

**MASTER AGREEMENT 2020-2022**

BETWEEN THE BLUE MOUNTAIN BOARD OF SCHOOL DIRECTORS,  
UNION DISTRICT #21

AND

THE BLUE MOUNTAIN EDUCATION ASSOCIATION  
VTNEA/NEA  
(FOR THE BLUE MOUNTAIN UNION  
EDUCATIONAL SUPPORT PROFESSIONALS)

MASTER AGREEMENT  
EDUCATIONAL SUPPORT PROFESSIONALS

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## **PREAMBLE**

This agreement is made and entered into by and between the Blue Mountain Union School Board of Directors, District #21, hereinafter to be known as the “Board” and the Blue Mountain Education Association, hereinafter to be known as the “Association.”

## **ARTICLE I**

### RECOGNITION

- 1.1 The Board recognizes the Association, for the purpose of collective bargaining, pursuant to Title 21, Chapter 22, Sections 1721 through 1736, of the Vermont Statutes Annotated, as the exclusive representative of a bargaining unit, as certified by the Vermont Labor Relations Board, composed of, including but not limited to: Education Support Professional, Cook, Baker, Head Cook, Custodian, Speech/Language Pathologist Assistant, Licensed Nursing Assistant, Certified Occupational Therapy Assistant, Physical Therapy Assistant, and Secretaries excluding the Superintendent’s Secretary, Bookkeeper, and Head Custodian (2014).
- 1.2 Unless otherwise indicated, the persons in the above unit will be referred to as “employee,” “employees,” or “members of the bargaining unit.” Reference to male employees will include female employees and reference to female employees will include male employees where such inclusion would be appropriate.
- 1.3 Employees who work at least ten (10) hours per week are included in a bargaining unit and shall receive the economic benefits and protections of this Collective Bargaining Agreement. Benefits for part-time employees, as defined in Article II of this agreement, shall be pro-rated unless specifically modified herein.

## **ARTICLE II**

### DEFINITIONS

- 2.1 The following words and phrases used in this Agreement, unless a different meaning is expressly required by the context, shall have the following meanings:
  - A. Full Year Employees: Employees hired by the Board for the fifty-two (52) weeks per year. This category includes, but is not limited to Custodians, and Secretaries who work thirty (30) or more hours per week.
  - B. School Year Employees: Employees hired by the Board, including but limited to Secretaries, Education Support Professionals, Speech/Language Pathologist Assistant, Licensed Nursing Assistant, Certified Occupational Therapy Assistant, Physical Therapy Assistant, Cook, and Head Cook who are employed during the normal school year and work thirty (30) or more hours per week (2014).
  - C. Nothing herein shall be construed to prohibit a school year employee from accepting

employment to work in his/her position or a different position in addition to the employee's work year (as defined in Appendices) for additional compensation.

- D. Seniority: Seniority shall be calculated from the date and time of hire beginning with the employee's most recent period of continuous employment in a bargaining unit position. Employees who work less than a full-time work year shall have their seniority pro-rated. Seniority will not be broken by unpaid leave of absence, or by lay-off, but such time will not be counted in computing seniority.

### ARTICLE III

#### PROCEDURE FOR NEGOTIATION OF A SUCCESSOR AGREEMENT

- 3.1 The Association and/or Board agree to notify the other party of its intent to negotiate a successor agreement no later than September 15 of the school year in which this agreement expires. The Board and the Association will exchange proposals at the first meeting mutually agreed upon for such purpose. This meeting shall take place no later than October 15 (2014).
- 3.2 All negotiations shall be conducted in accordance with and pursuant to Chapter 22, Title 21 of the Vermont Statutes Annotated (V.S.A.) (2014).
- 3.3 During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals (2014).
- 3.4 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations (2014).
- 3.5 The Board agrees not to negotiate with any employee organization other than the Association identified in the agreement during the duration of the Association's legal certification (2014).
- 3.6 The Board and Association shall share pertinent data relating to contractual matters, including information needed for the negotiation and administration of this Agreement. Requested information will be provided within ten (10) working days of receipt of the request (2014).
- 3.7 Any costs incurred by the Board concerning negotiations will be borne by the Board (2014).
- 3.8 Any costs incurred by the Association concerning negotiations will be borne by the Association (2014).
- 3.9 Any joint expenses, i.e., A.A.A., services for an Arbitrator, Mediator, and/or Fact-Finder, shall be shared equally (2014).

**ARTICLE V****ASSOCIATION RIGHTS**

- 4.1 The Board agrees that every employee of the Board has the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities of mutual benefit. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred under Vermont Statutes Annotated, the Constitution of Vermont, or the Constitution of the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any other terms or conditions of employment by reason of his/her membership in the Association or its affiliates; participation in any legal activities of the Association or its affiliates; collective negotiations with the Board; the institution of any grievance, complaint, or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.
- 4.2 A qualified, currently employed member of the bargaining unit who applies for a said vacancy will be interviewed by the district at the Principal and/or Superintendent levels and considered for voluntary transfer prior to the consideration of individuals presently not employed by the district (2007).

Educational Support Professionals will be informed of all job openings within the bargaining unit according to the following procedure:

- A. Should a vacancy occur within the employee's bargaining unit, either through the creation of a new position or a vacancy in an existing position, and should there be no one on lay-off status who is eligible for recall to said position, the vacancy shall be posted in a central location for a minimum of five (5) school days, and through the school's email system, when school is in session. Should the vacancy occur when school is not in session during the summer recess, the staff will be notified of the vacancy through summer email addresses or the school email system during which time current employees shall be given the opportunity to apply to the Superintendent, in writing, for said position. The Superintendent may waive the time requirement for the posting of said vacancy in the event of an unforeseen emergency situation that cannot be accommodated by existing staff (2014).
- B. A currently employed member of the bargaining unit who applies for said vacancy will be interviewed at the Principal and/or Superintendent levels and considered for voluntary transfer prior to the consideration of individuals currently not employed by the district. If said employee has been notified of a reduction in force eliminating their current position, they may decline a vacancy that is not equivalent to their current position, i.e., a full-time employee may decline a part-time position with no deleterious effect upon their call back status.

Nothing in this section shall prohibit the Superintendent from advertising while a position is posted. Interviews of applicants outside of the bargaining unit will not

occur until the position has been posted for five (5) school days, except in the event of an unforeseen emergency situation that cannot be accommodated by existing staff (2007).

- 4.3 The Association shall have the right to the use of such facilities and equipment as are normally located for employee used within the school, as well as school audiovisual equipment, at reasonable times and upon appropriate request to the Principal, provided that such use does not interfere with normal school activities. Any cost for repair or replacement as the result of such use of the equipment or the use of materials beyond a reasonable amount will be borne by the Association.
- 4.4 The Association shall have the right to use the employee work room for the posting of notice of its activities and matters of Association concern (2007).
- 4.5 The Association may use the employee mailboxes for communications to the employees.
- 4.6 The Association or its representative(s) shall be permitted to transact official business on school property at reasonable times, provided that this shall not interfere with normal school hours with the teaching of pupils or assigned during school hours or interrupt normal school operations.

## ARTICLE V

### GRIEVANCE PROCEDURE

- 5.1 Definitions:
- A. A “grievance” is a claim by an employee(s) of the Association that there has been a violation, a misinterpretation, or misapplication of the terms of this Agreement. All grievances shall be in writing and contain the grievance, the sections of the contract involved, and the remedy sought, except at the informal step.
- B. A “grievant” is a person/persons, or the Association making the claim.
- C. For the purpose of this Article, all “days” consist of weekdays. Time periods specified in the procedure may be extended by mutual agreement, in writing, between the grievant, or his/her representative, and the appropriate administrative official. If the last day of the specified time period falls on a legal holiday as defined by Chapter 7 of the V.S.A., the time periods shall be extended to the next weekday.
- Exception: a day when school is closed for Christmas, Winter, or Spring Vacation shall not be counted.
- D. By mutual agreement, in writing, between the grievant or his/her representative and the appropriate administrative official, the grievance may be “passed-through” to the

next Step of original filing.

- 5.2 Right of Representation: The grievant shall, at all Steps in the formal grievance procedure, be represented by the Association. The Association shall be the sole and exclusive representative of the grievant (2014).
- 5.3 Time Limit: No grievances shall be valid unless it is submitted pursuant to Section 5.4 hereof, within thirty (30) days of knowledge of the occurrences which gave rise to the grievance.
- 5.4 Procedure: The parties acknowledge that it is usually most desirable for any employee and his/her immediately involved supervisor to resolve problems through free and informal communications, provided however, any such resolution shall be consistent with the terms and conditions of this agreement. When requested by the employee(s), the Association representative may intervene to assist in the resolution at this informal level. However, should such informal processes fail to satisfy the grievant, then the grievance shall be reduced to writing and grievance processed as follows:

**Step 1:** If any grievance is not resolved informally, the grievant may forward a written copy of the grievance to the Principal, indicating the nature of the grievance and stating the redress sought. A copy thereof shall, at the same time, be filed with the Superintendent and the Association. The Principal shall arrange for a meeting with the grievant and/or his representative(s) to take place within five (5) days of his/her receipt of the appeal. The Association, Board, and/or Administration shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop the facts pertinent to the grievance. The Principal shall, within five (5) days following this hearing, give his/her written decision, copies of which shall be given to the grievant, the Superintendent, and the Association. Such written decision shall include the reason(s) upon which the decision was based.

**Step 2:** If the grievance is not resolved at Step 1, the grievant may, within five (5) days of the date that the Principal's response was due, or actually received, if sooner, forward the grievance, in writing, to the Superintendent of Schools, together with written reason(s) for dissatisfaction with the decision of the Principal and stating the redress sought. The Superintendent shall arrange for a meeting with the grievant and/or his/her representative(s) to take place within five (5) days of his/her receipt of the appeal. The Association, Board, and/or Administration shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Superintendent shall, within five (5) days of this hearing, give his/her written decision, copies of which shall be given to the grievant and the Association. Such written answer shall include reason(s) upon which the decision is based.

**Step 3:** If the grievance is not resolved at Step 2, the grievant may, within five (5) days of the date that the Superintendent's response was due, or actually received, if sooner, forward the grievance, in writing, to the School Board of Directors, together with written reason(s) for dissatisfaction with the decision of the Superintendent and

stating the redress sought. The Superintendent shall arrange for a meeting with the grievant and the Board to take place within fifteen (15) days of the Board's receipt of the appeal. Such meeting will be in executive session. The Association, Board, and/or Administration shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Board shall, within five (5) days of this hearing, give its written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reason(s) upon which the decision is based.

**Step 4:** If the grievance is not resolved in Step 3, the Association may, within twenty (20) days of the date the Board's decision was due, or actually received, if sooner, demand final and binding arbitration. Such demand shall be in writing, and shall be delivered by certified mail to the Chairperson of the Board, c/o Superintendent of Schools. The arbitrator shall be determined by mutual agreement between the Board, or its designated representative, and the Association, or its designated representative. Should the parties be unable to agree upon an arbitrator within fifteen (15) days after the date of the request, such grievance may be referred to the American Arbitration Association (AAA) under its Voluntary Labor Arbitration rules. If the demand for arbitration is not filed within the twenty (20) days, then the grievance will be deemed withdrawn.

- 5.5 Relating to matters of arbitration, and during the period of time when arbitration is taking place, neither the Board nor the grievant shall unilaterally issue any press releases. The decision of the arbitrator shall be final and binding.
- 5.6 The expenses for the arbitrator's service shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representative(s) and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided, however, that it pays for such record. Should both parties desire a transcript, the cost of the two (2) transcripts will be divided equally between the parties.
- 5.7 The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions.
- 5.8 The Board acknowledges the right of the association's grievance representative to participate in the processing of a grievance at any level and no employee will be required to discuss any grievance of the Association's representative is not present.
- 5.9 No reprisals of any kind will be taken by the Board or the school Administration against any employee because of his/her participation in this grievance procedure.
- 5.10 The parties to this contract will cooperate in the investigation of any grievance and either party will provide tot the other such information reasonably available to it as is reasonably requested for the processing of any grievance. Should the presentation of hearing of a grievance at any level require that any employee and/or Association



representative(s) be released from his/her regular assignment in order to present the grievant or be available as a probable witness, hi/she shall be released without loss of pay or benefits.

5.11 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

5.12

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**In accordance with 12 V.S.A. s5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing the Agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Article.**

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**ARTICLE VI**

**REDUCTION IN FORCE**

6.1 The Board agrees that reduction of the staff of Union District #21 covered by this Agreement will not be made arbitrarily, capriciously, or without just cause.

6.2 No employee will be laid off under the provisions of this Article if the reduction in staff will be accomplished by staff turnover. If an opening exists for which an employee affected by reduction in staff is qualified, he/she will be transferred to that position rather than being laid off.

6.3 Layoff shall be determined by seniority of the original date of hire of the individual. The lest senior employee in each of the following classifications, cafeteria workers, custodians, secretaries, and paraprofessionals, shall be laid off first, and so on, according to seniority.

A. In the case of the need to hire a paraprofessional with Speech and Language Assistant training or Licensed Nurse Assistance (LNA) training to work with a specific student, the Association recognized that the SLP-A and LNA position requires additional qualifications, education and training. Therefore, the Association agrees to separate this position from that of paraprofessional. Thus in regards to a possible reduction in force, this position will be deemed to be a separate category apart from that of paraprofessional (2014).

6.4 Layoff shall be for a period of one (1) year. Lay-off employees will retain seniority. The order of recall will be the reverse order of lay-off. A lay-off employee who refuses recall to an equivalent vacancy will lose all rights to future recall and his/her

seniority status (2007).

For the purpose of recall, an equivalent position is one with a comparable scope of work, the same part time/full time status, same pay grade and benefits. Employees may decline to interview for a position that is not equivalent as defined above without affecting their call back status (2007).

- 6.5 No temporary openings will be filled until the employees(s) on lay-off have been given the opportunity to fill the temporary opening. Any time worked on a temporary basis will not adversely offset the employee’s recall rights.
- 6.6 When it is necessary to maintain more than one shift of custodians on a job, and the reductions in work force leaves one shift vacant, the Board may fill the vacancy by transferring from the remaining employees to fill the requirements. Transfer rights to fill an existing vacancy will be based upon seniority. Therefore, the most senior employee, and so on, will have the right to fill, or refuse to fill, any shift vacancy.
- 6.7 Notice of lay-off shall be given to the employee(s) in person before April 30 of the year preceding the lay-off. In the event that a child no longer requires the services of a personal care support professional, the Board may instituted a reduction in force. However, the employee so affected shall be given a two (2) week notice and shall be temporarily reassigned, if necessary, to an equivalent job. If the employee refuses to temporary assignment, the Board is not obligated to honor the two (2) week notice requirement and the employee shall be considered to be on recall status.

**ARTICLE II**

CONDITIONS OF EMPLOYMENT

- 7.1
  - A. As a condition of employment all employees in the bargaining unit who are not members of the Association shall make payment in full or have deducted from their earnings, and agency services fee equivalent to the Association’s costs of representation of the bargaining unit. The association shall certify such assessments and fees annually (2007).
  - B. On or before September 15, the District shall provide the Association a list of all employees and their addresses. By October 1, the Association shall provide the District a list of names of any employees who are not members of the Association. Commencing with the second payroll following notification from the Association, the District shall deduct from such employees’ paychecks, in approximately equal installments over the balance of the contract year, the amount of the agency service fee. An employee may pay the agency service fee by check, in installments or a lump sum, so long as the balance is paid in full no later than February 1 (10/30/2007). Any employee in the bargaining unit , and shall be eligible for membership in the Association according to the Associations By-Laws, and upon joining the Association,

Agency service fee deductions shall be discontinued (2007). This deduction shall be automatic and shall not require employee authorization: a statement to this effect shall be included in each employee’s individual contract. Individuals may make arrangements for prepayments (2010, 2014).

- C. The association shall indemnify and hold harmless the District against any claim, complaint, and contractual/legal/administrative action regarding the implementation of this agency fee provision. This shall include, by way of example and not limitations, legal judgments, arbitration awards, expenses and legal fees (2010).

7.2 No employee shall be disciplined, suspended or terminated in his/her employment without just cause.

7.3 Overtime worked beyond the regularly scheduled work week shall be paid at time and one-half. Call-in for custodians will be a minimum of two (2) hours portal to portal. Overtime applies to the time worked beyond forty (40) hours per week. For overtime purposes, all actual work time must be counted. In addition, for purposes of overtime calculation, holidays and vacation will be considered work time. Further, sick and personal time will be considered non-work time.

7.4 Employees may be required to work overtime. Normally, overtime will be authorized by the building Principal. However, the Director of Building and Grounds may assign overtime as may be necessary to respond to an imminent peril to school property (2007).

7.5 Each employee shall be given a copy of his/her job description for both curricular and co-curricular positions at the time of employment. If necessity dictates a need to revise a job description, then the revisions will be done with Association input.

If job descriptions are revised the employee shall be notified in writing by October 1 of the current school year (2007).

7.6 If school is cancelled on a regularly scheduled school day for inclement weather, physical plan emergency, or school wide illness, and that day is not made up by the end of the school year and causes a school year employee to have worked for less than the number of employment days set forth in Appendices, the employee shall receive his/her regular rate of pay for such cancelled days, the total paid to each employee not to exceed the regular rate of pay for said number of school days.

7.7 Work in addition to an employee’s regular schedule and overtime will be assigned equitably.

- 7.8 A. Employees shall not be requested or required to work under conditions which constituted a threat to their health or safety as determined by the applicable Federal, State or local agency.

- B. The district agrees to comply with all OSHA, Department of Labor, as well as all state/local regulations.
- C. Employees may exercise all their legal rights to obtain a safe and healthful workplace without threats of reprisals or loss of pay or benefits.
- D. The Board will provide the Association access to records maintained under OSHA consistent with the Privacy Act.

7.9 Paraprofessionals, Speech/Language Pathologist Assistant (SLP-A), and Licensed Nurse Assistant (LNA) (2014):

- A. Each Paraprofessional, SLP-A, and LNA will have one (1) fifteen (15) minute break each day and a paid thirty (30) minutes duty free lunch period to be scheduled by agreement between the ESP, the Supervisor, and the Principal, inclusive in the school day.
- B. If the Principal or the Supervisor requires a Paraprofessional, SLP-A, and/or LNA to attend a faculty meeting, a workshop, parent conferences, in-service training or basic staffing meeting, he/she shall be paid at the normal hourly rate of pay for such time subject to the overtime provisions in Article 7.3 and 7.4. The Board shall pay any workshop registration and workshop fees. The Board shall pay for any required course fees in addition to the employee's time spent on said course, including travel time.
- C. Paraprofessional, who substitutes for teachers for any portion of, or for the entire school day, shall receive their regular pay plus two dollars (\$2.00) per hour. Paraprofessionals may be required to substitute up to eight (8) times per month without consulting with the paraprofessional. After that, the paraprofessional can refuse a request to substitute in an Educational Support Professional or Professional Staff position (2017).
- D. Paraprofessionals shall not be required to design lesson plans, assign grades to students, evaluate student performance, or engage in non-supervised instruction of students. Paraprofessionals' bargaining unit work shall consist of supervised tutoring, either with individual students or small groups, teacher supportive tasks, such as clerical support or correction objective student work, such as multiple choice tests or daily work, and monitoring of students during lunch, recess, bus duty, etc.

7.10 Cooks, Baker, Head Cook, and Custodians:

- A. Each employee shall be allowed one (1) fifteen (15) minute break each day and one thirty (30) minute lunch period inclusive in the school day to be scheduled with their immediate Supervisor.
- B. The Board will contribute up to five hundred, fifty (\$550) dollars in a lump sum per year per member of the Plant Operations Department toward the cost of uniforms and footwear (2007, 2020). The Board will contribute up to four hundred (\$400) dollars

per year per Cook, Baker, and Head Cook toward the cost of uniforms and footwear (2007, 2020). This lump sum will be paid in a separate check on October 15 of each year (2020).

- C. Custodial maintenance of the cafeteria shall not be assigned to the Cook, Baker or Head Cook.

7.11 Secretaries:

Each Secretary shall have one (1) fifteen (15) minute break each day and one thirty (30) minute duty free lunch to be scheduled by agreement between the Secretary and the Supervisor inclusive in the work day.

7.12 Contract Issuance:

- A. The Board shall offer a contract for employment to an Educational Support Professional employee annually on or before April 30.
- B. An Educational Support Professional employee receiving a contract shall indicate acceptance of the offer by signing and returning the contract no later than May 15. Should the due date fall on a Saturday or Sunday, contracts will be due no later than the following Monday. Failure of an Educational Support Professional to respond may, at the option of the Board, be accepted as conclusive evidence of non-acceptance of the offer, and in such instance a job shall be considered vacant. An employee may request an extension of time for signing and returning said contract, but such request shall be in writing and written approval of the Superintendent will be required. The Superintendent may extend a fourteen (14) calendar day extension (2012).
- C. If a master agreement has not been ratified by both the Board of School Directors and the Association by April 15, a letter of intent to each employee to be rehired for the following school year shall be issued by the Board in lieu of individual employment contracts. All other provision of Section 7.12 shall apply (2012).
- D. Individual employment contracts will be provide to each employee by September 1. Such documents will have the signature of the Superintendent and School Board Chair affixed to the document prior to being issued to the employee. For new employees, date of hire shall be determined by the date and time of receipt of the individual's signed contract by the Superintendent's office. The contract will be official upon Board approval.

7.13 Years of seniority shall accrue for those moving horizontally within the Educational Support Professionals categories.

7.14 Those hired as job trainers for students shall be entitled to the salary, benefits, rights, and all the protections and provisions of the Educational Support Professionals agreement pertaining to Paraprofessionals.

- 7.15 “Long Term Support Staff Substitute” means a person employed under a Long Term Support Staff Substitute written contract to work in the same assignment in an existing position for a term of thirty (30) consecutive work days or more in a given school year, or who is employed to replace a support staff employee on extended sick or emergency leave (more than twenty-nine [29] days) with an unknown return date. In the case of a support staff employee’s resignation, a Long Term Substitute shall be hired for the remainder of the school year if the Board has agreed to refill the position (2014).
- A. A person who is employed under a written contract as a Long Term Support Staff Substitute shall be entitled to all rights and benefits of the Master Agreement, except for the following provisions, which shall not apply to such individuals: (a) grievance procedures (Article V); (b) reduction in force provisions (Article); and (c) the right to have his/her contract renewed (Article VII). This person shall be offered membership as a substitute and pay dues, otherwise, this person shall pay agency service fees as outlined in Article VII, Section 1.A. The dues or fees will be deducted out of the first paycheck.
  - B. The salary for a Long Term Support Staff Substitute shall be based on the per diem rate of the Master Agreement per scale at Step 1, but may be increased by the Superintendent at his/her sole discretion.
  - C. Long Term Support Staff Substitutes shall accrue benefits on a per diem basis for the duration of the Long Term Support Staff Substitute’s term of employment.
  - D. A Long Term Support Staff Substitute may be terminated for any reason following written notice by the Board, or its designee.
  - E. In no case will a Long Term Support Staff Substitute be hired if there is a present support staff employee that is out on a “Reduction in Force” and that employee desired the available substitute position (Refer to 6.4 for specifics on recall).
- 7.16 A “Support Staff Substitute” is a person hired for less than thirty (30) consecutive days in the same position, or who is hired to replace an employee who is on sick leave or emergency leave for an extended nature (e.g. more than twenty-nine (29) days) and whose known approximate date from returns to work is known. Support Staff Substitutes have no rights in the collective bargaining agreement (2014).
- A. The ‘pool’ of substitutes that is used throughout the school year to fill professional staff absences may be used short-term support staff absences (those less than thirty [30] consecutive work days).
  - B. The ‘pool’ of substituted may also be utilized to fill new support staff positions that may arise, also for the short-term (less than thirty [30] consecutive work days). This is to provide the necessary time to procure the most suitable support staff for the given position.

**ARTICLE VIII****LEAVES**

8.1 Full year employees: Each full year employee shall accrue unused sick leave at the rate of fifteen (15) days per year. The total available sick days will be eighty-five (85). Full year employees who now have more than one hundred (100) days are 'grandfathered' and are allowed to keep their total accumulation to use, if necessary, and/or to be paid for the unused days upon retirement (2014).

School year employees: Each school year employee shall accrue sick leave at the rate of twelve and a half (12.5) days per year. The total available sick days will be eighty-five (85) days. School year employees who now have more than eighty-five (85) days are 'grandfathered' and allowed to keep their total accumulation to use, if necessary, and/or to be paid for the unused days upon retirement (2012). For school year employees, during the first year of employment, five (5) days will be available on the first day of employment and commencing on October 1, one and a quarter (1.25) additional day per month will be granted up to a total of twelve and a half (12.5) days per year (2012, 2014).

8.2 A temporary disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and the recovery there from, shall be treated as ny other illness or disability under the terms of this Article.

8.3 An employee may use his/her sick leave days for illness in the employee's immediate family. For the purpose of this section immediate family is defined as the employee's spouse, child, parent, parent-in-law, daughter-in-law, son-in-law or member of the immediate household (2014).

- A. Sick Leave Bank: The Board agrees to establishment of a Sick Leave Bank which shall be administered by a committee composed of three (3) Association members and one (1) Board member which will meet at the beginning of the school year to establish ground rules. The Association shall submit an annual accounting of members, days and used no later than November 1 of each year.
- B. The maximum number of days accumulated in the Bank may not exceed one hundred, sixty-five (165). Accumulated days in the Bank, below the ceiling of one hundred, sixty-five (165) shall be carried over from year to year.
- C. Employees may contribute up to five (5) sick leave days to the Bank by October 1 of the school year.
- D. Employees must use all personal days and sick days of their own prior to using the Bank. Employees in need of extra sick days may request use of up to twenty (20%) percent of the days currently in the Bank. Under no circumstances shall employees who do not contribute to the Bank be entitled to seek days from the Bank.

## Procedures:

1. In the event of an extended illness, which exhausts all of an employee's Sick Leave and Personal days, the employee may apply to the Sick Leave Bank for additional Sick Leave days.
2. Upon application by a staff member or the employee's designee, if the staff member is so incapacitated as to not be able to apply, the Association or a committee thereof shall review the application and render a decision as to whether or not Sick Bank days shall be granted, and if granted, to what extent.
3. Payment for Sick Bank days shall be at full salary and the granting of these days shall not affect the employee's accumulation of Sick Leave days in future years.

8.4 Employees will be entitled to the following temporary leaves of absence without loss of pay each school year:

- A. Five (5) days for the death of an immediate family member. Immediate family is defined as mother, father, step-parent, step-children, sister or step-sister, brother or step-brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchildren or members of the immediate household.
- B. Ten (10) days for the death of a partner or child. Notice of absence for bereavement leave will be given to the administration as soon as possible. If bereavement causes extensive travel the time may be taken from the employee's personal or sick leave.
- C. Additional days up to three (3) per year shall be granted for the death of other person(s). Such days may be deducted from accumulated sick leave or personal days (2007).
- D. Personal/Emergency Leave: Each full year employee shall accrue three (3) days per school year to conduct personal affairs, accumulative to six (6) days. Once six (6) personal/emergency days have been accumulated, the full year employees may be compensated for three (3) personal days upon written request (after June 1) at their hourly rate. Each school year employee shall accrue two (2) days per school year of personal/emergency leave to conduct personal affairs, accumulative to four (4) days. Once four (4) personal/emergency leave days have been accumulated, the school year employee may be compensated two (2) personal/emergency leave day upon written request (after June 1) at their hourly rate. These may be taken without an explanation, but with notification to the administration twenty-four (24) hours in advance. Such days will not be deducted from accumulated sick leave. Employees wishing to take a personal day on the first or last student day of school must receive approval by the Superintendent.



- E. Jury Duty: Any employee who is called for jury duty shall receive his/her regular pay from the District during the time of service on jury duty. Any sum given the employee on jury duty as a travel expense is to be retained by the employee. Any sum given to the employee for service is to be endorsed by the employee to the District (2012).
- F. Professional: No less than two (2) days per year shall be approved by Administration and the Superintendent or his/her designee (2020). Nothing in this section shall prohibit the Principal from authorizing additional professional leave to fulfill district goals (2007).

8.5 Maternity Leave: Such absences shall be treated as any other disability under the sick leave provisions of this contractual agreement. At such time as the staff member is no longer able to continue working at her usual and customary duties, she will have the right, at her option, to go on sick leave. The employee must follow the district’s FMLA process to have the leave approved. Due to the protracted time involved, the staff member shall give as such advance notice as practical to the administration (2007).

8.6 Child-rearing Leave: An unpaid leave of absence will be granted by the Board for child care during the year following birth or adoption of a child. The leave will start on the date requested at a regular School Board meeting, and will continue until:

- A. The end of that semester in progress at the time of said receipt; or
- B. The end of the next semester; or
- C. The end of the second semester following the request.

At the time of the request the staff member shall indicate the anticipated date of return to employment, using the guidelines in A, B, or C. Upon termination of the leave the staff member will be restored to the position held, subject to the provision of Reduction in Force Article. During such leave a staff member will have the right to continue participation in all insurance programs, provided all costs are paid by the staff member (2007).

**ARTICLE XI**

VACATIONS AND HOLIDAYS

9.1 The paid holidays for all full-time, full year employees are: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day (floating holiday) (2012), Thanksgiving, the day after Thanksgiving, the day before Christmas (10/30/3007), Christmas Day, and the day after Christmas. If any such holiday falls on a Saturday or Sunday, respectfully, it shall be observed on Friday or Monday, respectfully. Employees shall not be required to work on these holidays (2007).

9.2 The paid vacation schedule for full year employees shall be as follows:

<u>Completed Service</u>	<u>Vacation</u>
1-5 Years	10 Days
6-10 Years	15 Days
11-15 Years	20 Days
16+ Years	25 Days

9.3 Earned vacation days will be credited to each employee’s vacation day total on July 1 of each year. Additional vacation days earned on the anniversary of an employee’s 1<sup>st</sup> year, 6<sup>th</sup> year, 11<sup>th</sup> year, and 16<sup>th</sup> year of employment shall be credited to his/her vacation day total on said employee’s hire date.

9.4 It is desirable that all vacations be taken when school is not in session; however, the Board may grant permission for school time vacations. The Principal will make every effort to coordinate the vacation schedule of the various employees with any major work that has to be done on the buildings and grounds. Requests for vacation scheduling shall be made at least thirty (30) days before the requested vacation is to begin, and shall not be arbitrarily denied.

9.5 Vacations will be earned by completing one (1) full year as a full time employee. For all partial full time employees, vacation time will be prorated. Partial full time employees will be based on days worked and not hours per day.

- *For example:*
  - *Employee A has worked four (4) hours a day, two hundred, sixty (260) days a year for twenty-two (22) years. Employee A will receive twenty-five (25), four (4) hour vacation days*
  - *Employee B has worked eight (8) hours a day, two hundred, sixty (260) days a year for 22 years. Employee B will receive twenty-five (25), eight (8) hour vacation days*
  - *Employee C has worked eight (8) hours a day, one hundred, fifty-six (156) days a year for twenty-two (22) years. Employee C will receive fifteen (15), eight (8) hour vacation days*

9.6 Vacation days may be carried over at the rate of five (5) days per year but these days must be used by September 1.

**ARTICLE X**

INSURANCE

10.1 From January 1, 2020 to December 31, 2021 the current insurance plans through VEHI will be in place as per the 2017-2020 Master Agreement.

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. 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 Out of Pocket expenses for 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 of \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. For part time employees their benefits will be prorated and dependent on percentage of hour worked. Should an employee leave the employment of the district prior to the completion of the required work period, all FMLA and VPFLA requirements shall be adhered to. In the event that there is no legal requirement for continuing insurance, the employee shall be informed of his/her COBRA rights. Such policy will include the one million (\$1,000,000.00) dollars major medical rider.

HRA/HSA: Employers shall pay the administrative expenses charged by the Third Party Administrator (TPA). 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 1<sup>st</sup> of each year of this Document. Auto payment to providers will be the default payment method unless requested otherwise by the bargaining unit.

- 10.2 Life: The Board will provide a ten thousand (\$10,000.00) dollar group term life insurance policy for each employee with a company determined by mutual agreement. Said premiums shall be paid for a twelve (12) month year beginning September one (1) except that payment of said premiums shall cease if the employee terminates his/her individual employment contract prior to completing the term of employment listed therein.
- A. An employee continuing in his/her position will have outlined coverage under the group term life insurance policy.
  - B. New employees wishing to receive Blue Mountain's group term life insurance plan file an application with the school bookkeeper by August fifteen (15). Insurance benefits shall extend from September one (1) to August thirty-one (31) or upon termination of the individual's employment contract during the year.
- 10.3 Dental Insurance: The Board will provide seventy-five (75%) percent single coverage dental insurance through the same plan as the Teacher's Agreement. Said premiums shall be paid for a twelve (12) month year except that payment of said premiums shall cease if the employee terminates his/her individual employment contract prior to completing the term of employment listed therein.

- 10.4 Long Term Disability Insurance: Insurance provided through Lincoln Financial. Board will provide long term disability pursuant to the regulations, terms and conditions of the insurance carrier (the same plan as the Teacher's Agreement) (2010). Said premiums shall be paid for a twelve (12) month year except that payment of said premiums shall cease if the employee terminates his/her individual employment contract prior to completing the term of employment listed therein.
- 10.5 The Board will provide one thousand, five hundred (\$1500) dollars per year for wellness activities to benefit the health and wellness of the staff.
- A. The money is to be dispersed at the discretion of the Wellness Champion or Wellness Team.
- B. At anytime the State of Vermont does not provide a stipend for the school Wellness Champion, the Board will provide an amount equal to the last stipend.

## ARTICLE XI

### EMPLOYEE DISCIPLINE/EVALUATION

- 11.1 If an employee is asked to attend a meeting with a member(s) of the administration or Board to discuss matters which may adversely affect his/her continued employment, he/she will be entitled to have an Association representative present. The employee will be notified of the time, place, and nature of such a meeting as soon as possible.
- 11.2 Any method of formal evaluation will be defined and described, in writing, and shall be made known in advance to the individual to be evaluated. All monitoring or formal observation of the work performance of a employee will be conducted openly (2007).
- 11.3 Suspension:
- A. An employee may be suspended by the Superintendent or his/her designee for just cause. The suspension shall be in writing and shall set forth the grounds therefore. The suspension shall be with pay and benefits until further action by the Board (2007).
- B. The employee so suspended shall have rights to a full hearing before the Board. The employee must notify the Chairperson of the Board, in writing within ten (10) days of the date of suspension. A hearing shall be scheduled within ten (10) days of the request.
- C. The hearing shall be in executive session unless the employee requests, in writing, an open session. This section shall not preclude an employee from filing a grievance as per Article V of this Agreement.
- 11.4 Evaluations shall be conducted by the designated administrator. Employees will be given a copy of any evaluation report prepared by their administrator and will, at their

option, be entitled to a conference to discuss said report within five (5) working day from receipt of the report. No such report will be submitted to the central office, placed in the employee's personnel file or otherwise acted upon without prior conference, if requested. No employee will be required to sign a blank or incomplete evaluation form. Evaluation of each returning employee shall be conducted by April 15 of each school year.

- A. Paraprofessionals: One third (1/3) of the Paraprofessionals will be evaluated each year so that each Paraprofessional is evaluated once every three (3) years. Initially, the Paraprofessionals will be randomly put into the evaluation cycle by the designated administrator.
- 11.5 Employees will have the right, upon reasonable request, to review the contents of their personal file and they may receive a copy of any documents reviewed. An employee will be entitled to have an Association representative accompany him/her during such review.
- 11.6 As specified by law, the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents. It shall establish only one (1) personnel file to be kept in the Superintendent's office. Only material in the personnel file shall be used in any action involving the employee (2010).
- 11.7 No material derogatory to an employee's conduct, services, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had a chance to review such material and will affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such materials and his/her answer will be attached to the file copy. After three (3) years from the date such materials and rebuttals were placed in the employee's personnel file, the Superintendent will, by mutual agreement, at the employee's request, remove such materials and rebuttals, so long as, during such three (3) year period, there has been no repetition of the type of conduct or activity to which reference is made in the written materials. In any discharge or disciplinary proceedings the employer may introduce any relevant materials, including the employee's written answer(s), which are properly maintained in the employee's personnel file.
- 11.8 If any complaint regarding an employee is made to any member of the administration by any parent, student, or other persons, it will be promptly called to the attention of the employee and then investigated through the chain of command. The employee will be given an opportunity to respond to and/or rebut such complaint.
- 11.9 Revision of the evaluation model for support staff shall be developed by a committee comprised of two (2) Board members, two (2) Administrators, and four (4) Association appointees. Once approved by this committee, the evaluation model shall be subject to Board approval and Association membership ratification (2007).

**ARTICLE XII****MISCELLANEOUS PROVISIONS**

- 12.1 If any provision of this Agreement or any application of this Agreement to an employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 12.2 Within thirty (30) days after ratification, copies of this Agreement shall be reproduced at Board expense and a copy provided by the Board for each current employee. Each new employee shall be provided one (1) copy of the Agreement within one (1) week of his/her first day on the job. In addition, the Association shall receive fifteen (15) additional copies.
- 12.3 The board agrees to pay the IRS rate per mile for use of personal vehicles on school business. No employee shall be required to transport student in his/her automobiles nor shall it be a condition of employment.
- A. The total money to be expended by the Board for all professional development activities shall be limited to:
- 2020-2021: Eighteen thousand (\$18,000.00) dollars  
2021-2022: Eighteen thousand (\$18,000.00) dollars
- B. The Board will pay for up to nine hundred (\$900.00) dollars per year per employee, not enrolled in a degree granting program (refer to 12.5), for courses, workshops, in-service programs, planned independent activities or other education activities, workshops or training activities that are approved by the Superintendent.
- C. The District will pay a maximum of one thousand, five hundred (\$1500) dollars for year one and year two of this Master Agreement (2020-2022) for each employee who is enrolled in a degree program which directly supports District goals. A second payment will be made from the pool of money remaining after all Educational Support Professionals who wish to take a course have taken one. The cutoff date for applying for funds for the first round will be December 15.
- D. The Administration and the Association, with equal numbers of representatives, shall develop a procedure and set guidelines for the determination of money commitments for professional development. Upon such development, this procedure and guidelines shall automatically become part of this section of the Contract upon ratification. This committee shall complete its work and ratification by both the Board and the Association membership no later than September (2007).
- E. In an effort to make professional development available to staff registering for classes at different times during the year, there is a new procedure for requesting professional development funds.

For the duration of this Agreement all Educational Support Professionals will be eligible for seven hundred, fifty (\$750) dollars toward college course payment up to a total amount allotted by the Contract. The deadline for course payment requests will be December 15.

Following the deadline, the remaining funds allotted by the Master Agreement will be used to pay for one more seven hundred, fifty (\$750) dollars course reimbursement for Educational Support Professionals in a degree granting program. If there is not enough money allotted to reimburse everyone in full, the amount remaining will be allocated evenly to everyone awaiting reimbursement. There will be no other unique treatment of reimbursement for individuals in degree granting programs and those not in a degree granting program.

The form for requesting professional development funds can be picked up in the Superintendent’s office. A registration form or purchase order can be submitted after the Superintendent’s approval (2007).

- 12.5 The Board shall provide the equipment necessary to employees for all work which they are requested or required to perform by the Board or its agents. Nothing in this foregoing sentence shall be deemed to modify provisions elsewhere in this Agreement relating to clothing. Employees shall not be required to borrow or provide at their own expense or on their own time, tools and equipment for school employment.
- 12.6 The Board and Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of administration of this Agreement or any other rule, regulation or policy relating to the terms and conditions of employment on the basis of race, creed, color, religion, national origin, gender, gender identity, sexual orientation, age, domicile, marital status, or disability.

**ARTICLE XIII**

**SALARIES/WORK YEAR**

- 13.1 The salaries for all employees covered by this Agreement shall be set forth in Appendices with are attached hereto and made a part hereof.
- 13.2 The work year shall consist of those work hours as set forth in Appendices referenced above.
- 13.3 School year employees will be paid on the fifteenth (15<sup>th</sup>) and the thirtieth (30<sup>th</sup>) of each month, except as otherwise provided in this Article, and each school year employee shall have the right to receive his/her pay in his/her choice of the following, provided information concerning method of payment is sent to the Superintendent by August fifteenth (15<sup>th</sup>).
  - A. Semi-monthly (24 payments)

- B. Semi-monthly through the school year with the last five (5) payments in a lump sum on June thirtieth (30<sup>th</sup>) provided however, that such notification of this be given to the Superintendent by May 1

13.4 During the regularly scheduled school year, if a pay date falls on a weekend (Saturday or Sunday) or on a day when school is not in session, then the Educational Support Professionals will be paid on the last day preceding same and such checks will be cashable on the date received. If the pay date falls on the last day of school, then paychecks will be issued the following day by 3:00 PM (2007, 2012, 2014)

- A. The District shall provide for a “Section 125” plan for all employees to be managed at no cost to the employee. This plan will cover the employee’s share of health and dental insurance premiums, medical expense flexible spending accounts (2007).

13.5 The relevant work experience of the employee shall be determined by the Superintendent of Schools and the employee placed on the appropriate step of the salary schedule.

- A. Educational Support Professional contract must list hourly rate per employee as well as step and total compensation (2007).
- B. When an employee has earned an Associate’s degree, he/she shall be placed in the Associate column, regardless of support position (2014).

13.6 Employees who are hired to do co-curricular activities shall be paid on the same salary schedule as negotiated by the BMEA Teacher’s Agreement.

**ARTICLE XIV**

MANAGEMENT RIGHTS

14.1 Unless limited by specific provision of this Agreement or by provisions of law, the Board retains the full right and authority to manage and efficiently operate the school district, including, the right to hire, dismiss, transfer, promote, assign, discipline, and demote employees, and, within the generally accepted duties of job categories to change function; but not excluding other specific actions as it deems necessary in accordance with appropriate laws and regulations presently in effect or hereafter invoked.

**ARTICLE XV**

COMPLETE NEGOTIATIONS

15.1 This Agreement constitutes the entire Agreement of the School Board and the Association arrived at as a result of collective bargaining negotiations. During the term



of this Agreement neither party will be required to negotiate with respect to any such matter whether or not be modified, in whole or in part, except by mutually agreed further collective bargaining and, as a result of such bargaining, an instrument in writing signed by both parties.

- 15.2 The parties acknowledge that during negotiation which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of the collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

## ARTICLE XVI

### EARLY RETIREMENT PROGRAM

- 16.1 An early retirement program will be available for all employees who meet the following criteria:
- A. Age and length of service at BMU add up to 70 years or more (2014).
  - B. Have completed a minimum of fifteen (15) years of service at Blue Mountain Union. The following package will be available to all employees who qualify under A & B above:
    - 1. The Board will provide single premium coverage for health insurance and the Board will provide fifty (50%) percent of the difference between single premium coverage and two-person coverage for health insurance COBRA as provided under agreement with the Association, for eighteen (18) months.
    - 2. The board will make available to each employee an amount of ten thousand (\$10,000.00) dollars to be paid over a period of three (3) years from the expiration of health insurance premiums.
    - 3. Ten (\$10) dollars per day of actual accumulated sick leave to no more than one hundred (100) days (2012).
  - C. Have submitted a request for early retirement to the Superintendent no later than December 1 (2012).

ARTICLE XVII

DURATION

17.1 This Agreement shall take effect July 1, 2020 and shall remain in effect through June 30, 2022. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than before the expiration date or any anniversary thereof of its desire to reopen this Agreement and to negotiate over terms of a successor agreement.

Duration of Agreement:	Two (2) Years
Wages:	2020-2021 3% plus Step & Column Off Step one hundred, fifty (\$150) dollars
	2021-2022 3% plus Step & Column Off Step two hundred, fifty (\$250) dollars

IN WITNESS WHEREOF the parties hereunto set their hands and seal this on

\_\_\_\_\_ 12th \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_, 2020.

Blue Mountain Union  
Board of School Directors

Blue Mountain  
Education Association

*Angeline Alley*

*Kelly Emerson*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Board Chair  
Title

\_\_\_\_\_  
BMEA President  
Title

\_\_\_\_\_  
11 / 11 / 2020  
Date

\_\_\_\_\_  
11 / 14 / 2020  
Date

**APPENDIX A**

Educational Support Professionals 2020-2021

<b>Educational Support Professionals</b>									
	<b>Para</b>	<b>Para Equiv</b>	<b>Para Assoc</b>	<b>Para BA</b>	<b>Cafeteria</b>	<b>Head Cook</b>	<b>Custodian</b>	<b>Maintenance</b>	<b>Clerical</b>
<b>1</b>	\$12.39	\$15.53	\$17.32	\$18.73	\$13.29	\$14.33	\$15.39	\$16.59	\$15.39
<b>2</b>	\$12.96	\$16.29	\$18.17	\$19.61	\$13.92	\$15.03	\$16.10	\$17.39	\$16.11
<b>3</b>	\$13.54	\$17.02	\$18.98	\$20.51	\$14.55	\$15.71	\$16.84	\$18.18	\$16.83
<b>4</b>	\$14.13	\$17.76	\$19.79	\$21.38	\$15.18	\$16.39	\$17.56	\$18.96	\$17.56
<b>5</b>	\$14.72	\$18.49	\$20.63	\$22.27	\$15.81	\$17.08	\$18.30	\$19.75	\$18.31
<b>6</b>	\$15.32	\$19.24	\$21.44	\$23.08	\$16.44	\$17.75	\$19.03	\$20.55	\$19.03
<b>7</b>	\$15.91	\$19.98	\$22.28	\$24.03	\$17.09	\$18.41	\$19.75	\$21.33	\$19.76
<b>8</b>	\$16.47	\$20.71	\$23.08	\$24.92	\$17.72	\$19.11	\$20.50	\$22.11	\$20.50
<b>9</b>	\$16.81	\$21.13	\$23.55	\$25.40	\$18.08	\$19.50	\$20.91	\$22.56	\$20.91
<b>Off Grid</b>	<b>\$150</b>								

Educational Support Professional 2021-2022

<b>Educational Support Professionals</b>									
	<b>Para</b>	<b>Para Equiv</b>	<b>Para Assoc</b>	<b>Para BA</b>	<b>Cafeteria</b>	<b>Head Cook</b>	<b>Custodian</b>	<b>Maintenance</b>	<b>Clerical</b>
<b>1</b>	\$12.76	\$16.00	\$17.84	\$19.29	\$13.69	\$14.76	\$15.85	\$17.09	\$15.85
<b>2</b>	\$13.35	\$16.78	\$18.72	\$20.20	\$14.34	\$15.48	\$16.58	\$17.91	\$16.59
<b>3</b>	\$13.95	\$17.53	\$19.55	\$21.13	\$14.99	\$16.18	\$17.35	\$18.73	\$17.33
<b>4</b>	\$14.55	\$18.29	\$20.38	\$22.02	\$15.64	\$16.88	\$18.09	\$19.53	\$18.09
<b>5</b>	\$15.16	\$19.04	\$21.25	\$22.94	\$16.28	\$17.59	\$18.85	\$20.34	\$18.86
<b>6</b>	\$15.78	\$19.82	\$22.08	\$23.77	\$16.93	\$18.28	\$19.60	\$21.17	\$19.60
<b>7</b>	\$16.39	\$20.58	\$22.95	\$24.75	\$17.60	\$18.96	\$20.34	\$21.97	\$20.35
<b>8</b>	\$16.96	\$21.33	\$23.77	\$25.67	\$18.25	\$19.68	\$21.12	\$22.77	\$21.12
<b>9</b>	\$17.31	\$21.76	\$24.26	\$26.16	\$18.62	\$20.09	\$21.54	\$23.24	\$21.54
<b>Off Grid</b>	<b>\$250</b>								

Educational Support Professional Specialist 2020-2021

<b>Educational Support Professional Specialists</b>							
	<b>Entry</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	18.72	21.37	22.54	23.56	24.57	25.6	26.65
<b>2</b>	19.61	22.38	23.6	24.65	25.74	26.81	27.91
<b>3</b>	20.54	23.45	24.72	25.83	26.94	28.1	29.24
<b>4</b>	\$21.51	\$24.57	\$25.89	\$27.07	\$28.23	\$29.43	\$30.63
<b>5</b>	\$22.55	\$25.74	\$27.12	\$28.36	\$29.57	\$30.83	\$32.07
<b>6</b>	\$23.61	\$26.94	\$28.42	\$29.69	\$30.99	\$32.30	\$33.60
<b>7</b>	\$24.73	\$28.23	\$29.77	\$31.12	\$32.46	\$33.81	\$35.20
<b>8</b>	\$25.90	\$29.57	\$31.17	\$32.59	\$33.99	\$35.43	\$36.87
<b>9</b>	\$27.13	\$30.99	\$32.65	\$34.13	\$35.62	\$37.11	\$38.63
<b>10</b>	\$28.43	\$32.45	\$34.20	\$35.74	\$37.31	\$38.87	\$40.46
<b>11</b>	\$29.78	\$33.99	\$35.82	\$37.44	\$39.07	\$40.72	\$42.37
<b>Off Grid</b>	<b>\$150</b>						

Educational Support Professional Specialist 2021-2022

<b>Educational Support Professional Specialist</b>							
	<b>Entry</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	\$19.28	\$22.01	\$23.22	\$24.27	\$25.31	\$26.37	\$27.45
<b>2</b>	\$20.20	\$23.05	\$24.31	\$25.39	\$26.51	\$27.61	\$28.75
<b>3</b>	\$21.16	\$24.15	\$25.46	\$26.60	\$27.75	\$28.94	\$30.12
<b>4</b>	\$22.16	\$25.31	\$26.67	\$27.88	\$29.08	\$30.31	\$31.55
<b>5</b>	\$23.23	\$26.51	\$27.93	\$29.21	\$30.46	\$31.75	\$33.03
<b>6</b>	\$24.32	\$27.75	\$29.27	\$30.58	\$31.92	\$33.27	\$34.61
<b>7</b>	\$25.47	\$29.08	\$30.66	\$32.05	\$33.43	\$34.82	\$36.26
<b>8</b>	\$26.68	\$30.46	\$32.11	\$33.57	\$35.01	\$36.49	\$37.98
<b>9</b>	\$27.94	\$31.92	\$33.63	\$35.15	\$36.69	\$38.22	\$39.79
<b>10</b>	\$29.28	\$33.42	\$35.23	\$36.81	\$38.43	\$40.04	\$41.67
<b>11</b>	\$30.67	\$35.01	\$36.89	\$38.56	\$40.24	\$41.94	\$43.64
<b>Off Grid</b>	<b>\$250</b>						

**APPENDIX B**

**ATHLETICS/ACTIVITIES CLASS & SALARY**

<b>CLASS I</b>	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS VI</b>
V Basketball	V Baseball	JV Sports	MS Baseball
Theater Director	V Softball	MS Basketball	MS Softball
Music Director	JV Basketball	V Cheerleaders	Baton & Flag
Yearbook Advisor	Play Director	Marching Band	Class Advisor 10 <sup>th</sup>
	Cross Country	Select Chorus	Class Advisor 9 <sup>th</sup>
		World Language Club	Set Director
		HS Student Council	Politics Club
		Class Advisor 12 <sup>th</sup>	Indoor Soccer Coach
		Class Advisor 11 <sup>th</sup>	
		NHS	
		Forensics	
		Costume Director	
		1 Act Play Director	
		MS Student Council	
		Robotics	
		Gardening Club	

- ❖ Employee will be placed on the schedule based on their years of experience at that particular level or higher in the same activity.
- ❖ No new employee or coach will begin higher than Step 5.
- ❖ New activities will be placed on the classification schedule by the Superintendent.

**ATHLETICS/ACTIVITIES SALARY SCALE 2020-2022**

<b>STEP</b>	<b>CLASS I</b>	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS VI</b>
<b>0</b>	2268	1786	1321	693
<b>1</b>	2356	1852	1338	718
<b>2</b>	2445	1921	1377	743
<b>3</b>	2533	1988	1414	768
<b>4</b>	2621	2055	1452	794
<b>5</b>	2709	2123	1490	819
<b>6</b>	2797	2190	1527	844
<b>7</b>	2885	2257	1565	870
<b>8</b>	2973	2324	1603	895
<b>9</b>	3061	2392	1641	920
<b>10</b>	3150	2458	1679	945

**APPENDIX C**

**ORANGE EAST SUPERVISORY UNION  
BLUE MOUNTAIN UNION SCHOOL DISTRICT  
EDUCATIONAL SUPPORT PROFESSIONAL CONTRACT**

This agreement subject to the laws of the State of Vermont, between **First Name, Last Name** and the Board of Directors for Blue Mountain Union School District is hereby made for the school year beginning **July 1, 2020** and ending **June 30, 2021**.

1. This agreement made between **First Name, Last Name** hereinafter called employee, and the Board of Directors for Blue Mountain Union School District, hereinafter called the Board, and subject to an agreement between the Blue Mountain Education Association and the Board, the laws of the State of Vermont, and the rules and regulations of the Board and is hereby made for the school year beginning **July 1, 2020** and ending **June 30, 2021**. This contract is an offer of employment and is in all respects subject to the terms and conditions of the agreement between the Blue Mountain Education Association and the Board for the **2020-2021** school year.
2. Assignment: **Educational Support Professional**. Specific work assignment to be identified and revised as necessary by the Principal or Director of the school.
3. As compensation for employment, the Board agrees to pay the employee **\$00.00hr x 8 hrs x 144 days (\$000.00) and \$00.00 x 4.5 hrs x 36 days (\$000.00) + \$000.00 (off grid) = \$00,000.00**. The salary shall be paid in equal installments in accordance with the policy of the Board. Salary and benefits will be prorated should the employee leave before the end of the contract.
4. Place on the Salary Schedule: **Column & Step**.
5. Said employee has satisfactorily completed the Criminal Records Check requirements.
6. The employee’s signature on this contract indicates that the information in items 2, 3, 4, & 5 is accurate. Any inaccuracy discovered after the date of the employee’s signature will render this contract null and void.

If this contract is not signed and returned to the Superintendent’s office on or before **September 30, 2020**, this offer of employment will be rendered null and void.

\_\_\_\_\_  
First Name, Last Name

\_\_\_\_\_  
Date Signed







\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date Approved

<b>TITLE</b>	BMU Support Staff Agreement
<b>FILE NAME</b>	2020-2022 ESP Master Agreement.pdf
<b>DOCUMENT ID</b>	b89c122cb105bafaabb350278095b2de321b97d4
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

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## Document History

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