MASTER AGREEMENT

WRVSU Boards and the White River Valley Education Association

July 1, 2020 through June 30, 2022
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ACKNOWLEDGEMENT OF ARBITRATION

In accordance with 12 V.S.A. 5652 (b), the Boards and the Association understand that this Agreement contains an agreement to arbitrate. After signing this agreement, the Boards 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 article XIV (Grievance Procedure) in this Collective Bargaining Agreement.

AGREEMENT

This agreement is made and entered into, by and between the First Branch Unified School District, the Rochester/Stockbridge Unified School District, the Sharon School Board, the Strafford Board of School Directors, the White River Unified School District and the White River Valley Supervisory Union Board, individually, and its professional employees, represented by the White River Valley Education Association, Vermont-NEA/NEA.

ARTICLE 1: RECOGNITION

1.1 The First Branch Unified School District, pursuant to 16 V.S.A. sec. 1991, recognizes the White River Valley Education Association, Vermont NEA (hereafter “Association”) as the exclusive bargaining agent of (a) person employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 V.S.A. sec. 1981; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.2 The Rochester/Stockbridge Unified School District, pursuant to 16 V.S.A. sec. 1991, recognizes the White River Valley Education Association, Vermont NEA (hereafter “Association”) as the exclusive bargaining agent of (a) person employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 V.S.A. sec. 1981; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.3 The Sharon School District, pursuant to 16 V.S.A. sec. 1991, recognizes the White River Valley Education Association, Vermont-NEA/NEA as the exclusive bargaining agent of (a) person employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 V.S.A. sec. 1981; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

3
Valley Education Association, Vermont NEA (hereafter “Association”) as the exclusive bargaining agent of (a) person employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 V.S.A. sec. 1981; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.4 The Strafford School District, pursuant to 16 V.S.A. sec. 1991, recognizes the White River Valley Education Association, Vermont NEA (hereafter “Association”) as the exclusive bargaining agent of (a) person employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 V.S.A. sec. 1981; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.5 The White River Unified School District, pursuant to 16 V.S.A. sec. 1991, recognizes the White River Valley Education Association, Vermont NEA (hereafter “Association”) as the exclusive bargaining agent of (a) person employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 V.S.A. sec. 1981; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.6 The White River Valley Supervisory Union, pursuant to 16 V.S.A. sec. 1991, recognizes the White River Valley Education Association, Vermont NEA (hereafter “Association”) as the exclusive bargaining agent of (a) person employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 V.S.A. sec. 1981; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.7 Notwithstanding any provisions in this Agreement to the contrary, recognition is individual by each school system, and not joint. The provisions of this Agreement are binding upon a particular school system only insofar as such provisions pertain to teachers employed by that school system.
ARTICLE 2: NEGOTIATION PROCEDURES

2.1 Subject to conditions of law, but not later than November 1st prior to the expiration of the current agreement, the Boards and Associations agree to enter into negotiations in order to arrive at a successor agreement. All negotiations will be conducted in accordance with and pursuant to Sec. 2003, Chap. 57, Title 16 V.S.A.

ARTICLE 3: BOARD RIGHTS

3.1 Except as expressly provided otherwise by the terms of this agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff and all rights and powers conferred upon the Boards by the Constitution and laws of the State of Vermont are vested exclusively in the Board or in the administration when so delegated by the Board.

3.2 It is understood and agreed that each Board of School Directors named herein shall be responsible for its own actions in the administration of this Agreement. No other individual Board named herein can be penalized or otherwise held accountable for the action(s) of any other Board named herein.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Nothing contained herein shall be construed to deny or restrict teachers’ rights under existing Vermont law.

4.2 Association Membership
The Board agrees that all teachers have the right to freely organize, join and support their Association for the purpose of engaging in collective bargaining. It is further agreed that teachers shall have the right not to join this or any other teachers’ association if they so desire. It is further agreed that neither the Board nor the Association shall discriminate against any teacher with respect to salary, economic conditions or employment, or professional standing by reason of membership or non-membership in the Association or their affiliates, nor for participation in any of the lawful activities of the Association.

4.3 No Discrimination
The Board and the Association agree that there will be no discrimination in hiring, training, assignment, promotion, transfer or discipline of teachers, or in the application or administration of this Agreement or any other rule, regulation or policy relative to the terms and conditions of teacher employment on the basis of race, gender, creed, color, religion, domicile, national origin, sexual orientation, gender identity, marital status, age or disability. Alleged violations of this Section 2.2 b) shall not be subject to the grievance/arbitration provisions of this Agreement.
4.4 **Individual Contracts**  
Teachers hired shall have their signed acceptance of contracts marked with date and time of hire.

4.5 **Public Affairs and Professional Organizations**  
Teachers have the right to participate in public affairs and professional organizations.

4.6 **Vacancies**  
When a vacancy occurs in a school District, and the position cannot be filled through recall, the position will be electronically sent to all employees in the districts within the WRVSU. This notice will include a list of qualifications for the position. District candidates are guaranteed first consideration within the posting time period without application. To be given first consideration within the Supervisory Union, teachers must apply within the posting time period.

4.7 **Personnel Files**  
Official personnel files will be kept in the Superintendent’s Office. Upon request to the Superintendent and by appointment, teachers will have the right to review the contents of their personnel files during the office hours with the exception of personal references contained therein. Teachers are entitled to be represented by their Association during all file reviews.

4.8 No material favorable or unfavorable to a teacher’s conduct or service except personal pre-employment references relating to the teacher’s employment by the Board will be placed in the personnel file unless the Superintendent has sound reason to believe in the accuracy or truthfulness of that material. In no case shall any material be filed without the teacher having an opportunity to review the material, the teacher shall acknowledge that she/he has had a chance to review the material by signing the copy to be filed with the express understanding that that signature in no way indicates agreement with the contents thereof. Any refusal on the part of a teacher to sign a copy shall in no way limit the Board’s right to maintain a copy within the teacher’s personnel file. Teachers shall have the right to submit written answers to all materials and their answers shall be reviewed by the Superintendent, or designee, and attached to the file copy.

4.9 A teacher may request that material more than two (2) years old be removed from the personnel file. If the Superintendent denies the request for removal, he/she must provide a written explanation to the teacher within ten (10) days. A teacher has the right to file a written objection to the retention of documents and to have such objection attached to the documents in question.

4.10 **Complaints**  
Any complaint regarding a teacher made to any member of the administration by a parent, student, or other person shall be promptly investigated. Whenever the building administration or Board deems feasible, the complainant shall be re-directed to the
teacher for first-hand resolution of the complaint. If re-direction is not feasible, and it is determined by the administration or Board that the complaint may have merit, the administration shall promptly notify the teacher of the specific nature of the complaint. The Board shall identify the complainant upon the request of the teacher. The teacher shall then have the opportunity to respond to and/or rebut the complaint. No grievance shall be filed unless the complaint results in disciplinary action against the teacher.

4.11 Safety
Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks that endanger their health, safety, or well-being.

4.12 Association Representation
Whenever an employee is required or requested to meet with any administrator or the School Board and has a reasonable basis for believing such meeting may result in disciplinary action against him/her, he/she will be entitled to have a representative of the Association present to advise and represent him/her during such meeting. If such a belief is formed during the meeting, the employee may request that the meeting be recessed until a representative can be present.

4.13 Just Cause
No non-probationary teacher will be disciplined, reprimanded, reduced in compensation, suspended, demoted, terminated, or otherwise deprived of any professional advantage without just cause and due process for the action taken.

4.14 Use of Facilities
The Association shall have the right to use such facilities and equipment for meetings as are normally located for teachers’ use within the school, as well as school audio-visual equipment, at reasonable times and upon appropriate request to the principal, provided that such use does not interfere with the instructional program. Repair or replacement as the result of such use of equipment or the use of materials beyond a reasonable amount will be borne by the Association.

4.15 Meetings, etc.
The school boards shall permit teachers and the Association access at reasonable times to areas in which teachers and administrators work, and to use a designated institutional bulletin board, mail boxes, or other communication media subject to reasonable regulation by the school board, and to use school facilities at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed by this Agreement.

4.16 Copies of the Agreement
The Agreement will be printed and provided to the Association representatives in each building. When a successor agreement has been ratified by both parties to this Agreement it shall be added to the District’s website (in pdf form and with salary schedules attached) for access by any teacher. A word document of the Agreement will also be provided to the Association leadership.
ARTICLE 5: CONTRACT RENEWAL

5.1 The Board shall offer a contract renewal to a teacher annually, no later than April 15, unless the teacher has been notified of the Board's intent not to issue a contract. A teacher receiving a contract shall indicate acceptance of the offer by signing and returning the contract no later than thirty calendar days after it was issued. A teacher may request an extension of the time period by writing to the Superintendent, prior to the expiration of that time period. The Superintendent will grant or deny such extension, in writing. Failure of a teacher to return the individual employment contract, or request an extension, may be accepted as evidence of non-acceptance of the offer, and in such instance, the job shall be considered vacant.

5.2 In the event the Boards and the Associations have not ratified a new collective bargaining agreement by the date provided herein for the issuance of individual contracts, individual notices of intent to re-employ shall be issued to teachers no later than April 15, subject to the terms in the paragraph above. All terms of the previous contract will remain in effect and no step increases in salary will be given. At the completion of negotiations, teachers shall be issued complete individual contracts that reflect the terms of the successor to this Agreement.

5.3 One Year Non-Renewable Contracts
The Board shall have the right to issue a nonrenewable 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 May 15,

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 continuing teacher 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.

ARTICLE 6: CONTRACT NON-RENEWAL
6.1 A non-probationary teacher whose performance is considered unsatisfactory by the school administration will be alerted through conferences and in writing as soon as possible, but no later than January 15. Such written notice will identify the specific problem area(s) still in need of improvement and the teacher will be given assistance by the administration. A remediation plan, in accordance with the teacher evaluation contract language, will be drawn up by the teacher and the administration. A final decision will be rendered, in writing, on whether, or not the teacher will receive a contract for the succeeding school year no later than April 15. No non-probationary teacher will be subject to non-renewal unless the teacher has been on a remediation plan for at least seventy-five (75) calendar days.

6.2 In those cases in which the school authorities determine the desirability of discontinuing a teacher’s services in the coming year, the Board, through their administrators, will notify the teacher in writing concerning those limitations and failures. Written notification of non-renewal will be given by April 15 and shall be delivered by hand or by certified mail. A probationary teacher may not grieve any non-renewal under the conditions of 16 V.S.A. sec. 1752.

6.3 Individual teaching contracts shall be issued on or before April 15 for the ensuing school year. The Board shall send notice by that same date to any teacher whose contract is not to be renewed. That notice shall be in writing and shall be delivered by registered or certified mail, or in person, and shall include a statement of the reason(s) why the teacher is not to be re-employed.

ARTICLE 7: EVALUATION

7.1 The Boards and Associations agree that the purpose of the evaluation of teachers is to improve the quality of instruction. The evaluative process needs to be an effective tool for the achievement of individual professional growth and overall improvement in the school’s educational program.

7.2 Non-probationary teachers will be observed annually and formally evaluated with a written evaluation at least once every 3 years. The evaluative criteria will include but not be limited to an assessment of the effectiveness of teaching methodologies and classroom curriculum and materials. The evaluative instrument will be chosen by the administration after consultation with the Association.

7.3 At least two weeks prior to any formal evaluation the teacher will be provided with information about the evaluation process, including a copy of any instrument to be used. Prior to the formal evaluation, the teacher and administrator will conference about the evaluation. All observations shall be done openly, and any documentation or written material generated from an observation shall be prepared and provided to the individual teacher.
Any written evaluation material to be considered by the District, for any purpose, must be placed in the individual's personnel file in the office of the superintendent. Every teacher will be given the opportunity to review and sign any evaluation materials or documents to be placed in the teacher's personnel file. The teacher and administrator will meet regarding the written evaluation materials or documents before these are placed in the teacher's personnel file.

ARTICLE 8: PROBATIONARY TEACHERS

A teacher's first two years of employment in the district will be considered probationary service. During this probationary period, the non-renewal of a teacher's contract will not be subject to the grievance procedures of this agreement as long as the teacher has been observed and formally evaluated at least twice, once by January 1 and again by April 1 of each year. Employees hired after the start of the school year must have two formal evaluations prior to April 1.

The parties agree that if the probationary term for teachers defined as probationary under Vermont Statute (16 VSA, sec. 1752) is lengthened beyond two years, the probationary period for newly hired teachers governed by this contract will be increased by the same period of time.

ARTICLE 9: UNSATISFACTORY PERFORMANCE

If any teacher's work performance is determined to be unsatisfactory, the teacher must be promptly informed of the specific areas needing improvement. Measures for improvement of performance must be in writing and must specify the following: (a) a time line for achieving improvement; (b) a plan for the evaluation of progress; (c) the role of the administrator in the facilitation of improvement.

The evaluation of a teacher that results in a recommendation of (a) withholding of salary increment, (b) suspension, (c) non-renewal of contract, or (d) termination of employment must include documentation of just cause and basis in fact.

No teacher will be subject to a withholding of salary increment unless the teacher has been on a remediation plan for at least seventy-five (75) calendar days. The teacher will be notified no later than April 15.

ARTICLE 10: ASSOCIATION DUES
The Association shall indemnify and hold harmless the Supervisory Union and its member districts from and against any and all responsibility and claims that may arise out of the collection and disbursement of monies garnished from individual employee’s wages for the purposes of Association dues. The Association acknowledges that the Supervisory Union relies upon written documentation provided from the Association regarding individual employee’s designation as a dues payor. If any improper deduction is made, the Association shall refund directly to the employee any improper amount received.

ARTICLE 11: TEACHING ASSIGNMENTS

11.1 The Administrators shall make good faith efforts to notify teachers of their subject and grade level assignments for the following school year by the preceding June 1. If changes need to be made in the assignment after June 1, the affected teacher(s) shall receive notice as soon as possible.

ARTICLE 12: PROVISIONAL/EMERGENCY LICENSES

12.1 On or before March 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 a license by August 1st. If the teacher presents proof of option (B.) herein, on or before May 1st, the teacher must provide the Superintendent written verification from the VT A.O.E. that the teacher has satisfied all license requirements. The Superintendent shall have the discretion to extend the May 1st deadline. Failure to provide documentation outlined in (A.) and/or (B.) above shall cause the offer of employment for the following school year to be null and void.

ARTICLE 13: REDUCTION IN FORCE

13.1 Seniority
Seniority will be calculated from the beginning of a teacher’s most recent period of continuous employment in the school district and/or within the supervisory union. A school district shall be defined as having its own Board of School Directors. A teacher employed by a district and/or the supervisory union, either concurrently or serially, shall have his/her seniority calculated from the beginning of his/her most recent period of continuous employment in the school district of the supervisory union. Seniority will begin to accrue as of the date the individual contract was signed. In the case of teachers hired on the same day, the earlier time of hire shall be the deciding factor, as referenced in this agreement. If seniority cannot be determined by earlier time of hire, the decision
of the superintendent shall be final, and this decision shall not be subject to the arbitration provision in this agreement. Part-time teachers will accrue seniority on a pro-rata basis. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid approved leaves of absence, employment by the Board in a position outside of the negotiating unit, or by layoff, but that time will not be counted in calculating seniority. When seniority is equal, ability to perform the work in question as determined by the Superintendent will be the deciding factor and this decision shall not be subject to the arbitration provision in this agreement.

13.2 Seniority List
The Superintendent shall be responsible for the creation of a seniority list, including each teacher's date of hire, years of seniority and license endorsements. A copy of the list shall be provided to the Associations on or before October 1 of each school year. Appeals of information included in the seniority list shall be presented to the superintendent in writing on or before November 1 of each year. Resolution of appeals shall be made by the Superintendent, prior to December 1 of that year.

13.3 In order to compensate for decreases in enrollment, educational funding, or reorganization of curriculum and/or programs, the Boards agree to eliminate only those positions which help solve the aforementioned problems. No teacher will be reduced in contract or laid off under this article if the reduction in staff can be accomplished by staff turnover. If an opening exists for which a teacher affected by reduction in staff is licensed and endorsed, that teacher will be transferred to that position rather than being laid off or reduced in contract.

13.4 As soon as possible, but no later than March 15th, the Association and the affected teacher(s) shall be notified in writing of any intended reduction in staff and the conditions of the reduction to take effect the following school year. Final reduction in force shall be made no later than the date contracts are issued.

13.5 Within the area of licensure/endorsement, seniority shall be the criterion for determining the order in which teachers are laid off under a reduction in force. In the event of identical years of seniority, the determining factor shall be the date upon which each teacher signed his/her initial contract.

13.6 If a teaching vacancy occurs in the school district, laid-off teachers will be recalled in reverse order of lay off in their area of license/endorsement for up to twenty-four months.

13.7 Recall rights shall terminate by reason of a teacher's refusal of an offer of reemployment within the two-year period.

13.8 Teachers on lay-off status will be given the opportunity to register for employment as substitute teachers and will be accorded first consideration of employment.
13.9 Laid-off teachers shall be responsible for maintaining their current mailing address on file in the Central Office. When the administration sends a laid-off teacher a notice of recall, it shall be sent via certified mail, return receipt email requested, with an email copy provided to the Association at the same time. If the teacher does not respond within ten (10) calendar days of receipt of the recall notice, that teacher shall be deemed to have rejected the recall offer and shall no longer retain any recall rights.

13.10 A teacher who is laid off by a school district within the White River Valley Supervisory Union or the White River Valley Supervisory Union and hired by another school district within the White River Valley Supervisory Union shall not suffer a loss of salary, benefits, or seniority due to the change of school districts. If a laid off teacher is subsequently hired by another school district within the White River Valley Supervisory Union or the White River Valley Supervisory Union itself, their recall rights to any vacancy in the previous district shall be considered extinguished.

13.11 All unutilized benefits to which a teacher was entitled to at the time of a teacher’s lay off shall be restored to the teacher, in full, upon re-employment of the teacher within the recall period.

**ARTICLE 14: PROFESSIONAL COMPENSATIONS AND BENEFITS**

14.1 **Salary**
The salary schedules for the 2020-2021 and 2021-2022 school years are located in the appendices.

For the 2020-2021 school year all teachers eligible for a step will receive a step. Those teachers who would otherwise be repeating Step 19 will receive $1,250 above their 2019-2020 salary and will be moved to “Off Schedule”. “Off Schedule” payments will be pro-rated.

For the 2021-2022 school year all teachers eligible for a step will receive a step. Those teachers who would otherwise be repeating Step 19 will receive $1,000 above their 2020-2021 salary and will be moved to “Off Schedule”. Teachers who are already “Off Schedule” will also receive $1,000 above their 2020-2021 salary. “Off Schedule” payments will be pro-rated.

14.2 **Initial Salary Schedule Placement**
The Superintendent has the discretion to count relevant non-teaching experience (1 year = ½ year) and bump new hires up to the next whole step. Newly hired teachers will not be placed on a step greater than an existing teacher with the same experience.

The Business Office will provide the Association a list of all new hires (mid-September and mid-January) that includes name, school, column, step, salary and years of credited experience.
14.3 **Extracurricular Activities**
Extracurricular activities, at the discretion of the administration, may have a stipend offered. Positions may include but are not limited to newspaper advisor, student council advisor, and certain class advisors. Stipends, when applicable, will be paid before the end of the school year. Stipends are listed in the appendix.

14.4 **Course Reimbursement**
Teachers will be allowed tuition payments for graduate-level courses, workshops, and other instruction, which have been pre-approved by the Superintendent and Building Principal, equal to six (6) in-state graduate credits at the University of Vermont per school year; this allotment of funds shall be referred to as the Professional Development Account (PDA). The PDA may be used for reasonable costs in addition to tuition, as preapproved by the Building Principal. As part of the approval process, the teacher may be asked by the Building Principal to provide training and/or share information with colleagues after conclusion of the professional development. Approval will be based on the applicability of the professional development to the school's action plan, Board goals, or classroom needs.

14.5 Teachers will be reimbursed for any approved coursework from their PDA, or a teacher may request pre-payment by the Supervisory Union. Upon successful completion of the course (in case of a graded course: B or better, or a 'pass' in the case of a pass/fail system), the teacher must provide documentation of completion. If a teacher fails to complete the course or provide appropriate documentation, they will reimburse the district within 30 days of the end of the course. Failure to do so will result in the board acting on their right to deduct the amount owed to the District from the teacher's pay at a rate necessary to recover the total amount by the end of the current school year.

14.6 Any teacher taking a course or participating in a workshop, conference, or convention, as permitted by this agreement, which begins prior to June 30th may use course reimbursement funds from the current fiscal year. Reimbursement for courses or workshops, which begin on or after July 1, shall be reimbursed from the next fiscal year. For courses that begin in one fiscal year and end in another, with prior-approval of the superintendent, funds may be allocated from either fiscal year. These payments may be made only to teachers under contract to teach in the districts of the White River Valley SU or the White River Valley SU during the succeeding year, if the courses are to be taken after July 1st.

14.7 A teacher enrolled in a graduate program of studies (Masters, CAGS, Ph.D.), may petition the board for additional funds.

14.8 Tuition and reasonable cost for courses required by the District, will be paid by the District (separately from PDA).

14.9 Each board will budget a professional development fund equal to $1,000.00 per F.T.E of
their respective school district or the supervisory union. The purpose of these funds is to assist in offsetting the costs of professional development for licensed staff.

**ARTICLE 15: HEALTH INSURANCE**

15.1 **VEHI Plans**

Health insurance provisions from the former OWSU and WNSU Agreements providing insurance through the Vermont Education Health Initiative (VEHI) were in effect from July 1, 2017 to December 31, 2017.

As of December 31, 2017, the Dual Option Plan offered by VEHI and all other plans offered at the time were discontinued. Commencing January 1, 2018, VEHI will provide health insurance coverage under four (4) plans identified as VEHI Platinum, VEHI Gold, VEHI Gold CDHP and VEHI Silver CDHP. All four (4) plans are compliant with the Affordable Care Act and offer medical benefits and access to provider networks that are substantially the same as those available under the Dual Option Plan.

15.2 **Premiums**

For the period commencing January 1, 2018 teachers may enroll in any of the four (4) above mentioned VEHI plans at the coverage tier appropriate for the teacher. The Board and teachers will pay the premiums listed below based upon the tier selected by the teacher (one-person, parent and child/children, two-person or family) toward the VEHI Gold CDHP plan. The Board will pay the same dollar amount toward any of the other three (3) available VEHI plans and the teacher will pay any difference.

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15.3 **Health Reimbursement Arrangement (HRA)**

15
Effective January 1, 2018, the board will establish an integrated Health Reimbursement Arrangement (HRA) with debit card for prescriptions for the benefit of teachers enrolled in the VEHI health insurance plans that will provide for payment of out-of-pocket expenses (OOP) as follows:

15.4 **Reimbursement of Medical Out of Pocket Expenses**

Effective January 1, 2018, the board and teacher shall split the initial out of pocket costs (‘OOP’) for medical expense with the board paying 60% and the teacher paying 40% dollar for dollar until the teacher has reached an OOP of $400 for a Single Plan, $800 for a Parent/Child(ren) or Two- person plan and $1,200 for a Family plan. Once the teacher has paid their share of the OOP as described above, the board shall pay any further OOP expense. The split of payments for first incurred medical OOP costs shall continue for the term of this agreement. Medical OOP payments shall not be made through the debit cards issued under this agreement.

15.5 **Reimbursement of Prescription Drug Out of Pocket Expenses**

Effective January 1, 2018 the board shall pay all prescription OOP costs up to the Prescription Drug Out-of Pocket-Maximum (Self/Other than Self) of $1,350/$2,700. Prescription Drug OOP is contained as part of the overall OOP costs of each health plan offered by the boards. The board’s payment of Prescription Drug OOP will be made through the debit cards issued under this agreement.

Effective January 1, 2019 and continuing for the term of this agreement, the Board will pay prescription drug OOP costs of $950 for a single plan, $1,900 for a Parent/Child(ren) plan or Two-person plan, and, $1,500 for a family plan. Payment of the remainder of prescription drug OOP will be paid by the teacher ($400, $800, or $1,200). Based upon whether or not the teacher has satisfied their overall share of OOP expenses ($400, $800, or $1,200) the teacher’s payment of prescription drug OOP may be subject to the 60%/40% split dollar for dollar outlined above. The board’s prescription out-of-pocket costs will be payable by the debit card issued under this agreement.

15.6 The Board’s overall Health Reimbursement Account contribution (medical and/ or prescription out-of-pocket costs) in any given benefit year shall not exceed $2,100 for a single plan, $4,200 for a Parent/Child(ren) plan or $3,800 for a family plan. The Board will pay the same dollar amount toward an HRA associated with any of the other three (3) available VEHI plans. The Board will pay the administrative costs associated with the provision of the Health Reimbursement Account.

15.7 **Payments to Medical Providers**

Direct payments to medical providers will be made if the Third-Party Administrator is able to do so and if direct payments to providers is cost-neutral to the Board.

15.8 **Health Insurance Opener**

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 employee health
insurance through the state of Vermont or another source, or there is significant change in cost to the Board or employees due to health reform mandates from the state of Vermont or at the federal level, the Association and Board agree to reopen Health Insurance and bargain over the new plans, associated costs and financial impacts.

15.9 In lieu of Health Insurance
Employees taking payment in lieu in lieu of health insurance during the 2017-2018 school year may continue to do so at the current level for the 2017-2018 school year. Beginning in the 2018-2019 school year payment in lieu in lieu of health insurance will be $1,500. Employees who have health insurance coverage through their spouse or civil union partner who is also an employee of any of the Districts of, or WRVSU shall not be eligible for this benefit. Payment shall be paid as follows: one-half ($750.00) by December 31st and final payment by June 30th of each year of this Agreement. Employees who seek this benefit shall provide the Business Office with documentation demonstrating health insurance coverage through another bona fide group plan of insurance.

15.10 Effective July 1, 2020, pursuant to 16 V.S.A. chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by Appendix C.

ARTICLE 16: OTHER INSURANCES AND BENEFITS

16.1 Dental Insurance
The Board shall provide each employee with single coverage dental insurance coverage through Delta Dental Plan or equivalent at its expense. Any employee may elect up to family coverage at her/his own expense if such coverage is available through the carrier. The plan used by the former WNSU will be used by all districts.

16.2 Life Insurance
The Board shall provide term life insurance for each teacher in the amount of twenty-five thousand dollars ($25,000).

16.3 Cafeteria Plan
The Board will offer the benefits contained in the WRVSU Cafeteria Plan, a Section 125 plan to each teacher under contract.

16.4 Part-Time Teachers
Part-time teachers will be allowed to participate at the same percentage as their contracted services in all insurances, unless the carrier has regulations which preclude that coverage.

16.5 Long term disability
The Boards shall pay one hundred percent (100%) of the premium cost of long term disability ("LTD") insurance. The insurance will have a monthly benefit of sixty-six and two-thirds (66 2/3%) of salary at the time of disability, an elimination period of ninety (90) calendar days, and benefit period extending to a teacher's normal retirement age as defined by Social Security. Teachers must apply for LTD as soon as possible after becoming disabled. Each teacher shall utilize this coverage as soon as benefits are authorized by the carrier.

Once an employee has been absent for one year due to the same illness/disability occurrence, the District shall discontinue paying its share of the teacher's health insurance costs. The teacher shall remain responsible for her/his share of the health insurance premium costs while receiving health insurance benefits from the District.

In the cases where a teacher has begun to collect LTD benefits, the teacher's position will be held available for the remainder of the current school year in which the teacher became disabled and the following school year. The professional staff member may request the job be held for additional time with the Board's approval.

16.6 Mileage reimbursement
When a teacher is required by administration to use his/her personal vehicle for school business and activities, he/she will be reimbursed at the rate allowed by the IRS as a deduction.

16.7 Column Movement
A teacher will advance to the Masters column upon earning a master's degree from a recognized and accredited college or university.

The Superintendent's Office shall make available the Column Movement Form to Association Presidents in all schools no later than October 1st. Teachers are responsible for returning the Column Movement Form to the Superintendent's Office by November 1st if they anticipate moving columns in the following school year.

Column movement shall only occur in the year that the movement was anticipated. A teacher who successfully completes coursework shall submit proof to the Superintendent. If these additional credits qualify the teacher for column movement on the salary schedule, his/her contract shall be amended as of the date of submission of proof and reflected no later than two pay periods from the date of submission. Proof includes but is not limited to transcript, certificate of completion, letter of completion from instructor.

All coursework used for column movement must be approved by the Principal and Superintendent. Approval will be based on the applicability of the professional development to the school's action plan, Board goals, or classroom needs. The expectation is that teachers will seek prior approval. Courses submitted for column
movement after the course has begun or after completion may be approved solely at the discretion of the Superintendent or designee.

Undergraduate courses, workshops, conferences, or other professional development activities that have been approved may be used towards column movement. At least 9 of the 15 credits needed for advancement shall be at the graduate level. **Fifteen (15) hours of professional development is equivalent to one (1) credit.**

Teachers hired in 2014-2015 and thereafter, may only use credits obtained after completing the master’s degree toward column advancement to the M+15 and M+30 columns. Teachers hired prior to 2014-2015 may use credits earned prior to the attainment of a master’s degree to move to the M+ 15 and M+30 columns if the credits were not used toward their master’s degree.


16.8 **Extra Work**

A teacher, who at the request of an administrator, agrees to provide and provides a teacher's usual professional services during a non-contracted period shall be paid for such services at the teacher's regular per diem rate of pay. For other services, such as curriculum development, teachers shall be compensated at twenty-five dollars per hour ($25.00/Hour). Provision of all such services shall be voluntary.

16.9 **School Development Program**

The School Development Program is a voluntary staff development program designed to provide an incentive and opportunity for teachers to receive extensive training and supervision in skills which improve teaching performance, educational programs, or overall school effectiveness. It is also a program designed to encourage teachers to utilize their time outside of the regular school hours to support programs which will provide varied experiences to benefit the educational community. The program will be administered annually in the following manner:

A. A committee will be formed and chaired by the Principal, comprised of the Principal and up to three (3) teachers, and an optional Board member, and will be given the responsibility for assisting teachers in drafting the grants for the given school year. The teachers will be chosen annually by a vote of the school's professional staff. Representation on the committee will reflect the school’s grade levels.

B. The committee will review aspects of school climate, staff development needs and school mission, before recommending each grant for final approval by the Principal. Any grant in excess of $1,000 also requires approval by the Board.

C. The Principal will be responsible for evaluating each grant. The Principal or grant
recipient will present a summary to the Board.
D. The Superintendent will receive a list of approved grants and amounts of funding approvals.
E. An application for each grant will include, but is not limited to: the purpose, objectives, guidelines, criteria for evaluation, and a recommendation for compensation. Activities which are already compensated for under separate contracts are not eligible for compensation under the School Development Program

16.10 Mentoring
Whenever a teacher is selected by the administration and agrees to serve as a mentor for a newly hired teacher, he/she shall be paid a stipend of one thousand dollars ($1,000) per year, no later than June 15th. This amount may be pro-rated based upon the mentor’s part-time or part-year service to the mentee. Mentoring duties shall be as assigned by the building administrator, however no teacher, acting as a mentor, shall participate in any evaluative capacity regarding any assigned teacher, including but not limited to providing the school district any documents or written or oral statements, regarding any aspect of an assigned teacher’s work. In the event that the WRVSU implements a mentor training program, all mentors must participate.

ARTICLE 17: CAREER CHANGE ASSISTANCE PROGRAM

17.1 The Career Change Assistance Program will be available through any school within the Supervisory Union only if its individual town Board affirmatively votes to adopt the program by December 1 in any year of this Agreement. The Career Change Assistance program will be available through the White River Valley Supervisory Union only if the Supervisory Union Board affirmatively votes to adopt the program by December 1 in any year of this Agreement. If a Board votes to make this Program available notice shall be provided to the Association via email or in writing and teachers will be informed by either email or a posting in the school building.

17.2 Notice of a teacher’s intent to participate in this program must be made in writing and delivered to the Superintendent no later than January 1 in the teacher’s final year of employment. This notice must be accompanied by a letter of resignation with an effective date of June 30 of the same year. If the number of applicants for this program exceeds the number the Board has voted to accept, decisions will be made on the basis of seniority.

17.3 Any teacher who has been employed on a full or part-time basis for at least fifteen (15) years within the White River Valley Supervisory Union, and who elects to resign from his/her position according to the terms of this program, shall be paid an amount of money equal to eighty percent (80%) of his/her teaching salary paid for the year in which he/she elects to resign. This payment shall be based solely upon the annual teaching salary and shall not include any additional compensation the teacher may receive in the year preceding retirement. Any payment(s) made per the terms of this
17.4 Upon approval by the Board, the teacher may choose to receive payment in equal installments once each year during the three (3), four (4) or five (5) years immediately following the year of retirement. The choice of payment plan must be made upon notice of the teacher’s intent to participate in this program. All payments shall be made on or before December 1 beginning in the fiscal year immediately following the expiration of the teacher’s final teaching contract.

17.5 In addition, the Board agrees to pay the premium cost of a single membership in the health insurance plan at the current rate for the year in which the benefit is to be paid. This benefit shall be limited to the first year immediately following the teacher’s retirement. If desired, the teacher may, at his/her own expense, elect additional health insurance coverage by paying the premium cost in excess of the single plan premium. Arrangements for payment of any additional insurance premium costs shall be established directly between the teacher and the Supervisory Union.

ARTICLE 18: SCHOOL DAY/YEAR

18.1 Work Year
The work year, for the purpose of teacher employment, shall consist of 183 days with 177 teaching days, maximum five (5) in-service days and one (1) flex days. A flex day is a workday outside of the teaching and in-service days. Flex days must be before the start of the school year or after the end of the school year or during breaks (not weekends). Flex days must be taken in ½ or full-day increments. Flex days need to be pre-approved by the Building Principal or her/his designee within the parameters listed above.

18.2 Student Day/Week
A student day will be assigned appropriate and reasonable starting and dismissal times. Student week shall not exceed thirty-five (35) hours per week. A student week is defined as the time students are required to be in the building.

18.3 Teacher Week
A teacher work week will consist of a student week and preparation/meeting time that is no longer than forty (40) hours per week. A teacher shall be in the building at least 15 minutes before the scheduled student day. No more than the difference in hours between teacher work week and the number of hours in a student week shall be assigned to meetings or other structured activities such as faculty meetings, IEP meetings or specific duties.

18.4 Duties
Assigned daily supervisory duties shall not occur outside of the defined student day.
18.5 **School Events**
The Association and the Principal will meet at the end of the year to discuss events/activities that go beyond the school day and make recommendations.

18.6 **Duty Free Lunch**
Teachers shall have a daily duty-free lunch period of at least the same duration as the students' lunch period.

18.7 Representatives of Elementary, Middle School and High School will meet with the Principal to work out an equitable schedule of duties and preparation periods. Each full-time teacher is entitled to one (1) duty-free preparation per day or its equivalent.

18.8 Individual modifications to this provision may be made by mutual agreement between the Association and the building administrator.

18.9 The work day for part-time teachers will be determined by prorating the full-time teaching assignment equivalency either by day or part day.

18.10 An in-service committee of teachers, chaired by the Principal, will designate the use and schedule of all in-service time with the exception of in service required by the WRVSU to facilitate the start of the school-year or to accomplish WRVSU initiatives which shall not be included in the local planning. Individual modifications to this provision may be made by mutual, agreement between the Association and the building administrator.

18.11 The building Principal will consult with the association before any decision concerning teaching assignments and scheduling is finalized.

**ARTICLE 19: GRIEVANCE PROCEDURES**

19.1 **Purpose**
The primary purpose of this procedure is to reach agreeable solutions to potential grievances at the lowest level possible. Both the Associations and the Boards encourage teachers having potential grievances to discuss the matter informally with the appropriate administrative official before filing the matter as a formal grievance. The dispute may be adjusted without the formal intervention of the Association, provided that such adjustment is not inconsistent with the terms of this agreement. All parties agree that these proceedings shall be kept confidential.

19.2 **Definitions**
A grievance is any claim or dispute by the Association(s) or teacher(s), that there has been a violation, misinterpretation or misapplication of the terms of the Collective Bargaining Agreement (CBA). All time limits shall consist of school days or business
days if occurring during summer break.

19.3 Grievance Pass-Through
The grievance may proceed to the next step for original filing, by mutual agreement in writing between the grievant(s) or their representative(s) and the appropriate administrative official.

19.4 Grievance Cooperation
The parties to this CBA will cooperate in the investigation of any grievance. Either party will provide to the other, information available to it as is reasonably requested for the processing of any grievance. If the hearing of a grievance is scheduled during the school day the parties shall be released without loss of pay.

19.5 Grievance and Reprisals
No reprisals of any kind will be taken by any party to this grievance procedure.

19.6 Right to Representation
The grievant(s) shall be entitled to representation by the Association. At no time shall the grievant(s) be represented by an administrative official.

19.7 Procedural Requirements
No grievance shall be entertained except in accordance with the procedures specified in this agreement. Failure by the grievant(s) to adhere to these procedures within the specified time periods shall render the grievance null and void. Failure by the appropriate administrative body to render a decision within the specified time period shall permit the grievant(s) to proceed to the next step of the grievance procedure, within the time stipulated. No grievance shall be given consideration unless it is filed at Step 1 of this procedure within thirty (30) days of the occurrence, or the reoccurrence. Time limits shall be strictly observed but may be extended by written agreement of both parties.

19.8 Right to Withdraw of Grievance
A grievance at all times and throughout all steps of this procedure, remains the exclusive property of the grievant(s) who shall retain the right to withdraw the grievance at any time.

19.9 Grievance Steps
The grievant shall attend all steps of the grievance procedure unless unable, due to extenuating circumstances.

Step 1: The grievant(s) shall first discuss the matter informally with the Principal or appropriate administrative official. If the situation is not resolved to the satisfaction of the grievant(s), the grievant(s) shall discuss the grievance with the designated Association representative. If the situation is still not resolved to the satisfaction of the grievant(s), then the procedure shall
move to Step 2.

**Step 2:** The grievant(s) shall provide a written copy of the grievance to the Principal or appropriate administrative official, setting forth the specific article(s) being grieved, stating the redress sought. The grievant(s) and the Association shall be notified in writing by the Principal or appropriate administrative official of his/her receipt of the grievance. Within ten (10) days after receipt of the written grievance, the Principal or appropriate administrative official shall meet with both the grievant(s) and their Association representative and render a written decision.

**Step 3:** If the grievance is not resolved at Step 2, the grievant(s) shall, within ten (10) days, provide a written copy of the grievance to the Superintendent of schools indicating the reason for dissatisfaction with the decision of the principal or appropriate administrative official and stating the redress sought. The grievant(s) and the Association shall be notified in writing by the Superintendent of their receipt of the grievance. Within fifteen (15) days after receipt of the written grievance, the Superintendent shall meet with both the grievant(s) and their Association Representative and render a written decision.

**Step 4:** If the grievance is not resolved at Step 3, the grievant(s) shall, within ten (10) days, provide a written copy of the grievance to the Board Chair indicating the reason for dissatisfaction with the decision of the Superintendent and stating the redress sought. The chairperson of the Board, or his/her agent, shall notify the Association of receipt of the grievance. Within thirty (30) days after receipt of the written grievance, the Board shall meet with both the grievant(s) and their Association representative. A written decision will be rendered within fifteen (15) days after the meeting.

**Step 5:** If the grievant(s) is not satisfied with the Board's decision, or if no written decision has been made within the period above provided, the Association may submit the grievance to binding arbitration before an impartial arbitrator. Notification of intent to pursue arbitration must be submitted in writing to the Board within fifteen (15) days after the Board's written decision was due. If the parties cannot agree as to the arbitrator within fifteen (15) days from the notification date, the arbitrator shall be selected by the American Arbitration Association or an agreed upon similar organization. The Board and the grievant shall not be permitted to present in such arbitration proceedings any grounds, or to rely on any evidence not previously disclosed to the other party. The arbitrator shall not have any
power to alter, add to or subtract from, the terms of this agreement. The arbitrator's decision shall be binding and not subject to appeal.

19.10 The cost of arbitration will be equally divided between the Board and the Association. The Board and the Association shall bear the full cost for its representation in arbitration. Should either request a transcript of the proceedings, they will bear full cost for the transcript.

**ARTICLE 20: LEAVE PROVISIONS**

20.1 **Sick**
A teacher will be granted twelve (12) days sick leave at the beginning of each school year. Unused sick leave will accumulate to eighty (80) days, plus the twelve (12) days of the current year. Any teacher that has accumulated over ninety-two (92) sick days may use those days until such time as the balance falls below ninety-two (92), at which time he/she will then revert to 88 at the end of the year. Additional paid sick leave may be granted at the discretion of the Board. Sick leave may be used for significant others in the life of the teacher (e.g. immediate family, non-family living with the teacher), or for wellness appointments.

Teachers must apply for LTD as soon as possible after becoming disabled.

20.2 **Sick Leave Bank**
A. A sick leave bank shall be maintained to provide paid sick leave for any participating teacher who has used his/her own accumulated sick leave days and is stricken with a serious illness or disability (as provided in E2 below) which prevents him/her carrying out of his/her teaching duties.

B. Each teacher shall become a participating member of the sick leave bank by contributing 1 sick day from his/her personal sick leave entitlement. The minimum number of days to be held in the sick leave bank will be 200. Should the bank fall below the minimum, each teacher shall deposit 1 day, on an annual basis, until the fund minimum is refurbished; if a teacher has less than 10 days available in the year that a contribution is required the teacher shall make his/her contribution at the beginning of the next school year.

C. The Sick Leave Bank will be administered by a committee composed of five (5) members appointed by the Association (one (1) member from each school district), one (1) School Board member and the Superintendent or his/her designee. All record keeping involved in the administration of the Sick Leave Bank shall be the responsibility of the committee, but the participating teachers and the superintendent's office shall receive copies of all records.

D. Application to the sick leave bank will be made on the form developed by the Human
Resources Department (HR). HR will review the documents and send them to the Sick Leave Bank Committee. If evidence is not sufficient, HR may ask the teacher for more evidence.

E. In any given case of a teacher applying for days from the Sick Leave Bank, the committee shall consider the complete written application submitted and reach a decision on whether, or not the application should be approved. A participating teacher may file a written application to utilize the benefits of the Sick Leave Bank only under the following conditions:
   (1) he/she has exhausted all other accumulated sick leave, and
   (2) the employee has a serious illness or disability as defined by the FMLA (days may not be drawn from the sick bank for other than the employee’s own illness).

F. The maximum number of days that can be withdrawn per individual request shall be the number necessary for the teacher to satisfy the elimination period for long-term disability (LTD) coverage. Teachers must apply for LTD as soon as possible after becoming disabled.

G. Existing sick leave bank pools (Chelsea, Strafford, and Bethel) as of June 30, 2018 shall be included in the sick bank pool.

20.3 Bereavement
Bereavement leave of up to five (5) paid days per school year will be granted to a teacher in the event of death of a relative (spouse, parent, grandparent, child, grandchild, sibling, and parent-in-law), or friend. Additional paid bereavement leave may be requested of the Superintendent.

20.4 Personal
A teacher will be granted three (3) days per year, to conduct personal or private business which cannot be accomplished outside of the school day. Under appropriate circumstances, the Superintendent may approve supplemental personal leave days. The teacher has the responsibility of notifying the Superintendent when the leave will be taken. A teacher will give as much notice as possible in requesting such leave. Unused personal days shall be added to the accumulated sick leave balance.

20.5 Professional
Professional Leave of three (3) days, in excess of those required by the administration, may be granted with prior approval of the Principal. Under appropriate circumstances, the Principal may approve supplemental professional leave days.

20.6 Sabbatical
After 5 years employment as a teacher within the White River Supervisory Union (WRVSU), at the sole discretion of the Board, a teacher may be granted a sabbatical, without pay, for a period of up to one (1) academic year, for the purpose of professional
development, including, but not limited to, engaging in study or educational travel. The application for such leave shall set forth in detail the professional development program which the teacher proposes to pursue during the leave of absence and the benefits accruing to the teacher and the District as a result of such leave. The Board shall continue the existing health, dental and life insurance coverage for the teacher as if the teacher was still employed in the school. Only one teacher per school annually may receive this professional development leave benefit unless the Board determines to increase the number of eligible persons. In the event that the sabbatical is not granted, the teacher will receive a written explanation.

Any applications for such sabbatical must be submitted to the Board not later than December 15 of the year preceding the proposed sabbatical. The Board shall render a decision on the proposals no later than the end of February. A teacher who receives this sabbatical shall commit, in the application process to return to the District for two (2) contractual years as per this agreement. Teachers on Sabbatical will receive step advancement for the year of leave, if step has been negotiated for that year.

A teacher on sabbatical shall notify the Board by February 1 if the teacher decides not to return to the District. Teachers opting not to return to the District for two (2) years of service after a sabbatical agree to reimburse the District within two (2) years for costs incurred during the sabbatical (e.g. coursework, insurance).

The Board will provide tuition reimbursement to teachers on sabbatical, subject to the provisions of professional development reimbursement.

Upon reinstatement, the teacher will be assigned to the same position or a position comparable to the position that was held at the commencement of the leave. If a comparable position is not available, the teacher will be assigned to any other vacant position for which the teacher is licensed, subject to provisions of Reduction in Force.

20.7 FMLA/VPFLA Leave
The Boards and employees agree to abide by the FMLA and the Vermont Parental and Family Leave Act (VPFLA). To determine eligibility the Board will waive the 50 employees within 75 miles requirement for full-time employees. Teachers who are determined to be eligible employees under either the FMLA or VPFLA, or both shall be entitled to unpaid leave for up to twelve (12) work weeks in a rolling twelve (12) month calendar for any conditions which are designated as eligible for unpaid leave under either (or both) statutes. The use of FMLA and VPFLA leave shall run concurrently. Teachers will be required to use any accumulated sick or personal leave accumulated concurrently with the usage of FMLA leave. Employees may use up to twelve (12) weeks of paid leave during the pendency of the VPFLA/FMLA leave provided the employee has that amount available. Employees who have a greater balance of sick leave than 12 weeks may utilize that leave after the FMLA period is exhausted. During the pendency of the FMLA/VPFLA leave, the employee shall remain responsible for the payment of their share of the monthly health insurance premium and shall remit such payment either through standard ongoing wage withholding or by payment directly to the Business
Office by the tenth (10th) day of each month. In the event that an employee does not return after family leave, the employee shall reimburse the Board the full cost of health benefits paid by the Board. The Boards retain the right to seek re-payment of benefits provided under FMLA/VPFLA if such use is found to be fraudulent as provided under FMLA/VPFLA regulations.

20.8 Parental
The Board will grant leave without pay for up to one year or one year and whatever time is needed to finish a school year in progress if the leave begins after April 14, on request of any teacher in the district for the purpose of caring for a young child who has entered the teacher's household. The teacher will inform the board of his or her intention to take this leave at least 30 days in advance (if possible) of its commencement.

The teacher will agree to notify the Board of the teacher's intention to be reinstated by the date required for the normal return of contracts.

During parental leave after the protections of the PFLA/FMLA have expired, the teacher shall have the right to participate in the District's health insurance coverage at the group rate by paying the full monthly premium to the District.

Upon reinstatement, all benefits to which the teacher was entitled will be restored. If the teacher has worked for at least sixty percent of the school year in which the unpaid parental leave commenced, the teacher shall be advanced to the next step on the salary schedule if step has been negotiated for that year. Teachers on extended leave are subject to provisions of R.I.F.

20.9 Jury Duty
Leave will be granted for teachers performing jury duty. Teachers will receive their regular pay but shall reimburse the District any payments received from the court except payments for travel, room and board.

20.10 Military
The District shall grant such unpaid leave and reemployment rights as required by federal and state law to any employee who enters the U.S. Reserves and/or National Guard, whether by recall, draft or voluntary enlistment.

When an employee or the spouse of an employee is called to active military duty for a period that will require extended deployment the employee may use personal leave days to settle personal matters.

20.11 Discretionary
Teachers may request additional leave consideration from the Board.
21.1 **Contract Enforcement**
Teachers are expected to fulfill the terms of their contract. In the event of a need to terminate employment, teachers will hand in a written notice to the Superintendent, but only after such action has been reported to and discussed with their Principal or immediate supervisor.

21.2 **Contract Termination**
Any teacher who terminates his/her services as required under the individual contract before the expiration of the contract, agrees to pay their school the sum of four hundred dollars ($400). The Board may waive requirement of payment for good cause. The teacher will also reimburse the school district for any prepaid unused insurance premiums.

21.3 **Payroll Deduction**
Teachers may request that deductions be made from their pay for the following purpose:
- Income Protection Insurance
- Health Insurance
- Participation in the WRVSU 403b plan
- Credit Union/Bank
- Dental Insurance
- Cafeteria Plan (Section 125)
- Association dues
- Any court-required wage withholding
- Retirement account

21.4 **Association Dues**
Any employee who elects to join their local Associations, VTNEA, and NEA, may sign and deliver to the WRVSU business office an assignment authorizing payroll deductions in substantially equal installments for dues. The WRVSU business office agrees to deduct from employees' salaries dues for their local Associations, VTNEA and NEA; that said employees individually and voluntarily authorize the WRVSU business office to deduct. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the WRVSU business office will deduct membership dues in substantially equal installments beginning with the first paycheck in October. These deductions shall be made from the subsequent payroll; and these monies, along with a record of the deduction, will be transmitted to the representative designated by their Associations.

21.5 **Pay Schedule**
Teacher pay will be issued every other week during the contract period. Teachers shall have three payment options:

Twenty-one (21) substantially equal payments made before June 30th.

Twenty-six (26) substantially equal payments, with twenty-one (21) payments and a lump sum of five (5) payments made before June 30th.
Twenty-six (26) substantially equal payments between July and August.

Employees shall be notified of any change in the payday by August 15th, before the start of the school year.

All employees will be paid via Direct Deposit beginning July 1, 2018.

**ARTICLE 22: FORCE OF AGREEMENT**

This agreement supersedes all other agreements between the Boards and the Associations.

**ARTICLE 23: COMPLIANCE/SEVERABILITY**

If any provision of this Agreement or any application thereof is held to be contrary to law, then that provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

**ARTICLE 24: CONTRACT MODIFICATION**

Amendments may only be made by mutual written agreement by the associations and board.

**ARTICLE 25: PRIOR BENEFITS AND PRESERVATION OF RIGHTS**

The parties agree that they have had every opportunity to negotiate and bargain for the terms and conditions of this agreement. The parties further agree that this Agreement embodies the full and complete understanding of the parties as to the terms and conditions of employment covered by this agreement. This agreement shall supersede any rules, regulations or practices, whether currently occurring or consisting of “past practice” of the member districts. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts. The provisions of this agreement will be incorporated into and be considered part of the established policies of the member districts.

**ARTICLE 26: COMPLETE AGREEMENT**

This Agreement is a complete agreement between the parties, covering all mandatory subjects of negotiation. The parties contracting agree that relations between them shall be governed by the terms of this Agreement only. No prior agreement or understanding, oral or written, shall be controlling or in any way affect the relations between the parties except where those agreements
have been reduced to writing by the mutual consent of both parties.

**ARTICLE 27: NO STRIKE/NO LOCKOUT**

The Association will not call, cause, assist, encourage, participate in, condone, ratify, sanction or support any strike, sit-down, slow-down, picketing, boycott, or stoppage of work, or any other direct or indirect interference with the operations of the District while this Agreement is in effect. This shall not prohibit informational picketing or the exercise of other constitutionally protected free speech rights, but is intended to prohibit activity directed towards interference with school district operations. The Board will not initiate any lockout procedures while this Agreement is in effect.

**ARTICLE 28: CONTRACT DURATION**

The provisions of this agreement shall be in effect as of July 1, 2020 and shall continue in full force and effect until June 30, 2022, except as otherwise expressly stated herein.
MASTER AGREEMENT
WRVSU Boards and the White River Valley Education Association
July 1, 2020 through June 30, 2022
Signature Page

First Branch Unified School District
(Chelsea/Tunbridge)

Rochester/Stockbridge Unified School District
(Rochester/Stockbridge)

Sharon School District

Strafford School District

White River Unified School District
(Bethel/Royalton)

White River Valley Supervisory Union

White River Valley Education Association

Date

Date

Date

Date

Date

Date
Appendix A

All White River Valley SU Teachers
2020-2021

**SALARY SCHEDULE**

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See hiring Guidelines in the Collective Bargaining Agreement

Steps not available to teachers hired after July 1, 2018

Teachers now "Off Schedule" and receiving the "Off Schedule" payment include: Cynthia Belouin, Karen Colby, Linda Dean-Orr, Elizabeth Dutton, Claire Epchook, Charlotte Faccio, Kerilyn Ganzenmuller, Walt Garner, Carol Harrington, Heather Harvey-Gibson, Elaine Howe, Susan Hull, Christi Koch and Scott O'Hearn.
### All White River Valley SU Teachers
#### 2021-2022

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<td>1.9083</td>
<td>$61,854</td>
<td>1.9709</td>
<td>$60,406</td>
<td>$64,754</td>
</tr>
<tr>
<td>16</td>
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<td>19</td>
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<td>2.2205</td>
<td>$60,406</td>
<td>$74,414</td>
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</table>

See hiring Guidelines in the Collective Bargaining Agreement

Steps not available to teachers hired after July 1, 2018

Teachers now "Off Schedule" and receiving the "Off Schedule" payment include: Cynthia Belouin, Karen Colby, Linda Dean-Orr, Elizabeth Dutton, Claire Epchook, Charlotte Facio, Kenilyn Ganzenmuller, Walt Gamer, Hannah Glass-McShinsky, Carol Harrington, Heather Harvey-Gibson, Hewitt II, Elaine Howe, Susan Hull, Christi Koch, Scott O'Heam and Debra Walton-Strong.
Appendix B

Athletics and Extracurricular Stipends
(Offered only when Sport/Activity is deemed viable by Administrator/Supervisor and is not part of the scheduled school day classes or duties)

**Base Contract:** Equal to the base salary (BA, Step 1) in the given year of the agreement.

<table>
<thead>
<tr>
<th>Athletics</th>
<th>2020-2021</th>
<th>2021-2022</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Contract:</strong></td>
<td>$39,810</td>
<td>$40,109</td>
</tr>
<tr>
<td><strong>% of Base</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Group A</strong></td>
<td>9.00%</td>
<td>7.00%</td>
</tr>
<tr>
<td>Varsity Basketball (B)</td>
<td>$3,583</td>
<td>$2,787</td>
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<tr>
<td>Varsity Basketball (G)</td>
<td>$3,583</td>
<td>$2,787</td>
</tr>
<tr>
<td><strong>Group B</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Varsity Soccer (B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Varsity Soccer (G)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Varsity Baseball</td>
<td>7.00%</td>
<td>$2,787</td>
</tr>
<tr>
<td>Varsity Softball</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cross-Country</td>
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<td></td>
</tr>
<tr>
<td><strong>Group C</strong></td>
<td>6.00%</td>
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</tr>
<tr>
<td>JV Basketball (B)</td>
<td>$2,389</td>
<td></td>
</tr>
<tr>
<td>JV Basketball (G)</td>
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</tr>
<tr>
<td>Track and Field</td>
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</tr>
<tr>
<td><strong>Group D</strong></td>
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<tr>
<td>JH/MS Basketball (B)</td>
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<tr>
<td>JH/MS Basketball (G)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JH/MS Soccer (B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JH/MS Soccer (G)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JH/MS Softball</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cheerleading (Varsity)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Varsity Golf</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Group E</strong></td>
<td>1.00%</td>
<td></td>
</tr>
<tr>
<td>ES Basketball</td>
<td>$398</td>
<td></td>
</tr>
<tr>
<td>ES Soccer</td>
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<td></td>
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35
<table>
<thead>
<tr>
<th>Extracurricular</th>
<th>2020-2021</th>
<th>2021-2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Contract:</td>
<td>$39,810</td>
<td>$40,109</td>
</tr>
<tr>
<td>% of Base</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Group F</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yearbook (inc. photos)</td>
<td>6.00%</td>
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</tr>
<tr>
<td>Yearbook (no photos)</td>
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</tr>
<tr>
<td>Senior Project</td>
<td>2.50%</td>
<td>$995</td>
</tr>
<tr>
<td>School Newspaper</td>
<td>2.00%</td>
<td>$796</td>
</tr>
<tr>
<td>Class Advisors (JR(2)/SR(2))</td>
<td>3.00%</td>
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</tr>
<tr>
<td>Student Council</td>
<td>2.50%</td>
<td>$995</td>
</tr>
<tr>
<td>3 Act Play</td>
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</tr>
<tr>
<td>Music Director</td>
<td>2.75%</td>
<td>$1,095</td>
</tr>
<tr>
<td>1 Act Play</td>
<td>2.75%</td>
<td>$1,095</td>
</tr>
<tr>
<td>Other Drama (competition)</td>
<td>2.75%</td>
<td>$1,095</td>
</tr>
</tbody>
</table>
Appendix C

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-terminal 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
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 of 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.