

**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**

**JULY 1, 2020 – JUNE 30, 2022**

## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Acknowledgement and Preamble	3
Article 1: Recognition	4
Article 2: Association Rights	4
Article 3: Board Rights	6
Article 4: Teacher Rights	6
Article 5: Grievance Procedure	9
Article 6: Individual Teacher Contracts	13
Article 7: Teacher Evaluations	15
Article 8: Mentoring	17
Article 9: Teaching Conditions	18
Article 10: Salary and Compensation	23
Article 11: Insurance	27
Article 12: Leaves	31
Article 13: Tuition Reimbursement	41
Article 14: Reduction in Force	44
Article 15: Negotiations Procedures	46
Article 16: General Provisions	47
Article 17: Retirement	48
Article 18: Duration	51
Appendix A-1: Salary Schedule (Barnet, Danville, Peacham, Walden, Waterford)	
Appendix A-2: Salary Schedule (Cabot/Twinfield CCSU Teachers)	
Appendix B: Retirement	
Appendix C: Co-Curricular Activities Salary	
Appendix D: Terms And Conditions – Healthcare Arbitration Award	

## **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 the Agreement.**

### **PREAMBLE**

This collective bargaining agreement (the “Agreement”) is entered into by and between the, Caledonia Central Supervisory Union, Caledonia Cooperative, Danville and Peacham Boards of the 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 16, Chapter 57 of the Vermont Statutes Annotated, as the exclusive representative for collective bargaining purposes concerning the terms and conditions of employment for all teachers as licensed by the Vermont Agency of Education and under contract with the Board to provide educational services for which licensure is required, excluding administrative personnel as defined by Chapter 57 of 16 V.S.A.
- 1.2 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 teachers or local bargaining unit.
- 1.3 Throughout this Agreement, reference to this 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.
- 1.4 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.
- 1.5 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.
- 1.6 **Throughout this Agreement, transition provisions shall be deemed to apply to special education teachers currently or newly hired, and assigned to the Cabot or Twinfield Schools. These grandfathered provisions are marked herein as "Cabot & Twinfield Only." In other parts of this agreement, certain provisions of this contract do not apply to special education teachers assigned to Cabot or Twinfield Schools. These are marked as "Does not apply to Cabot and Twinfield."**

## **Article 2 Association Rights**

- 2.1 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 teacher's 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.

- 2.2 Any cost for repair or replacement as the result of such use of the equipment, and for the cost of materials will be borne by the Association.
- 2.3 The Board and the Association hereby agree that each teacher 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 teacher 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 teacher with respect to salary or any other terms or conditions of employment by reason of his/her membership in the Association or its affiliates.
- 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 teachers' workroom/lounge for the posting of notice of its activities and matters of Association concern provided that no matter is derogatory to any school personnel or to the Board. The Association may use the mailboxes for communication to teachers. 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 teacher's salary dues for the Association upon said teacher'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 a teacher's salary unless the teacher directs the Association and the Board (through the Superintendent), in writing, between June 1 and June 15 of the preceding year, to stop making dues deductions. By July 1 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 teachers new to the District or teachers newly electing to join the Association is December 1. Thereafter, any teacher authorizations for a dues deduction shall be paid in a lump sum.

**Responsibilities:**

By September 1, the Board shall provide the Association a list of all teachers 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 teachers. The Board is not responsible for obtaining or counseling teachers 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 teacher. It is up to the Association to collect the dues from those teachers who do not authorize payroll deduction.

It is the responsibility of the Association to establish said dues annually in accordance with State and/or Federal law.

**Reporting, Collection and Distribution of Fees:**

The Association shall provide the Business Office authorizations for dues deductions covered under this paragraph, by October 1 of the contract year. The remaining process, rules and forms shall be consistent with Association dues provisions.

**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.

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  
Teacher Rights**

- 4.1 The Board and the Association agree that there will be no discrimination in the hiring, training, assignments, promotion, transfer or discipline of teachers, or in application or administration of this Agreement, or any other rule, regulation or policy relating to the terms and conditions of teacher employment on the basis of race, creed, color, religion, national origin, sex, domicile, age or marital status 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 Any formal complaint regarding a teacher made to any member of the administration by any parent, student or other person which might lead to adverse action against a teacher or used in an evaluation shall be reduced to writing and brought to the attention of the teacher in a timely fashion. Such complaints will be investigated prior to any disciplinary or other adverse action by the administration or the Board, or any evaluation containing reference to the complaint. The teacher will be given an opportunity to respond to and/or rebut such complaint. The Superintendent may place a teacher on administrative leave, with full pay and benefits, during any period of investigation related to a complaint against a teacher.
- 4.3 Whenever any teacher is required to appear before the Principal, Superintendent or School Board, concerning any matter which may adversely affect the continued employment of the teacher or which could result in disciplinary action, he/she is entitled to have union representation of the teacher's choosing at any meeting with the Principal, Superintendent or School Board to advise him/her during such meeting or interview. Teachers shall be advised of the nature of such a meeting at least twenty-four (24) hours in advance. When an emergency meeting is called, the teacher shall present himself/herself as soon as possible, but shall be entitled to meet with his/her representative(s) for a maximum of thirty (30) minutes prior to such meeting.
- 4.4 Except for probationary teachers and those hired pursuant to Article 6.4 of this Agreement, no teacher shall have his/her contract non-renewed or be disciplined, suspended or dismissed, without just and sufficient cause. Any suspension of a teacher will be with pay pending final Board action. The non-renewal of a teacher's contract or the suspension and dismissal of a teacher during a school year may only be appealed by the teacher by following the procedures outlined in 16 V.S.A. § 1752, or the grievance and arbitration procedures of this Agreement. The election of one method of appeal shall preclude the other.
- 4.5 **Probationary Teachers:**  
During the first two years of a teacher's employment by the Board, the teacher shall be considered to be on probation. A probationary teacher will be assigned a mentor during the 1<sup>st</sup> year through the mentorship program once it has been established. During this period of probation, a Board decision to dismiss or not offer a renewal contract to the teacher shall be final and shall not be subject to the grievance procedure of this Agreement. If the Board decides not to renew the teacher's contract for the next school year, the teacher will be notified on or before April 15. Two (2) written evaluations are required per year but such observations and evaluations are not subject to the grievance/arbitration provisions of this Agreement. One evaluation shall take place between October 1 and December 20 and one evaluation shall occur between January 1 and March 30. One of the 2 evaluations must be a formal evaluation (announced pre-conference/post conference) the remaining evaluation may be unannounced, followed by a post conference meeting. Notwithstanding the above, the Association may grieve the failure of the Board to comply with the timelines in this provision. No waiver of statutory rights is intended by this provision.

Each newly employed Teacher to the Caledonia Central SU will be assigned a mentor during a teacher's first year of the probationary period as outlined in Article 4.5.

- 4.6 No material derogatory to a teacher's conduct, service, character or personality will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed. Such signature in no way indicates agreement with the contents of the material. The teacher may submit a written answer to such material, and the answer will be placed in the personnel file.
- 4.7 A teacher shall have the right, during regular office hours, by appointment, to periodically review his/her personnel file and to receive a copy of any documents contained herein except for employment references. Materials may be removed by mutual agreement between the teacher and the Superintendent. A teacher will have the right to indicate those document(s) and/or materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate for retention. Said document(s) will be reviewed by the Superintendent and if he/she agrees, the document(s) will be destroyed. The decision of the Superintendent will be final.
- 4.8 There shall be only one official personnel file, and that file shall be kept in the central administrative office. All items that are evaluative in nature which are placed in the personnel file must be signed by the teacher.
- 4.9 All personal references, letters of recommendation and related materials used in the initial hiring of a teacher shall be kept confidential, shall not be shared with the teacher and shall not be a part of the personnel file.
- 4.10 Prior to the filling of any teaching position in a District or the Supervisory Union, a written notification of the vacancy will be posted in each school building and posted electronically 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.
- 4.11 Teachers will not be required to transport students as a condition of employment.
- 4.12 In the event that a Teacher is assigned the task of the personal care of a student; i.e. toileting, changing clothes, etc., the Administration shall provide that no teacher shall perform these duties without having another employee present.
- 4.13 Hepatitis B immunizations shall be made available to all teachers at no cost to the teacher. The cost shall be paid by the District if it is denied by private insurance. Teachers shall submit a claim to their insurance and if denied, the Board will pay the cost.
- 4.14 Only trained staff are expected to conduct bomb searches in the building. Teachers are trained in emergency evacuation procedures (e.g. ALICE, Active Shooter) and are



expected to follow appropriate evacuation protocols in compliance with their training. Any newly hired teacher will be provided with the appropriate training for any and all safety and evacuation protocols in effect at their school.

4.15 Safe Work Environment:

No teacher is required to undertake work with students which would expose the teacher or others to a reasonably foreseeable risk of harm. In the event a teacher feels threatened by a student, parent, guardian or other employee, a plan of action to ensure a safe environment will be created by the teacher, another teacher and an administrator. In the event that a teacher's personal property is damaged or destroyed through the act of a student, the District will replace or reimburse the teacher for the damaged or destroyed property.

4.16 Student Needs:

- A. Teachers will have available to them training to address safety and evacuation demands.
- B. Building principals and other administrators will work with teachers on class planning requirements. Placement decisions for students covered by IEP's and/or section 504 plans will comply with applicable Federal and State law and regulations. Such planning requirements will give appropriate consideration to class size, distribution of students with special needs, and availability of support staff including but not necessarily limited to, resource teachers, appropriate therapeutic services and paraeducator assistance. The administration will make reasonable attempts to solicit input from teachers, guidance counselors, and special educators regarding the placement of students with special needs.
- C. Daily personal care of students with special physical or medical needs, including but not limited to, tracheotomy, colostomy, respiratory conditions and incontinence will not be the responsibility of the classroom teachers. Teachers are not obligated to dispense medication to students.

4.17 No teacher shall participate in any evaluative capacity regarding any other teacher, including but not limited to providing the school district any documents, written or oral statements, regarding any aspect of an assigned teacher's work.

## **Article 5 Grievance Procedure**

5.1 Definitions

- a. A "grievance" is a claim by a teacher(s) or the Association that there has been a violation, misinterpretation, or a misapplication of the terms of this Agreement.
- b. A "grievant" is the person or persons making the claim.

- c. For the purpose of this Article, all “days” will consist of those days when school is in session (meaning students are in attendance). When a grievance is filed after June 1 and on or before September 1, all days will consist of weekdays (meaning Monday through Friday), exclusive of legal holidays as defined by Chapter 7 of 1 V.S.A. Time periods specified in this procedure may be extended by mutual agreement in writing between the grievant or his/her representative and the appropriate administrative official.
- d. By mutual agreement, in writing, between the grievant or his/her representative and the appropriate administrative official, the grievance may be “passed through” to the next step for original filing.

## 5.2 Rights of the Representation

The grievant will, at all steps in the formal grievance procedure, be entitled to be represented by the Association or by such other representative as he/she may choose, except that at no time will the grievant be represented by an administrative official of the school district.

## 5.3 Time Limit

No grievance will be valid unless it is submitted pursuant to Section 6.4 hereof, within twenty (20) days of the date the grievant knew of the occurrence which gave rise to the grievance and/or when the party was made aware of the incident.

The time limit for grieving the incident begins within three (3) days of the time the administration has acknowledged awareness of an incident that potentially could lead to a grievance claim.

## 5.4 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 teacher, the Association representative may intervene to assist in the resolution at this informal level. The immediately involved supervisor will give his/her answer within two (2) days following a meeting at this level. However, should such informal processes fail to satisfy the teacher, or the Association if a class grievance, then the grievance will be reduced to writing and the grievance processed as follows:

Step 1 – Grievant may forward a written copy of the grievance to the building Principal, indicating the nature of the grievance and stating the redress sought. A copy thereof will, at the same time, be filed with the Superintendent and the Association. The Principal will arrange for a meeting with the grievant and/or his/her representative(s) to take place within ten (10) days of his/her receipt of the appeal. Each party will have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

The Principal will, within five (5) days following this meeting, give his/her written decision, copies of which will be given to the grievant, the Superintendent and the Association. Such written answer will include the reason(s) upon which the decision was based.

Step 2 – If the grievance is not resolved at Step 1, the grievant may, within five (5) days of receipt of the Principal's written response, forward the grievance in writing to the Superintendent of Schools, together with written reason(s) for dissatisfaction with the decision of the Principal and stating the redress sought.

The Superintendent will arrange for a meeting with the grievant and/or his/her representative(s) to take place within ten (10) days of his/her receipt of the appeal. Each party will have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

The Superintendent will, within five (5) days of this hearing, give his/her written decision, copies of which will be given to the grievant and the Association. Such written answer will include the reason(s) upon which the decision is based.

Step 3 –

If the grievance is not resolved at Step 2 the matter may revert to an informal process, if both parties agree, in order to find an amicable solution. The time allowed for these informal talks will be ten (10) days from the date of the Superintendent's response or the grievant may, within ten (10) days of receipt of the Superintendent's written response, forward the grievance in writing to the Chairperson of the Board of School Directors, together with written reason(s) for dissatisfaction with the decision of the Superintendent, stating the redress sought.

The Superintendent will arrange for a meeting with the grievant and the Board to take place within twenty (20) days of the Board's receipt of the appeal. Such meeting will be either an open meeting or executive session, at the option of the grievant. Each party will have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Board may deliberate in executive session if it wishes, with its decision to be made in open session. The Board will, within ten (10) days of this hearing, give its written decision, copies of which will be given to the grievant and the Association. Such written answer will include the reason(s) upon which the decision is based.

Step 4 –

a. If the grievance is not resolved at Step 3, the matter may revert to an informal process, if both parties agree, in order to find an amicable solution. The time allowed for these informal talks will be twenty (20) days from the date of the Board's response, or

- b. The Association may, within twenty (20) days of receipt of the Board's written response, demand final and binding arbitration. Such demand will be in writing and will be delivered by certified mail to the Superintendent of Schools. The arbitrator will be determined by mutual agreement between the Board or its designated representative and the Association or its designated representative. Should the parties be unable to agree upon an arbitrator within ten (10) days after the date of request, such grievance may be referred to the American Arbitration Association (AAA) under its Voluntary Labor Arbitration Rules. If the demand for arbitration is not filed within the twenty (20) days, the grievance will be deemed withdrawn.
- 5.5 Relating to matters of arbitration, and during the period of time when arbitration is taking place, neither the Board nor the grievant will unilaterally issue any press releases. The decision of the arbitrator will be final and binding.
- 5.6 The expenses for the arbitrator's service will be borne equally by the Board and the Association. However, each party will be responsible for compensating its own representative and witnesses. If either party desires a verbatim record to be made, it pays for such record. Should both parties desire such record, then the cost of the two (2) transcripts will be divided equally between parties.
- 5.7 The arbitrator's authority will be limited to interpreting and applying the provisions of this Agreement and he/she will have no power to add to or subtract from, alter, or modify any of the said provisions.
- 5.8 The Board acknowledges the right of the Association's grievance representative to participate in the processing of the grievance at any level and no teacher will be required to discuss any grievance if the Association's representative is not present.
- 5.9 No reprisals of any kind will be taken against any teacher because of his/her participation in this grievance procedure.
- 5.10 The parties to this contract will cooperate in the investigation of any grievance and either party will provide to the other such available information to it as is requested for the processing of any grievance. Should the presentation or hearing of a grievance at any level require that any teacher and/or Association representative be released from his/her regular assignment in order to represent or be available as a probable witness, he/she will be released without loss of pay or benefits.
- 5.11 Failure of the appropriate administrative body to render a written decision within the specified time period will permit the grievant to appeal the grievance to the next step. Failure by the grievant to adhere to the provisions of this procedure within the specified time periods will render the grievance null and void.
- 5.12 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.

- 5.13 A grievance may be withdrawn or settled at any level prior to an arbitration award without establishing precedent.
- 5.14 Class grievances involving an administrator above the building level may be filed by the Association at Step 3.

**Article 6**  
**Individual Teacher Contracts**

- 6.1 The Board agrees to hire licensed teachers in accordance with the regulations of the Vermont Agency of Education. The terms and conditions of employment of all teachers employed by the Board will be set forth in written contracts in accordance with the provisions of this Agreement and the Laws of the State of Vermont.
- 6.2 The Board shall issue a contract of employment annually to those teachers whom it intends to re-employ. Contracts shall be issued on or before April 15 of each year. A contract offer issued to a teacher shall be signed by the teacher and returned to the Superintendent or the Principal no later than May 15; the failure to do so shall be deemed a refusal of the contract offer and the position shall be declared vacant. The Superintendent in consultation with the building administrator may grant an extension not to exceed two weeks. A contract of employment issued by the Board and signed by a teacher shall be null and void if, by July 1, the teacher fails to provide the Superintendent a copy of a valid Vermont educator license for his/her assignment for the school year, or written verification from the CCSU local Standards Board or the Vermont Agency of Education that all of the requirements of licensure have been fully met and the license is pending before the department.

In the event the Board and the Association have not ratified a successor to this Agreement by April 15, individual contracts will be issued which reflect the teacher's next step of the existing salary (**Does not apply to Cabot & Twinfield**). A teacher shall return a signed copy of the contract no later than May 15; the failure to do so shall be deemed a refusal of the contract offer and the position shall be declared vacant. Contracts issued under this paragraph shall be adjusted after the successor to this Agreement is ratified to reflect the terms of said successor Agreement.

- 6.2A (**Cabot & Twinfield Only**) The Board will offer a contract for continued employment to the teacher on or before April 15th unless the teacher has been notified of contract non-renewal or lay off. A teacher receiving a contract will indicate acceptance of the offer by signing and returning the contract by May 15. If the contract is issued after April 15, the teacher will indicate acceptance of the offer by signing and returning the contract within thirty (30) calendar days from the date of issuance. Failure of the teacher to respond may, at the option of the Board, be accepted as conclusive evidence of non-acceptance of the offer, and in such instance the job will be considered vacant. A teacher may request an extension of time for signing and returning said contract, but such request will be in writing and written approval of the Superintendent will be required.

6.3 As a condition of employment, each teacher shall have a signed individual contract which shall specify the teacher's annual salary, position on the salary schedule, licensure endorsement and status, percentage of full-time employment, the school, subject and/or grade level he/she will be assigned. Teacher individual contracts will set forth elementary or secondary assignment elementary grade level, or secondary subject areas, as well as interventionist title with label, generalist, reading or math, with content subject and grade span. If a change in teaching assignment for the forthcoming school year is made by administration before August 1<sup>st</sup>, the affected teacher will be notified in writing by administration within 48 hours of the decision. If a change in assignment is to be made on or after August 1<sup>st</sup>, the transfer may be made only in the case of any unforeseen emergency such as the death of an employee or other extraordinary circumstance, in consultation with the teacher. This teacher would not follow the evaluation process as defined in the CBA 7.5, but would still create goals and meet with the principal, the building administrator will provide support systems for the teacher affected by this unforeseen emergency. Once the emergency situation has been resolved the teacher will be given the option to return to their original position. In the event the teacher returns to their original position during the same school year, the building administrator, in consultation with the teacher, will discuss an appropriate time and procedure for evaluation.

6.4 One Year Non-Renewable Contracts: The Board shall have the right to issue a non-renewable contract for a period of one (1) year or less which expressly eliminates the teacher's right of contract renewal and layoff and recall to a teacher who:

- A. Replaces a teacher who has terminated his/her contract for the next school year after June 1, or
- B. Replaces a teacher who is granted a leave of absence by the Board, or
- C. Replaces a teacher who has resigned or is terminated during a school year.

If a teacher issued a non-renewable contract is hired as a teacher, on a teacher's salary, for the year following his/her non-renewable contract period, the time served on such a contract will count towards the teacher's probationary period and seniority.

6.5 Provisional/Emergency License:

On or before April 1st of the year in which his/her temporary license (e.g., provisional or emergency) expires, a teacher holding a temporary license shall provide proof to the Superintendent that he/she has either (A) been issued either a Level I or Level II license for the next school year, or (B) that he/she is scheduled to complete all requirements for such license by August 1st. If the teacher presents proof of Option (B) herein, on or before August 1st the teacher must provide the Superintendent written verification from the Vermont Department of Education that the teacher has satisfied all licensure requirements.

- 6.6 Electronic spreadsheets of individual teachers' salaries, positions, a list of teachers' health and dental insurance plans, seniority, step/column placement, date of hire, as well as each teacher's licensing status will be sent to the Association no later than October 1st or within one month of employment, whichever date is later.
- 6.7 The Board will employ and assign teachers in accordance with all applicable laws, regulations and teaching licenses.
- 6.8 **Placement of New Teachers:**  
All newly employed and presently employed teachers will be placed on the salary schedule in accordance with their educational and experience levels, as recommended by the Superintendent. Newly hired special education teachers will be placed on the salary schedule based on the school of assignment: Danville, Peacham or Caledonia Cooperative School District will be placed on the Caledonia Central Education Association salary schedule and Cabot/Twinfield will be placed on the Twinfield salary schedule. However, the Superintendent may place a newly employed teacher on a step no higher than the actual years of teaching experience following consultation with the Association. No newly hired teacher will be placed on a step which is higher than a current teacher with the same education and teaching experience. The Superintendent may grant initial salary credit for prior related work experience. Once placed on the salary schedule a teacher will move in accordance with the provisions of the negotiated agreement.
- 6.9 **Critical Shortage area: (Does not apply to Cabot/Twinfield)**  
The respective School Board shall be authorized to hire teachers who are certified to teach in an identified critical shortage area, up to two (2) steps above the teachers identified years of service in order to fill the critical shortage need.
- The respective School Board shall be authorized to hire Speech Language Pathologists who are certified at a salary range of \$68,000 - \$78,000.
- The school board or designee will notify the Association of such an event.

## **Article 7 Teacher Evaluation**

- 7.1 **Purpose:** The Teaching Evaluation System exists primarily for the growth and development of effective teaching practice in order to improve student performance. Both teachers and administrators shall work cooperatively towards this purpose.
- 7.2 **Model:** The Teaching Evaluation System used shall be consistent with the most recently adopted model(s) of the District. On or before October 15 of each school year, the administration shall make available to each teacher a copy of the evaluation criteria and instrument to be used during that school year. Copies of the evaluation criteria and instrument may be posted electronically. The parties agree that changes will be developed

by a joint committee of teachers across CCSU and appointed by the respective Associations, along with members of the administration appointed by the Superintendent. Any changes to the evaluation system will be subject to approval by the Caledonia Central Supervisory Union Board. In the event the District changes the criteria for evaluation after the start of the school year, the evaluation criteria that were in effect at the beginning of the school year will remain in effect until the new school year begins.

- 7.3 Observation: All monitoring or observation of the work performance of a teacher will be conducted by a licensed administrator openly and with the full knowledge of the teacher. It is the administration's duty to supervise the work of teachers on a continuing basis and to act upon the results of such supervision.
- 7.4 Opportunity to Review and Respond: Nothing contained within the provisions of this article shall mandate the evaluation of any teacher during any given school year. It is understood, however, that no formal evaluation report concerning a teacher's performance shall be placed in the teacher's personnel file unless the teacher has an opportunity to review the material as specified in Article 7.5. The teacher shall be entitled to attach a written response or rebuttal to the evaluative report.
- 7.5 The teacher and the building administrator or direct supervisor shall sign the official school copy (hard) of the evaluation report when completed, indicating that the report has been seen by the teacher and discussed with the building administrator(s) or direct supervisor, and the teacher shall receive a (hard) copy prior to being placed in the teacher's personnel file. Such signatures by the teacher shall not be construed to indicate either agreement or disagreement with the contents of the evaluation report. No teacher will be required to sign a blank or incomplete evaluation form. The building administrator or direct supervisor shall not leave any section of the evaluation form incomplete without documenting that a section was not observed during that observation.
- 7.6 A teacher may be placed on a corrective action plan if the teacher has not met the proficient level of performance after two (2) informal observations and/or one (1) formal observation. If a teacher is placed upon a corrective action plan, it shall include an assessment of the skill to be improved, defined objectives for improvement and recognize, as appropriate, the benefits of focusing the plan on a limited number of skills and objectives for improvement. The administrator will coordinate and supervise support to assist the teacher 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. This may not be limited to a mentor or coach.



## **Article 8 Mentoring**

### 8.1 Purpose:

It is recognized that the induction of new teachers through a formalized mentoring program will help promote excellence in teaching and improve student achievement at schools in the Caledonia Central Supervisory Union. The purpose of the mentoring program is to build a supportive environment for teachers new to an area or assignment and teachers new to CCSU. The District will provide two years of mentoring to novice teachers and up to two years as needed for experienced teachers new to CCSU or to their assignment.

### 8.2 Definition:

A mentor teacher shall be defined as an experienced teacher of at least five (5) years, who is currently teaching in the CCSU, not currently under a corrective action, and who has successfully completed the VTNEA Mentor Coaching and Training for Educators program (or another third party administered program when agreed upon by both the Board and the Association). A novice teacher is defined as a new teacher on a provisional or level 1 license.

### 8.3 Selection:

Participation as a mentor teacher shall be voluntary. The mentor teacher positions shall be posted in accordance with Article 4.11 of the collective bargaining agreement on an annual basis and teacher may apply for these positions. The mentor coordinator or designee will notify the Association of those hired to be a mentor teacher. Teachers assigned to mentor a teacher employed for part of a year will be paid on a prorated basis commensurate with the employment time of the mentored teacher.

### 8.4 Confidentiality:

No teacher, acting as a mentor shall participate in any evaluative capacity regarding any assigned teacher, or be called as a witness to the same, in any board or administrative hearing. Mentors will follow all state and educational laws.

### 8.5 Training:

Mentor teachers shall be provided training in the process of teacher mentoring and receive a stipend of one hundred dollars (\$100) per day of training.

### 8.6 Compensation:

The Board and the Association recognize that the induction of new teachers through a formal mentoring program will help to promote excellence in teaching and improve student achievement. The focus of this program will be to build a supportive environment for new teachers within the context of school improvement. The Board agrees to provide training to teacher mentors. Teachers assigned as mentors shall be paid a stipend at \$1,500 for the first year. If a second year of mentoring is required by the building administrator or direct supervisor, the mentor shall be paid \$1,250. Compensation will be distributed separately from payroll, and will be distributed in December and June.

**8.6A Mentoring (Cabot & Twinfield Only)**

Mentors will be provided for teachers who are new to the profession for 2 years, teachers who are new to the district for 1 year, teachers who have transferred to an area they were not teaching the previous year (see section 21.1 F) for 1 year, and to teachers in focused assistance, if desired, and when assigned by the administration.

The stipend for mentors will be \$1,000 for a full year for work performed outside of the contracted school day. If mentoring is initiated after the beginning of the year, the number of hours will be negotiated and the stipend prorated accordingly. Mentors will work no more than 60 hours per year. Additional hours may be added by the administration with agreement by the mentor with the stipend pro-rated for the time..

Criteria for selection, training, and expectations for mentors will be developed by a joint committee made up of Association members and administrators. This Committee shall make recommendations to the CCSU for the purpose of improving/modifying the current system.

**Article 9  
Teaching Conditions**

9.1 For the purpose of this Agreement the period of teaching service will not exceed one hundred eighty-five (185) contracted days. One hundred seventy-five (175) days will be student days and ten (10) will be in-service days. The ten in-service days will be distributed as follows:

- Three (3) days at the beginning of the year, one (1), one of which will be scheduled by the Superintendent for Supervisory-wide in-service and two (2) of which will be scheduled by the Principal for school-year preparation at each school. One of these two must be a classroom/workspace preparation day;
- Two (2) days will be parent teacher conference days.
- Three (3) days will be full day in-service days. Two (2) of these days are designated for SU-wide professional development and one (1) will be scheduled at the discretion of individual building Principals. All professional development will be planned with input from the teachers through building-level leadership teams or other such arrangements;
- Two (2) days will follow the last student day of the school year. One day will be designated for summer classroom space preparations and the second will be considered a “Flex Day”. The intent of a Flex Day is to give credit for activities that occur outside regular school hours (e.g. parent meetings, open house) that are not otherwise compensated in Article 10.6. Flex activities must be preapproved by the Principal.

9.2 Part-time teacher responsibilities regarding such issues as arrival/departure times, planning periods, in-service attendance, teacher meetings, leaves, duties, etc. will be

worked out by the teacher and the appropriate administrator to reflect the percentage of the contract by which the part-time teacher is employed.

- 9.3 No teacher will be required to attend any meeting, function or project which conflicts with vacation schedules during the school calendar year. If teachers have a conflict or emergency they will convey that to their administrator. No teacher will be disciplined or reprimanded for not attending meetings, functions or projects beyond their contracted working hours.
- 9.4 The core teacher work day will be no longer than eight (8) consecutive hours, with the express understanding that professional responsibilities and obligations must be satisfied. It is understood that it is the teacher's professional responsibility to meet with parents/guardians beyond the school day when the need arises. On Fridays and the day preceding any school vacation, teachers will be permitted to leave once the school busses have departed, except it is recognized that, when necessary, teachers may be required to provide or ensure after school supervision for students.
- 9.4 A **(Cabot & Twinfield Only)** If travel during the school day is necessary, time will be arranged as part of the teacher's schedule. Travel time during the school day will exclude duty-free lunch, planning time and collaborative time. Travel during the school day is reimbursable.
- 9.4 B **(Cabot & Twinfield Only)** CCSU agrees to maintain the current school assignments for the majority of each current employee's time and reserves the right to do temporary or long term reassignments to the other school for evaluations, services or consultation, up to eight (8) hours per week, based on identified student need. This shall not be interpreted to negate the lawful authority of a Board to reduce the professional staff consistent with the provisions of Article 21, or to interfere with the right of the administration to hire and assign professional special education staff hired by CCSU to work as needed within the CCSU.
- 9.5 **(Does not apply to Cabot & Twinfield)** Teachers who are subject to a classroom change will receive \$150 (one hundred fifty) dollars per day, maximum of 2 days, to pack up the classroom and to unpack and setup the new classroom, provided such hours are worked outside the contracted hours.
- 9.6 **(Does not apply to Cabot & Twinfield)** All special education teachers may need to work up to five (5) additional days and secondary guidance counselor may need to work up to ten (10) additional days during the summer upon the request and approval of the special education director or principal to complete IEPs, evaluations, Medicaid recordkeeping, to participate in special education meetings, closing up files, recommendations for post-secondary education, etc. A predetermined date and time will be agreed upon between the secondary guidance counselor, special education teacher, special education director or building administrator for summer work. Additional days worked will be paid at the per diem rate based on the teacher's salary during the work year in which the work is required.

- 9.7 **(Does not apply to Cabot & Twinfield)** Teachers shall not be required to make up snow days unless the make-up days are scheduled as teaching days.
- 9.8 **(Does not apply to Cabot & Twinfield)** When early dismissal of students is required because of emergency conditions in which the safety of the teacher is also involved, including but not limited to weather, all teachers will be dismissed as soon as all students for whom they are responsible have been dismissed from the school.
- 9.9 **(Does not apply to Cabot & Twinfield)** In regard to delayed opening, the work of the teacher will begin fifteen (15) minutes before the student starting time.
- 9.10 **(Does not apply to Cabot & Twinfield)** Each teacher will have the equivalent of no less than 45 continuous minutes, per teaching day, of planning period per day and/or 225 total minutes per week excluding lunch. Planning time is teacher directed time that aids in their teaching, planning and preparation for their students' needs.

All efforts should be made to avoid IEP/504/Est meetings and other meetings that are not directly linked to teacher preparation and planning during this time.

Note: Planning time may be increased by building administration based on increased duties and assignments.

- 9.11 **(Does not apply to Cabot & Twinfield)** Each teacher will be given, a daily, duty-free thirty (30) minute lunch, during the hours that lunch is being served in food services. Part-time teachers will have a duty-free lunch in the amount of time as worked out with the building administrator.
- 9.12 **In Service:**  
In service is understood to include, but is not limited to, professional work time in the workplace; e.g. working on curriculum, teaming, communications, portfolios, Professional Learning Communities, etc. Such days will not be held any sooner than five (5) days immediately preceding the first regularly scheduled student day of the school year, nor later than two (2) days immediately following the last regularly scheduled student day for the school year. Such days may be scheduled during the school year, but shall not include school holidays or weekends (Saturday and Sunday).

9.12A **Cabot & Twinfield Only (9.12A & 9.12B)**

Teachers will be compensated at a per diem rate of (1/185 of their annual salary) for his/her participation in work initiated or required by the administration, or for which a teacher is approved by the administration with prior written approval, and which is done outside of time provided in this contract. This includes but is not limited to the following: committees, service projects, summer work, Standards-Based Report Cards,

curriculum development, tutoring, student services. This excludes any coursework, workshops, or any other training which qualifies for reimbursement.

This does not include the time that mentees spend with their mentors or attending required Mentee meetings established by the CCSU.

First year teachers will be expected to participate in the school's orientation program before the start of school and will be paid on a per diem rate for orientation days. Mentees will be expected to attend Mentee Meetings and meet with their mentors as a professional obligation and condition of employment in the years in which mentoring is required by law.

9.12B The teaching day will begin no earlier than 7:30 am and extend no later than 3:00 pm.

- All teachers will have a duty-free lunch that lasts no less than 20 consecutive minutes.
- All teachers will have no less than 40 minutes of preparation time daily.
- All teachers will have a minimum of 150 minutes of collaborative planning time weekly.

#### **Cabot & Twinfield Only (9.13 – 9.19)**

9.13 Professional Development Committee

The purpose of the Professional Development Committee will be to identify professional development needs within the supervisory union with regular input from teachers to inform their decisions, to plan ways to increase student learning, to coordinate with the other school's professional development committee and to identify and plan supervisory union-wide professional development activities. The Committee will make recommendations to the Superintendent in the development of the in-service calendar.

Method of operation: The Chair of the Committee will be a teacher. The Chair, with input from the other members of the Committee, will prepare the agenda and facilitate the meeting. In the absence of the Chair an alternate will be designated. The Committee will meet no less than once per month during the school year. The Committee will make decisions by consensus. Minutes will be kept for each meeting, posted in the school, provided to the Superintendent and made available on request to any member of the faculty, Board or community.

Each school's Professional Development Committee will be composed of four teacher representatives from across the school, a building administrator and representative from the Superintendent's office. Teacher representatives will be chosen through a collaborative process by the Association and administration.

9.14 The Principal and/or his/her designee will develop a duty supervision schedule in cooperation with teacher representatives for the up-coming school year that will provide adequate and appropriate recess supervision.

## 9.15 Scheduling Meetings

The administration and/or the special education department will use the following priority list to arrange meetings:

- a. First, attempt will be made to schedule a meeting during the 45-minute common planning time each morning.
- b. Second, attempt will be made to schedule a meeting during the teacher's individual planning time.
- c. Third, attempt will be made to schedule during the school day with appropriate coverage arranged by the administration.
- d. Last, the meeting may be scheduled after school with at least one week's notice by the administration. After school meetings will have a clearly stated agenda and a clearly designated ending time.

The expectation is that teachers will attend meetings. If a teacher is unable to attend a scheduled meeting, the teacher will notify the administration immediately of the reason for his/her inability to attend. A teacher may be excused through procedures set forth in Vermont State rule 2363.4 (c) (1) and (2).

- 9.16 The administration will make every attempt to set schedules for each school year in the spring. If the proposed schedule changes, teachers will be notified immediately of the changes in order to allow them to prepare classes for those changes. If the scheduling change significantly impacts the curriculum (i.e. change in the number of days a class held, change in which semester/trimester a class occurs), every attempt will be made to include the teacher in the discussion prior to any change. If the teacher is informed of a change in schedule that significantly impacts curriculum less than two (2) weeks before the beginning of the school year or during the school year, the teacher will be eligible for payment as provided in Section 12.3.
- 9.17 In cases of emergency, the health, safety or well-being of students is the primary responsibility of teachers, and they will act accordingly. Teachers, except for those whose job responsibilities require servicing the health and medical needs of student, will not be required to administer medicine or to perform non-emergency medical or health procedures for students.
- 9.18 Teachers will immediately report to the principal or other supervisor cases of assault suffered by them, or instances of any physical altercation of any sort in which they may be involved, which relates in any way to their employment. Such notification will immediately be forwarded to the Superintendent, who will comply with any reasonable

request from the teacher for information in the possession of the Superintendent relating to the incident or the person or persons involved, except such information, the dissemination of which is restricted by law. The Principal will act in an appropriate manner as a liaison among the teacher, police, and the courts. Nothing in this provision, however, will be construed to abridge the right of a teacher to seek redress at law, or to allow abridgement of the right to privacy of a juvenile as defined by law.

- 9.19 The Board will provide liability insurance and coverage for teachers in accordance with the provisions of VSA § 1756.

**Article 10**  
**Salary and Compensation**

- 10.1 New money (Step movement, base adjustment and off-step adjustment):

FY21	FY22
3.0%	3.0%

- 10.2 **Column Movement:**

A teacher will give written notice to the Superintendent prior to December 1<sup>st</sup> that a change from one column to another on the salary schedule is pending for that teacher during the ensuing contract year. Horizontal advancement from one column to another on the salary schedule will occur because of increased educational background. Teachers will be placed on the new column on a step equivalent to their years of experience. This advancement will be effective at the first pay period in a contract year or on the pay date following the date of receipt by the Superintendent of a transcript from a recognized institution. Credits for horizontal movement on the salary schedule will be granted for courses approved by the building administrator or direct supervisor, based on the same criteria as for tuition reimbursement.

- 10.2A **(Cabot & Twinfield Only)** Credits for horizontal movement on the salary schedule (B, B15, B30, M, M15, M30) will be granted as follows:

- a. Only those courses meeting the criteria for prepayment/reimbursement or approved in advance by the Superintendent and are earned at an accredited college or university will be counted for horizontal movement on the salary schedule.
- b. To move horizontally on the salary schedule, a teacher must provide the Superintendent written notice to change columns not later than November 15 of the current school year. If evidence thereof is available, it will be supplied with said notice; if not it will be given to the Superintendent on or before November 1st of the next school year. Payment for horizontal movement will then be retroactive to the first pay period of the next school year.
- c. A teacher will advance beyond the Master column based on graduate level credits earned following attainment of his/her Master's degree.

- d. Horizontal movement will occur at the beginning of a school year and not after a school year has begun except as noted in Section 15.4(2). Teachers who are currently placed in the “M” column with B45 and do not yet have a Master’s degree will be “grandfathered” and allowed to stay in that column until the teacher achieves a Master’s degree and 15 credits.

**10.3 Step Movement:**

Any teacher actively employed for ninety (90) days or more during any school year will be given full credit for one (1) year of service towards the next vertical step on the salary schedule for the following year.

Any permanent part-time teacher actively employed for ninety (90) days or more during any school year will be given credit for one (1) year of service, provided that said teacher completes the school year for which he/she was contracted. Part-time teachers will be paid a salary amount pro-rated to the teacher’s FTE based on the Step and Column the teacher occupies on the salary schedule.

**10.4 Compensation Payment Options:**

Teachers shall have the following payment options bi-weekly for the fiscal year starting July 1<sup>st</sup>, with the first payment by the last Friday in August of each year.

- a. Twenty-six equal payment, the first by the last Friday in August;
- b. Twenty-two equal payments, the first by the last Friday in August;
- c. Twenty-two equal payments of 22/26<sup>th</sup> of the total salary, the first by the last Friday in August, with a lump sum equal to four (4) pay periods in the final paycheck.

A teacher will indicate by August 1<sup>st</sup> or at the time of orientation which option they desire and such selection shall not be changed during the school year, except in case of an emergency.

A teacher 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 teacher.

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

- 10.4 A. **(Cabot & Twinfield Only )** Salaries of professional staff on a standard school year contract will be paid on a bi-weekly basis commencing in August or September of each year but no earlier than after one (1) scheduled teacher workday either in 22 or 26 payments as selected by the staff member, in accordance with 21 VSA § 342. In the case of 26 payments, all money owed the teacher will be paid in one balloon check in the last pay period in June.

A teacher may elect in writing to have a set amount or set percentage of his/her after-tax wages withheld by the school district and dispersed at a later time, in accordance with 21 VSA § 342.



10.4B (**Cabot & Twinfield Only** ) Any teacher leaving the service of the school during the school year will be paid all monies due as of the last employment day. This will be determined by dividing the teacher's annual salary by 185 days and multiplying this quotient by the number of workdays in the school year up to the time the teacher leaves service.

Any teacher leaving the services of the school at the end of the school year will be paid all sums due no later than the last payroll period in June.

10.5 **Payroll Deductions:**

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

- A. Financial Institutions
- B. Tax Sheltered Annuities
- C. Disability Insurance
- D. Health Insurance/Dental Contributions
- E. IRS Section 125 Account for contributions allowed by regulation
- F. Association Dues and Agency Fees, if allowed by law
- G. Or other vendors as specifically approved by the Board

Such authorization shall continue in effect from year to year unless revoked in writing by the teacher. 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 Teacher authorizing that change.

10.6 **Per Diem Pay:**

Any extension beyond the contracted service days will be remunerated at a teacher's per diem rate or options (B&C) below. Any such extension must be approved by the Superintendent and will be voluntary. Extensions to contracted service days will include any pre-approved work including curriculum work, school quality work, committee work, portfolio work, goal and direction setting, assessment, work related to State mandates or any other work that the Administration deems necessary, but will not include voluntary attendance at workshops, seminars or courses, or voluntary attendance at evening school events. Nothing in this section will be construed to prevent teachers from doing voluntary unpaid work beyond the contracted service days.

There will be three (3) different ways in which the teacher may receive their pay. It will be predetermined by the building administrator before commencement of the work.

- A. Per Diem in accordance with the teacher's salary;
- B. An agreed upon Stipend amount set by the Superintendent or Administrator;
- C. An hourly rate set by particular Grant obligations.

The Superintendent or designee will include the Union President in email communications regarding available per diem rates.

First year teachers will be expected to participate in the school's orientation program before the start of school and will be paid on a per diem rate for orientation days. Mentees will be expected to attend Mentee Meetings and meet with their mentors as a professional obligation and condition of employment in the years in which mentoring is required by law.

**10.7 National Board of Professional Teaching Standards Certification:**

In addition to the salary set forth in Appendix A, any teacher who achieves National Board of Professional Teaching Standards certification will receive a lump sum of one thousand dollars (\$1000) per year for so long as certification is maintained. Any teacher whose area of employment is not covered by a NBPTS certification and who obtains a national certification through another organization may submit documentation to the Superintendent concerning that certification. If the Superintendent determines that the requirements for the certification are comparable to that for NBPTS certification the teacher will be entitled the above yearly bonus. The sum will continue for so long as certification is maintained, however, it will not continue for more than 10 years unless the granting organization requires renewal equivalent to that required every ten years by the NBPTS.

**10.8 Mileage Reimbursement:**

Any teacher 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 teacher to the building administrator or supervisor, or his/her designee. This does not include reimbursement for travel for professional development days within CCSU.

**10.8A (Cabot & Twinfield Only)** Transportation cost incurred and authorized in connection with the regular school program will be reimbursed at the rate established and used by the State of Vermont. Teachers will be reimbursed for meals incurred in connection with the regular school program and other professional functions approved by the administration for up to but no more than \$45 per person per day.

**10.9** When a mistake is found in a teacher's contract, his/her pay will be adjusted retroactively to the correct amount and the teacher will reimburse the district if they have been over paid or the district will compensate the teacher who has been underpaid. Repayment will be distributed under a mutually agreed-upon plan.

## **Article 11 Insurance**

- 11.1 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 this Agreement. The Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such a claim; further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage terms. In the event that both a husband and wife are employed by the Board, the Board will be obligated to provide only one insurance plan for the husband and wife or partners to a civil union, as defined by 15 V.S.A. Chapter 23, and 18 V.S.A. Chapter 106, as a unit (e.g., two-person or family plan). The Board will offer health insurance to each teacher and his or her dependents. The term dependent shall include a person who is a party to a civil union pursuant to 15 V.S.A. Chapter 23, and 18 V.S.A. Chapter 106.
- 11.2 **Health Insurance:**  
**Effective July 1, 2020 through December 31, 2020,** The Board shall offer group health insurance through all plans offered by VEHI. The Board will contribute a sum equal to 85% of the premium costs for the VEHI Gold CDHP Plan. Teachers may select any applicable tier of coverage (single, two-person, parent and child/ren or family) under any of the available plans offered by VEHI. Teachers have the option to select a more expensive plan offered by VEHI, but will be responsible for paying the difference in premium cost between the more expensive plan and the amount contributed by the Board toward Gold-CDHP. A teacher selecting coverage under a less expensive plan offered by VEHI may apply the Board's premium contribution in an amount up to the annual premium for the plan selected.
- A. Teacher premium payments will be made by payroll deduction on a pre-tax basis through a Section 125 Flexible Benefits Plan administered by the employer.
  - B. Teachers may contribute funds to their Flexible Spending Account to cover the costs of qualified expenses. The District will permit teachers to roll over funds in their Flexible Spending Account (FSA) from one calendar year to the next to the maximum extent allowed by law.
  - C. In addition to the premium contributions referenced above, the designated party (Board) will establish and maintain Health Reimbursement Arrangements (HRA) for teachers who select coverage under any of the Plans offered by VEHI. Teachers and the Board will share responsibility for the payment of deductibles, co-payments and/or co-insurance required under each plan offered by VEHI as follows: All teachers, including part-time teachers, will be responsible for 5% of all qualified medical out-of-pocket (OOP) expenses incurred before reaching the OOP maximum through December 31, 2019. As of January 1, 2020: All teachers including part-time teachers, will be responsible for 10% of all qualified medical out-of-pocket (OOP) expenses incurred before reaching the OOP

maximum. The Board will pay 90% of all qualified medical OOP costs to the OOP maximum. The Board will pay from first dollar. The Board will pay 100% of prescription out-of-pocket.

**Effective December 31, 2020, the existing 11.2 A-C above shall sunset and will be replaced by the following new provision on January 1, 2021:**

- A. Commission on Public School Employee Health Benefits Commission. The Board shall provide teachers health insurance and related benefits as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §2101-2108. Appendix B in this Agreement includes the terms of the arbitration award and agreements of the statewide health insurance bargaining. **(See Appendix D)**
- B. Grievance. Notwithstanding any other provisions of this Agreement, including Article 6, Grievance Procedure, any dispute or claim alleging that there has been a violation, misinterpretation or misapplication of the terms of the arbitration award and/or health insurance and benefits as required by the Commission on Public School Employee Health Benefits, shall be referred to the Commission for resolution. The Commission on Public School Employee Health Benefits shall have exclusive jurisdiction regarding any such dispute or claim regarding the provisions of health insurance or related health benefits.
- C. This subsection B shall not be effective unless and until such time as the Commission is authorized and negotiates, through the statutory process, a grievance procedure for the resolution of such disputes or claims.
- D. The District will require that debit cards are issued by a Third Party Administrator. Costs incurred through third party negligence shall be covered by the District.
- E. Teachers who fill prescriptions at pharmacies deemed “90% merchants” shall be advised by the school district that they must submit receipts to TPA to satisfy IRS rules for these select merchants in respect to the substantiation of prescription out-of-pocket costs reimbursed with HRA or FSA funds.
- F. The Association and Boards acknowledge that in some cases medical providers, consistent with the terms of their service contracts with Blue Cross/Blue Shield, may demand payment prior to providing or immediately after providing services. If a provider demands payment in such a scenario, teachers will be required to make payments directly and request reimbursement from TPA.
- G. The District will provide the teachers with comprehensive and accurate information and training during the work day on how to utilize the services and tools provided by TPA to manage their HRA and FSA funds and to satisfy HRA and FSA substantiation requirements for expenses incurred at pharmacies.

11.3 Should the Board desire to retain a different carrier or self-insure, it shall notify the Association in writing at least sixty (60) days prior to the contemplated change. The Association shall be given the opportunity to meet with the Board to discuss the equivalency of the policy benefit coverage, as well as other factors that might influence the Board's decision on carrier selection. The selection must be mutually agreed upon. In the event that, during the life of this agreement, the District is no longer able to obtain health insurance through VEHI and/or the District is required to obtain teacher health insurance through the Vermont Health Connect Insurance Exchange, or the state of Vermont offers health insurance through a single-payer system known as Green Mountain Care, or there is a significant change in costs to the Board due to health reform mandates at the state (Vermont) or federal level, the Association and the Board agree to reopen Articles 11 & 16 of this agreement and negotiate a new teacher health insurance program and related salary considerations.

11.4 **Payment in Lieu: (Does not apply to Cabot & Twinfield)**

Eligible full-time teachers, electing not to participate in the health insurance benefit, upon demonstration of having alternative group-sponsored health insurance coverage (or other qualifying health coverage as defined in the Section 125 Plan) for themselves and their eligible dependents, may elect to receive \$1,500 in lieu of insurance (payable in equal bi-weekly installments). Eligible part-time teachers, with an FTE of .75 or higher, electing not to participate in the health insurance may receive a pro-rated sum equivalent to their FTE. The sum in lieu of insurance will be an annual option for eligible teachers, who must make such election prior to June 1 of the preceding school year on a form available from the Superintendent. New employees who are also eligible for insurance will also be offered this option (on a pro-rated basis if working a partial election year). This cash in lieu of insurance option is offered to all qualifying employees provided said employee certifies that he or she has other health insurance coverage and said insurance coverage is not provided through a Vermont Public School District, via a spouse or domestic partner or parent. All other terms and conditions shall be as defined in the District's Section 125 plan document.

A teacher 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, the teacher shall make pro-rated restitution to the District of any payment(s) in lieu of insurance. Such restitution shall be made in a single payment (not through payroll deduction).

11.5 **Section 125 Plan:**

The Board agrees to establish and administer at its own expense a Section 125 Plan as outlined by the law.

11.6 **Dental Insurance:**

The Board agrees to provide for and pay the premium of 100% of a single or two-person plan, and the teacher will pay the premium cost for the premium differential between a

two-person and a family plan. The dental benefit for the dental plan shall provide an annual benefit of \$1500 per covered person.

**11.6a Dental Insurance (Cabot & Twinfield Only)**

The Board agrees to provide for and pay the premium of 100% of a single plan. A teacher selecting additional coverage will pay the premium cost for the premium differential between a single plan and a two-person or family plan.

**11.7 Life Insurance: (Does not apply to Cabot & Twinfield)**

The Board will provide a group life insurance policy for each teacher in the amount of \$60,000 to be paid to the Teacher's designated beneficiary or estate, subject to the regulations of the carrier.

**11.8 Disability Insurance: (Does not apply to Cabot & Twinfield)**

Teachers shall be entitled to coverage under a long-term insurance plan pursuant to the regulations, terms and conditions of the insurance carrier. Said plan shall provide an eligible teacher, on a monthly basis, sixty-six and seven tenths percent (66.70%) of said teacher's salary up to a maximum payment of Four Thousand Five Hundred Dollars (\$4,500). Said disability plan shall have a ninety (90) calendar day elimination period and will provide benefits to age 65. The plan shall treat mental illness and illness or disability resulting from pregnancy as any other qualifying illness or disability under the policy and shall include a cost-of-living rider. The plan shall be VEHI UNUM or other mutually agreed upon carrier. The Board agrees to pay 100% of the premium of the disability insurance plan.

The teacher is required to access the LTD once eligible. The Teacher may opt to retain any unused sick leave days once LTD eligibility status is realized. Once eligible for LTD, the teachers shall receive only the difference between the LTD and their regular salary for the extent of the teachers' accrued sick leave. The teacher's unused sick leave days will be accumulated until his/her return to work.

Upon notification of eligibility for disability benefits, a teacher shall apply to the State Teachers' Retirement Program for benefits, including health insurance. If the teacher is determined eligible for insurance coverage through the Teachers' Retirement Program, the Board will compensate the teacher for up to ninety percent (90%) of the teacher's share of the health insurance premium under Teachers' Retirement 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. However, if after application to State Teachers' Retirement Program the teacher is determined ineligible for insurance benefits through the Teachers' Retirement Program, 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.

- 11.9 **Liability and Workers' Compensation: (Does not apply to Cabot & Twinfield)**  
The District shall maintain a general liability insurance policy in compliance with the requirements of 16 V.S.A. § 1756 and shall provide Workers' Compensation Insurance. When a teacher receives Workers Compensation benefits he/she shall also use his/he accumulated sick leave to offset the difference between the Workers' Compensation benefits and his/her full salary. This shall be accomplished by the teacher endorsing all Workers' Compensation benefit checks over to the District; the District will then pay the teacher his/her full salary and deduct 1/3 of a sick leave day from the teacher's accumulation for each school day of absence. The Board shall also continue to pay its share of all insurance benefits provided by the Agreement until the teacher's sick leave is exhausted. Accumulated sick leave does not include an additional fifteen (15) days for the new contract year, unless the teacher actually works during the school year.
- 11.9A **Liability Insurance (Cabot & Twinfield Only)**  
The Board will provide liability insurance and coverage for teachers in accordance with the provisions of VSA § 1756.
- 11.10 **AFLAC Insurance: (Does not apply to Cabot & Twinfield)**  
The Board agrees to offer and provide payroll deduction for any teacher who wishes to enroll in optional AFLAC insurance coverage at no cost to the Board.

## **Article 12 Leaves**

- 12.1 **Sick Leave**  
Teachers will begin each contract year with a credit of fifteen (15) days sick leave, and may accumulate sick leave up to a maximum of one hundred twenty (120) days  
  
Sick Leave is maintained electronically for each teacher through iVisions or a comparable tool.  
  
The Board shall grant paid leave up to the maximum accumulated-sick leave of each teacher for illness as per the Vermont Family Leave Act. Such leave shall be with full pay and will be deducted from that teacher'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 teacher's home.  
  
Note: Consideration will be taken for the care of teacher'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.  
  
A teacher, upon his/her retirement, having completed twenty (20) years of creditable service as a teacher in the Caledonia Central Supervisory Union will have the option to be paid fifteen dollars (\$15.00) per day for each day of his/her unused-sick leave. In the

event a teacher who has received payment under this provision is reemployed within the Supervisory Union, said teacher is not eligible to receive further payment under this provision.

**12.1A Sick Leave (Cabot & Twinfield Only)**

Each teacher will be entitled to fifteen (15) sick days with full pay each school year. These days may also be used for care of a member of the teacher's immediate household or family.

Annual sick leave will be fixed as of the first official day that a teacher is expected to report. First year teachers to the district will be entitled to five (5) sick days the first semester and ten (10) additional sick days after the end of the first semester with an annual total of fifteen (15) sick days. If a first year teacher uses more than the five (5) sick days during the first semester and remains employed for the rest of the school year, he/she may recoup the first semester loss from the remaining ten (10) sick days. Sick leave days may accumulate to a maximum of one hundred fifty-five (155) sick days.

After five (5) consecutive sick days, the Board and/or Superintendent may require a physician's statement verifying the illness and/or the fitness of the teacher to return to work.

In the event that a teacher needs additional sick days, the President of the Cabot Teachers Association or the Twinfield Education Association may petition the School Board to permit any employee to donate sick days to the individual in need.

Extended unpaid sick leave may be granted by the Board. Group health and dental insurance may be retained during extended unpaid sick leave provided the teacher continues to pay the full insurance premiums. Insurance payments should be paid one month in advance at the Superintendent's office.

**12.2 Sick Leave Bank: (Does not apply to Cabot & Twinfield)**

The CCSU agrees to the establishment of a sick 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 1<sup>st</sup> 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. Teachers may contribute up to three (3) sick leave days to the Bank by October 1 of the school year.
- C. Teachers must use all personal sick days of their own prior to using the Bank. Teachers 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 teacher shall not use the sick Bank.

**E. Procedures:**

1. 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.
2. Upon application by a staff member or the teacher'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, shall grant sick leave days according to the established limits.
3. Payment for sick bank days shall be at full salary and the granting of these days shall not affect the teacher's accumulation of sick leave days in future years.
4. Any teacher's unused sick leave that exceeds that allotted amount to be carried over per individual teacher of 120 days will be donated to the CCSU sick leave bank.
5. The building level administrative assistant will document the individual district's accumulated contribution to the CCSU sick leave bank.

**12.3 Personal Leave:**

Each teacher will be entitled to up to four (4) 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 (except for an emergency) 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 accumulative. Personal leave days will not be used for extending a holiday or a vacation. The administration in charge 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 teacher's personal circumstance. The building administrator, in consultation with the Superintendent or designee, may approve personal leave to extend a holiday or vacation period due to special or extenuating circumstances.

**12.3A Personal Leave (Cabot & Twinfield Only)**

Each teacher will be eligible for up to five (5) days of paid leave each school year for personal necessity. Except in an emergency all personal leave should be requested at least 48 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 accumulative. Personal leave days will not be used for extending a holiday weekend or a school break period. Requests for personal leave in connection to a holiday weekend or a school break period may be granted in exceptional circumstances at the

discretion of the Principal. The administration has the right to limit the total number of leaves on any day.

#### 12.4 **Professional Leave:**

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

Note: Additional professional leave may be approved by the building administrator or direct supervisor.

#### 12.4A **Professional Leave (Cabot & Twinfield Only)**

##### **Teacher Requested Leave**

Teachers may be granted up to five (5) professional days for such purposes as attending meetings or conferences, visiting other schools or classrooms or other professional development activities. Request for professional leave must be submitted at least two (2) weeks in advance. This leave is not cumulative. Approval of leave will be at the discretion of the Principal, based on such factors as relevance to school improvement objectives, availability of adequate substitute coverage, or availability of funds for expenses. The Principal will issue a decision regarding professional leave in writing within one week of receiving the request.

##### **Administrator Directed Leave**

Teachers may be granted additional leave by the Principal to attend meetings, conferences or workshops for such purposes as school improvement, curriculum assessment and development, mentoring, Vermont Agency of Education training, or other activities required by the Board; recommended by the administration or initiated by teachers. Request for administrator directed leave should be submitted at least one (1) week in advance and must be approved by the Principal.

##### **Association Leave**

Whenever any representative(s) of the Association who has received approval and participates during working hours in conferences or meetings, he/she will suffer no loss in pay or benefits. However, attendance at such conferences or meetings during school time will not be authorized without written approval by the Board or the Superintendent. Such request will be submitted in writing to the Superintendent ten (10) school days in advance of such conferences or meetings, unless in case of emergency. The Superintendent or the Board will respond within five (5) school days of receipt of such request. These conferences and meetings are of Association business and the total released time is restricted to five (5) days annually for the entire Association.

**12.5 Bereavement Leave/Emergency Leave:**

Up to eight (8) days leave with pay per occurrence will be granted to a teacher in the event of a death in the teacher'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.

- A. Up to five (5) days leave with pay per occurrence will be granted in the event of a death in the teacher's extended family.
- B. The building administrator or direct supervisor, in consultation with the Superintendent, may authorize additional leave beyond the above limit. Such additional leave may be subtracted from the teacher's sick leave with the permission of the Board.
- C. The building administrator or direct supervisor, in consultation with the Superintendent, may authorize leave for special circumstances for a category of relation not listed above.

**12.5A Military Leave (Cabot & Twinfield Only)**

Military leave of up to ten (10) days in any calendar year will be granted to any teacher who is a member of the National Guard or any other component of the reserve forces of the United States who is engaged with such organization or component in training or active service ordered by proper authority. The school district will pay the difference, if any, between the military salary on a per diem basis and the school district salary on a per diem basis of 1/185th of the contract rate. Upon written request the Board may grant additional days.

**12.6 Parental/Family Leave:**

The purpose of this Article is to notify teachers 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 teacher'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 thereunder, will apply.

**12.6A Family Leave (Cabot & Twinfield Only)**

The purpose of this Article is to notify teachers 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 teacher'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 thereunder, will apply.

Teachers who meet the eligibility requirements of the FMLA or the VTPFLA may be granted up to a total of 12 workweeks (60 workdays) of unpaid leave during any 12-month period for one or more of the following reasons:

- For the birth and care of a newborn child of the employee;

- For placement with the employee of a son or daughter for adoption or foster care;
- To care for a spouse, or a child, or parent of the employee or spouse with a serious health condition;
- For medical leave when the employee is unable to work because of a serious health condition; or
- For qualifying exigencies as defined by the FMLA arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

An eligible teacher may elect, or the district may require, that a teacher substitute his or her accrued paid leave on a day for day basis during any period of unpaid leave provided by the FMLA or VTPFLA. The VTPFLA allows a teacher to utilize up to six (6) weeks (30 work days) of accrued paid leave during any approved leave to which the VTPFLA applies. The FMLA also allows a teacher to substitute accrued paid leave for unpaid leave, but provides that use of paid leave during any period of leave granted under the FMLA must be consistent with the provisions of this Agreement.

A teacher will provide the Superintendent with reasonable written notice of his or her intent to take leave under the FMLA or VTPFLA. Notice will include the date the leave is anticipated to commence and the estimated duration of the leave. A teacher may return from leave earlier than estimated with the approval of the Superintendent. A teacher will provide reasonable notice to the Superintendent of his/her need to extend leave to the extent allowed under the FMLA or VTPFLA. A teacher will complete such forms and provide such medical information as may be allowed by law and necessary to support the request for leave. Insurance benefits will be continued while the teacher is out on approved leave under the FMLA provided that the teacher pays the normal teacher contribution of the insurance premium. At the end of the approved leave a teacher will be entitled to return to his/her former position, or to a comparable position, with no loss of pay, seniority or benefits.

A teacher may apply to the Board for extended unpaid leave beyond any leave provided under the FMLA.

#### 12.7 **Parental Leave:**

A parental leave of absence without pay for a period of up to one (1) year will be granted to any teacher 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. A teacher 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 teacher may not return after May 1<sup>st</sup> except at the sole discretion of the Board.

Each teacher will be entitled to forty-five (45) days of paid leave based on their accumulated sick days, and at the teacher's discretion personal days may be used, per newly born child or the adoption of a child.

Upon termination of the leave, the teacher 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 leaves began (including but not limited to accumulated sick leave) will be restored unless modified by a new contract. A teacher on leave will be notified in writing of their assignment by April 15. During such leave a teacher will continue participation in the group insurance program(s). The teacher will only pay his/her portion of the premium and out of pocket expenses. This will be paid in monthly installments.

**12.8 Leave of Absence:**

Upon written application by a teacher, the Board may, at its discretion, grant a leave of absence without pay. Teachers will retain all accumulated sick leave, seniority, and step on salary schedule during the leave of absence. A teacher on leave of absence may continue to have health insurance coverage in the plan if the teacher pays the full premium in monthly installments as they become due, provided this does not conflict with the insurance carrier's regulations. The Superintendent may establish a date by which the teacher shall notify the District of his/her intent to return from the leave of absence.

A teacher returning from a leave of absence shall be placed on the step of the salary schedule they would have been on during the year of leave, and in the column appropriate to their education. Teachers taking such leaves shall retain all accrued benefits which were their entitlement at the time of the leave, and have those benefits restored to them upon return. On return from a leave of absence, a teacher will be assigned to the same position which he/she had at the time said leave commenced, if available, or if not, to a substantially equivalent position.

**12.8A Long Term Leave of Absence (Cabot & Twinfield Only)**

**Unrestricted Leave of Absence**

Upon written request and the recommendation of the principal, the Board may grant a long-term leave of absence according to those conditions agreed upon by both the teacher and Board. The conditions must not be in conflict with the terms of the Collective Bargaining Agreement. The teacher granted such leave will be guaranteed reemployment in his/her position assignment or a comparable position assignment by the Board. The teacher will agree to remain in the local school district for two (2) years upon return from the leave period.

Seniority credit and sick leave do not accrue during the time of this leave. All insurance benefits will continue to be available at the teacher's expense. Insurance premiums will be paid to the Superintendent's office at least one month in advance.

**Professional Leave of Absence**

Upon written request and the recommendation of the principal, the Board may grant a long-term leave of absence for the purpose of school improvement initiatives, research and/or professional development. The teacher granted such leave will be guaranteed reemployment in his/her position assignment by the Board, and the teacher will agree to remain in the local school district for two (2) years upon return from the leave period.

If the leave is paid leave, benefits and seniority will continue.

If the leave is unpaid leave, seniority credit and sick leave do not accrue during the time of the leave. A teacher who has been continuously employed in the supervisory union for six years or more may choose to receive insurance benefits as if regularly employed by the district. The insurance premium paid by the district during the leave must be repaid to the district on a pro-rated basis if the teacher does not complete two (2) years of employment immediately after the leave of absence.

**12.9 Leave Proration (Does not apply to Cabot & Twinfield)**

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

- A. A teacher 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 absence; i.e., a teacher contracted to teach one-half a day will receive a half day of pay for each day of absence.
- B. A teacher 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 pro-rata number of specified days of leave.
- C. A teacher 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.

**12.9A Part-time Employees (Cabot & Twinfield Only)**

Teachers employed on a permanent part-time basis will have their salary pro-rated either based on the number of full days they work in the year divided by the number of student days or the proportion of the contracted teacher workday served including, but not limited to, a minimum of one planning period per day. Part-time faculty must attend the percentage of in-service time for which they are contracted unless alternative arrangements are agreed upon and articulated in the individual teacher’s contract. Additional contracted time will be paid at the teacher’s regular pay rate.

The salary will be in accordance with the teacher’s approved education and experience levels as indicated on the salary schedule.

All other benefits of this Agreement will also be on a pro-rated basis based upon the actual percentage for which part-time teachers are contracted, where it is possible and permissible to pro-rate benefits.

**12.10 Sabbatical Leave (Does not apply to Cabot & Twinfield):**

- A. A sabbatical leave may be granted for one-half (1/2) of a school year or a full school year, to a teacher that has seven (7) consecutive years of service in CCSU and/or the former ECSU, and must be for academic endeavors in the academic field.
- B. The teacher shall receive fifty (50) percent of their salary during the term of their sabbatical. The Board will fund benefits agreed to in this Agreement to the teacher while on sabbatical. The teacher may continue any payroll deductions that were in force and deducted from salary during the year preceding sabbatical.
- C. Upon return from a sabbatical leave a teacher will be considered as if he/she had been on active service during the period of leave and will be placed on the salary schedule at the level he/she would have achieved if such leave had not been taken.
- D. A teacher who fails to return to the school for two (2) years following a sabbatical leave or who deviates significantly from the program of activity shall be liable for refund to the district of monies (defined as all cash paid by the district for salary and fringe benefits) paid during the period of leave as follows: person who leave the district before satisfactory completion of the first contract year shall be liable for refund to the district of one hundred (100) percent of all monies paid during the period of leave. Persons who leave the district before satisfactory completion of the second successive year shall be liable for refund to the district of fifty (50) percent of all mines paid during the period of leave. Repayment must be made within ninety (90) days of the teacher's termination of employment with the district.
- E. Monies paid during a period of sabbatical leave shall be advanced under a loan agreement. A legal note, interest free, will serve as a loan agreement. This note will be discharged after two (2) years of satisfactory teaching upon the return from sabbatical leave. However, should a teacher not be able to return to the school for the stated period after a sabbatical leave because of illness, disability, or death of said teacher, or if the teacher loses his or her position due to a reduction in staff and is not recalled, the teacher will be released from the obligation to refund monies paid during his/her sabbatical leave.
- F. Application of sabbatical leave must be received on or before November 15<sup>th</sup> of the school year preceding the sabbatical period requested. The applicant will be notified, in writing, as to the acceptance or rejection in principle of such application by January 30<sup>th</sup>.
- G. Provided the District Board complies with the procedural requirements of the Sabbatical Leave application process, in all cases involving sabbatical leave applications, the decision of the Board shall be final and shall not be subject to grievance.
- H. There shall be intervals of not less than seven (7) consecutive years of service from the date of return to the district between sabbatical leaves of a teacher unless special circumstances exist which in the opinion of the Superintendent warrant special consideration by the Board.
- I. The decision to accept or to deny the application will be based on the following: the educational merits of the proposal, the broad based benefits of the sabbatical to the school, the determination that the sabbatical represents the best or most efficient way to provide these benefits and the acceptance of any adequately detailed plan of prior mutual

expectations between the teacher and principal regarding the implementation of sabbatical goals upon return to the school.

- J. It is understood by both parties that the Board's decision will be based upon the merit of the sabbatical proposal and the prevailing financial conditions.
- K. Sabbatical leaves of absence may be combined with programs of study, research, writing, or travel which are financed by outside agencies, organizations, or institutions. Should the applicant for sabbatical leave also be the recipient of a grant, fellowship, assistantship or other stipend, the Board will pay a salary amount equal to the difference between the teacher's normal salary and the grant, fellowship, assistantship or stipend used by the teacher to pay expenses connected with the declared purpose of the sabbatical leave. Such expenses would include tuition, research, materials, and travel expenses not directly related to the teacher's normal living costs. However, the person may not secure full-time employment.
- L. A teacher who receives a sabbatical leave will, upon completion of the leave, present to the board a written report of activities during the leave. The report will include a statement of how the teacher personally benefited and how the school system will benefit from the activities.
- M. Staff on sabbatical are subject to RIF and non-renewal provisions of this Agreement.
- N. Sabbatical leave terms are defined as January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup>. Adjustments to the specific dates may be reviewed by the Board.

**12.11 Jury Duty:**

A teacher 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 a teacher 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 teacher is required to report to work. Compensation for each day of jury duty will be at the teacher's regular rate less the amount paid by the court. Any sum given to the teacher on jury duty as a travel expense is to be retained by the teacher. In the event that a teacher is selected for an extended jury duty of more than five (5) days, a long-term sub would be hired.

**12.11A Jury Duty (Cabot & Twinfield Only)**

The teacher is entitled to paid leave from the district. The teacher will forward jury duty pay to the district.

The teacher will retain monies paid for mileage expenses.

**12.12 Association Business Leave: (Does not apply to Cabot & Twinfield)**

Whenever any representative(s) of the Association who has received approval and participates during working hours in conferences or meetings, he/she will suffer no loss in pay or benefits. However, attendance at such conferences or meetings during school time will not be authorized without written approval by the Superintendent. Such request will be submitted in writing to the Superintendent ten (10) school days in advance of such conferences or meetings, unless in case of emergency. The Superintendent will



respond within five (5) school days of receipt of such request. These conferences and meetings are for Association business and the total released time is restricted to five (5) days annually for the entire Association.

**12.13 Miscellaneous Leave Provisions:**

- A. Teachers will not be required to arrange for their own substitutes.
- B. Any teacher fulfilling mandatory military active duty obligations will receive his or her regular per diem salary minus the pay for a substitute for a period not to exceed one month.
- C. Deductions for unnecessary absences will be made from the teacher’s salary prorated for the day or part of the day absent.

**Summary of Leave (Does not apply to Cabot & Twinfield)**

<b>Description</b>	<b>Days</b>	<b>Cumulative Days</b>	<b>Notes</b>
<b>Sick Leave</b>	<b>15</b>	<b>120 maximum cap</b>	
<b>Personal Leave</b>	<b>4</b>	<b>0</b>	<b>See 12.3 for conditions</b>
<b>Professional Leave</b>	<b>3</b>	<b>0</b>	<b>Additional may be granted by Administration</b>
<b>Bereavement Leave</b>	<b>Up to 8 immediate family Up to 5 – extended family</b>		<b>Additional may be granted by Administration</b>
<b>Parental Leave</b>	<b>45</b>	<b>0</b>	<b>See 12.7</b>
<b>Association Leave</b>	<b>5</b>	<b>0</b>	<b>Requires authorization from superintendent. Five (5) days cumulative for entire association.</b>

**Article 13  
Tuition Reimbursement**

13.1 The Board shall pre-pay the cost of tuition of courses/trainings/workshops upon pre-approval in writing of a teacher’s acceptance into a course(s) as follows:

- A. Up to 100% of the cost for six (6) credits plus a lab fee if required for the course each year at a cost not to exceed the UVM graduate rate in effect at the time the course(s) was

taken, and in no instance more than the actual cost. The school district will pay tuition at the time of enrollment. A payment voucher will be sent to the teacher who is responsible for all registration responsibilities. In the event that the teacher does not complete the course or receive a grade of B or better, the teacher shall reimburse the district the sum paid to the institution. The teacher must provide proof of successfully completing the course or workshop within six (6) months of competition. If a teacher does not meet the above requirement, the sum of money advanced to the teacher for the course or workshop will be deducted through a reasonable and agreed upon payment plan. All coursework/courses for teachers who are less than full time teachers shall be pro-rated commensurate with their percentage of employment each semester.

B. Credits for payment will be for the following:

1. Graduate credits earned at an accredited college or university related to a teacher's field of teaching, furthering a teacher's degree in education, or coursework necessary for licensure, provided the Building Administration receives prior notification of the intent to take such credits and the manner in which payment is to be applied.
2. All course work and professional development will be linked directly to the CCSU goals and the teacher's assignment and must be approved by the teacher's direct supervisor.

C. Teachers leaving the district shall reimburse the district for any tuition paid for coursework during the summer in which their contract expires.

D. Teachers in a program of advanced degree status shall have tuition paid for up to 9 credits for degree related courses if prior notification has been submitted in writing to the Superintendent. However, at no time shall the total course reimbursement to members of the bargaining unit exceed 6 credits per FTE who are not enrolled in a degree program.

E. **Professional Development:** Reimbursable expenses for attendance at conferences will need prior approval from the Principal or CCSU Administrator. Reimbursable conference expenses may include: conference fees, transportation, hotel expenses, meals and substitute pay if the Teacher has used his/her three professional days. Reimbursement for conferences expenses shall be given to a Teacher after sales receipts have been presented to the Board. Purchase orders may also be used by a Teacher to cover conference expenses whenever possible.

### 13.1A Tuition Reimbursement (Cabot & Twinfield Only)

A. The Board will provide each faculty member with reimbursement for up to six (6) graduate credits/year at the fall resident tuition rate at the University of Vermont for graduate classes, Licensure requirements such as SLP licensure, or National Board Certification.

Course credits may accumulate from year to year to a maximum of twelve (12) credits in any school year. Teachers must have served in the Washington Northeast Supervisory Union one (1) semester to be eligible for course payment/reimbursement.

- B. In order to qualify for course payment the teacher will submit the appropriate form for recommendation by the principal at least two (2) weeks prior to the beginning of the course. The principal will forward the request to the Superintendent for approval. The Superintendent will respond in writing within ten (10) school days to inform the teacher of his/her approval/disapproval.

Payment will be granted only for courses which meet district needs and/or improve the teacher's competence in the subject area or grade level assigned and/or courses for re-licensure and endorsements, unless another course is specifically approved by the Superintendent.

- C. Payment will be made for the course (a) to the institution, upon receipt of an invoice or (b) to the teacher, once he/she has enrolled in a course and submits a receipt of payment.

The receipt/invoice must contain the name of the course, number of credits to be earned, and the cost per credit. Payment will be made during the same year in which the course begins.

Evidence of successful completion must be provided at the completion of the course. Teachers will provide documentation of course completion by April 1st for the Fall Semester, September 1st for the Spring Semester, and November 1st for a summer course. In unusual circumstances, these deadlines may be adjusted by mutual agreement with the teacher and the supervisory union office. If documentation is not provided by the dates stated, the amount of the course payment will be deducted from the first paychecks thereafter. In the event that the teacher withdraws from, does not successfully complete, or is dropped from the course for whatever reason, the teacher will be obligated to refund the cost of the course payment to the school district. If this sum is not refunded by mid-September (for a summer course), by the end of January (for a fall course), by the end of the contracted school year (for a spring course), the amount of repayment due may be withheld from the next payroll periods in October, February, or the last payroll period in June, respectively. In unusual circumstances these deadlines may be adjusted by mutual agreement between the teacher and the supervisory union office. Delays solely caused by the institution issuing credits on grades will not be grounds to initiate these collection deadlines.

- D. Part-time teachers will be entitled to pro rata payment for tuition. Part-time teachers who work fifty percent (50%) or more may receive full payment for up to four (4) credits if no reimbursement was received the preceding year.
- E. Teachers that have attained National Board Certification and have submitted evidence of this certification by September 1st of the current school year will be paid an additional \$750/year as a stipend for holding the national certification. Said stipend will be paid to the teacher no later than the first payroll in December of the current year. Submitted evidence of National Board Certification need only be submitted once and will last for the duration of the certificate.

**Article 14**  
**Reduction in Force**

- 14.1 The Board may issue a reduction in force where there is a loss of funding, a drop in student enrollment, or when it believes there are educationally viable reasons to do so. However, the Board agrees that the reduction of the professional staff of the school Districts covered by this Agreement will not be made arbitrarily, capriciously, or without basis in fact. Should it become necessary to institute a reduction in force, the procedures below will be followed:
- A. Association Notification – The Association will be notified of any proposed staff reduction as early as possible or by April 15<sup>th</sup> (**Cabot & Twinfield March 15<sup>th</sup>**). In the event of a petition or reconsideration of the budget, the Board will notify the Association as soon as possible of potential RIFs. Such notification will be in writing and will include the specific positions under consideration.
  - B. Attrition, Turnover, Voluntary Transfer – No teacher will be laid off under the provisions of this Article if the reduction can be accomplished through staff turnover, attrition or voluntary transfer.
  - C. Teacher lay-offs will be made by seniority within each employing school District or Supervisory Union and within the following employment categories:

**Elementary (Grade Pre K-6)**

- 1. Classroom teachers employed in grades pre K-6 shall be laid off in the reverse order of seniority provided the teachers who remain hold appropriate licensure and endorsement required to properly staff the remaining classroom teaching positions.
- 2. Specialty teachers: Teachers employed in a specialty position (e.g., music, art, physical education, etc.) shall be laid off in the reverse order of seniority within the specialty area in which the reduction in force occurs, provided the teachers who remain hold appropriate licensure and endorsement required to properly staff the remaining teaching positions within that specialty.

**Middle and High School (Grades 7-12):**

Teachers employed in grades 7-12 shall be laid off in reverse order of seniority within the academic area in which the reduction occurs, provided the teachers who remain hold appropriate licensure and endorsements for the remaining teaching positions within that academic area. A teacher may be subject to reduction hereunder if a majority of said teacher's teaching assignment is performed within the academic area in which the reduction occurs.

**Supervisory Union:**

Teachers employed by the Supervisory Union shall be laid off in the reverse order of seniority, provided the teachers who remain hold appropriate licensure and endorsement required to properly staff the remaining teaching positions in the Supervisory Union.

Notwithstanding the foregoing, if a teacher within an employment category in which a reduction in force will be implemented is on an improvement plan, that teacher may be laid off prior to a less senior teacher in the employment category.

- D. Teacher Notification – Notice of layoff under the provisions of this Article to the teacher(s) affected will be no later than April 15<sup>th</sup>. Layoff of a teacher will only be issued after a meeting between the teacher(s) involved and the Principal, at which time the teacher(s) will be notified in writing of the reason(s) for the layoff. The teacher may, at his or her option, have a representative of the Association present at such a meeting.
- E. Seniority Computation – For the purpose of this Article, seniority is computed from the beginning of the teacher’s most recent period of continuous employment in the school district, and accrues as of the date he or she signed his or her contract. Part-time teachers accrue seniority on a pro-rate basis.

By November 15<sup>th</sup> of each school year the Superintendent will provide the Association with a list showing the seniority of each teacher by endorsement and will, thereafter, promptly notify the Association of any changes in said list. The Association, by its President, will after examination of such list or notice of change, sign the Superintendent’s copy indicating concurrence.

- F. Leave of Absence – Seniority will continue to accrue during all paid leave of absence. Leaves of absence without pay will not be included in calculating seniority. Leaves of absence will be considered to have interrupted service. Seniority will be established annually as of November 1<sup>st</sup>.
- G. Reassignment –
  - 1. If an opening exists for which a teacher affected by the reduction in force is licensed and endorsed and qualified by experience and/or education, he/she will be transferred to the position. A teacher who is not currently licensed and endorsed for the opening may be considered for the position if he/she can be licensed and endorsed in time to fill the position. This determination is to be made at the sole discretion of the Superintendent.
  - 2. A teacher who is transferred to an area in which he/she is not currently teaching will be under a one (1) year probationary period. During this period the teacher will:
    - i. Be assigned a mentor
    - ii. Engage in goal-setting with the mentor
    - iii. Have a minimum of three (3) observations
    - iv. Complete a self-evaluation

- v. Receive a summative evaluation by April 1<sup>st</sup>
3. Leave for Interviews – Any teacher(s) affected by a reduction in force may request up to three (3) days leave, with pay, for the purpose of interviewing for other employment.
4. Retirement Incentive – Any teacher affected by a reduction in force who is otherwise eligible for the Retirement Incentive described in this Agreement may be offered the Incentive as a severance package.

Effective July 1, 2020, Cabot or Twinfield special education teachers whose employment was transferred from Washington Northeast Supervisory Union to the Caledonia Central Supervisory Union shall have their seniority transferred to the Caledonia Central Supervisory Union.

#### 14.2 **Recall Rights:**

Laid-off teachers will be recalled in seniority order to vacancies within their category of service as defined below in the Article. A laid-off teacher will have the recall right for two (2) years following the effective day of layoff, which is July 1<sup>st</sup>, and if recalled, will retain all benefits, including seniority, accrued at the time of layoff.

If a recalled teacher has secured employment elsewhere, he/she will be allowed a reasonable amount of additional time before being required to report to work.

All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to the teacher upon return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position. A teacher will not receive increment credit for the time spent on layoff.

Recall Notice –

Notices of recall will be sent by the Board, certified mail/return receipt requested to the last address given to the Board by the teacher, and a copy of each recall notice will be also sent to the President of the Association. If the teacher fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offer and waives recall rights under this Agreement.

## **Article 15** **Negotiations Procedures**

- 15.1 Written notification from either party of the desire to negotiate a successor agreement will be made by September 30. The Board and the Association agree to meet commencing not later than November 1 for the purpose of negotiating in good faith to reach agreement for the year beginning July 1<sup>st</sup> on any subject, pursuant to 16 V.S.A., Chapter 57. The Board, in accordance with Vermont law, will not negotiate with any teachers' organizations other than the Association.

- 15.2 The representatives of the Board and the Association will meet regularly at mutually agreed times until final agreement is reached.
- 15.3 During negotiations, the representatives of the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals.
- 15.4 Representatives for the Board and for the Association will be empowered to make tentative agreements.
- 15.5 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 Associations for ratification.
- 15.6 The Board will make available to the Association for inspection and duplication at reasonable times and places, public records, 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 and lay representatives to assist in negotiations.

## **Article 16 General Provisions**

- 16.1 **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.
- 16.2 **Individual Contract Consistency:**  
Any individual contract between the Board and an individual teacher 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.
- 16.3 **Printing:**  
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 teacher before said teacher signs an individual contract. The board will provide each new teacher a copy of the document reflecting the resolution of health care benefits by the Commission on Public School Employees Health Benefits. This document is made part of this agreement (Appendix D) and will be posted on the CCSU website.

16.4 **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 teachers. Furthermore, a copy of such notice shall be sent to the applicable school representative for the Association.

16.5 **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.

16.6 All salaries, benefits, duties and planning time for part-time teachers will be prorated based on his or her full-time equivalency (FTE) status, unless specified differently elsewhere in this Agreement.

16.7 This Agreement incorporates the entire understanding of all parties on all matters which were the subject of negotiations. During the term 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 School District, in order to efficiently carry out its mission in accordance with Vermont State Statutes.

**Article 17  
Retirement**

**A. Payment to Retiring Teachers: (Does not apply to Cabot & Twinfield)**

With twenty (20) years in the CCSU System - \$1,000.00

**B. Early Retirement Incentive Program: (Does not apply to Cabot & Twinfield)**

The School Board shall have the discretion, on an annual basis, to offer or not offer the early retirement plan noted herein and the discretion to specify the number of teachers to whom it will be offered.

This Early Retirement Incentive Program will be offered under the following limited conditions:

**1. Eligibility:**

This program is offered to any teacher in the bargaining unit whose age and years of experience in the district, when added together, equal seventy (70). For example, a teacher fifty (50) years old with twenty (20) years teaching experience in the district or at the top of the salary schedule would be eligible for this program.



**2. Compensation:**

- (a) The teacher shall receive a total cash payment equivalent to sixty-six percent (66%) of his/her highest teaching salary at the District. This figure shall be based only upon the annual teaching salary figure and shall not include extra compensation which may have been given for extra-curricular or co-curricular activities, per diem, or any other additional compensation.
- (b) For one (1) year following the teacher's resignation, the teacher may select and shall be provided either a single or two-person membership in the Blue Cross/Blue Shield Plan provided to teachers; both the Board and the teacher shall contribute the same percentage toward the premium cost of said plan as provided in the Agreement for said year of coverage.
- (c) The teacher may obtain family membership plans by paying the difference between the premium cost of such plans and the cost of the single membership plan. Following the expiration of the one-year period, the teacher will be allowed to continue membership in the group plan for an additional six months provided he/she pays the full cost of the group rate premium. Arrangements for payment of insurance premiums by the teacher will be established by the District.
- (d) At the teacher's option, the monetary amount of the health insurance premium will be paid to the Vermont Teachers Retirement System to pay for the teacher's cost of the plan.
- (e) The cash payment under Section B (1) above will be made in three equal installments on September 15 during the first three years following the teacher's resignation. The District will deduct any applicable state and federal taxes from the payments to teachers.

**C. Procedures:**

- 1. The Board will provide annual notice, by October 15, to the Association and the teachers if it intends to offer the Program. This notice shall specify the number of teachers to whom the Program will be offered.
- 2. Applications for this Program must be submitted by the teacher to the Superintendent by December 15.
- 3. If a greater number of teachers apply than the number authorized by the Board, seniority for CCSU will be used to select the teachers who will be selected for the Program.
- 4. Teachers will be notified whether or not they have been selected by March 15.
- 5. If early retirement is granted, teacher(s) must submit a letter of resignation within ten (10) school days of being notified.

**D. Other Provisions:**

1. This Program may be offered for all years of this Agreement, and in accordance with the provisions and procedures above.
2. This Program is being offered on an entirely voluntary basis. No teacher shall be obligated to participate in this Program.
3. Teachers who are interested in this Program may contact the Superintendent's office to verify their salary, health insurance costs and procedures.
4. This Program shall be considered an addendum to the current Agreement, and should a dispute arise as to the interpretation of its provisions, the enforcement procedures of the grievance and arbitration provisions of the Agreement shall apply. It is specifically understood, however, that this Program shall expire according to the terms specified herein. In no way shall it be considered part of the status quo should the parties fail to reach agreement on a successor to the current Agreement nor shall it be continued beyond the term specified except by express written agreement.

**Article 17.A Early Retirement Incentive (Cabot & Twinfield Only)**

**Availability**

For a given year, the Board may make available career change/early retirement incentives. If the Board so chooses, the Board will announce the availability of the career change/early retirement incentives by October 1st. At that time, the Board will determine the number of career change/early retirement slots that will be made available for the next school year. Applicants for these slots must respond in writing no later than December 1st. If there are more applicants than slots in a given year, slots will be awarded by seniority in the district.

Any teacher who will have accumulated fifteen (15) years of teaching service in the district and who will reach fifty (50) years of age by the next June 30th and who retires/resigns from the district will be eligible for the benefits as follows:

- a. The teacher who retires/resigns under this plan will receive a cash payout of eighty percent (80%) of his/her last full year salary with the district exclusive of any extra compensation for extracurricular activities
- b. The cash payment as described above will be made in four (4) equal installments on or before September 1st of the first four (4) years following the teacher's retirement/resignation. The payments will be less any applicable deductions for state and federal taxes. The teacher may opt to have the district pay directly into the teacher retirement system.

- c. The individual teacher will be entitled to dental insurance coverage for one (1) year following the effective date of the retirement/resignation from July 1st through June 30th in accordance with the terms of Section 9.4 of this Agreement.
- d. Following the expiration of the one-year period for insurance coverage, the teacher will be allowed to continue dental insurance coverage in the district's group plan at his or her own expense for a period of eighteen (18) months.
- e. Dental insurance coverage will not be available if coverage could be obtained from a subsequent employer.

### **“Air Time” Retirement**

A teacher vested in the Vermont State Teachers’ Retirement System (VSTRS) and who will have accumulated 15 years of teaching service in the district and who also meets the eligibility requirements to purchase “Air Time” as determined by the VSTRS (Vermont State Teachers’ Retirement System) may elect to have the District use all or a portion of the above referenced eighty percent (80%) to purchase up to five (5) years of the “Air Time” in the VSTRS, as may be needed for the teacher to reach the maximum retirement benefit. As in Section 20.2, this retirement incentive is subject to Board approval on an annual basis. Any/all interest charges incurred, as part of this “Air Time” retirement incentive will be the sole responsibility of the teacher.

### **Procedures**

A teacher who wishes to apply for this program will tender a letter of resignation to be effective June 30th by December 1st following the Board’s October 1st announcement of the availability of the Program.

### **Protections**

The program is strictly voluntary and no teacher will be obligated or pressured to participate in it.

## **Article 18 Duration**

- 18.1 This Agreement shall become effective as of July 1, 2020, and shall continue in full force and effect until twelve (12:00) midnight, June 30, 2022. If neither the Board nor the Association gives written notice to the other of its intention to negotiate a successor to this Agreement by September 30, as provided in Article 15, this Agreement will automatically be renewed and will continue in full force and effect for an additional period of one (1) year.

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

By: CALEDONIA COOPERATIVE EDUCATION ASSOCIATION

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Chief Negotiator Date

By: CALEDONIA CENTRAL SUPERVISORY UNION

\_\_\_\_\_  
Board Chairperson Date

By: CALEDONIA COOPERATIVE SCHOOL DISTRICT

\_\_\_\_\_  
Board Chairperson Date

By: DANVILLE SCHOOL DISTRICT

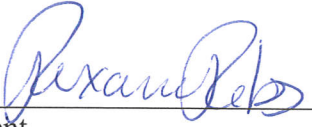
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Board Chairperson Date

By: PEACHAM SCHOOL DISTRICT

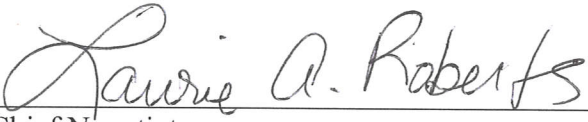
\_\_\_\_\_  
Board Chairperson Date

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

By: CALEDONIA COOPERATIVE EDUCATION ASSOCIATION

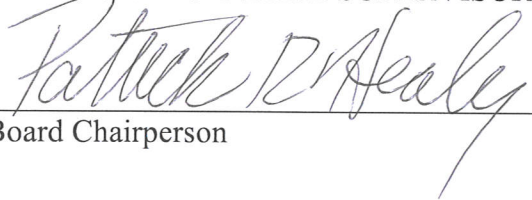
  
President

6/11/21  
Date

  
Chief Negotiator

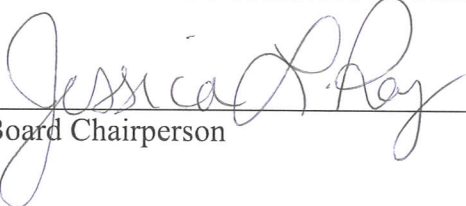
6/11/21  
Date

By: CALEDONIA CENTRAL SUPERVISORY UNION

  
Board Chairperson

6/17/21  
Date

By: CALEDONIA COOPERATIVE SCHOOL DISTRICT

  
Board Chairperson

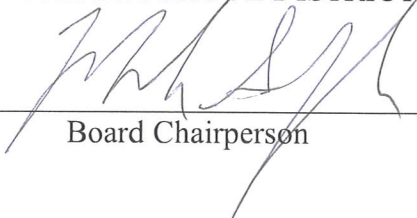
6-16-21  
Date

By: DANVILLE SCHOOL DISTRICT

  
Board Chairperson

6/17/21  
Date

By: PEACHAM SCHOOL DISTRICT

  
Board Chairperson

6/17/21  
Date

## Appendix A1: Barnet, Danville, Peacham, Walden and Waterford Salary Schedule

CCSU FY21

B		B+15		B+30		B+45/M		M+15		M+30	
YOE	Salary	YOE	Salary	YOE	Salary	YOE	Salary	YOE	Salary	YOE	Salary
1	\$38,390	1	\$39,543	1	\$40,729	1	\$41,951	1	\$43,209	1	\$44,506
2	\$39,543	2	\$40,729	2	\$41,951	2	\$43,209	2	\$44,506	2	\$45,841
3	\$40,695	3	\$41,916	3	\$43,173	3	\$44,468	3	\$45,803	3	\$47,176
4	\$41,847	4	\$43,102	4	\$44,395	4	\$45,726	4	\$47,099	4	\$48,512
5	\$42,999	5	\$44,289	5	\$45,617	5	\$46,984	5	\$48,396	5	\$49,847
6	\$44,151	6	\$45,475	6	\$46,839	6	\$48,242	6	\$49,693	6	\$51,182
7	\$45,303	7	\$46,662	7	\$48,060	7	\$49,501	7	\$50,990	7	\$52,517
8	\$46,455	8	\$47,848	8	\$49,282	8	\$50,759	8	\$52,286	8	\$53,852
9	\$47,607	9	\$49,034	9	\$50,504	9	\$52,017	9	\$53,583	9	\$55,187
10	\$48,759	10	\$50,221	10	\$51,726	10	\$53,276	10	\$54,880	10	\$56,523
11	\$49,911	11	\$51,407	11	\$52,948	11	\$54,534	11	\$56,177	11	\$57,858
12	\$51,064	12	\$52,594	12	\$54,170	12	\$55,792	12	\$57,473	12	\$59,193
13+	\$52,216	13	\$53,780	13	\$55,392	13	\$57,051	13	\$58,770	13	\$60,528
		14	\$54,967	14	\$56,614	14	\$58,309	14	\$60,067	14	\$61,863
		15	\$56,153	15	\$57,836	15	\$59,567	15	\$61,364	15	\$63,199
		16+	\$57,340	16+	\$59,057	16	\$60,826	16	\$62,660	16	\$64,534
						17	\$62,084	17	\$63,957	17	\$65,869
						18	\$63,342	18	\$65,254	18	\$67,204
						19	\$64,600	19	\$66,551	19	\$68,539
						20	\$65,859	20	\$67,847	20	\$69,874
						21+	\$67,117	21+	\$69,144	21+	\$71,210

CCSU FY22

B		B+15		B+30		B+45/M		M+15		M+30	
YOE	Salary	YOE	Salary	YOE	Salary	YOE	Salary	YOE	Salary	YOE	Salary
1	\$38,851	1	\$40,017	1	\$41,218	1	\$42,454	1	\$43,728	1	\$45,040
2	\$40,017	2	\$41,218	2	\$42,454	2	\$43,728	2	\$45,040	2	\$46,391
3	\$41,183	3	\$42,419	3	\$43,691	3	\$45,001	3	\$46,352	3	\$47,742
4	\$42,349	4	\$43,619	4	\$44,927	4	\$46,275	4	\$47,665	4	\$49,094
5	\$43,515	5	\$44,820	5	\$46,164	5	\$47,548	5	\$48,977	5	\$50,445
6	\$44,681	6	\$46,021	6	\$47,401	6	\$48,821	6	\$50,289	6	\$51,796
7	\$45,847	7	\$47,221	7	\$48,637	7	\$50,095	7	\$51,602	7	\$53,147
8	\$47,013	8	\$48,422	8	\$49,874	8	\$51,368	8	\$52,914	8	\$54,498
9	\$48,179	9	\$49,623	9	\$51,110	9	\$52,642	9	\$54,226	9	\$55,850
10	\$49,344	10	\$50,824	10	\$52,347	10	\$53,915	10	\$55,539	10	\$57,201
11	\$50,510	11	\$52,024	11	\$53,583	11	\$55,188	11	\$56,851	11	\$58,552
12	\$51,676	12	\$53,225	12	\$54,820	12	\$56,462	12	\$58,163	12	\$59,903
13+	\$52,842	13	\$54,426	13	\$56,056	13	\$57,735	13	\$59,475	13	\$61,254
		14	\$55,627	14	\$57,293	14	\$59,009	14	\$60,788	14	\$62,606
		15	\$56,827	15	\$58,530	15	\$60,282	15	\$62,100	15	\$63,957
		16+	\$58,028	16+	\$59,766	16	\$61,555	16	\$63,412	16	\$65,308
						17	\$62,829	17	\$64,725	17	\$66,659
						18	\$64,102	18	\$66,037	18	\$68,011
						19	\$65,376	19	\$67,349	19	\$69,362
						20	\$66,649	20	\$68,662	20	\$70,713
						21+	\$67,922	21+	\$69,974	21+	\$72,064

## Appendix A2: Cabot/Twinfield CCSU Teachers Salary schedule

I	M+15		M+30	
	YOE	Salary	YOE	Salary
46546	1	47827	1	49108
47400	2	48681	2	49963
48254	3	49535	3	50817
49108	4	50390	4	51671
49963	5	51244	5	52525
50817	6	52098	6	53379
51671	7	52952	7	54233
52525	8	53806	8	55087
53379	9	54660	9	55941
54233	10	55514	10	56795
55087	11	56368	11	57649
55941	12	57222	12	58503
56795	13	58076	13	59357
57649	14	58930	14	60211
58503	15	59784	15	61065
60211	16-18	61492	16-18	62773
61919	19-21	63200	19-21	64481
63627	22-24	64909	22-24	66190
65336	25-27	66617	25-27	67898
67044	28-30	68325	28-30	69606
68752	31-33	70033	31-33	71314
70460	34-36	71741	34-36	73022
72168	37+	73449	37+	74730

+15	B+30		M		M+15		M+30	
	YOE	Salary	YOE	Salary	YOE	Salary	YOE	Salary
43355	1	44597	1	45860	1	47122	1	48384
44177	2	45439	2	46701	2	47963	2	49225
45018	3	46280	3	47542	3	48805	3	50067
45860	4	47122	4	48384	4	49646	4	50908
46701	5	47963	5	49225	5	50488	5	51750
47542	6	48805	6	50067	6	51329	6	52591
48384	7	49646	7	50908	7	52171	7	53433
49225	8	50488	8	51750	8	53012	8	54274
50067	9	51329	9	52591	9	53853	9	55116
50908	10	52171	10	53433	10	54695	10	55957
51750	11	53012	11	54274	11	55536	11	56799
52591	12	53853	12	55116	12	56378	12	57640
53433	13	54695	13	55957	13	57219	13	58481
54274	14	55536	14	56799	14	58061	14	59323
55116	15	56378	15	57640	15	58902	15	60164
56799	16-18	58061	16-18	59223	16-18	60885	16-18	61847
58481	19-21	59744	19-21	61006	19-21	62268	19-21	63530
	22+	61427	22-24	62689	22-24	63951	22-24	65213
			25-27	64372	25-27	65634	25-27	66896
			28-30	66055	28-30	67317	28-30	68579
			31-33	67738	31-33	69000	31-33	70262
			34-36	69420	34-36	70683	34-36	71945
			37+	71103	37+	72366	37+	73628

	B+15		B+30		M		M+15		M+30	
	Salary	YOE	Salary	YOE	Salary	YOE	Salary	YOE	Salary	YOE
	\$46,321	1	\$47,670	1	\$49,019	1	\$50,369	1	\$51,718	1
	\$47,221	2	\$48,570	2	\$49,919	2	\$51,268	2	\$52,168	2
	\$48,120	3	\$49,469	3	\$50,818	3	\$52,168	3	\$53,067	3
	\$49,019	4	\$50,369	4	\$51,718	4	\$53,067	4	\$53,966	4
	\$49,919	5	\$51,268	5	\$52,617	5	\$53,966	5	\$54,866	5
	\$50,818	6	\$52,168	6	\$53,517	6	\$54,866	6	\$55,765	6
	\$51,718	7	\$53,067	7	\$54,416	7	\$55,765	7	\$56,665	7
	\$52,617	8	\$53,966	8	\$55,316	8	\$56,665	8	\$57,564	8
	\$53,517	9	\$54,866	9	\$56,215	9	\$57,564	9	\$58,464	9
	\$54,416	10	\$55,765	10	\$57,114	10	\$58,464	10	\$59,363	10
	\$55,316	11	\$56,665	11	\$58,014	11	\$59,363	11	\$60,262	11
	\$56,215	12	\$57,564	12	\$58,913	12	\$60,262	12	\$61,162	12
	\$57,114	13	\$58,464	13	\$59,813	13	\$61,162	13	\$62,061	13
	\$58,014	14	\$59,363	14	\$60,712	14	\$62,061	14	\$62,961	14
	\$58,913	15	\$60,262	15	\$61,612	15	\$62,961	15	\$63,861	15
	\$60,712	16-18	\$62,061	16-18	\$63,411	16-18	\$64,760	16-18	\$66,109	16-18
	\$62,511	19-21	\$63,860	19-21	\$65,209	19-21	\$66,559	19-21	\$67,908	19-21
		22+	\$65,659	22+	\$67,008	22-24	\$68,357	22-24	\$69,706	22-24
					\$68,807	25-27	\$70,156	25-27	\$71,505	25-27
					\$70,606	28-30	\$71,955	28-30	\$73,304	28-30
					\$72,405	31-33	\$73,754	31-33	\$75,103	31-33
					\$74,204	34-36	\$75,553	34-36	\$76,902	34-36
					\$76,003	37+	\$77,352	37+	\$78,701	37+

	B+30		M		M+15		M+30	
	Salary	YOE	Salary	YOE	Salary	YOE	Salary	YOE
\$46,919	\$48,285	1	\$49,652	1	\$51,018	1	\$52,385	1
\$47,830	\$49,196	2	\$50,563	2	\$51,929	2	\$53,296	2
\$48,741	\$50,107	3	\$51,474	3	\$52,840	3	\$54,207	3
\$49,652	\$51,018	4	\$52,385	4	\$53,751	4	\$55,118	4
\$50,563	\$51,929	5	\$53,296	5	\$54,662	5	\$56,029	5
\$51,474	\$52,840	6	\$54,207	6	\$55,573	6	\$56,940	6
\$52,385	\$53,751	7	\$55,118	7	\$56,484	7	\$57,851	7
\$53,296	\$54,662	8	\$56,029	8	\$57,396	8	\$58,762	8
\$54,207	\$55,573	9	\$56,940	9	\$58,307	9	\$59,673	9
\$55,118	\$56,484	10	\$57,851	10	\$59,218	10	\$60,584	10
\$56,029	\$57,396	11	\$58,762	11	\$60,129	11	\$61,495	11
\$56,940	\$58,307	12	\$59,673	12	\$61,040	12	\$62,406	12
\$57,851	\$59,218	13	\$60,584	13	\$61,951	13	\$63,317	13
\$58,762	\$60,129	14	\$61,495	14	\$62,862	14	\$64,228	14
\$59,673	\$61,040	15	\$62,406	15	\$63,773	15	\$65,139	15
\$61,495	\$62,862	16-18	\$64,228	16-18	\$65,595	16-18	\$66,961	16-18
\$63,317	\$64,684	19-21	\$66,050	19-21	\$67,417	19-21	\$68,784	19-21
	\$66,506	22+	\$67,872	22-24	\$69,239	22-24	\$70,606	22-24
			\$69,695	25-27	\$71,061	25-27	\$72,428	25-27
			\$71,517	28-30	\$72,883	28-30	\$74,250	28-30
			\$73,339	31-33	\$74,705	31-33	\$76,072	31-33
			\$75,161	34-36	\$76,527	34-36	\$77,894	34-36
			\$76,983	37+	\$78,349	37+	\$79,716	37+



**APPENDIX C  
CO-CURRICULAR ACTIVITIES**

Positions listed in Table A will be staffed by a school employee. School employees in these positions will be paid according to the stipend schedule below for work done outside of the contracted school day. Employee participation will be voluntary. Positions listed in Table B may be filled by school employees *or* by qualified non-employees hired by the District. Contracts for co-curricular activities are for one year only and are not subject to renewal in the manner of individual teaching or support staff contracts. The Board specifically reserves its right to conduct or not conduct these activities.

<b>Table A: The following Co-curricular activities may be led by school employees hired by the District</b>	
Teacher School Based Leadership Team refers to the person(s) responsible for principal duties in the principal's absence and therefore may occur during the school day in place of prep time. This a per teacher stipend.	\$1,200
Student Leadership Team Coordinator	\$500
Music Director for state holiday band performances	\$500
Freshman Class Advisor	\$800
Sophomore Class Advisor	\$800
Junior Class Advisor	\$1100
Senior Class Advisor	\$2000
Senior Project Coordinator	\$1800
Middle Grade Class Advisors/8th grade class advisors	\$800
Student Council – High School	\$1700
Student Council – Middle School	\$700
National Honor Society	\$725
PreK-12 Yearbook team	\$2000
Pre-8 Yearbook team	\$800
High School International Club	\$1200
Spelling Bee	\$400
Geo Bee	\$400
Science/STEM Program	\$1,400

<b>Table B: The following Co-curricular activities may be led by school employees <i>or</i> non-employees qualified and hired by the District</b>	
Drama	\$1,400
Varsity Soccer	\$2200
Varsity Basketball	\$2800
Varsity Baseball or Softball	\$2200
Junior Varsity Soccer	\$725
Junior Varsity Basketball	\$1900
Middle Grade Sports (if part of a school run program.)	\$800

Lacrosse	\$1000
Cross Country Running	\$500
Track and Field	\$500
Cross Country Skiing	\$500
Winter Activity Coordinator- PreK-8 or 12 five or more weeks	\$800

**(Cabot & Twinfield Only)**

Teachers who facilitate fundraising for trips costing more than five thousand dollars (\$5,000) and consisting of three (3) or more nights that include overnight stays involving student supervision will receive a stipend of one hundred and fifty dollars (\$150) for each full day of the trip.

The building administrator must pre-approve advisor positions and/or activities that are eligible for stipends.

Teachers who serve as high school class advisors will be given a stipend of \$500 to include facilitation of 6 class meetings, planning class activities, fund raisers and community service. A teacher who serves as advisor to Student Council will be given a stipend of \$500. A teacher who serves as Chair of the Professional Development Council will receive a stipend of \$500. A teacher who serves as the leader of the National Honor Society will receive a stipend of \$500.

## **Appendix D**

### **STATEWIDE HEALTHCARE AGREEMENT**

Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations  
Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions  
of 16 V.S.A. Chapter 61

#### **Article I. Recognition:**

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

#### **Article II. Definitions:**

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

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
  
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment services requiring a professional administrator's license from the AOE.
  
- c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

#### **Article III. Scope of Bargaining:**

3.1

- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
  
- b) Standardizing the duration of health insurance coverage during a term of employment;
  
- c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time.
  
- d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees;

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

**Article IV. Plan Offerings:**

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

**Article V. Eligibility for Health Benefit Coverage:**

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

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

5.3 Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.

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

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

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

**Domestic Partner/Child(ren) of Domestic Partner**

The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and The employee and the domestic partner are 18-years old or older; and Neither the employee nor the domestic partner is married to anyone; and The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and

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

The employee and the domestic partner have agreed between themselves to be responsible for each other's welfare. The employee may be required to produce documentary evidence in support of a Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership.

**Child[ren] of Domestic Partner:**

The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and

The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and

The child[ren] resides with the employee and the domestic partner; and

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

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

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

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

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

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

7.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of coverage; for support staff \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP any other VEHI plan. For employees enrolled in the VEHI 7 Silver CDHP, employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following

amounts: For licensed teachers and administrators: \$2100 for a single tier and \$4200 for all other tiers; for support staff \$2200 for a single tier and \$4400 for all other tiers.

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

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

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

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

**Article IX. General:**

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

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

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

**Article X. Duration of Statewide Document:**

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

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

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

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

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