MASTER AGREEMENT

BETWEEN THE

WHITE RIVER VALLEY EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PERSONNEL

AND THE

BOARDS OF SCHOOL DIRECTORS OF THE ROCHESTER
– STOCKBRIDGE UNIFIED DISTRICT, SHARON SCHOOL
DISTRICT, THE WHITE RIVER UNIFIED DISTRICT
(BETHEL/ROYALTON)
AND
THE WHITE RIVER VALLEY SUPERVISORY UNION

2021-2023
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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 7, GRIEVANCE, in this Agreement.

ARTICLE 1: PREAMBLE

1.1 In order to effect the provisions of Title 21, V.S.A., Chapter 22, Sections 1721-1735, and to encourage effective and harmonious relationships between the Board and the Educational Support Staff, this Agreement is entered into by and between the Boards of School Directors of the Rochester – Stockbridge Unified District, Sharon School District, the White River Unified District (Bethel/Royalton) and the White River Valley Supervisory Union, hereinafter to be known as the “Board,” and the White River Valley Education Association (WRVEA), an affiliate of the Vermont-NEA, representing the educational support personnel employed by the Rochester – Stockbridge Unified District, Sharon School District, the White River Unified District (Bethel/Royalton) and the White River Valley Supervisory Union, hereinafter to be known as the “Association.”

1.2 The Boards of School Directors of the Rochester – Stockbridge Unified District, Sharon School District, the White River Unified District (Bethel/Royalton) and the White River Valley Supervisory Union have agreed to negotiate a consolidated agreement (hereinafter the "Agreement") with the educational support personnel represented by the Association. Throughout this Agreement, reference to the Board(s) or District(s) shall be deemed to refer to each of the individual Boards and Districts noted herein. Each Board remains a separate and distinct employer under the terms and conditions contained herein. Further it is understood that the “Superintendent,” the “Director of Special Services” and “Principal” act as agents of the Board in the implementation of this agreement.

ARTICLE 2: RECOGNITION

2.1 The White River Valley Supervisory Union Board of Directors, pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, hereby recognizes the Association as the exclusive bargaining representative of the special education paraeducators, Technology Support employed by the Board and all food service workers/personnel, food service managers and kitchen support staff previously employed by the First Branch Unified School District Board of Directors, the Rochester – Stockbridge Unified District Board, the Sharon School District, the Strafford School District Board of Directors and the White River Unified District Board of Directors.
The Sharon School District Board of Directors, pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, hereby recognizes the Association as the exclusive bargaining representative of paraeducators, head custodian/maintenance, custodians and secretaries/administrative assistants employed by the Board.

The White River Unified District (Bethel/Royalton) Board of Directors, pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, hereby recognizes the Association as the exclusive bargaining representative for the regular education planning room staff, classroom/kindergarten assistant, custodians/maintenance workers, paraeducators (instructional assistants), custodians, secretaries, and technology support personnel and head custodian employed by the White River Unified District (Bethel/Royalton) Board of Directors.

The Rochester – Stockbridge Unified District Board of Directors, pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated, hereby recognizes the Association as the exclusive bargaining representative of paraeducators (instructional assistants), custodians, secretaries, and technology support personnel employed by the Rochester – Stockbridge Unified District.

Unless otherwise indicated, the employees of the above unit will hereinafter be referred to as “employee(s)” or “member(s) of the bargaining unit” or “Educational Support Personnel (Educational Support Person).”

ARTICLE 3: MANAGEMENT RIGHTS

3.1 Retention of Management Rights
The Board retains all powers, rights, authority, and prerogatives conferred upon it by the laws of the State of Vermont. Nothing in this AGREEMENT will derogate or remove any power, right, authority of prerogative possessed by the Board or its administrative staff except where such power, right, authority or prerogative is and specifically limited by this AGREEMENT, or by the laws of the State of Vermont. The Association agrees that the Board has the right to make and implement decisions relating to areas including but not limited to those enumerated below.

3.2 Specific Management Prerogatives
Management Rights include but are not necessarily limited to the following:
   A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
   B. To manage and direct the employees of the Board
   C. To establish reasonable work rules of conduct.
   D. To suspend, non-renew or discipline employees per the provisions of the collective bargaining agreement.
   E. To determine the size and composition of the work force.
F. To determine staffing patterns including the need for, use of and number of full-time employees.

G. To control and regulate the use of machinery, facilities, equipment, technology, computers and other property of the school districts.

H. To introduce new technology, tools, equipment or laborsaving devices.

I. To determine, establish, increase, reduce, or eliminate the number, location and operation of programs.

J. To establish budget procedures and determine budgetary allocations.

K. To determine the methods of raising and using revenues.

L. To establish and administer policies and procedures relating to security.

M. To determine the mission of each school district and the means necessary to efficiently fulfill that mission.

The above enumeration of management rights is not inclusive and does not exclude management rights not specified, nor shall the exercise or non-exercise of rights retained by the Board be construed to mean that any right is waived.

**ARTICLE 4: ASSOCIATION'S RIGHTS**

4.1 Nothing contained herein shall be construed to deny or restrict an Educational Support Person’s rights under existing Vermont law.

4.2 The Board agrees that all Educational Support Personnel have the right to organize freely, join and support their Association for the purpose of engaging in collective bargaining. It is further agreed that Educational Support Personnel shall have the right not to join this or any other Educational Support Personnel organization if they so desire. It is further agreed that neither the Board nor the Association shall discriminate against any Educational Support Person 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 The Board and the Association agree that there will be no discrimination in hiring, training, assignment, promotion, transfer or discipline of Educational Support Personnel, or in the application or administration of this Agreement or any other rule, regulation or policy relative to the terms and conditions of Educational Support Personnel employment on the basis of Association membership, race, gender, creed, color, religion, domicile, national origin, sexual orientation, gender identity, marital status, age or disability. Alleged violations of this Section 4.3 shall not be subject to the grievance/arbitration provision of the Agreement.

4.4 Neither the Board nor any employee of the Board serving in any capacity, nor any other person or organization shall interfere with, restrain, coerce or discriminate in any way
against any Educational Support Person or administrator engaged in activities protected by Chapter 22 of Title 21, Vermont Statutes Annotated.

4.5 Educational Support Personnel who have completed their probationary period shall not be disciplined, reprimanded in writing, suspended, dismissed, or not have their contracts renewed without just and sufficient cause. Employees shall be entitled to Association representation in any meeting which could lead to the employee being disciplined, reprimanded, suspended, dismissed, or non-renewed.

4.6 Educational Support Personnel have the right to participate in public affairs and professional organizations. If participation requires absence during school hours a pre-approved plan (with the school administration) must be in place.

4.7 The Association shall have the right to use such facilities and equipment for meetings as are normally located for employee use within the school, as well as school audio-visual equipment, at reasonable times and upon appropriate request to the building administrator, 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.

4.8 Duly authorized representatives of the Association shall be permitted to transact official business on school property at reasonable times, provided that this shall not interfere during school hours with the teaching of pupils, assigned duties, or interrupt normal school operations.

4.9 The Boards shall permit employees and the Association access at reasonable times to areas in which employees work, and to use a designated bulletin board or area in each school, mailboxes, or other communication media subject to reasonable regulation by the Board, and to use school facilities at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed by this AGREEMENT.

4.10 The Board will amend its written policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.

4.11 Copies of the Agreement will be sent electronically to each Educational Support Person when both parties to this Agreement have ratified a successor agreement and at the start of each school year. A printed copy will be kept at the Supervisory Union office and made available upon request and a current electronic copy will be on the WRVSU website.

4.12 Any notice with reference to any Article in this AGREEMENT that is to be given by one party to the other under this Agreement will be delivered in a written format, and a receipt will be provided. If given by the Board, said notices will be sent to the President of the Association or his/her designee, and, if given by the Association, said notice will be sent to the Superintendent of Schools, and for transmission to the Board(s) as required. Either party, by written notice to the other, may change the address at which further written notice to it shall be given.
4.13 The Board agrees to deduct from the employee’s salaries payment for dues for the Educational Support Personnel unit of the White River Valley Education Association/Vermont-NEA that employees individually and voluntarily authorize. Money shall be transmitted to the treasurer of the Association in accordance with the schedule established for members of the Educational Support Personnel bargaining unit, and the Association shall disburse such monies to the appropriate Association or Associations. Authorizations shall be in writing and continuous from year-to-year as long as a person remains employed by the District unless employee notifies the Business Office in writing by October 1 that he/she wishes to withdraw his/her authorization for dues deductions for the upcoming year. The Association shall have full responsibility for notifying the District of the amounts for each employee to be deducted for each membership year. The District shall cause dues to be deducted from each regular paycheck in equal increments over the course of the school year. The Association shall have the full responsibility for notifying the District in advance of any changes in dues deductions. The Association agrees to indemnify the Boards and hold them harmless from all claims, damages, costs, fees, or charges of any kind, which may arise out of the honoring by the Boards of dues deductions authorization in accordance with the provisions of this AGREEMENT, and the transmitting of such deducted dues to the Association.

ARTICLE 5: PROBATIONARY PERIOD

5.1 For full-time and part-time year-round employees there is a six-month (6) probationary period. For full-time and part-time school year employees there is a probationary period of ninety (90) school days exclusive of holidays and breaks.

5.2 An employee shall serve only one (1) probationary period within a school district or the supervisory union, unless the employee assumes a new position at a different classification within the school district or the supervisory union, or if there is a voluntary or involuntary termination of employment and new employment begins after a break in service. The superintendent may waive a subsequent probationary period in the case of re-employment after a voluntary or involuntary termination.

5.3 The probationary period serves a two-fold purpose: to allow the employee to become familiar with the duties of a position, and to allow the supervisor to observe and evaluate employee performance to determine whether employment beyond the probationary period is deemed appropriate.

5.4 At any time during the probationary period an employee may resign without prejudice, and the school district or supervisory union may terminate employment for any reason. Such termination is not subject to the board step or arbitration provision of the grievance procedure. Prior to the end of the probationary period, the supervisor shall conduct a performance review and make a recommendation to the superintendent regarding continued employment.

5.5 A full time or part time year-round employee may utilize his/her vacation leave only after
the end of his/her probationary period.

5.6 Personal leave shall accrue from an employee's date of hire. However, an employee may utilize only one (1) personal leave day during the period of his/her probationary period. Additional days may be requested and may be granted under the sole discretion of the Superintendent.

5.7 Medical coverage for a probationary employee shall begin after thirty (30) calendar days of employment.

5.8 A full-time year-round, school year or extended school year employee on probation shall receive one (1) day’s pay for each appropriate paid holiday which occurs during his/her period of probation. A part-time employee shall receive the appropriate paid holidays on a pro-rata basis, to the nearest half-day or whole day. “Half-day” shall mean up to and including fifty percent (50%) of an employee’s contracted hours per day; “whole day” shall mean any amount of time beyond fifty percent (50%) of an employee’s contracted hours per day. “Appropriate” shall mean a holiday that falls on a day the employee would normally work.

5.9 Absent prior approval from the Boards or the Superintendent, any employee who is absent without having sufficient leave to cover such absence shall be considered absent without leave and may be subject to disciplinary action. The Board will take extenuating circumstances into account.

ARTICLE 6: REDUCTION IN FORCE

6.1 Staff reductions may be made when in the judgment of the Board they are necessary for the sound and efficient operation of any school or the Supervisory Union, due to insufficient funds, lack of work or a significant revision in any program. As soon as possible, but no later than March 15th, the association and affected employee(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 and only after the Association and Superintendent have met to discuss the intended reduction in force.

6.2 Contract Issuance
The appropriate Board shall issue renewal employment contracts to employees by April 15th unless the employee has been notified in writing of the board’s intent not to issue a contract. An employee 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. Failure to return the individual employment contract may be accepted as evidence of non-acceptance of the offer, and in such instance, the job shall be considered vacant.
A. Layoffs shall be within job categories within each school (secretary/administrative assistant, custodian, educational assistant (paraprofessional), cook, or other) defined in ARTICLE 2, with seniority defined in Section D, below. If the layoff of an employee is necessary, that employee with the least seniority within the job category shall be laid off. The above layoff provisions do not apply to paraprofessionals with special skills, such as braille, etc., who are assigned as 1:1 Paraeducators with a specific student, and whose employment is necessary to meet the IEP needs of that individual student. If the layoff of any other Educational Support Personnel is necessary, the employee in the affected job category as defined in ARTICLE II with the least seniority shall be laid off.

B. An employee who has been laid off shall be recalled to any vacancy which occurs in his/her job classification, within the supervisory union, during the twelve (12) months immediately following the effective date of the layoff, provided the employee has indicated in writing at the time of the layoff the desire to be recalled in following twelve (12) months. The last employee laid off in a particular job category shall be the first employee recalled in that job category within each school. An employee may refuse up to one (1) recall offers and retain his/her recall status for the remainder of his/her twelve (12) month period. If the employee refuses a second (2nd) recall offer, s/he shall be removed from the recall list.

C. Notice of recall shall be by certified mail (return receipt requested). If the employee does not indicate his/her acceptance or non-acceptance of the position within five (5) working days of receipt of the recall notice, he/she shall be deemed to have refused the position and waived further recall rights under this Agreement. It is employee’s responsibility to ensure that the Business/Human Resources Department has the correct address for the employee.

D. Seniority shall be calculated from the date beginning with the employee’s most recent period of continuous employment with the WRVSU or member districts or their successor districts regardless of job category within the bargaining unit. This period of continuous employment will begin to accrue as of the first day worked. If two or more employees have the same first day worked, seniority will be determined by the date the employees signed their employment contracts; if these dates are the same, the employee who has the earliest birthday (date of birth, not year of birth) in the calendar year will be designated as the most senior. Part-time employees shall have their time of employment in the School District or the Supervisory Union pro-rated. The Superintendent shall be responsible for the creation of a seniority list. A copy of the list shall be provided to the Association 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.
E. No employee shall be laid off under the terms of this ARTICLE if the reduction can be accomplished through attrition, and unless he/she is given two (2) weeks advance notice.

F. Training
Any employee who is transferred to a new building or position will receive training for any new position prior to transfer.

G. Vacancies
The Board will notify by email the President(s) of the Association of newly created positions and/or vacancies within the Supervisory Union for which members of the bargaining unit may apply through an electronic posting(s). Current members of the bargaining unit will be given an interview for voluntary transfer.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 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 Educational Support Personnel 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.

7.2 Definitions
A grievance is any claim or dispute by the Association(s) or Educational Support Person, 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.

7.3 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.

7.4 Grievance Cooperation
The parties to this CBA will cooperate in the investigation of a 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.

7.5 Grievance and Reprisals
No reprisals of any kind will be taken by any party to this grievance procedure.
7.6 **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.

7.7 **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 I 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.

7.8 **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.

7.9 **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.

7.10 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 8: DUTY FREE LUNCH

Each employee shall receive a paid, duty free lunch daily, equivalent in length to the students’ lunch period between 11:00 and 1:00 for school day employees, unless there are extenuating circumstances of a temporary nature.

ARTICLE 9: TRANSPORTATION AND MILEAGE

9.1 An employee’s use of his/her vehicle for school business shall not be a condition of employment. No employee shall be required to use his/her personal vehicle in the performance of his/her job or at any time during his or her employment.

9.2 If an employee volunteers to use his/her vehicle in response to a request from an administrator, the employee shall be reimbursed at the current IRS rate. Mileage shall be calculated from the employee’s place of work to the destination requested by the administration and then back to the employee’s place of work.

9.3 Employees who work in more than one school district or more than one building within a merged district on the same day shall be provided sufficient time to travel between such buildings or districts, including time needed to make necessary preparations to move between the buildings or different school districts. The decision of how much time is sufficient shall be made by the District after consultation with the employee involved.
Time allocated for lunch, breaks, and preparation time shall not be counted as travel time. Employees who are required to work in more than one building will have their mileage reimbursed at the current IRS rate. Such mileage reimbursement shall not include commuting mileage at the beginning or end of the employee’s day. When an employee is required to travel from one building in one district to another building in another district or more than one building within a Unified district, said employee shall receive round-trip mileage. Said employee may be requested to demonstrate that they have adequate insurance coverage.

**ARTICLE 10: OVERTIME and ON-CALL PAY**

**10.1 Regulatory Over Time Pay**

Each employee shall be compensated at the rate of one and one half (1-1/2) times his or her basic hourly rate for all time worked beyond forty (40) working hours. Said calculation of hours worked means actual hours worked and does not include use of benefit days, leave days and holidays in any one week. All work performed at the overtime rate must be approved by the Superintendent or his/her designee prior to the commencement of such work, as provided by the Fair Standards Labor Act.

**10.2 On-Call Compensation**

On-call pay compensates custodians and head custodians who remain on-call beyond their regularly scheduled hours to respond to school emergencies. Such emergencies include but are not necessarily limited to fire alarm, security, weather, heating, electrical, plumbing and related situations.

On-call status shall be based upon the discretion of the employer.

A. On-call pay shall be determined as follows: An employee will be eligible for on-call status only if it is outside of his/her normal working schedule, and the employee must return to work.

B. All time worked up to three (3) hours: full three (3) hours wages at one and one-half (1.5) times the employee’s regular rate per hour.

C. Each additional hour or portion thereof after the first three (3) hours: at one and one-half (1.5) the employee’s regular rate per hour.

**10.3 Pro-ration of benefits will be based on the hours/day in the school building in which the employee works.**

**10.4 Staff may be assigned appropriate and reasonable starting and dismissal times, establishing an on-site day that is substantially equivalent and no longer than 7 - 8 hours for all employees with the understanding that overtime may also be required. Para-educators may be assigned a planning period when necessary. Any potential change to an employee’s timesheet will be discussed with the employee and any necessary**
10.5 Field Trips
Employees that are requested by the administration to attend an extended school day or overnight field trip will be compensated for all hours that they provide direct supervision of the students that they are assigned to support/supervise during the extended day or overnight field trip. Employees will not be paid for the hours they are sleeping unless they sleep in the same space as the students and then they will be paid for sleeping time.

ARTICLE 11: TRAINING REIMBURSEMENT

11.1 If an employee intends to take a course, seminar, workshop or any other employment related training, that employee may request reimbursement for part or all of the costs associated with such training from the Superintendent. Each employee shall be eligible to use five hundred dollars ($500) annually for educational, academic, workshop and like training related to his/her job. The Superintendent shall approve or disapprove such a request based on its relevance to the employee’s job.

An employee whose employment with the district is terminated as a result of a RIF shall be eligible for an additional $500 for educational, academic, workshop and training directly related to retraining or career training to assist the employee in alternate career placement. The Superintendent shall approve or disapprove such request based on the potential usefulness of the request to the employee and the employee’s future employment. Denials of payment under this provision shall not be subject to the grievance procedures of this AGREEMENT.

11.2 An employee shall be eligible for prepayment for part or all of the costs associated with such training by putting this request for prepayment in writing to the Superintendent. The employee will sign a contract with the Superintendent so that in the event the employee fails to satisfactorily complete the training s/he will have the amount of prepayment paid by the district withheld from his/her paychecks over the remainder of the school year, or another repayment schedule mutually agreeable to the employee and the Superintendent. “Satisfactory completion” shall be defined as receiving a grade at or above the level of “B”. Should letter grades not be an option for particular coursework, “Satisfactory Completion” shall be defined as receiving a grade of “Pass”. Should “Pass/Fail” not be an option for particular coursework, a certificate of completion shall be required.

11.3 If the administration instructs an employee to participate in any training, the district or the supervisory union shall pay for the cost of such training.

ARTICLE 12: HEALTH INSURANCE

12.1 For the period commencing July 1, 2019 full time staff members may enroll in any of the four (4) VEHI plans identified as VEHI Platinum, VEHI Gold, VEHI Gold CDHP and
VEHI Silver CDHP at the coverage tier appropriate for the staff member. The Board agrees to pay 80% of the premium cost of the VEHI Gold CDHP Plan. The Board will pay the same dollar amount toward any of the other (3) available VEHI plans.

Staff members will be responsible for paying the balance of the premium cost for the selected plan through payroll deduction.

12.2 **Health Reimbursement Arrangement (HRA)**

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

12.3 **Reimbursement of Medical Out of Pocket Expenses**

Effective January 1, 2018, the board and employee shall split the initial out of pocket costs ("OOP") for medical expense with the board paying 60% and the employee paying 40% dollar for dollar until the employee 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 employee 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.

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

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 employee ($400, $800, $1,200). Based upon whether or not the employee has satisfied their overall share of OOP expenses ($400, $800, or $1,200) the employee’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.

12.5 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.

12.6 **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.
The Boards agree to pay each employee who is eligible for health insurance but chooses not to participate in the health insurance plan an annual sum of fifteen hundred dollars ($1,500). Any employee applying for this, fifteen hundred dollars ($1,500) must show proof of alternate health insurance coverage within thirty (30) days after signing his/her individual employment contract for the year in which the employee elects to receive this payment of fifteen hundred dollars ($1,500). This benefit shall not be provided to spouses (or dependents) where both individuals are employed by Districts or the SU covered in this agreement.

An employee who receives this benefit shall have this benefit pro-rated per his/her FTE and number of days worked in the respective year of employment. (E.g., a sixty percent (60%) FTE employee would receive 60% of $1,500, = $900.00.)

A full-time employee who otherwise would be eligible for health insurance hired between 01 July and 30 December shall receive this full benefit prorated by the number of days in the six-month period. An employee hired between 01 January and 30 June shall receive one-half (.5) of this benefit, and this half shall also be prorated by the number of days in the six-month period.

Payment shall be made to the employee in two (2) installments: the first paycheck in December, and the last paycheck in June, of each year in which the employee shall receive this benefit. If an employee leaves the district prior to the end of the school year, s/he shall receive this benefit prorated for the amount of time worked.

Any employee who chooses to purchase health or dental insurance(s) through the school insurance plan(s) may enter into an agreement to pay for the insurance(s) from pre-tax dollars, resulting in a savings to them offsetting some of the cost of the insurance(s).

Part-time year-round and part-time school year employees who work at least twenty (≥ 20) hours per week but less than thirty (< 30) hours per week shall be eligible for health insurance on a prorated basis.

Effective July 1, 2020, pursuant to 16V.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 A.

ARTICLE 13: DENTAL INSURANCE

The Board shall provide one hundred percent (100%) of the premium cost of VEHI individual dental coverage, A, B, C, for full-time year-round and full-time school year employees or extended school year employees. Part-time year-round, part-time extended school year, and part-time school year employees who work at least twenty (≥20) hours per week but less than thirty (<30) hours per week shall be eligible for dental insurance on a prorated basis.
An employee may purchase 2-person or family dental coverage for the difference in the premium benefit and the cost of 2-person or family coverage.

13.2 The Boards agree to pay Sara Dakein, Elwin Twitchell, Mischa Johnson, Samantha Wood and Erin Crowley who are eligible for dental insurance but choose not to participate in the dental insurance program, an annual sum of one-hundred dollars ($100.00). These employees must show proof of alternate dental insurance coverage within thirty (30) days after signing his/her individual employment contract for the year in which the employee elects to receive this payment. These individuals are hereby grandfathered for the $100.00 dental buyout. This will stay in effect until said employees leave the district/supervisory union.

13.3 A. An employee who receives this benefit shall have this benefit pro-rated per his/her FTE in the respective year of employment. (E.g., a sixty percent (60%) FTE employee would receive 60% of $100, = $60.00.)

B. An employee hired between 01 July and 30 December shall receive this full benefit prorated by the number of days in the six-month period. An employee hired between 01 January and 30 June shall receive one-half (.5) of this benefit, and this half shall also be prorated by the number of days in the six-month period.

**ARTICLE 14: LONG TERM DISABILITY INSURANCE**

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 an employee's normal retirement age as defined by Social Security. Employees must apply for LTD as soon as possible after becoming disabled. Each employee 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 employee's health insurance costs. The employee 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 an employee has begun to collect LTD benefits, the employee's position will be held available for the remainder of the current school year in which the employee became disabled and the following school year. The employee may request the job be held for additional time with the Board's approval.

**ARTICLE 15: LIFE INSURANCE**

15.1 The Board shall provide term life insurance for each employee in the amount of twenty-five thousand dollars ($25,000)
ARTICLE 16: WORKERS' COMPENSATION INSURANCE

16.1 The Board shall carry Workers' Compensation Insurance for the protection of all employees. The Board will provide the employee with coverage for liability insurance as written under 16 V.S.A. § 1756, and Workers' Compensation. Workers' Compensation issues will be administered in accordance with the provisions of the Vermont workers' compensation statute [21 V.S.A. Chapter 9]. This shall include, by way of example and not limitation, employment reinstatement rights.

16.2 When an employee who was employed by the Boards of the Windsor Northwest Supervisory Union on its last day of existence receives Workers' Compensation benefits he/she may also elect to use his/her accumulated sick leave to offset the difference between the Workers' Compensation benefits and his/her full salary. The District will pay the employee one-third (1/3) of his/her full salary and deduct one-third (1/3) of a sick leave day from the employee's accumulation for each school day of absence. The Board shall also continue to pay its share of all insurance benefits provided by the Agreement until the employee's sick leave is exhausted. Accumulated sick leave does not include an additional twelve (12) days for the new contract year. The Board may elect to stop payment of sick leave salary until receipt of Workers' Compensation benefits from the employee, unless as a result of the disability the employee is unable to turn his/her checks over to the district in a timely fashion. In such circumstances, the employee shall endorse all applicable Workers' Compensation benefit checks over to the District as soon as reasonably possible.

ARTICLE 17: 125 FLEXIBLE SPENDING ACCOUNT (CAFETERIA PLAN)

The Board will offer the benefits contained in the White River Valley Supervisory Union Cafeteria Plan, a Section 125 plan to each staff under contract.

ARTICLE 18: SICK DAY AND BENEFIT COST NOTICE

18.1 By 01 September of each year, the Board shall provide each employee a written account of all accumulated leave days (sick, vacation, etc.) as of 30 June of the previous school year and available to him/her for the ensuing school year.

18.2 By 15 September of each year, the Board shall provide each employee a written account of all deductions to her/his paycheck, the number of checks each deduction applies to and the total annual cost of each deduction.

ARTICLE 19: SICK LEAVE DAYS

19.1 Each full-time year-round and full-time school year employee (i.e., any employee who
works thirty or more (≥30) hours per week) shall receive twelve (12) sick days each year, at the beginning of the school year. Unused sick days may accumulate to a total of seventy-five (75) days. If an employee is absent three (3) or more days consecutively, or if there is a reasonable basis for doing so, the Superintendent may request a medical certification (or its equivalent) of the employee’s illness.

19.2 Up to five (5) sick days each year may be used for matters of family illness involving spouse, civil union partner, child, parent, or someone residing in the household for whom the employee is responsible. The Superintendent or his/her designee may extend the number of days an employee may use for matters of family illness.

19.3 Part-time year-round and part-time school year employees shall receive this sick leave days’ benefit according to the following schedule:

1  →  9 hours/week, 3 sick days each year
10 →  19 hours/week, 6 sick days each year
20 →  29 hours/week, 9 sick days each year

19.4 Sick Bank
A. A sick leave bank shall be maintained to provide paid sick leave for any participating employee 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 duties.

B. Each employee 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 employee shall deposit 1 day on an annual basis, until the fund minimum is refurbished; if an employee has less than 10 days available in the year that a contribution is required the employee 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 Supervisory Union, but the participating employees 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 employee for more evidence.

E. In any given case of an employee 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 employee 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 need not divulge the diagnosis to the committee, only that the employee has a serious illness or disability as defined by the FMLA (days may not be drawn from the Sick Leave Bank for other than the employee’s own illness). The maximum number of days that can be withdrawn per individual request shall be the number necessary for the employee to satisfy the elimination period for long-term disability (LTD) coverage. Employees must apply for LTD as soon as possible after becoming disabled.

19.5 **Bereavement**

Each employee shall be granted up to three (3) paid days per death of a member of the immediate family. Up to two (2) additional days shall be granted by the administration to allow for travel if needed. Immediate family is defined as follows: spouse, civil union partner, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, friend or member of the immediate household. Additional bereavement days shall be granted at the discretion of the Administration.

19.6 Employees who transfer or are reassigned from one district to another district within the supervisory union, or between a district and the supervisory union (or vice versa) shall retain all their accumulated sick leave at the time of transfer or reassignment.

**ARTICLE 20: PAID HOLIDAYS**

20.1 Full-time, year-round employees shall be paid the equivalent of one (1) day’s pay for each of the following holidays:

- Labor Day
- Wednesday before Thanksgiving
- Thanksgiving
- Friday after Thanksgiving
- Christmas/equivalent
- Veteran’s Day
- Day after Christmas/equivalent
- Day before New Year’s Day
- New Year’s Day
- Memorial Day
- 4th of July

20.2 Full-time school year and extended school year employees shall be paid the equivalent of one (1) day’s pay for each of the following holidays:

- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Veteran’s Day
- Christmas/equivalent
- Memorial Day
- New Year’s Day

20.3 Part-time year-round, part-time school year and part-time extended school year employees shall receive the appropriate paid holidays on a pro-rata basis, to the nearest half-day or whole day. “Appropriate” shall mean a holiday that falls on a day the
employee would normally work.

20.4 If school is held on any of these days, employees shall be entitled to a compensatory day when school is not in session, at a time mutually agreeable to the employee and the immediate supervisor.

20.5 Employees who transfer or are reassigned from one district to another district within the supervisory union, or between a district and the supervisory union (or vice versa) shall retain all their unused paid holidays at the time of transfer or reassignment.

20.6 School Closings, Early Releases, or Delays

A. If school is closed due to an administration decision: Full and part-time year-round employees are paid for the hours they work or if they use a benefit day, or the employee may choose not to work and thereby not to be paid. Benefit days as they apply to 19.6-A are defined as personal, vacation, or sick days. Sick days are allowable only according to the provisions of Article 18 of this Master Agreement.

School year employees are not expected to work and will not be paid if they arrive at work after the closing is announced.

Any employee who arrives before the school closing is announced will be paid for the hour(s) that s/he worked.

B. If there is a delay due to an administration decision:
Full and part-time year-round, school year and extended school year employees will be paid for a full day according to the provisions of the employee’s individual employment contract and the terms of this Master Agreement.

C. If school is closed early due to an administrative decision:
Full and part-time year-round, school year, and extended school year employees will be paid for a full day according to the provisions of the employee’s individual employment contract and the terms of this Master Agreement. Full-time and part-time year-round employees are expected to do minimum work, as determined by the Superintendent, so that school may open the following day (or as soon as reasonably possible) without interruption.

D. Rescheduling:
Any work days missed due to school closing that the administration intends to reschedule shall be rescheduled at the end of the school year, unless otherwise mutually agreed to in writing between the Association and the respective school board.

E. Benefit Days:
If an employee has scheduled a benefit day and a normal day of school does not occur (on that benefit day) for any of the above reasons, the employee will have
the option to use such benefit day if s/he wishes to be paid for that day.

An employee shall have the option to cancel such a benefit day and receive no pay for that day. If an employee wishes to cancel a benefit day for which s/he has applied, s/he shall provide written notice of cancellation to the administration prior to the run of the second payroll after the scheduled benefit day. If said benefit day falls on the day payroll is to be processed, the employee will have the option to apply the cancellation notice to the next payroll. Failure to provide cancellation documentation will result in that benefit day being credited to the employee as a day taken.

20.7 Planned Early Release Days

Paraprofessionals will be encouraged and compensated for attending educational training provided by the WRVSU on Planned Early Release Days. Paraprofessionals will be paid for a full day minus two (2) hours on early release days if they choose not to participate. Paraprofessionals will be required to attend the in-service training prior to the start of the student opening of school.

ARTICLE 21: PAID VACATION DAYS

21.1 Current full-time and part-time year-round employees (as of June 30, 2004) shall retain their accumulated vacation days status.

21.2 A. Beginning July 1, 2004, current full-time and part-time year-round employees, and full-time and part-time year-round employees hired after June 30, 2004 shall accumulate vacation days according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Employment</th>
<th>Vacation Days</th>
<th>Accumulation in any one year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>4</td>
<td>maximum 20 days</td>
</tr>
<tr>
<td>5</td>
<td>9</td>
<td>maximum 30 days</td>
</tr>
<tr>
<td>10+</td>
<td>15</td>
<td>maximum 40 days</td>
</tr>
</tbody>
</table>

B. These days shall be credited to current employees beginning 01 July of each year. (Also see Article 5.5)

C. These vacation days are credited to a newly hired employee on a pro-rated basis, beginning with the date of hire, based on a yearly calendar beginning from 01 July of the year of hire.

21.3 In his/her last year of employment an employee may use all or part of his/her accumulated vacation time or trade them in for the per diem money rate of that year.
21.4 Part-time year-round employees shall receive the paid vacation days benefit on a pro-rata basis of the schedule above.

21.5 Employees who transfer or are reassigned from one district to another district within the supervisory union, or between a district and the supervisory union (or vice versa) shall retain all their accumulated vacation days at the time of transfer or reassignment.

ARTICLE 22: PERSONAL LEAVE DAYS

22.1 Paid personal leave will be provided according to the schedule below. Personal leave is for important personal business, which cannot be otherwise scheduled by the employee during time when school is not in session. Important personal business includes but is not necessarily limited to professional/legal appointments and household/family matters. Personal days shall not be used for the sole purpose of extending holidays or vacations, nor for recreational activities or shopping. The superintendent may approve exceptions to these restrictions on a case-by-case basis.

22.2 Full-time year-round employees shall receive three (3) paid personal leave days annually.

22.3 Full-time school year employees and part-time year-round employees shall receive two (2) paid personal leave days annually. Additional personal leave days may be granted at the Superintendent's discretion.

22.4 A part-time school year employee shall receive one (1) personal leave day annually.

ARTICLE 23: JURY DUTY

23.1 An Educational Support Person who is required to serve on a jury will be excused from his or her regular employment duties to perform such service and will receive his or her regular rate of pay. Any compensation received by an Educational Support Person for jury service during days when school is in session will be reimbursed to the district, except compensation for jury duty that is intended to cover such expenses as mileage, meals or lodging. The Educational Support Person shall retain jury pay received for service during a school recess period or holiday.

ARTICLE 24: MILITARY LEAVE

24.1 Military leave of absence and reinstatement from such leave shall be granted by the Board in accordance with existing state and/or federal statutes.

24.2 When an employee or the spouse of an employee is called to active military duty for a period that will require more than sixty (60) continuous days away from home, the employee shall be entitled to receive up to three (3) additional personal leave days.
(beyond the personal days provided in Article 21) to attend to settling personal matters arising as a result of the activation. To be eligible, the employee must provide written notification to the Superintendent as early as possible.

24.3 Upon return to the respective school district from military leave, an employee shall immediately be assigned the same position held at the time the leave commenced, unless this position is affected by a reduction in force while the employee is on the leave or the position is eliminated.

24.4 Upon return to the respective school district from military leave, an employee’s salary, seniority, and other benefits shall be the same as they would have been had the period of leave been spent in the school system, provided that the employee shall not be entitled to credit on the salary index for any year during which s/he missed more than ninety (90) work days between the beginning of the school year and June 30.

24.5 An employee may petition the Board to continue his/her health insurance benefit while s/he is in active military service. The decision of the Board shall be final and not subject to the grievance provision of this AGREEMENT.

ARTICLE 25: PARENTAL, PREGNANCY AND FAMILY LEAVE

25.1 Parental and Family Leave:
The benefits of the Family Medical Leave Act and the Vermont Family and Parental Leave Act will apply to all full-time year round and school-year employees regardless of the number of hours worked. During any 12-month period, the Board will provide for staff with up to 12 weeks of unpaid leave during pregnancy and/or childbirth; or within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption; or due to the serious illness of the employee, employee’s child, stepchild, ward foster child, parent, spouse or domestic partner, or parent of the staff spouse. All benefits will continue to be provided by the Board during this time; the use of accrued paid leave by the employee during the leave period will be in conformance with the terms of the above-referenced statute or the terms of this agreement. In addition, it is agreed that the following provisions apply

25.2 Pregnancy Leave:
Notice of an employee’s intent to take pregnancy leave shall be given by the employee to the superintendent as early as determinable. Staff may use available sick leave for the period during which she is physically unable to work due to pregnancy, but only to the extent of her accumulated sick leave.

25.3 Parental Leave:
Staff shall be entitled to an unpaid parental leave for a period not to exceed ninety (90) calendar days from the date of birth or the date of adoption. Said days will run concurrent with the benefits extended to a staff under Vermont law.

25.4 Unpaid Parental Leave:
Staff shall be entitled to an unpaid child care leave of absence to care for a newly born child or adopted child, subject to the following conditions

A. Staff must notify the Superintendent in writing of intent and length of leave, at least sixty (60) days prior to commencement of such leave.

B. Staff commencing leave between the start of the school year and March 1 of any school year, and who does not intend to return the same year, must return to service the following September.

C. Staff commencing leave after March 1 shall have the option of returning to service at the start of the following school year or the start of the next school year (2nd school year after leave begins). Written notification must be made to the Superintendent by May 15.

D. Staff on childcare leave shall be eligible to remain in all existing fringe benefits programs, if the staff assumes the costs of the contributions.

E. Staff who adopts a child shall have the leave of absence for a period commencing when the staff receives initial placement. Such notice shall be in compliance with the Family Leave Act.

ARTICLE 26: UNPAID LEAVE OF ABSENCE

26.1 Upon approval from the Board, an employee may receive an unpaid leave of absence for up to one (1) year. All requests for unpaid extended leaves under this Article shall be submitted in writing to the Superintendent no later than sixty (60) days prior to the date the leave is to begin, except in the case of emergency. This request shall specify the duration of the leave notating the date the employee intends to return to active employment, when this information is ascertainable.

26.2 An employee on an unpaid leave of absence shall not continue to accrue seniority, but (s)he shall retain his/her seniority accrued prior to leave, and continue to accrue seniority upon return. All benefits to which an employee was entitled at the time his/her leave commenced, including, but not limited to unused sick leave and seniority eligibility, shall be restored to him/her upon his/her return.

26.3 An employee returning from leave will be assigned to the same position held before the leave unless the position has been eliminated. Otherwise, an employee will be offered a substantially equivalent position if available. Employees hired to replace others on leave will be hired only for the duration of the leave.

26.4 During such leave, an employee will be allowed to continue participation in the insurance program(s), provided the employee pays the monthly premium rates to the Board and subject to the regulations of the insurance carrier.

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ARTICLE 27: EVALUATION OF EMPLOYEES

27.1 Each employee shall receive a copy of his/her job description. Prior to a new job description being finalized, or before a current job description is revised, the administration shall review it with the Association.

27.2 A current job description for each Employee will be located on the WRVSU website. Newly hired employees will be directed to the WRVSU website for his/her job description prior to being hired.

27.3 A. Evaluation criteria to be used in the evaluation of employees will be based on the employees’ job descriptions. The Boards reserve the exclusive right to establish job performance standards and policies which will best serve the goals of the district, as well as the right to establish evaluation policies and procedures which will effectively assess the job performance of each employee, as long as no provisions of the evaluation policy or process conflict with the provisions of this Master Agreement.

The intent of the policies and procedures will be to maintain or improve performance and the quality of work. Employees will be provided with copies of the standards, procedures and policies by the beginning of each school year.

B. All monitoring or observation of work performance of an employee will be conducted openly and with the full knowledge of the employee. Any written record of performance evaluation will be presented to the employee within twenty (20) calendar days of the evaluation and then signed by the employee before it is placed in the employee's file or becoming a part of the summative evaluation. It is understood that the employee’s signature does not indicate agreement with the contents of the report.

C. An employee may file a written response to his/her evaluation, and it shall accompany the evaluation report in the employee's personnel file.

D. On request, and accompanied by an Association representative, if desired, the employee may examine his or her personnel file and all documents contained therein. The employee shall file a signed statement that he or she has examined the file, the date the file was examined, and the name of the representative who acted as a witness. Anyone else who reviews an employee’s personnel file shall file a signed statement that he or she has examined the file, the date the file was examined. An employee shall be permitted to make copies of the contents of his/her personnel file.

E. An employee may file a written statement or objection to any material in the personnel file which the employee feels to be irrelevant, derogatory, or objectionable.
F. The official personnel file shall be maintained in the superintendent's office.

G. In no case shall any material be placed in the employee’s personnel file without the employee having an opportunity to review that material. If materials are to be placed in the employee’s file, the employee shall sign and receive a copy of the signed file copy and have the opportunity to attach a written reply to the file copy. The employee’s signature shall indicate only that s/he has received the document and shall in no way mean the employee agrees with its contents.

H. Staff will have the right to indicate those documents and/or materials in his/her file, that has been in the file for 2 or more years, which he/she believes to be obsolete or otherwise inappropriate for retention. These documents will be reviewed by the superintendent or the superintendent’s designee, and, if he/she agrees, they will be destroyed. Staff shall have the right to file a written objection to the retention of certain documents under this section and to have such objection attached to the documents in dispute. However, the retention of documents under this section by the Superintendent or designee is not grievable.

27.4 Any criticisms or complaints regarding the performance or conduct of an employee that come to the attention of an administrator or supervisor shall be promptly investigated. If the administration or Board determines that the complaint may have merit, the administration shall promptly notify the employee of the specific nature of the criticism or complaint. The Board or the Superintendent shall identify the complainant upon the request of the employee. If action is taken by the administration or supervisor which is based on the criticism or complaint, the administrative memorandum and the attendant documents shall be included in the file. Criticism or complaints which do not result in administrative action shall be discarded, and no reference to said criticisms or complaints shall be included in the file.

27.5 Whenever any employee is required to appear before their supervisor, principal, the superintendent, the Board, or any committee or member thereof with respect to a charge concerning his or her competency or position of continued employment, the employee shall be entitled to be advised and represented by a representative of the Association or its affiliate, or both.

27.6 Should an employee accept an assignment as a substitute for an absent employee, the administration agrees that no formal evaluation of that employee shall take place in the twenty-four (24) hour period following the assignment.

27.7 Any time an employee is removed from work because of an allegation made against him/her, the employee shall be placed on administrative leave for the time s/he is kept away from work, pending the outcome of the respective investigation into the allegation(s). When an employee is placed on administrative leave, s/he shall receive his/her per diem wages and other contractual benefits from the first day of administrative leave.
ARTICLE 28: WAGES

28.1 The Boards shall pay their respective employees by direct deposit on a schedule chosen by the board and distributed as early as possible to all employees.

Compensation for services shall be made in one of the following methods to be chosen by the employee:

A. In twenty-six (26) essentially equal payments, commencing no later than ten (10) school days after the first day of the staff member’s school-year with each payment in the amount of one twenty-sixth (1/26) of the current contracted salary. Payments made and actual pay due will be reconciled in the 13th and 26th checks.

B. In twenty-one (21) essentially equal payments, commencing no later than ten (10) school days after the first day of the staff member’s school-year with each payment in the amount of one twenty-first (1/21) of the current contracted salary. Payments made and actual pay due will be reconciled in the 13th and 21st checks.

C. In twenty-one (21) payments according to actual time worked.

28.2 The wages of all on-going members bargaining unit members shall be determined in the following manner:
28.3 2021-2022 Base pay is $14.20.

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<tr>
<th>Level</th>
<th>High School Diploma or GED</th>
<th>High School Diploma (or GED) and 28 Hours of Certified P.D.</th>
<th>Associates Degree or ParaPro Certification or High School Diploma (or GED) and 56 Hours of Certified P.D.</th>
<th>Bachelor's Degree or Associates Degree or ParaPro certification and 28 Hours of Certified P.D. or High School Diploma (or GED) and 84 Hours of Certified P.D.</th>
<th>Master's Degree or Bachelor's Degree and 28 Hours of Certified P.D. or Associates Degree or ParaPro Certification and 56 Hours of Certified P.D. or High School Diploma (or GED) and 112 Hours of Certified P.D.</th>
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2022-2023 Base pay is $14.70.

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There will be fourteen early release days each school year. The board will provide 2 hours of high-quality professional development for all Support Staff on each early release day. The board and the association expect that support staff will participate and actively engage in and complete the professional development once that session has begun. The Administration will make a reasonable attempt to record all professional development. If the schedule should change or some event happens so the Professional Development does not occur, the board will make every attempt to reschedule the professional development during regular work hours. If rescheduling is not possible, the board will provide another means for support staff to complete the two hours of Professional Development during paid time. This could be in the form of, but it is not limited to a virtual class, or viewing of the recording. If the support staff is unable to attend professional development for any reason (including but not limited to part-time status, actual work schedule, duties or hours, leave, child-care, etc.) they will be able to make up the hours after consultation with the Superintendent with pre-approved Professional Development provided by the administration during paid time.

If 28 hours of professional development are not provided by the district/supervisory union in a
school year, all support staff having completed all of the provided professional development will move over a column.

A pre-approved, outside the district, Professional Development opportunity is another way support staff may obtain Professional Development hours. The board and association acknowledge that professional development offered during early release days should be prioritized by the administration and staff. Participants in outside the district Professional Development courses will be credited one hour for each listed hour they participate in their course, workshop or other professional development opportunity.

The board and association agree that bargaining unit members will accrue Professional Development hours for this article starting with the 2021-2022 school year. Support staff who are no longer on this wage grid will be compensated $.50 per hour in their wage for every 28 hours of certified Professional Development.

The Superintendent's Office shall make available a Support Staff Column Movement Form to the Association President(s) and on the WRVSU website no later than May October 1st. Support Staff are responsible for returning the Support Staff Column Movement Form to the Superintendent's Office by June November 1st if they anticipate moving columns at the start or anytime during the following school year. New hires will be informed of the Support Staff Column Movement Form and will have 30 days from their date of hire to file the Support Staff Column Movement form with the Superintendent’s office.

Support Staff having turned in a Support Staff Column Movement Form and accruing and verifying the 28 professional development hours required for movement on the Wage Grid during the school year will be moved over a column once verification is accepted by the Superintendent’s office. Once submitted to the Superintendent’s office this process will be completed within 2 pay periods.

A. For the 2021-2022 school year, the wage of all existing support staff who are not on the wage grid will rise by $0.38.

B. The base wage for 2022-2023 will be increased by $0.50 ($14.70). The wage of all existing support staff who are not on the wage grid will also rise by $0.50.

C. All new bargaining unit members shall be placed on the wage grid according to job classification and education.

D. **Job Classification**

   **Level I**
   Includes academic, library, technology and health aides/paraprofessionals.

   **Level II**
Includes those who work with students with severe learning disabilities, severe emotional or behavioral disabilities, physical needs that require a particular skill or training, changing student’s clothing or coming in contact with bodily fluids. Also includes planning room, behavior interventionists, food service personnel and custodians.

Level III
Tutors whose responsibilities include the preparation of lessons and school bus operators.

Level IV
Guidance secretary and administrative assistants to school administrators.

Level V
Director of Maintenance

E. Any current employee whose level of education, job classification or certifications has changed may request that the superintendent re-evaluate their rate of pay based on the above schedule and make any necessary adjustments. If the additional skills are used immediately then the employee’s rate of pay will change immediately, if the additional skills are not used immediately, then the rate of pay shall be adjusted at the start of the next academic year (July 1). The final determination of the effective date shall be at the discretion of the superintendent.

F. In no case shall a newly hired full-time employee be paid a higher wage than a current full-time employee with the same level of education, job classification, certifications and experience. This section does not include the part-time premium noted below in paragraph G.

G. Part-time employees defined as working less than 20 hours per week and employed as of July 1, 2018 shall be entitled to a part-time premium of fifty cents ($0.50) per hour as additional compensation. This premium is designed to help compensate part-time employees for their lack of eligibility for health related benefits. Employees who reach 20 hours or more under two separate individual employment contracts are not entitled to this premium.

H. Beginning in the fifteenth (15th) year of employment under the terms of this AGREEMENT, and continuing for each year of employment thereafter, an employee shall receive an additional ten cents ($0.10) per hour, added to his/her regular hourly wage.

28.4 The building Principal or the Director of Support Services may require employees to
participate in professional development activities which are deemed essential for the advancement of school district or supervisory union goals. Each employee is expected to attend the in-service days directly prior to the first student day of the school year. An employee shall be compensated at their hourly rate of pay for any required in-service or professional development program.

ARTICLE 29: RETIREMENT

Each eligible employee shall participate in the Vermont Municipal Employees Retirement System. Each Board and participating employee shall participate in either GROUP A or Group B. Rochester, Bethel and Stockbridge shall participate in Group A. New hires at White River Unified School District shall participate in Group B. Current employees of the White River Unified School District in Group A as of the signing date of this agreement may elect to move to Group B. Sharon, and WRVSU shall participate in Group B.

ARTICLE 30: EMPLOYEE HANDBOOKS

If any provision of this Agreement or its application is in conflict with a provision contained in a district’s or Supervisory Union’s Employee Handbook, then this agreement shall be controlling. Handbooks must be updated every three years at a minimum.

ARTICLE 31: HEALTH AND SAFETY:

Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being according to standards set by the Centers for Disease Control (CDC), the Vermont Department of Health (VT DoH) and/or the Occupational Safety and Health Administration (OSHA/VT OSHA).

Para-educators required to lift, support and/or carry students of any weight, will be given adequate training by a professional therapist(s), (e.g., physical, occupational therapist) in order to provide proper lifting, transferring and supporting of body weight. To ensure the safety of the student and the Para-educator, adaptive equipment will be provided for Para-educators to safely provide these mobility services if needed.

When providing hygiene care and assistance (e.g., bathroom assistance, changing diapers or underclothing, washing of any kind and the cleaning of teeth, etc.) as a part of their employment, proper handling techniques will be demonstrated by the school nurse as needed. Supplies, such as gloves, washing and cleaning materials, etc., needed to perform these various duties will be provided by the District.
ARTICLE 32: SEVERABILITY

If any provision of this Agreement or its application is held to be contrary to law, then such 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. Not later than ten (10) days after any such holding the parties will set a date by which they will meet for the purpose of renegotiating the provision(s) affected. The parties may mutually agree not to so renegotiate the provision(s) affected.

ARTICLE 33: COMPLETE AGREEMENT AND ZIPPER CLAUSE

33.1 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.

33.2 The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each party had an unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by agreement of the parties from the matters under collective bargaining, and that the complete understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Any matters which may have been considered “past practice”, whether known or unknown or identified during bargaining or not, are hereby extinguished by the terms and conditions of this Agreement.

ARTICLE 34: DURATION

The Provisions of this Agreement shall be effective from July 1, 2021 and will continue in full force and effect until June 30, 2023. This Agreement will automatically be renewed and continued in full force and effect for another year beyond the termination date of the Agreement, and similarly from year to year thereafter, unless the Board or the association shall give written notice to the other stating their desire to negotiate a successor Agreement in accordance with Title 21, Chapter 22, V.S.A. This notice shall be given not later than October 1 prior to the expiration of the current agreement.
MASTER AGREEMENT
BETWEEN THE
WHITE RIVER VALLEY EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PERSONNEL
AND THE
BOARDS OF SCHOOL DIRECTORS OF THE ROCHESTER – STOCKBRIDGE UNIFIED
DISTRICT, SHARON SCHOOL DISTRICT, THE WHITE RIVER UNIFIED DISTRICT
(BETHEL/ROYALTON)
AND
THE WHITE RIVER VALLEY SUPERVISORY UNION

2021-2023

Signature Page

Rochester-Stockbridge Unified School District
(Rochester/Stockbridge)

Sharon School District

White River Unified School District
(Bethel/Royalton)

White River Valley Supervisory Union

White River Valley Education Association

Date
9/22/21

Date
9/22/21

Date
9/27/21

Date
9/30/2021

Date
9/27/21
Appendix A

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

Article I. Recognition:

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

Article II. Definitions:

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

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

b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment
services requiring a professional administrator's license from the AOE.

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

**Article III. Scope of Bargaining:**

3.1

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

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

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

Article V. Eligibility for Health Benefit Coverage:

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

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

5.3 Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.
5.4 Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.

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

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

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

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

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

Neither the employee nor the domestic partner is married to anyone; and

The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and

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

**Child[ren] of Domestic Partner:**
The child[ren] otherwise meets the eligibility criteria for dependent child[ren]
under the eligibility provisions for school health benefit coverage; and
The child[ren] can be, and is, claimed as a dependent by the employee and/or
the domestic partner for federal income tax deduction purposes; and
The child[ren] resides with the employee and the domestic partner; and
The employee and the domestic partner have agreed between themselves
to be jointly responsible for the child's welfare.

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

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

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

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

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