schools and on Schoolspring.com or other comparable web-based employment platform utilized by the Supervisory Union.

Employees who are laid off shall have recall rights within the employment unit wherein they were formerly employed and reduced (or the Supervisory Union, if applicable) for a period of twenty-four (24) months from the effective date of the layoff. Employees shall have recall rights to positions of equal or lesser FTEs to the FTE the Employee lost in the original reduction. The Board may, but is not obligated to, recall an Employee to a greater FTE position than the one from which the Employee had been reduced. Employees must accept the recall offer within ten (10) business days (i.e., Monday through Friday excluding legal holidays) of receiving the notice of recall; failure to do so shall render the Employee's recall rights null and void; however, an Employee may accept or refuse an offer of a lesser FTE position than the Employee held prior to the reduction without loss of recall rights during the

remainder of the recall period.

Notices of recall shall be sent by the Superintendent by certified mail/return receipt requested to the last address given to the Superintendent by the Employee, and a copy of each recall notice shall also be sent to the President of the Association. Employees who have been reduced in force are responsible for providing the Superintendent with a current forwarding address.

An Employee who has been reduced in force will not lose prior accrued seniority if the Employee is recalled to employment by the employment unit or is hired by any school within the Supervisory Union within the two year recall period, provided, however, that an Employee does not accrue seniority during the period that Employee is laid off.

Any Employee inducted into the military service while employed by one of the employment units covered by this Agreement will be guaranteed an appropriate position upon his/her return to employment following the end of the Employee's military obligation. The Employee's placement on the salary guide will be advanced by the number of years the Employee was absent for service in the military.

ARTICLE XVI **RETIREMENT BENEFIT**

16.1 Former WSSU Teachers Retirement Benefit

For those former WSSU teachers who had available the benefit described below, said benefit shall continue for the duration of this agreement. h

Upon qualifying for and receiving Vermont Teacher retirement a teacher with a minimum combined total of fifteen years served in the WSSU and CVSU shall be entitled to compensation for his/her accumulated unused sick leave days. This will be done at a rate of sixty dollars (\$60.00) per each accumulated unused sick leave day, provided said teacher notifies the Superintendent by the 10th of December of his/her last year of employment of his/her intention to retire at the end of that year. Total liability to the Board per eligible teacher will not exceed the rate of (\$60.00) times a maximum of ninety (90) sick leave days. This compensation will be paid out in three (3) equal installments in September, January, and June of the year immediately following the teacher's last year of employment. Teachers receiving Vermont Teachers' Retirement who are employed by a Board on a part-time basis are not eligible for this benefit.

16.2 Former ONSU Teachers Retirement Incentive

For those former ONSU teachers who had available the benefit described below, said benefit shall continue for the duration of this agreement.

- A. Eligibility - Any teacher in the former Orange, Washington, and Williamstown School District teacher bargaining unit who has or will have accumulated either:

- a. At least fifteen (15) years of teaching service in the District by June 30 of the school year may apply for this incentive.
- b. At least fifteen (15) years of teaching service in the District and a total of twenty-five years of creditable teaching service as documented by the State of Vermont Teachers Retirement System's policy or an equivalent policy elsewhere by June 30 and who resign/retires from the District as stated below.
- c. Current and returning employees are only eligible for the retirement incentive once.

B. Compensation –

- a. The teacher who resigns/retires under this plan shall receive a cash payout of sixty percent (60%) of his/her last year's salary with the District or SU, exclusive of extra compensation for extra-curricular activities and the like which shall not be counted. The cash payout described above will be made in four (4) equal installments on September 1 of the first four years following the teacher's resignation. The payments will be less any applicable deductions for state and federal taxes. The individual teacher shall have insurance coverage for one year, as per the Master Agreement, fully paid by the Board. If enrolled in a family plan, the teacher shall pay the difference between the individual premium and the family premium. Following the expiration of the one-year period, the teacher will be allowed to continue coverage in the group plan at his/her expense for a period of six (6) months. If the teacher elects coverage under the Vermont State Teachers' Retirement System the Board will reimburse the teacher for his/her share of the contribution to premium cost for single coverage for a period of one year.
- b. For the teacher who retires/resigns under the air time plan, the district or SU shall purchase "air time" in the Vermont State Teachers' Retirement System for the teacher at a cost not to exceed sixty percent (60%) of his/her last year's salary with the District or SU, exclusive of extra compensation for co-curricular activities and the like which shall not be counted. The District or SU shall complete this payment on behalf of the teacher to the Vermont State Teachers' Retirement System within thirty (30) days of the effective date of the teacher's retirement. Any portion of the payment due hereunder which is not expended on the purchase of air time will be paid to the teacher in accordance with the provisions of 16.2 B.a. above unless otherwise agreed between the teacher and the Superintendent.
- c. Procedures - Teachers accepting an early retirement incentive will tender to the Boards of School Directors an irrevocable letter of resignation by November 1st (or a later date as may be agreed to by the Board) of the school year preceding the year in which he/she will retire. Unless otherwise agreed between the Board and the Association, a maximum of four (2 - Williamstown, 1 - Washington Village School, 1 - Orange Center School) teachers are eligible for this benefit during each school year for the duration of this agreement. In the event that the number of applicants exceeds the number of approved early retirement slots allotted to any given school district or SU the teacher receiving the

early retirement benefit shall be selected on the basis of greatest seniority within the District.

Current and returning employees are only eligible for the retirement incentive once

ARTICLE XVII
SEVERABILITY

If any portion of this Agreement or any application thereof is held to be contrary to existing state or federal laws by an appropriate court, then such provision or application will not be deemed valid or subsisting except to the extent permitted by law; but all other provisions and applications will continue in full force and effect. If any such provision is held contrary to law, that provision will be negotiated in the succeeding contract.

ARTICLE XVIII
DURATION

The provisions of this Agreement will be effective as of July 1, 2020 unless otherwise noted in this Agreement and will continue and remain in full force until June 30, 2023. This Agreement will automatically be renewed and will continue in full force and effect for an additional period of one (1) year unless either the Board or the Association gives notice in writing to the other not later than October 15th prior to the expiration date or any anniversary thereof of a successor Agreement.

ACKNOWLEDGMENT OF ARBITRATION

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 Board and the Association agree to submit any such dispute to an impartial arbitrator.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the ___ day of June, 2021.

BY: _____

BY: _____

Susette Bollard, Superintendent
On behalf of the CVSU Board

Dorothy Higgin, CVEA President

Susette Bollard, Superintendent
On behalf of the Paine Mountain
School District Board

Judy Knapp,
Member of the Negotiating Council

Susette Bollard, Superintendent

On behalf of the Echo Valley Community
School District