

MASTER AGREEMENT

BETWEEN

THE BOARDS OF SCHOOL DIRECTORS

FOR THE

**CALEDONIA CENTRAL SUPERVISORY UNION
CALEDONIA COOPERATIVE SCHOOL DISTRICT
DANVILLE SCHOOL DISTRICT
PEACHAM SCHOOL DISTRICT**

AND THE

**CALEDONIA COOPERATIVE EDUCATION
ASSOCIATION – VT – NEA
EDUCATIONAL SUPPORT STAFF UNIT**

JULY 1, 2019 – JUNE 30, 2020

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Acknowledgement of Arbitration

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

PREAMBLE

This collective bargaining agreement (the “Agreement”) is entered into by and between the Caledonia Central Supervisory Union, Caledonia Co-op, Danville and Peacham Boards of School Directors, hereinafter called the “Board”, and the Caledonia Cooperative Education Association affiliated with the Vermont Education Association and the National Education Association, hereinafter called the “Association”.

Article 1 Recognition

- 1.1 The Board recognizes the Association, pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, as the exclusive representative for collective bargaining purposes concerning the terms and conditions of employment for the Caledonia Cooperative Education Association of the following districts:
 - Caledonia Cooperative School District (Barnet, Walden, Waterford)
 - Danville Town School District
 - Peacham Town School District
 - Caledonia Central Supervisory Union

- 1.2 **Caledonia Central Supervisory Union:**

The bargaining unit shall consist of all support staff, excluding supervisory administrators, transportation coordinator, maintenance supervisor, food service manager, Supervisory Union office support staff, behavioral interventionists, therapeutic case managers, nurse’s assistant, crossing guards, lunchroom monitors or those employees referenced in Article 1.7.

- 1.3 Throughout this Agreement reference to the Board(s) or District(s) shall be deemed to refer to one of the four (4) individual Boards and Districts noted in the Preamble of this Agreement. As such, where action by the referenced Board or District is required, such action, unless otherwise expressly noted, shall be the action of each individual Board and/or District relative to that District’s employees or local bargaining unit.

- 1.4 Throughout this Agreement, reference to the Association or Associations shall be deemed to refer to Association noted in the Preamble of this Agreement. As such, where action by the referenced Association or bargaining unit is required, such action, unless otherwise expressly noted, shall be the action of the Association.

- 1.5 Despite references in the Agreement to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, whether or not a member.
- 1.6 Throughout this Agreement, reference to Superintendent shall be deemed to include any administrator to whom the Superintendent has delegated authority to act on his/her behalf.
- 1.7 The term Employee as used in this Agreement does not include any individual who works less than ten (10) hours per week or who is employed as an administrator, supervisor, contractor, exempt Employee, seasonal or temporary employee.

Article 2
Association Rights

- 2.1 The Board and the Association hereby agree that each employee has the right to organize, join and support the Association for the purposes of engaging in collective bargaining and other activities for mutual benefit or to refrain from such activity. The Board and the Association agree that they shall not interfere with, restrain, or coerce any employee in the exercise of any rights covered under Title 21, Chapter 22 of the Vermont Statutes Annotated. The Board agrees it shall not discriminate against any employee with respect to salary or any other terms or conditions of employment by reason of his/her membership in the Association of its affiliates.
- 2.2 The Association will have use of school facilities as set forth in Vermont law. See 16 V.S.A. §2002. In addition, the Association may use such equipment as is normally located for staff use within the school, as well as school audio-visual equipment, upon appropriate request to, and approval of, the principal, provided that such use does not interfere with the teaching of pupils, interrupt normal school operations, or include the posting of denigrating material.
- 2.3 Any cost for repair or replacement as a result of such use of equipment, and for the cost of materials will be borne by the Associations.
- 2.4 Any duly authorized Association representatives shall be permitted to conduct and transact official business of the Association on school property, provided that this does not interrupt or interfere with the assigned duties or school programs and operations. Any unauthorized Association representative shall first report to the Principal or his/her authorized designee to receive permission for the same.

2.5 The Association shall have the right to use the employee's workroom/lounge for the posting of notices of its activities and matters of Association concern, provided that no matter be placed in the workroom/lounge that is confidential, is derogatory to any school personnel or to the Board. The Association may use the mailboxes for communication to employees, provided that the above negotiated safeguards are followed. Subject to the District rules and guidelines, the Association may use the District's network for email communications and internet service.

2.6 The Association's exercise of any retained right or function in a particular manner shall not preclude the Association from exercising the same right or function in any other manner that does not violate the express written terms of this Agreement. The Association's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise such right or function at any future time.

2.7 **Dues Deduction:**

The Board agrees to deduct from each employee's salary dues for the Association upon said employee's initial membership therein. Such authorization will be voluntary and in writing. The Board will transmit quarterly said monies deducted to the Treasurer of the Association. Dues will automatically continue to be deducted from an employee's salary unless the employee directs the Association and the Board (through the Superintendent), in writing, between June 1st and June 15th of the preceding year to stop making dues deductions. By July 1st of each school year, the Association shall provide the business office with the dollar amount of the Association dues. The deadline for submitting payroll deduction authorizations for employees new to the District or employees newly electing to join the Association is October 1. Thereafter, any employee authorizations for dues deduction shall be paid in a lump sum.

Responsibilities:

By September 1, the Board shall provide the Association a list of all staff covered under the collective bargaining agreement, and thereafter upon request of the Association, but not more than once per quarter. It is the Association's responsibility to provide the signed authorization to the Board for payroll deduction by October 1 for new staff. The Board is not responsible for obtaining or counseling employees about joining or not joining the Association. The only duty of the Board is to collect the dues once a payroll authorization is received, signed by the employee. It is up to the Association to collect the dues from those employees who do not authorize payroll deduction. It is the responsibility of the Association to establish dues annually in accordance with state and/or federal law.

- 2.8 Once an employee has been hired and placed, the Association will be informed within ten (10) business days of the hiring and placement. When an employee departs, the Association will be notified within ten (10) business days.

**Article 3:
Board Rights**

3.1 **Management Rights Clause:**

The Board retains all of the rights and functions necessary to determine the educational policies of the District and to effectively manage the District except to the extent that they are expressly and specifically modified by the express written terms of this Agreement. These rights include, but are not limited to, the right to establish the curricula, methodology, and standards of teaching; to plan, direct, schedule, assign, transfer, and control work assignments and duties; to determine the means, methods, processes, materials, and equipment necessary to deliver the services provided by the District; to create, review, and eliminate positions; to hire and demote; to discipline, suspend, and discharge; to establish and implement reasonable rules and regulations not in conflict with the express written terms of this Agreement.

The Board's exercise of any retained right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner that does not violate the express written terms of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise such right or function at any future time.

**Article 4:
Employee Rights**

- 4.1 The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in application or administration of the Agreement or any other rule, regulation, or policy relating to the terms and condition of Support Staff employment on the basis of race, creed, color, religion, national origin, sex, marital status, age, disability, or any other legally protected status under state or federal law. No grievance involving an alleged violation of this provision may proceed beyond Step 3 of the grievance procedure.
- 4.2 Whenever any employee is required to appear before the principal, Superintendent, or School Board, concerning any matter which may adversely affect the continued employment of the employee or which could result in disciplinary action, he/she is entitled to have a representative present to advise him/her during such meeting or interview. Employee shall be advised of the nature of such a meeting at least twenty-four

(24) hours in advance, except for in emergencies as determined by the superintendent. When an emergency meeting is called, the employee shall present him/herself as soon as possible, but shall be entitled to meet with his/her representative for a maximum of thirty (30) minutes prior to such meeting.

- 4.3 Any formal complaint regarding an employee made to any member of the administration by any parent, student, or other person which might lead to adverse action against an employee or used in an evaluation will be brought in writing to the attention of the employee in a timely fashion. Complaints will be investigated prior to any disciplinary or other adverse action by the administration or the board containing reference to the complaint. The employee will be given an opportunity to respond to and/or rebut such complaint. The superintendent may place the employee on administrative leave with full pay and benefits during any period of investigation related to a complaint against an employee.
- 4.4 Just Cause – Except for probationary employees, no employee shall be dismissed, suspended, contract non-renewed or disciplined without just and sufficient cause. Any such action will occur only after a meeting between the employee involved and the principal and/or superintendent, at which time the employee will be informed in writing of the specific reasons thereof. The employee, at his/her option, may have a representative present at such meeting.
- 4.5 In the event that a paraeducator is assigned the task of the personal care of a student; i.e. toileting, changing clothes, etc., the Administration shall provide that no employee perform these duties without having another employee present.

Article 5: Grievance Procedure

Definitions:

- A. **Grievance:** A grievance shall be defined as a claim by the Association, employee, or employees that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
- B. **Grievant:** The grievant shall be the employee, employees, or Association instituting a grievance at its initial step under this Agreement.
- C. **Time Limits:** All the time limits consist of employee work days except that when a grievance is submitted on or after June 1, time limits shall consist of week days. Failure by the grievant to adhere to these procedures within the specified time periods shall render the grievance null and void. Failure of any

administrative body to render a decision within the specified time limit will allow the grievant or the Association to advance the grievance to the next step in the Grievance Procedure. The time limits noted herein may be extended by mutual agreement between the Association and the Superintendent or Board.

- D. **Association Representation:** Association representatives shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance. Nothing herein contained will be construed as limiting the right of any Employee having potential grievance to discuss the matter informally with his/her supervisor and having a grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- E. **Written Notification:** If electronic, it needs to have read receipt, anything mailed must be certified, hand delivered will be stamped or dated and signed by both parties.

The grievant shall, at all steps in the grievance procedure, be entitled to be represented by the Association or her/himself. At no time shall the grievant be represented by an administrative official. The Association shall be the sole and exclusive representative in all levels of the grievance procedure except that the individual employee may represent her/himself.

Procedure:

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the Employee, an Association representative may assist in this resolution. Notwithstanding the above, a grievance may be processed as follows:

Step 1: The grievant shall present the grievance in writing, setting forth the specific problem being grieved and the redress sought, to the immediately involved principal. The principal shall arrange for a meeting with the grievant and the Association's Grievance Committee to take place within ten (10) days of his/her receipt of the grievance. The principal must provide the grievant and the Association with a written decision on the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision was based. No grievance shall be given formal consideration unless it is filed at Step 1 within twenty (20) days of when the grievant had knowledge of the occurrence which gave rise to the grievance.

Step 2: If the grievance is not resolved at Step 1, then the grievant may refer the grievance in writing, indicating the reasons for dissatisfaction with the decision of Step 1 and the redress sought, to the superintendent or his/her official designee within ten (10) days after receipt of the Step 1 decision. The superintendent shall arrange for a meeting with the grievant and the Association's Grievance Committee to take place within ten (10) days of his/her receipt of the grievance. The

superintendent shall render a decision in writing, giving reasons upon which his/her decision is based. Copies of the written decision shall be given to the grievant and the Association within ten (10) days of the meeting.

Step 3: If the grievance is not resolved at Step 2, the grievant may, within ten (10) days of receipt of the Step 2 decision, forward the grievance to the Chairman of the School Board or his/her agent setting forth the reasons for dissatisfaction with the Step 2 decision and the redress sought. The Board or a Committee thereof, shall, within ten (10) days of receipt of the appeal, hold a hearing with the grievant and the Association's Grievance Committee. Each party shall have the right to include in its representation which witnesses and as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall render a decision, in writing, giving the reasons upon which its decision was based. The written decision shall be delivered to the grievant and the Association within ten (10) days of the Board's hearing.

Step 4: If the Association is not satisfied with the disposition at Step 3, then the Association may request binding arbitration of the grievance. Such request shall be in writing and shall be submitted to the Superintendent of Schools. The parties may mutually select an individual to serve as arbitrator or may submit the matter to the American Arbitration Association ("AAA"). If the grievance is not submitted to the AAA within thirty (30) days, the grievance shall be considered withdrawn, with prejudice. Decisions of the arbitrator in matters regarding the grievance shall be final, and shall not be subject to appeal by either party, except as provided by the Vermont Uniform Arbitration Act (12 V.S.A. Chapter 192) and the Rules of the AAA.

Unless the parties agree in the statement of the issue presented to the arbitrator, the arbitrator shall have no authority to hear or rule on any claim that involves the alleged violation of any constitutional or civil rights (including by way of example and not limitation, allegations that would constitute a violation of the U.S. Civil Rights Act, American with Disabilities Act, the Family & Medical Leave Act, the Vermont Fair Employee Practices Act and the Vermont Parental and Family Leave Act); provided however, an arbitrator may hear or rule on a claim involving the FMLA and the VPFLA directly related to an express written provision of the Agreement. It is agreed that the arbitrator is empowered to award only compensatory damages and that the arbitrator shall have no authority to award interest on such damages or attorney fees.

- 5.1 The Board, the Association and individual employees understand that this Article V of this Agreement contains an agreement to arbitrate grievances. After signing this agreement, the Board, the Association, and the employees understand that they will not be able to bring a lawsuit concerning any disputes that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Article.

- 5.2 Neither the Board nor the Association will be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party prior to the arbitration hearing.
- 5.3 The arbitrator shall not have the power to add to, delete from, or in any manner alter the terms of this Agreement. The arbitrator is empowered to award compensatory damages and shall have no authority to award punitive damages, interest on damages, or attorney fees. Unless the parties agree in the statement of the issue presented to the arbitrator, the arbitrator shall have no authority to hear or rule on any claim that involves the alleged violation of any constitutional or civil rights (including by way of example and not limitation, allegations that would constitute a violation of the U.S. Civil Rights Act, American with Disabilities Act, the Family & Medical Leave Act, the Vermont Fair Employee Practices Act and the Vermont Parental and Family Leave Act.)
- 5.4 Each party shall bear the full cost for its representation in the arbitration. The costs of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party shall bear full cost for the transcript. Should both parties order a transcript, the costs of the two transcripts will be divided equally between the parties.
- 5.5 The Board acknowledges that right of the Association's Grievance Committee to participate in the processing of a grievance at any level and no Employee shall be required to discuss any grievance if the Association's representative is not present.
- 5.6 Any Step of the Grievance Procedure may be by-passed by mutual agreement by the parties.
- 5.7 No reprisals of any kind will be taken by the Board or the school administration, the Association, or other employees against any employee because of his/her participation or nonparticipation in this Grievance Procedure.
- 5.8 The Board, the Administration, and the Association agree to cooperate in the investigation of any grievance, and, further, agree to provide each other with such information as it established to be pertinent to the processing of any grievance. Should the parties schedule any grievance meetings that require that a employee or an association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- 5.9 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
- 5.10 A grievance may be withdrawn at any level without establishing precedent.
- 5.11 Under no circumstances shall the Administration, Association or an employee involve the students who are minors in the investigating, processing, or hearing of a grievance unless prior written consent form a parent or guardian is filed with the building administrator,

direct supervisor or Superintendent at least twenty-four (24) hours before such involvement. If the District intends to use a student as a witness in an arbitration hearing, the Association shall be notified at least twenty-four (24) hours before the hearing.

**Article 6:
Individual Contracts**

- 6.1 Individual employee contracts will include employee category, assignment, rate of pay, daily hours to be worked and length of the work year. Returning employees will be issued a new contract no later than May 15 of the preceding year. Additionally, newly hired employees will be provided with a copy of the job description and collective bargaining agreement.
- 6.2 Notice of non-renewal of an individual contract will be in writing, and will be delivered to the employee by certified mail or in person no later than May 1, stating the reasons for non-renewal.
- 6.3 An employee receiving a contract will indicate acceptance of the offer by signing and returning it no later than June 1. Failure of an employee to do so may, at the option of the board, be accepted as conclusive evidence of non-acceptance of the offer, and in such instances the job will be considered vacant. An employee may request an extension, but such request will be in writing and written approval of the superintendent will be required.

**Article 7:
Evaluations and Personnel Files**

- 7.1 The Administration shall conduct an annual evaluation of each employee. The evaluation instrument will be defined with criteria stated in writing and the evaluation instrument shall be made available to the employees no later than October 15 of each year. The employee shall be notified twenty-four (24) hours in advance of a formal evaluation. Evaluations will be based on observations of the employee in the performance of his or her assigned duties. The Administration shall not conduct formal observations of multiple employees at the same time. Nothing in this article prevents the administration from conducting routine supervision and/or providing feedback to employees regarding their performance in their assigned duties.
- 7.2 Each employee will receive a copy of the written evaluation report within ten (10) school/work days of the completion of the evaluation. If requested by either the employees or the educator, a post conference will be conducted to discuss the evaluation. The scheduling of the conference shall also occur within the five (5) day period; however, the date of the actual conference need not strictly occur within the five (5) day time limit.
- 7.3 The employee and the administrator shall sign the official school copy of the evaluation report when completed, indicating that the report has been seen by the employee and discussed with the administrator, and the employee has received a copy of the same.

Such signature by the employee shall not be construed to indicate either agreement or disagreement with the contents of the evaluation report. No employee will be required to sign a blank or incomplete evaluation form.

- 7.4 The employee has the right to submit a written answer to such evaluation and his/her answer shall be signed and dated by both the employee and the evaluator, and will become attached to and will become a part of the file copy.
- 7.5 In the event of an unsatisfactory evaluation, the evaluator shall identify the areas of deficiency and specific expectations for improvement.
- 7.6 If an employee is placed upon a corrective action plan, it shall include assessments of the skill to be improved, defined objectives for improvement, and methods and means for improvement. The plan will prioritize the deficiencies so they can be addressed in an effective manner by the employee. The administrator will coordinate and supervise support to assist that employee in achieving the levels of identified skills and will schedule ongoing meetings to discuss progress. The administrator will determine the level of support required and respond accordingly.
- 7.7 Employees will have the right, upon request, to review the contents of their personnel file and employee will have the right to have a representative accompany him/her during such review. An employee will have the right to indicate those documents and/or materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the superintendent and if he/she agrees, at the sole discretion of the Superintendent, the documents will be destroyed.
- 7.8 No adverse material concerning an employee's conduct, service, character, or personality will be placed in the personnel file without the employee having an opportunity to review such material. The employee shall receive a copy of the material and shall acknowledge that he/she has had a chance to review such material by signing a copy to be filed, with the express understanding that the signature in no way indicates an agreement with the contents. The employee has the right to submit a written answer to such material and his/her answer will be attached to the file copy.
- 7.9 The Board agrees to establish only one (1) personnel file to be kept in the office of the Superintendent. All items evaluative in nature that are placed in the personnel file must be signed by the employees.

Article 8:

Employee Classifications and Definitions

- 8.1 The following words and phrases used in this contract, unless a different meaning is expressly required by the context shall have the following meaning:
 - A. Full Year Employees: Employees hired by the Board on a year round basis. The number of hours per week shall be determined by the Board.

- B. Intermediate Full Year Employees: Employees hired by the Board who work more than the school year but less than 49 weeks per year.
 - C. School Year Employees: Employees hired by the Board to work during the normal school year. The number of hours per week shall be determined by the Board.
 - D. Part Time Employees: Employees hired by the Board who work less than the school year.
 - E. Employee Categories: Administrative Assistants, Bus Drivers, Cafeteria Employees, Head Cafeteria Employees, Custodians, Head Custodians, Lifeskills Interventionist, Para-educators, Speech Language Assistant, Student Support Center Assistant.
- 8.2 All salaries, benefits, duties and planning time for part-time support staff will be prorated based on his or her full-time equivalency (FTE) status, unless specified differently elsewhere in this Agreement. For purposes of proration only, 30 hours per week equals a 1.0 FTE. Employees who work seventeen hours or less per week are not eligible for benefits.

**Article 9:
Conditions of Employment**

- 9.1 **New Employee Probation:**
Every new employee will serve a probationary period of ninety (90) calendar days. During the probationary period, the employee may be suspended, dismissed, or non-renewed without just cause, and such decision by the Superintendent shall not be grievable.
- 9.2 The Association will be provided an opportunity to discuss and provide input before an existing job description is changed.
- 9.3 Employees who are required to lift and/or carry as a regular part of their employment shall be so notified in their job description.
- 9.4 Employees who are required as a condition of employment to incur financial costs shall have said costs paid by the District. The employee must have prior written approval of the principal or associate principal in order to claim payment, unless the costs were incurred in a fashion or situation that was not anticipated or foreseen.
- 9.5 **Mileage Reimbursement:**
Any support staff who is requested to use his/her automobile for district travel during the course of his/her employment, other than to and from school, as authorized and/or required shall be reimbursed for mileage at the current IRS allowable rate. This travel

would consist of, traveling to and from conferences, and other designated locations as requested by administration. Reimbursement shall be made following submission of a voucher by the support staff to the building administrator or supervisor, or his/her designee. This does not include reimbursement for in-district travel for professional development days within CCSU.

9.6 Any support staff who work regularly less than eight (8) hours per day will be assured of a fifteen (15) minute paid break, daily. Any support staff who work regularly eight (8) hours per day or more will receive two (2) fifteen (15) minute paid breaks, daily.

9.7 Support staff shall have an unpaid half hour, duty free lunch schedule each day.

9.8 **School Closings:**

- A. When schools are closed due to severe weather conditions, school-year support staff shall not be required to work. A school-year employee agreeing to work at the request of an administrator shall receive their regular rate of pay for that day.
- B. In the event of early dismissal because of emergency conditions, the work day for all school-year support staff will end when students have safely departed, but a regular wage will be paid. Emergency conditions, in the context of this provision, refer to situations or conditions that pose a threat to the health, safety, and general welfare of the student body or the staff.
- C. Employees shall not be required to make up snow days unless the make-up days are schedule as student days. If part of the school day is cancelled (delayed opening or early releases) the employees shall be paid for the full day. Scheduled early release days are not included in this provision and employees will only be paid for time worked on those days.
- D. In regards to delayed opening, the work of the employee will begin fifteen (15) minutes before the students starting time, other than essential staff as defined by administration.

9.9 **Tuition Reimbursement:**

The Board will provide an amount of money equal to the actual cost of two three-credit courses up to the UVM in-state tuition rate. Such amount of money will be applied toward courses, conferences, seminars, workshops, mileage, etc. related to employment and pre-approved by one of the Principals. Mileage will be reimbursed at the IRS rate in effect at the beginning of the fiscal year.

9.10 **Custodians, Bus Drivers, and Cafeteria Workers:**

- A. Changes in custodian's or bus driver's normally scheduled shift will not be made without a week's advance notice unless a situation arises which could not have

been anticipated such as illness of an employee, damage which must be immediately repaired, etc. Work schedules will not be changed in an arbitrary or capricious way nor without consultation with the employees involved. During non-student days, all custodians shall be customarily assigned to the regular day shift unless a different shift is previously assigned to accommodate weekend schedules or evening schedules. Weekend duties will be equitably assigned.

- B. To prevent damage to personal clothing and to present an official public appearance, the district shall provide to all custodians who request it, a set of uniform clothing, consisting of five shirts, five trousers, two jackets and one liner, and coveralls. Custodians will be eligible for uniforms following the probationary period. It is expected that those who request uniforms will wear them on the job and not off duty. Upon turning in worn garments, replacements will be furnished as needed thereafter. Uniforms remain the property of the school district and are to be returned upon leaving employment as a custodian during the first year after purchase. Thereafter, uniforms become the property of the custodian. Care and cleaning of the uniforms shall be the employee's responsibility.
 - C. The district will reimburse each employee of the cafeteria staff and custodians for no more than \$100.00 per year for footwear they purchase that is directly linked to their work in the District. Employees will be reimbursed for footwear purchased after submitting proof of purchase.
- 9.11 The Board shall provide the equivalent of three (3) days training, as determined by the Board in its sole discretion, for each paraeducator. Such time may be in the form of full days, half days, or a number of hours outside the school day.
- 9.12 **School Bus Drivers:**
- A. Upon submission of receipts or other documentation, school bus drivers and custodian-drivers on field trips of eight (8) hours or more shall be reimbursed for meals, overnight expenses and other expenses previously approved.
 - B. All drivers shall be paid for morning driving hours whenever school is cancelled because of inclement weather or other emergency.
 - C. The district will pay renewal fees for drivers required to hold the Commercial driver's License, above and beyond the renewal fee for a Vermont driver's license.
- 9.13 **Paraeducators/Lifeskills Interventionists:**
- A. Paraeducators who participate in IEP meetings, grade-level meetings, staff meetings, school-related evening events or any educational functions that require an extension of their work day shall be paid for the additional time at their regular rate.

B. When a paraeducator serves as a teacher substitute, the paraeducator will be paid his/her pay plus \$15 for each half day. In addition, the District will make a good faith effort to retain a substitute to fulfill the normal duties of the paraeducator.

9.14 **Administrative Assistants:**

Administrative Assistants whose days require an extension for their workday shall receive their hourly rate for the additional hours worked.

**Article 10:
Leaves**

10.1 **Sick Leave:**

Employees will begin each contract year with a credit of fifteen (15) days of sick leave, and may accumulate sick leave up to a maximum of ninety (90) days. The Superintendent may request satisfactory evidence in any instance in which he/she has reason to believe that sick leave is being misused.

Sick Leave is maintained electronically for each employee through iVisions or a comparable tool.

The Board shall grant paid leave up to the maximum accumulated sick leave of each employee for illness as per the Vermont Family Leave Act. Such leave shall be with full pay and will be deducted from that employee's accumulated sick leave. Leaves in excess of three (3) consecutive days shall require written verification from the attending physician, if requested by the school principal, or other administrator. This leave shall also include leave to care for any individual living full time in the employee's home.

Note: Consideration will be taken for the care of employee's children, understanding that a family may have multiple children that may become ill in a short period of time due to a temporary illness. In this event physician verification may not be warranted.

10.2 **Long Term Disability:**

The Board agrees to provide a long term disability (LTD) policy for each employee. The plan will pay 66% of an employee's per diem rate of pay at the time of the disability. LTD will commence on the 91st calendar day of illness for each occurrence of illness until cessation of illness. The employee is required to access the LTD once eligible. The Employee may opt to retain any unused sick leave days once LTD eligibility status is realized. Once eligible for LTD, the employee shall receive only the difference between the LTD and their regular salary for the extent of the employees' accrued sick leave. The employee's unused sick leave days will be accumulated until his/her return to work.

The Board shall continue to contribute premium costs of the medical, dental or applicable life insurance plans provided pursuant to this Agreement for a period of six (6) consecutive months commencing with the notification date of eligibility for disability benefits or the end of the school year (August 25 – June 20), whichever is greater.

10.3 **Sick Leave Bank:** The CCSU agrees to the establishment of a Sick Leave Bank which shall be administered by a committee composed of three (3) Association members and two (2) Board members. The Association shall submit an annual accounting of members, days and use no later than November 1st of each year.

- A. The maximum number of days accumulated in the Bank may not exceed eight hundred (800) days. Accumulated days in the bank, below the ceiling of 800, shall be carried over from year to year.
- B. Employees may contribute up to three (3) sick leave days to the Bank by October 1 of the school year.
- C. Employees must use all personal sick days of their own prior to using the Bank. Employees in need of extra sick days may request use of the days currently in the bank.
- D. Once eligible for long term disability insurance, the employee shall not use the Sick Bank.

Procedures:

- A. In the event of an extended illness which exhausts all of a Staff's accumulated sick leave days, the staff person may apply to the Sick Leave Bank for additional sick leave days and may use the sick leave bank days only until long term disability insurance becomes available.
- B. Upon application by a staff member or the employee's designee, if the staff member is so incapacitated as to not be able to apply, the committee shall review the application and they shall verify medical verification of illness from the attending physician and render a decision as to whether or not sick bank days shall be granted, and if granted and shall grant sick leave days according to the established limits.
- C. Payment for sick bank days shall be at full salary and the granting of these days shall not affect the employee's accumulation of sick leave days in future years.

- D. Any employee's unused sick leave that exceeds the allotted amount to be carried over per individual employee of ninety (90) days will be donated to the CCSU sick leave bank.
- E. The business office will document the individual district's accumulated contribution to the CCSU sick leave bank.

10.4 **Personal Leave:**

Each employee will be entitled to up to three (3) days of paid leave each school year for personal necessity. Except in an emergency, all personal leave should be requested at least twenty-four (24) hours in advance and will require the approval of the administration.

Personal leave is in no way to be construed as additional sick leave or vacation time and is not accumulated. Personal leave days will not be used for extending a holiday or vacation. The Superintendent has the right to limit the total number of leaves on any day, based on the needs of operating and providing services to students. Personal leave will be given priority over other leave requests due to the employee's personal circumstances.

The Superintendent or designee may approve personal leave to extend a holiday or vacation period due to special or extenuating circumstances.

10.5 **Professional Leave:**

Up to three (3) professional days per year for the purpose of visiting other schools or attending meetings, conferences, workshops, conventions, or clinics of an educational nature, may be granted by the Principal or CCSU Administrator. Requests for professional leave will be submitted in writing to the principal at least two weeks before the requested leave day. Whenever feasible, the employee shall be notified within one week whether his/her request has been approved.

Note: Additional professional leave may be approved by the Administration.

10.6 **Bereavement/Emergency Leave:**

- A. Five (5) days leave with pay per occurrence will be granted to an employee in the event of a death in the employee's immediate family. Immediate family will mean spouse, partner by civil union, significant other, child, stepchild, foster child, brother, sister, mother, father, grandparent or grandchild by family or marriage.

- B. Five (5) days leave with pay per occurrence will be granted in the event of a death in the employee's extended family.
- C. The Superintendent may authorize additional leave beyond the above limit. Such additional leave may be subtracted from the employee's sick leave with the permission of the Board.
- D. The Superintendent may authorize leave for special circumstances for category of relation is not listed above.

10.7 **Parental and Family Leave:**

The purpose of this Article is to notify employees of their rights under the Family Medical Leave Act (FMLA) and the Vermont Parent and Family Leave Act (VTPFLA). The provisions of this Article are not intended to either enlarge or diminish a support staff's rights under either statute. Unless specifically modified by this Article all definitions, rights, benefits and obligations created by the FMLA and/or the VTPFLA, including any regulations duly adopted there under, will apply.

10.8 **Parental Leave:**

A parental leave of absence without pay for a period of up to one (1) year will be granted to an employee, male or female, for the purpose of child rearing, of a newly born child or the adoption of a child. Such leave will be less than one year if the leave commences after the beginning of the school year. An employee requesting a parental leave will, except in the case of an emergency, notify the Superintendent, in writing, sixty (60) calendar days prior to the date on which the leave is requested to begin. The specific length of this leave is to be stated in such request. However, the employee may not return after May 1 except at the sole discretion of the Board.

Upon termination of the leave, the employee will be restored to his or her former position or a similar position (subject to any reduction in force action), and all benefits that existed before such leave began (including but not limited to accumulated sick leave) will be restored unless modified by a new contract. During such leave an employee will have the option of continuing participation in the group insurance program(s) if he/she pays the full premium in monthly installments as they become due, provided this does not conflict with the insurance carrier's regulations.

10.9 **Leave of Absence:**

A leave of absence without pay for up to one (1) school year may be granted by the Board to pursue professional development or for other personal reasons.

- A. All benefits to which an employee was entitled at the time the leave commenced, including, but not limited to, unused sick leave and credits towards seniority eligibility will be restored upon his/her return, and if possible he/she will be assigned to the same position or a similar position which he/she held at the time the leave commenced. During the period of absence, the support staff employee

will have the option to remain an active participant in all insurance benefit programs by contributing the full amount including the district's contribution.

- B. An employee on such leave of absence will be subject to the reduction in force provisions of the Agreement.
- C. An employee requesting a leave of absence must submit the request by May 1; the request must be submitted at least thirty (30) days before the beginning of the leave. The Board may, in its sole discretion, grant exceptions to these dates, if unforeseen circumstances arise.
- D. An employee will notify the Board of intent to return his/her position sixty (60) days prior to the expiration date of the leave, or May 1 of the school year in which the leave expires, whichever is earlier. Failure to provide such notification will be accepted as conclusive evidence that the employee does not intend to return effective as of the notification date.

10.10 Leave Pro-Ration:

Part-time employees shall be entitled to all leaves noted in this Article on a pro-rata basis, based upon the employee's full-time equivalency (FTE) under one of the following methods:

- A. An employee contracted to work partial days for an entire school year shall be entitled to a total number of days noted in this Article but shall be paid for each day at the per diem rate for the day of the absence; i.e., an employee contracted to work one-half a day will receive a one-half a day of pay for each day of absence.
- B. An employee contracted to work full days for part of the school year shall receive full pay for each day of absence but shall only be entitled to a pro-rata number of specified days of leave.
- C. An employee contracted to work partial days for part of the school year shall have both the specified number of days and his/her pay for each day pro-rated by his/her FTE.

10.11 Military Leave:

The Board shall comply with the requirements of federal and state law, including the Uniformed Services Employment and Reemployment Rights Act, regarding such military leave for employees.

10.12 Association Business Leave:

The President(s) or his/her designee may take up to one (1) day of paid leave to conduct Association business.

10.13 Jury Duty:

An employee called for jury duty or subpoenaed shall be excused from work as found necessary by the court. However, he/she must inform the principal as soon as notice from the court is received and shall verify the dates of the actual jury duty. If an employee is either released by the court before his/her hours of employment are over or able to report to work before court duty is required, the employee is required to report to work. Compensation for each day of jury duty will be at the employee's regular rate less the amount paid by the court. Any sum given to the employee on jury duty as a travel expense is to be retained by the employee.

10.14 Vacation Days:

Each full year Employee will earn annual paid vacation leave according to the following schedule:

1. First year of service one (1) week
 2. Second to sixth years of service two (2) weeks
 3. Seventh to fifteenth year of service three (3) weeks
 4. Sixteen plus years of service five (5) weeks
- A. During the first year of employment, employees will earn vacation on a pro rata basis. Therefore after, vacation will be allotted as of July 1.
 - B. During the first year of employment, vacation time may not be used during the first six months of employment, except in cases of emergency or special circumstances. The pay for one week of vacation is calculated based upon the number of hours worked in the employee's individual contract.
 - C. After the first year of employment, employee will be paid for any unused vacation should the employee leave the employment of the district.
 - D. Vacation time must be approved in advance by the principal. Vacation time is non-accumulative. Administrative Assistants who are not full year time employees but work a minimum of 15 days in excess of the school year shall be entitled to two weeks of vacation time when school is not in session after completion of three full years of employment, which will be prorated for part-time employees.

10.15 Holidays:

- A. Full-year employees: Will be entitled to the following eight (8) paid holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving and the day after, Christmas Eve and Christmas Day.

- B. School-year employees: Will be entitled to the following five (5) paid holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
- C. Holidays that fall on a weekend will be celebrated on Monday or Friday at the Board's discretion. Holidays that fall when school is in session will be designated by the Superintendent.

Article 11:
Insurance

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

11.1 The Board agrees to provide health and dental coverage to those employees represented by the staff association who work at least 30 hours per week. For those employees who work less than 30 hours per week, the Board's premium contribution will be prorated in accordance with Article 8.2

11.2 **Health Insurance:**

The Board will contribute an amount of money toward the cost of health insurance premiums for each full time employee participating in one (1) of the four (4) group health insurance plans offered by the Board through VEHI. The Board's contribution to the costs of a full time employee's health insurance premium will not exceed 80% of the premium costs for the VEHI Gold CDHP Plan. The Board agrees to offer single, two-person, parent-child and family health insurance coverage. 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 District. An employee selecting coverage under a less expensive Plan offered by VEHI may apply the District'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.

In addition to the premium contributions referenced above, the Board will establish and maintain Health Reimbursement Accounts (HRA) for employees who select coverage under any of the Plans offered by VEHI. The Board will fund 100% of the cost of the HRA for the payment of deductibles, co-payments and/or co-insurance required under each Plan offered by VEHI: \$2500 for a single plan and \$5000 for a two-person, parent/child, or family plan.

Payments for eligible OOP charges incurred will be made in accordance with the practice and policies of the HRA Administrator contracted by the Board. The Board may issue debit cards to facilitate such payments.

Should a medical insurance policy become available with an alternate insurer, providing equal or improved benefits at a reduced premium cost, the Board and the Association, as individual parties or in concert, reserve the right to re-open negotiations regarding the provisions of Article 11.

11.3 Domestic Partner Coverage:

The Board agrees to extend health and dental insurance to the “domestic partners” of employees and to the children of these domestic partners. It is expressly understood that the cost of said benefits will be borne by the support staff member and/or the domestic partner.

Domestic Partner – Meets the following criteria:

- A. The persons are each other’s sole domestic partner and have been in an enduring domestic relationship sharing a residence for not less than six consecutive months.
- B. The persons are eighteen years or older.
- C. Neither person is married to anyone.
- D. The parties are not related by blood closer than would bar marriage under Vermont law.
- E. The persons are competent to enter into a legally binding contract.
- F. The persons have agreed between themselves to be responsible for each other’s welfare.

An employee may obtain benefit coverage at their expense for his or her domestic partner by submitting an application or statement, signed and sworn by the employee and his/her domestic partner, declaring that the domestic partner relationship meets the criteria in 11.3 above.

An employee may obtain coverage for the child of his/her domestic partner at their expense provided all of the following criteria are met:

- A. The child otherwise meets the eligibility criteria for dependent children under the provisions of the health and dental benefit plans.
- B. The child can be, and is, claimed as a dependent by the employee and/or domestic partner for federal income tax deduction purposes.

- C. The child resides with the employee and their domestic partner.
 - D. The employee and their domestic partner have agreed between themselves to be jointly responsible for the child's welfare.
- 11.4 **Commission on Public School Employee Health Benefits:** The health insurance provisions in this agreement (11.2 and 11.3) shall remain in effect until such coverage is replaced by health insurance benefits mandated by the Commission on Public School Employees Health Benefits pursuant to the provisions of 16 V.S.A. 2101-2108.
- 11.5 **Dental Insurance:**
The Board agrees to provide and contribute 50% of the premium for single coverage of the Delta Dental Insurance for each full time (based on 30 hours per week) employee. Other employees shall be prorated. The plan shall be 100% A; 80% B; 80% C; to a maximum limit of \$1,500 per year.
- 11.6 **Workers' Compensation:**
An employee injured in the course of employment is insured by the employer through workers compensation insurance. This is mandated by law and provided applicable payments for medical bills, resulting disabilities, and loss of wages per Vermont Workers' Compensation statute [21 V.S.A. Chapter 9].
- 11.7 If Workers' Compensation coverage is denied by the carrier, the employee may use accumulated sick days, and employee may not use sick leave benefits while on Workers' Compensation.
- 11.8 **Payment in Lieu:**
Full-time employees, electing not to participate in the health insurance benefit, may request \$500.00 in lieu of insurance. Employees with a spouse working within the Supervisory Union are entitled to either the Payment in Lieu benefit or the Health Insurance Benefit, not both. Part-time employees electing not to participate in the health insurance may receive a prorated sum equivalent to their FTE. The regulations of the carrier will define eligibility.

The sum in lieu of insurance will be an annual option for eligible employees, who must make such election prior to June 1 of the preceding school year on a form available from the Superintendent. Payment disbursements will be made in two installments on or about October 1 and February 1.

An employee so electing payment in lieu of insurance who then seeks to reverse his/her decision during the health plan benefit year may do so subject to the regulations of the carrier. Prior to such enrollment, such employee shall make prorated restitution to the District of any payments(s) in lieu of. Such restitution shall be made in a single payment (not through payroll deduction). New employees who are also eligible for insurance will also be offered this option (on a prorated basis if working a partial election year).

Deadline for elections for new employees shall be the first of the month following date of hire.

11.9 Life Insurance:

The Board will provide a group life insurance policy for each employee in the amount of \$30,000 to be paid to the employee's designated beneficiary or estate, subject to the regulations of the carrier.

**Article 12:
Orientation and Training**

- 12.1 The Board shall provide a safe work environment that complies with all state and federal requirements.
- 12.2 All paraeducators working with students having Individual Educational Plans (IEPs) or 504 Plan shall have access to goals, strategies and methods in the IEPs/504 as determined by the administration.
- 12.3 The District shall reimburse employees for Hepatitis B immunization if the employee's insurance has denied a claim. The employee shall provide a statement of denial from the insurance company.

**Article 13:
Salary and Compensation**

- 13.1 The Board and the Association have agreed to total new money (wage increases due to column movement and an increase to the new wage scale) of 3.5% total new dollars. See Appendix A.
- 13.2 Initial placement on the wage schedule shall be determined by the Superintendent. No new employee will be placed higher than existing employees with the same job category. Placement will be determined by criteria based on years of experience and training. In exceptional circumstances, such as the need to fill positions where there is a critical skill shortage, the Superintendent has the discretion to place the employee where needed to fill the position.
- 13.3 On a bi-weekly basis, employees with irregular hours shall be paid on actual hours worked as reported on time sheets. The wages of employees on a standard school year contract shall be paid on a bi-weekly basis, commencing at the start of the school year. The employee may elect either 22 or 26 equal payments paid in 2-week intervals as long as the payments are in accordance with existing law. In the event that an employee elects 26 payments, all money owed the staff member may be paid in one lump sum check on the last payroll period in June or have the checks deposited or mailed bi-weekly as during the school year. On a quarterly basis, the Superintendent may adjust pay to account for unpaid time off.

- 13.4 Employees may choose to have his or her pay directly deposited into up to two accounts with the amount to be deposited in each account decided by the Employee.

Employees will be paid on Fridays every other week for the pay period that ends the prior week. The first paycheck of the school year will be issued no later than the second Friday in September. Time sheets indicating the actual hours worked shall be submitted to payroll at the end of each pay period.

Staff members are eligible for overtime payments at a rate 1.5 times their normal pay rate for hours worked beyond a 40 hour week. All overtime hours must be approved by the Principal prior to working the additional time.

Call-in pay for custodian(s) will be a minimum of 2 hours portal to portal. Overtime applies to the time worked beyond the scheduled 40 hours per week.

A statement of gross pay and all deductions shall accompany every paycheck.

- 13.5 When a mistake is found in an employee's contract, his/her pay will be adjusted retroactively to the correct amount in accordance with the salary schedule and the employee will reimburse the district if they have been overpaid or the district will compensate employee who has been underpaid. Repayment will be distributed under a mutually agreed upon plan.

13.6 **Payroll Deductions:**

The Board agrees to administer the following payroll deductions as authorized by an employee and provided such authorization is received by the Business Office.

- A. Financial Institutions
- B. Tax Sheltered Annuities
- C. Disability Insurance
- D. Health Insurance Contributions
- E. IRS Section 125 Account for contributions allowed by regulation
- F. Association Dues
- G. Other vendors as specifically approved by the Board

Such authorization shall continue in effect from year to year unless revoked in writing. Changes in payroll deductions may be made provided Human Resource and/or the Business Office has received 30 days' notice in advance of the intended change from the employee authorizing that change.

13.7 **Retirement:**

Upon retirement, employees with twenty (20) years of service in CCSU or its member school districts will be paid \$1,000.00.

**Article 14:
Reduction in Force**

- 14.1 No employee shall be laid off under the terms of this Article, if the reduction can be accomplished through attrition.
- 14.2 The board may determine the need for a reduction in force where there is a loss in funding, a drop in student enrollment or when it believes there are viable reasons to do so.
- A. Layoffs will be by job category.
 - B. If a layoff is necessary, that staff member with the least seniority within the job category will be laid off first.
 - C. Seniority shall be calculated from the date beginning with the employee's employment with the District determined by the time/date stamped as received in the supervisory union office regardless of the job category within the bargaining unit. Seniority will not be accrued during any period in which the employee is not employed by the District. Part-time support staff will accrue seniority on a pro-rata basis. Seniority will continue to accrue during periods of paid leaves of absence. The seniority list shall be updated annually and kept on file at the supervisor union office.
- 14.3 An employee who has been laid off shall be recalled by the Board to any vacancy which occurs in his/her job category, including long-term substitute positions, during the twelve (12) months immediately following the effective date of the layoff. The most senior employee in a particular job category laid off shall be the first employee recalled in that job category. It is understood that accumulated leave benefits including seniority and sick leave will be re-instated to an employee returning to employment after a reduction in force of less than two years. An employee returning after a reduction in force of two years or more will not have benefits reinstated.
- 14.4 Notice of recall shall be by certified mail (Return receipt requested) and E-mail (read receipt requested). If the employee does not indicate their acceptance of the position within ten (10) days of receipt of the recall notice, he/she shall be deemed to have refused the position and waved further recall rights under this Agreement. It is the obligation of the employee to keep physical address and email up to date with the central office.
- 14.5 **Transition of Seniority:** Employees previously employed by one of the forming districts (Barnet, Walden and Waterford School Districts) of the Caledonia Cooperative School shall have their seniority accrued under their forming district recognized by the Caledonia

Cooperative. Waterford employees whose employment was transferred to the Caledonia Central Supervisory Union will have their seniority accrued in Waterford recognized by the Supervisory Union.

**Article 15:
Vacancies**

- 15.1 Prior to the filling of any employee position in the Districts, or the Supervisory Union a written notification of the vacancy will be posted on the supervisory Union's website, and sent in an email to all CCSU employees. Such notification will be made in order to provide interested persons time to apply for such positions.
- 15.2 Notification of all vacancies for support staff positions shall be posted in the school building as they occur and staff shall have the option of applying for available positions. In the filling of vacancies, preference will be given to persons already employed, provided that their qualifications for such vacancies are at least equal to those of other applicants. Preferential consideration means the employee is guaranteed a thorough interview and review of candidacy. In all other respects, the employee's candidacy will be given equal consideration as that of all other candidates for the position. No effort will be made to fill the employee's present position until a decision has been reached on the requested transfer. In no instance shall the request of an employee be construed to mean that said employee is given automatic transfer.
- 15.3 The Board agrees that support staff employees are eligible to apply for and serve as leaders of co-curricular activities. Support staff employees shall receive the compensation level defined for that purpose.

**Article 16:
Negotiations Procedures**

- 16.1 Written notification from either party of the desire to negotiate a success or agreement will be made by September 30. The Board and the Association agree to meet commencing not later than October 15, unless otherwise mutually agreed upon, for the purpose of negotiating in good faith to reach an agreement for the year beginning July 1st on any subject, pursuant to Title 21, Chapter 22. The Board, in accordance with Vermont law, will not negotiate with any employee's organizations other than the Association.
- 16.2 The representatives of the Board and the Association will meet regularly at mutually agreed times until final agreement is reached.
- 16.3 During negotiations, the representatives of the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals.
- 16.4 Representatives for the Board and for the Association will be empowered to make tentative agreements.

- 16.5 When a tentative agreement is reached, it will be put in writing as a memorandum of understanding between the parties and submitted to the Boards and Association for ratification.
- 16.6 The Board will make available to the Association for inspection and duplication at reasonable time and places, data and information pertinent to the negotiations. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional or lay representatives to assist in negotiations.

**Article 17:
General Provisions**

- 17.1 **Severability:**
If any section, subsection, provisions, clause, or portion of this Agreement shall for any reason become invalid, or be deemed so by a court of competent jurisdiction, such section, subsection, provision, clause, or portion of the Agreement shall be deemed a separate, distinct, and independent provision and such invalidity shall not affect the validity of the remaining portions thereof. The parties shall meet within ten (10) days to clarify and/or amend the affected portions of the Agreement.
- 17.2 **Individual Contract Consistency:**
Any individual contract between the Board and an individual employee heretofore or hereinafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 17.3 **Printing and Publication:**
Within one month following ratification of the Agreement by both parties, the Board shall post a copy of the Agreement on the Supervisory Union web page. The Board shall give one printed copy to each new employee before said employee signs an individual contract.
- 17.4 **Notices:**
Except as specifically provided in this Agreement, all written notices to the Board or the Association, respectively, will be deemed to have been properly served if delivered electronically first and then personally or by certified mail to the Chair of the Boards and Superintendent and the President of the Association at the school at which he/she teaches. Furthermore, a copy of such notice shall be sent to the applicable school representative for the Association.
- 17.5 **Time Deadlines:**
Unless otherwise specifically provided in this Agreement, all time deadlines provided in this Agreement shall consist of school days from September 1 – June 12. From June 12 through August 31, days shall be weekdays, exclusive of legal holidays.

- 17.6 This Agreement incorporates the entire understanding of all parties on all matters which were the subject of negotiations. During the term while this Agreement is in force, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement. All other matters not incorporated in this Agreement remain within the purview of the Board which retains the right to manage and direct the operation of the District/Supervisory Union in order to efficiently carry out its mission in accordance with Vermont State Statutes.

**Article 18:
Duration**

- 18.1 This Agreement shall become effective on July 1, 2019 and shall expire on June 30, 2020. Thereafter, the Agreement shall automatically be renewed for one (1) year periods beginning each succeeding July 1 unless either party shall give notice of its desire to terminate or amend the Agreement according to Article 16, Negotiations Procedures.
- 18.2 Notwithstanding any other provision in this Agreement, in the event that a successor to this Agreement has not been ratified by the Board and the Association as of the expiration date of this Agreement, no salary increase shall be provided unless and until a successor to this Agreement is ratified which expressly provides for such increases. Notwithstanding the above, eligible employees shall receive column movement. The support staff contribution to insurance will remain the same dollar amount as the current contract until a new contract can be negotiated.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

By: CALEDONIA COOPERATIVE EDUCATION ASSOCIATION



President

~~10~~ ^{SJT} 1-14-20

Date




Chief Negotiator

1/15/20

Date

By: CALEDONIA CENTRAL SUPERVISORY UNION



Board Chairperson

Jan 7, 2020

Date

By: CALEDONIA COOPERATIVE SCHOOL DISTRICT

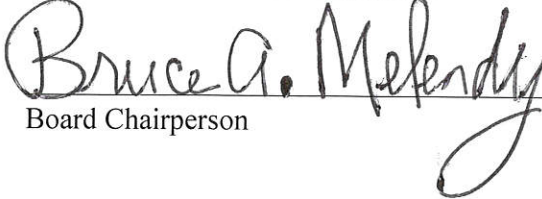


Board Chairperson

January 13, 2020

Date

By: DANVILLE SCHOOL DISTRICT

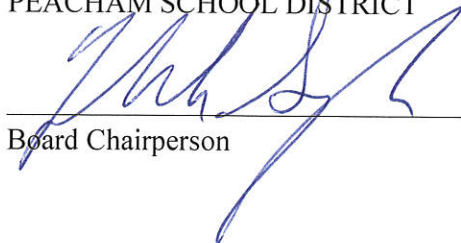


Board Chairperson

Jan. 7, 2020

Date

By: PEACHAM SCHOOL DISTRICT



Board Chairperson

1/06/2020

Date

FY20

Paraeducators			
Year 1	Year 2 -5	Year 6 - 10	Year 11+
\$ 14.92	\$ 16.15	\$ 17.36	\$ 18.57

Lifeskills Interventionist			
Year 1	Year 2 -5	Year 6 - 10	Year 11+
\$ 22.85	\$ 23.75	\$ 25.28	\$ 26.50

Speech Language Assistant			
Year 1	Year 2 -5	Year 6 - 10	Year 11+
\$ 17.97	\$ 19.19	\$ 20.40	\$ 21.63

Student Support Center Assistant			
Year 1	Year 2 -5	Year 6 - 10	Year 11+
\$ 18.57	\$ 19.81	\$ 21.02	\$ 22.24

Custodians			
Year 1	Year 2 -5	Year 6 - 10	Year 11+
\$ 15.41	\$ 16.63	\$ 17.85	\$ 19.07

Head Custodians			
Year 1	Year 2 -5	Year 6 - 10	Year 11+
\$ 17.51	\$ 17.70	\$ 18.93	\$ 19.88

Cafeteria Workers			
Year 1	Year 2 -5	Year 6 - 10	Year 11+
\$ 13.10	\$ 14.32	\$ 15.53	\$ 16.75

Head Cafeteria Employees			
Year 1	Year 2 -5	Year 6 - 10	Year 11+
\$ 17.72	\$ 18.25	\$ 19.16	\$ 20.12

Bus Drivers			
Year 1	Year 2 -5	Year 6 - 10	Year 11+
\$ 17.21	\$ 17.82	\$ 18.43	\$ 19.04

Administrative Assistants			
Year 1	Year 2 -5	Year 6 - 10	Year 11+
\$ 15.11	\$ 16.33	\$ 17.55	\$ 19.36