

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 TEACHERS)

MASTER AGREEMENT
TEACHERS

TABLE OF CONTENTS

	Preamble	3
Article I	Agreement	3
Article II	Recognition	3
Article III	Notification	3
Article IV	Negotiations	4
Article V	Teachers’ Rights	5
Article VI	Grievance Procedure	6
Article VII	Reduction in Force	8
Article VIII	Professional Development/Course Reimburse	10
Article IX	Temporary Leaves of Absence	11
Article X	Extended Leaves	13
Article XI	Insurance	15
Article XII	Teacher Evaluation	17
Article XIII	Teacher Employment	18
Article XIV	Contact Renewal	24
Article XV	School Year/School Day	25
Article XVI	Conditions of Employment	26
Article XVII	Rights of the Association	29
Article XVIII	Rights of the Board	29
Article XIX	Compliance	30
Article XX	Severability	30
Article XXI	Early Retirement Program	30
Article XXII	Duration	32
Appendix A	Salary Schedule	33
Appendix B	Athletics/Activities/Class Advisors and Salary Schedule	34
Appendix C	Individual Contract Sample	35

PREAMBLE

This agreement is made in order to effectuate the provisions of Title 16, Chapter 57 of the Vermont Statutes Annotated, to encourage and increase effective and harmonious working relationship between the Board and the Association and to enable the Teachers more fully to participate in and contribute to the development of policies dealing with salaries, economic conditions of employment, and other matters of mutual concerns so that the goals of public education may be served in Union District #21.

ARTICLE I

AGREEMENT

- 1.1 This contract is herein entered into between the Union District #21 School Board, hereinafter to be known as the “Board” and the Blue Mountain Education Association affiliated with the Vermont-NEA, hereinafter to be known as the “Association.”
- 1.2 This Agreement shall supersede Board policy where there is a conflict.

ARTICLE II

RECOGNITION

- 2.1 The Board pursuant to its action of December 4, 1974, hereinafter recognizes the Association as the sole exclusive bargaining agent for the contracted Teachers (as defined by V.S.A. Title 16, Chapter 57) of the Blue Mountain Union school for the purpose of negotiating and administrating this contract. Unless otherwise indicated, members of the Association will hereinafter be referred to as Teachers or Members of the bargaining unit (2007).

ARTICLE III

NOTIFICATION

- 3.1 Any formal notice required to be given by one party to the other under the terms of this contract shall be delivered by certified mail (return receipt requested) or hand delivered requiring a signed and dated receipt acknowledging delivery. If given by the Board, said notice shall be sent to the President of the Association, and if given by the Association, said notice shall be sent to the Chairperson of the Board, c/o the Superintendent of Schools. The date the notice is received is the date on the receipt certificate, signed by the recipient. A Saturday postmark will be considered the following Monday unless a legal holiday, in such case the date of notice will be the next regular postal working day.

ARTICLE VI
NEGOTIATIONS

- 4.1 The Association and/or Board shall notify the other party if they intend to negotiate new proposals or modify the present Agreement no later than September 15 of the school year in which this Agreement expires. If neither party notifies, the current contract rolls over. 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).
- 4.2 All negotiations will be conducted in accordance with and pursuant to, Sub-Chapter 57, Title 16 of the Vermont Statutes Annotated (V.S.A.) (2014).
- 4.3 During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals (2014).
- 4.4 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).
- 4.5 The Board agrees not to negotiate with any Teacher's organization other than the Association identified in this Agreement during the duration of the Association's legal certification (2014).
- 4.6 Mutually agreeable ground rules will be established to govern the negotiating sessions. Ground rules will be discussed at the first meeting of the parties. Examples of items that may be discussed include: time, place, and status (2014).
- 4.7 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).
- 4.8 Any costs incurred by the Board concerning negotiations will be borne by the Board (2014).
- 4.9 Any costs incurred by the Association concerning negotiations will be borne by the Association (2014).
- 4.10 Any joint expenses, i.e., A.A.A., services for an Arbitrator, Mediator, and/or Fact-Finder, shall be shared equally (2014).

ARTICLE V**TEACHERS' RIGHTS**

- 5.1 The Board and Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Teachers or in application or administration of this Agreement or any other rule, regulation or policy, relating to the terms and conditions of Teacher employment on the basis of race, creed, color, religion, national origin, gender, gender identity, sexual orientation, domicile, marital status, age, or disability.
- 5.2 No Teacher shall be reduced in rank or compensation, be disciplined, reprimanded, receive an adverse evaluation, suspended, non-renewed or dismissed without evidence or support such action(s), without due process and without just and sufficient cause. Any suspension will be with pay or benefits until final Board action (2014).
- 5.3 Suspension or dismissal, or contract non-renewal of a Teacher by the Board will be in accordance with 16 V.S.A., Chapter 53.
- 5.4 Whenever any Teacher is required to appear before the Board, or any committee or member thereof, or the Superintendent or his/her Agent, concerning any matter which could adversely affect the Teacher in his/her office, position, or employment, he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting or interview. When meeting with the Board or committee thereof, Teachers shall be advised through email of the nature of such meeting at least twenty-four (24) hours in advance, except for emergencies (2010). When an emergency meeting is called the Teacher shall present himself/herself therefore as soon as possible, but shall be entitled to meet with his/her Association representative for a maximum of thirty (30) minutes prior to such a meeting. For purposes of this Section, an emergency meeting shall be regarded as a meeting which must be held upon less than twenty-four (24) hours notice.
- 5.5 Any complaint regarding a Teacher made to any member of the Administration by a parent, student, or other person which is used in any manner in evaluating a Teacher must be in writing. Upon receipt of the written complaint, the Administration members will promptly notify the Teacher of the complaint. The complaint will be investigated by the Administration in a timely way and the Teacher will be notified of the results promptly upon completion of the investigation. No action will be taken by the Board or the Administration prior to this notification. The Teacher will be given an opportunity to respond to and/or rebut such complaint within one (1) work week of receipt of the complaint.
- 5.6 As specified by the law, the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar material in the personnel file shall be used in any action involving the employee (2010).

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Definitions:

- A. A “grievance” is a claim by a Teacher(s) or 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 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.

6.2 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.

6.3 Time Limit: No grievances shall be valid unless it is submitted pursuant to Section 6.4 hereof, within thirty (30) days of knowledge of the occurrences which gave rise to the grievance.

6.4 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 Teacher, the Association representative may intervene to assist in the resolution at this informal level. The immediate involved Supervisor shall give his/her answer within two (2) days following a meeting at this 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.

- 6.5 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.

- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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, he/she shall be released without loss of pay or benefits.
- 6.11 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 6.12 **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.**

ARTICLE VII

REDUCTION IN FORCE

- 7.1 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.

- 7.2 The Board will provide, at the request of the Association, an opportunity to challenge the need of a reduction in staff. This will be a meeting before the Board and shall be held prior to a final Board decision regarding staff reduction.
- 7.3 No Teacher 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 a teacher affected by reduction in staff is certified and qualified, he/she will be transferred to that position rather than being laid off.
- 7.4 Notification of Layoff:
- Layoff of a Teacher shall be only after a meeting between the Teacher involved and the Superintendent to be held as soon as practicable, and in no event later than April 30, at which time the teacher will be notified, in writing, of the reason(s) therefore. The Teacher may, at his/her option, have a representative of the Association present at such meeting.
- 7.5 Staff Reduction:
- A. Teachers shall be laid off in reverse order of seniority. For purposes of the Article, seniority will be computed from the beginning of the Teacher's most recent period of continuous employment in the school district, and will begin to accrue as of the date the individual contract, commencing that period of employment was signed by him/her.
 - B. Contractual part-time Teachers will accrue seniority at a pro rata basis.
 - C. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiation unit, but such time will not be counted in computing seniority (2007).
 - D. When seniority is equal, ability to perform the work in question as determined by the Superintendent will be the deciding factor.
 - E. If a Teacher is laid off for a school year beginning the following September due to reduction in force, and if there is a vacancy in the bargaining unit for two (2) years, for which the Teacher is licensed, and if the Teacher has maintained an active employment file with the Superintendent, then the Teacher shall have an entitlement to this position. During the two (2) year recall period, should a Teacher be offered an equivalent recall position, and decline such offer he/she have no entitlement but shall be interviewed and given consideration for the position (2012).

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 the interview for a position that is not equivalent as defined above

without affecting their call back status (2007).

ARTICLE VIII

PROFESSIONAL DEVELOPMENT/REIMBURSEMENT

- 8.1 The Board will pay an amount equal to the cost of six (6) UVM credits, per year per Teacher or its equivalent in courses, workshops, in service programs, planned independent activities or other educational activities that are approved by the Superintendent as follows:
- A. The total amount allocated per Teacher is based on UVM credit cost, not credit hours. Example: a Teacher may take nine (9) credit hours at an institution providing the total cost does not exceed a value equal to six (6) UVM credits (2010).
 - B. All required payments will be made by the Board in accordance with the sponsoring agency's regulations. If a Teacher chooses to pre-pay for an activity, he/she will be reimbursed provided that all conditions in 8.1 are met.
 - C. In the event the Teacher does not complete or pass the activity or class, the Teacher shall reimburse the Board for the cost in full.
 - D. All activities must be approved by the Superintendent and be consistent with the District's Action Plan and the general educational needs of the district.
 - E. The total money to be expended by the Board for all professional development activities shall be limited to:
 - 2020-2021:** Sixty-two thousand (\$62,000) dollars; forty-three thousand (\$43,000) dollars will be spent on graduate level courses and nineteen thousand (\$19,000) dollars on other professional development activities.
 - 2021-2022:** Sixty-two thousand (\$62,000) dollars; forty-three thousand (\$43,000) dollars will be spent on graduate level courses and nineteen thousand (\$19,000) dollars on other professional development activities.
 - F. A Teacher who is not to be re-employed for the following school year is not eligible for courses taken after the close of the school year.
 - G. A Teacher must reimburse the district for courses taken during the summer if that teacher does not return to employment status at the start of the next school year. Employment status would be actual employment as well as being on leave or recall status.
 - H. The Administration and the Association shall develop a procedure and set of 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 Agreement upon ratification. This committee shall complete its work and ratification by both the Board and the Association membership no later than September (2007).

- I. In an effort to make professional development money available to staff registering for classes at different times during the year, there is a procedure for requesting professional development funds.

Professional staff will be eligible for college course payment(s) up to the cost of one three (3) UVM course until the total sum allotted by the master contract is used up. The deadline for course payment requests will be December 15.

Following the deadline the remaining funds allotted by the master contract will be used to pay for additional course reimbursement up to the cost of one (1) three (3) credit UVM course. If there is not enough money remaining in the professional development account to reimburse everyone in full for their second course, the amount remaining will be allocated evenly to everyone awaiting reimbursement.

The form for requesting professional development funds can be found electronically in the staff folder. A registration form for purchase order can be submitted after the Superintendent's approval.

ARTICLE IX

TEMPORARY LEAVE OF ABSENCE

- 9.1 Sick Leave: Each full time Teacher shall accrue sick leave at the rate of fifteen (15) days per year. The total available sick days will be one hundred (100). Professional staff who now have more than one hundred (100) 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). The use of sick leave shall only be for bona fide illness of the Teacher or for leave pursuant to the Family Medical Leave Act (FMLA). Sick leave may be used for scheduled doctor's appointments. However, the employee will attempt to schedule such appointments after work hours if possible but shall not be required to document said attempts. The Superintendent may require medical certification of illness by the employee's attending physician for any consecutive use of sick leave in excess of five (5) days (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. Teachers may contribute up to five (5) sick leave days to the bank by October 1 of the school year.
- D. Teachers must use all personal days and sick days of their own prior to use the bank. Teachers 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 teachers who do not contribute to the bank be entitled to seek days from the bank.
- E Procedures:
 1. In the event an extended illness which exhausts all of a Teacher's accumulated sick leave days, the Teacher 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 and committee thereof shall review the application and render a decision as to whether or not the Sick Back days shall be granted, and if granted, to what extent.
 3. Payment for Sick Bank days shall beat full salary and the granting of these days shall not affect the employee's accumulation of Sick Leave days in future years.

9.2 Bereavement Leave: Each Teacher will have available:

- 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).

9.3 Emergency Leave: A Teacher will have the right to use his/her accumulated sick leave for absences due to illness, injury, or an emergency relating to and/or involving his/her immediate household or his/hoer immediate family (as defined in section 9.2 (A) and (B)) (2014).

9.4 Personal Leave: Each Teacher will accrue three (3) days per school year to conduct personal affairs, accumulative to four (4) days. These may be taken without

explanation, but with notification to the administration twenty-four (24) hours in advance unless in case of an emergency. Teachers wishing to take a personal day on the first or last student day of school must receive approval by the Superintendent. Such days will not be deducted from accumulated sick leave.

- A. 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 to 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.

9.5 Professional Days: No less than (2) days per year shall be approved by Administration and the Superintendent or his/her designee. The days shall be used for the purpose of visiting other schools. Attending meeting or conferences of an educational nature. Requests for such professional days shall be made in advance of the time desired. Further, such days will not be deducted from accumulated sick days.

9.6 Maternity Leave: Such absences shall be treated as any other disability under the sick leave provisions of this contract. 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 Teacher shall give as such advance notice as practical to the administration (2007).

9.7 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 Teacher 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 Teacher will have the right to continue participation in all insurance programs, provided all costs are paid by the Teacher (2007).

9.8 Any days of absence not covered by the provisions of this Article will be deducted at the rate of 1/185th of a Teacher’s Annual Salary. Unpaid leaves of absence must be approved by the Superintendent.

ARTICLE X

EXTENDED LEAVES

10.1 The Board will grant sabbatical leave to the Teachers under the following criteria:

- A. The parties subscribe to the high educational principle upon which sabbatical is used; namely, that any such leave must clearly reflect an opportunity for educational excellence through approved programs of study or research whether or not carried on in an academic institution, provide a clear educational growth opportunity (for the Teacher making any such request) within the Teacher’s subject area, enhance the value of education in the school district which the Teacher teaches, Be part of a planned program, and can be accomplished within the economic guidelines as set forth in this Article. Selection of the candidates shall be determined by the School Board with recommendation from the administration.
- B. 1. Not more than one (1) member of the Association will be on sabbatical leave at any one time.
- 2. The Teacher must have completed at least seven (7) full years in the school district in which the Teacher teaches immediately preceding the requested sabbatical leave.
- 3. Requests:
 - a. Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as may be required by the Superintendent.
 - b. This request must be received by the Superintendent no later than December 1, of the year previous to the leave.
 - c. The teacher will be notified as to the approval of his/her leave request by March 1.
 - d. The teacher must inform the Superintendent of his/her decision to accept or reject his/her approved request by March 15.
- C. A Teacher on sabbatical leave will be paid at one-half (1/2) of his/her annual salary and full benefits for a full year, providing that such pay when added to any program grant shall not exceed the Teacher’s full annual salary.
- D. The Teacher shall sign a contract and agree to return the following year of employment in the school district for two (2) years.
- E. Should the teacher to fail to successfully complete the program and originally proposed, he/she will reimburse the Board in full for all funds expended.

10.2 A leave of absence without pay for up to one (1) year may be granted by the Board to a Teacher for the purpose of caring for a sick member of the Teacher’s immediate family, or for other personal reasons.
 All benefits to which a Teacher was entitled at the time his/her leave commenced, including, but not limited to, unused Sick Leave and credits toward his/her seniority eligibility, shall be

restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time of said leave commenced, or, if not, to a professional position for which he/she is licensed. During the period of his/her absence, the Teacher will have the option to remain an active participant in all fringe benefit programs by contributing there to the amount applicable on a monthly basis. A Teacher on such leave of absence will be subject to the provisions of Article VII (Reduction in Force) (2007).

- 10.3 A leave of absence for up to one (1) school year may be granted by the Board to a Teacher for the purpose of professional development, under the following conditions. This leave may be extended for a second year upon agreement of the Board:
- A. The Teacher has completed seven (7) years of employment as a Teacher at Blue Mountain Union School.
 - B. No more than three (3) staff members may be on leave at the same time.
 - C. The Board shall pay for medical and life insurance covered as in 11.1 and 11.2.
 - D. In the event the Teacher does not return to Blue Mountain Union School, the Board will be reimbursed by the Teacher for funds expended under C. The Teacher must return to Blue Mountain Union School for a period of two (2) years if the leave is extended for a second year.

All provisions of 10.1 shall apply.

ARTICLE XI

INSURANCE

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

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. 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 Teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of Final Document as Approved by the Parties May 1, 2020 7 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: \$2100 for a single tier and \$4200 for all other tiers. 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 1st of each year of this Document. Auto payment to providers will be the default payment method unless requested otherwise by the bargaining unit.

- 11.2 Life: The Board will provide a thirty thousand (\$30,000.00) dollar group term life insurance policy for each Teacher with a company of the Boards choice.
 - A. A Teacher reappointed to a Teacher position will have continued coverage under the group term life insurance policy.
 - B. New Teachers 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 employment contract during the year.
- 11.3 Dental Insurance: The Board will provide single person coverage Dental Insurance through the Delta Dental Plan or its equivalent. Teachers wishing family coverage will be given the opportunity through payroll deduction.
- 11.4 Long Term Disability Insurance: Insurance provided through Lincoln Financial. Teachers shall be entitled to coverage under a long-term disability insurance plan (LTD) pursuant to the regulations, terms and condition of the insurance carrier.
 - A. Once a Teacher has been receiving a combination of sick leave and long-term disability benefits for a period of two (2) years, the said Teacher shall no longer be considered an employee of the District (2010).
- 11.5 The Teacher will contribute fifteen (15%) percent of Gold CDHP premiums for all benefits for 11.1 and 11.3 coverage. The District will pay one hundred (100%) percent of 11.2 and 11.4.
- 11.6 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 XII

TEACHER EVALUATION

- 12.1 A. All monitoring or observation of the work performance of a Teacher will be conducted opening. Professional staff will be evaluated using the Blue Mountain Union School District Supervision Plan approved by professional staff and adopted by the Board (available under separate cover). Placement of cycles (Year 1, Year 2, etc.) and Options (Guided Professional Development or Self Directed Professional Growth) *may* be determined by the Principal in consultation with the professional staff member. New Teachers, Teachers new to a position, and Teachers identified as needing improvement will be placed automatically on the Guided Professional Growth Option.
- Provision of the evaluation model shall be conducted by a committee comprised of two (2) board members, two (2) Administrators, and four (4) Association appointees. Once approved by the committee, revisions shall be subject to Board and the Association approval. A Teacher may attach written comments in response to the evaluation (2007).
- B. The evaluation model shall be developed by a committee comprised of equal number of two (2) Board, two (2) Administration, and four (4) Association appointees. Once approved by this committee, the evaluation model shall be subject to Board approval.
- C. The process of conducting Teacher observations and evaluations is considered collegial in nature and for the purpose of improving instruction. The supervisor will note on the evaluation form any area in which the Teacher is found to need improvement. These areas deemed to require attention by the Teacher will be a major focus of subsequent evaluation.
- D. Within a few days following each evaluation, a meeting will be held between the evaluation Supervisor and the Teacher. At this time the Teacher will be given a copy of the written report. Signing the report simply acknowledges receipt, no agreement with the contents. A Teacher may attach written comments in response to the evaluation.
- 12.2 A Teacher shall not be required to sign a blank or incomplete evaluation form.
- 12.3 A Teacher will have the right, upon request, to review the contents of his/her personnel file and to receive a copy at the Board's expense, of any documents contained therein. Additional copies will be at the current rate charged staff members for personal photocopies. A Teacher will have the right to have a representative of the

Association accompany him/her during such review. At least once a year, a Teacher will have the right to indicate those documents and/or materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent and if he/she agrees, they will be destroyed. If the Superintendent does not agree to expunge documents and/or materials, a Teacher may respond in writing to such denial and such response will be attached to and become a part of those documents and/or materials in question.

- 12.4 A Teacher shall have the opportunity to review any materials to be placed in his/her personnel file prior to such inclusion. The Teacher will acknowledge that he/she has had a chance to review such materials by affixing his/her signature and date to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the content thereof.

The Teacher will also have the right to submit a written answer to such materials and his/her answer will be reviewed by the Superintendent or his/her designee who will sign and date the file copy. Such response will become attached to and a part of the file copy.

- 12.5 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).

ARTICLE XIII

TEACHER EMPLOYMENT

- 13.1 The Board agrees to hire Teachers in accordance with licensing regulations issued by the Vermont State Department of Education. The Association and the Board recognize that both parties have an increased responsibility to Teachers holding Emergency Licenses are filling a critical need for the School District. Furthermore, the parties recognize that the professional development funds delineated herein are in addition to the professional development funds referenced in Article 8.1 E. The following applies to:

- A. Teachers holding a professional teaching license but teaching in an area for which they do not hold the applicable endorsement.
 - 1. The Teacher shall develop a plan to attain endorsement in a timely manner.
 - 2. The Board will provide funding for the staff development costs for a teacher to attain the appropriate endorsement.
 - 3. If funding has been provided, the Teacher shall sign a contract and agree to return the following year to employment in the school district for two (2) full years. A Teacher who fails to return shall, according to the terms of the contract, reimburse the Board for the amount received

for the funding provided.

- B. Teachers not holding a professional teaching license, but who are teaching pursuant to the Department of Education issued Emergency License.
1. The Teacher shall develop a plan to attain license in a timely manner (2020).
 2. The Board will provide funding for staff development costs for the teacher to attain licensure.
 3. The Administration shall assign the Teacher a minimum of forty-five (45) minutes uninterrupted period of time each week to meet with a mentor Teacher.
- C. Mentor Teachers: Blue Mountain Union School recognizes the importance of providing appropriate mentoring to staff members. BMU has established three very different levels of mentoring for the professional staff. A new mentoring plan will be created with a committee of two (2) Administrators and four (2) Association members.

New to BMU – Year One (1) – Mentoring

This mentoring experience is designed to support new Teachers as they maneuver through day-to-day expectations of BMU. It includes assistance in understanding the following:

1. Food Service
2. Building Layout
3. Use of Leave
4. After School Support
5. Purchase Orders
6. Central Supplies
7. Keys
8. Learning the Key Staff Members and What They Do
9. Understanding Teaching and Learning Teams
10. Use of the Phone System
11. Use of the Computer Network, including Email
12. Use of Infinite Campus, including Attendance & Grades
13. Emergency Procedures
14. Knowing How to Access Calendars
15. Knowing How to Access and Place Announcements
16. Learning How to Work with the Special Education System, including Educational Support Professionals
17. Knowing how to Access Library Materials, Video Equipment, and Computer Labs
18. Understanding the Discipline System
19. Understanding the State and Local Assessment Systems
20. Learning How to Conduct Parent Meetings and Conferences

The Principal will assign a Mentor to a New Teacher who has the skills necessary to guide the New Teacher in the areas above and others as they become important to a Teacher. The assignment of a Mentor will be with the agreement of that Teacher.

The expectation is for the Mentor to provide twelve (12) hours of support throughout the school year. The Mentor will be asked to keep a log of the time provided and sign a check-off sheet quarterly which outlines the necessary information that needs to be provided to New Staff Members.

The stipend for this position is seven hundred, fifty (\$750) dollars, paid in two equal installments on December 15 and June 15 per Mentee for approximately twelve (12) hours of mentoring. There are situations in which a Teacher new to BMU will require support of two (2) Mentors, such as a Special Education Teacher. There are also times when Administration and Team Leaders will be asked to provide some additional time to help a New Teacher. A Year One (1) Mentor is not expected to exceed twelve (12) hours.

Reflection Mentoring

In the second year of teaching at BMU, the Teacher may request additional and specific support by a Mentor. This assistance may also be suggested by an Administrator if a Teacher appears to be struggling with a specific job expectation.

Different forms of mentoring are available depending upon the need of the requesting Teacher. For example, a coaching model may be requested. Some Teachers may prefer the Pathwise Model. Still others may prefer a model that is tailored to their specific need.

Access to this model begins with a request from the Teacher for a Mentor. The request includes the Teacher's name, goal(s) expected through the assignment of a mentor, expectations of the mentor, time commitment.

The Principal will review this request. She/he will discuss the request with an appropriate Mentor. If the Mentor agrees to provide this service, he/she will provide the Principal with an outline of services, including the request for number of hours. The fee for support shall be twenty-five (\$25) dollars per hour up to twenty-eight (28) hours of service, and seven hundred (\$700) dollars.

There will be three thousand, five hundred (\$3500) dollars set aside for this form of mentoring per year.

It is the expectation of this mentoring process that it be confidential between Mentor and Mentee unless there are serious breaches of professional conduct or the need to seek outside mental or physical support for the Mentee.

In Need of Improvement

From time to time the Principal may decide that a Teacher needs additional assistance or support (2012). It is the purpose of this procedure to provide the Teacher with support, resources, guidance and security that he/she needs to make improvements in his/her delivery of services to children.

1. As soon as the Principal becomes aware that a serious problem exists, the Principal will notify the Teacher that a plan of improvement needs to be designed. The Teacher may at that time involve an Association Representative in this process. The Principal will outline a plan comprising a set of goals, benchmarks, and evaluation of each benchmark. This plan may include classroom observations, assignment of a Mentor (from within or outside the school), additional training, visitations to area schools or programs or other activities. The plan will be review by the Teacher and an Association Representative at the invitation of the Teacher. Once the plan has been agreed upon by both the Teacher and Principal, it will be signed and kept on file at the Central Office level.
2. Throughout this process the Principal shall keep notes and artifacts that are relevant to the Teacher's progress. Copies will be shared with the Superintendent.
3. The Principal shall monitor the Teacher's performance. The Teacher will either successfully complete the plan, continue on a new plan, or be recommended for nonrenewal. This information will be contained in a formal summative evaluation of the Teacher's performance on the Improvement Plan.

The fee for resources and support related to an Improvement Plan will be individually negotiated with trained professionals who are providing the services.

- D. Certified professionals who are hired to fill a newly created position will be awarded a prorated salary, and benefits (2020).

- 13.2 All presently employed Teachers and Co-curricular Advisors will be placed on the proper step and column of the salary schedule according to their experience and education level when hired. Each Teacher shall move one (1) vertical increment step per year until the maximum step in a column is reached. A Teacher will move no more than one (1) horizontal column per year, except those Teachers on an approved one (1) year leave of absence who earn a Master's degree. They will be placed on their appropriate step on the Master's column.
- 13.3 Nothing contained herein shall limit or deny the authority of the Superintendent of Schools, with the consent of the Board, to place existing Teachers or to hire new Teachers on such higher step of the salary schedule as may in his/her judgment be necessary in order to staff critical teaching fields.

- 13.4 The salary schedules contained in Appendices A & B of this Agreement shall be the salary schedule for Teachers of the Blue Mountain Union School.
- 13.5
 - A. Teachers employed on a permanent part-time basis shall have their salary pro-rated for the actual time for which they are employed, in accordance with education and experience levels as indicated on the salary schedule. Leave benefits shall remain the same as provided for except that such days for permanent part-time Employees shall mean the actual daily time for which they are employed. All other benefits of this Agreement will be on a pro-rata basis.
 - B. The pro-rata assessment of a part-time Teacher’s workday shall be based upon an eight (8) period day (seven [7] teaching periods, one [1] preparation period, within an eight [8] hour day) or its equivalent for elementary Teachers (2014).
 - C. In the event of a job sharing position, the District is not obligated to insure that classroom specials be allocated evenly between the morning and afternoon Teachers. However, the schedule as designed by the Teacher and Administration will make every effort to address equity.
- 13.6 Any Teacher employed for ninety (90) or more days in the Blue Mountain Union School District in any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- 13.7 Teachers who are contracted after the beginning of the school year shall receive a salary pro-rated at one/one hundred, eighty-five (1/185) of the appropriate salary step for the number of designated days of employment in that academic year.
- 13.8 Horizontal movement on the salary schedule will be granted in the following manner:
 - 1. Graduate credits earned from an accredited college or university.
 - 2. Professional development activities approved by the Superintendent. The ratio for conversion of professional development activities to credits shall be fifteen (15) clock hours per credit.
 - 3. In order to advance to Master’s level, the employee must have earned a Masters degree. Horizontal movement from BA to BA +30 and from MA to MA +30 may be accomplished using professional development.
 - 4. A licensed professional who achieves National Board Certification, and is employed within that licensed field, will receive a salary supplement of one thousand (\$1000) per year (above and beyond any salary schedule) of active certification (2020).
 - 5. In order to advance to the CAGS/PhD level, the employee must have earned a CAGS or PhD (2007).
- 13.9 Teachers will be paid on the fifteenth (15th) and the thirtieth (30th) of each month, except as otherwise provided in this Article, and each Teacher 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 (15th).

- A. Semi-monthly (24 payments)
- B. Semi-monthly through the school year with the last five (5) payments in a lump sum on June 30, provided however, that such notification of this Section C be given to the Superintendent by May 1 (2012)

- 13.10 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 Teachers 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, unless all required end of year activities are completed by 3:00 PM (2007, 2012, 2014)

REPLACEMENT TEACHERS

- 13.11 “Long Term Substitute Teacher” means a person employed under a Long Term Substitute Teacher written contract to teach 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 teacher on extended leave (more than twenty-nine [29] days) sick or emergency leave whose date of return is unknown. In the case of a Teacher’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 (2012).
- A. A Teacher who is employed under a written contract as a Long Term Substitute Teacher 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 VI); (b) reduction in force provisions (Article VII); and (c) the right to have his/her contract renewed (Article XIV). The Teacher shall be offered membership as a substitute and pay dues. The dues will be deducted out of the first paycheck.
 - B. The salary for a Long Term Substitute shall be based on the per diem rate of the Master Contract pay scale at Step 0, but may be increased by the Superintendent at his/her sole discretion (2010).
 - C. Long Term Substitutes shall accrue benefits on a per diem basis for the duration of the Long Term Substitute’s term of employment.
 - D. A Long Term Substitute may be terminated for any reason following written notice by the Board, or its designee.
- 13.12 A “Substitute Teacher” 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 of an extended nature (e.g. more than twenty-nine [29] days) and

whose known approximate date for return to work is known. Substitute Teachers have no rights in the collective bargaining agreement.

ARTICLE XIV

CONTRACT RENEWAL

- 14.1 The Board shall offer a contract for employment to a Teacher annually on or before April 30.
- 14.2 A Teacher 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 a Teacher to respond may, at the option of the Board, may be accepted as conclusive evidence of non-acceptance of the offer, and in such instance a job shall be considered vacant. A Teacher 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).
- 14.3 Teachers not to be rehired for reasons of performance shall be notified in writing as soon as possible but at least by April 30. Prior to receipt of such notification, the Teacher shall have received a written statement outlining the reasons for non-renewal.
- 14.4 If for any reason the School Board does not intend to issue a contract, it shall notify the Teacher(s) by April 15 or before if the Board is aware of the situation. Such notification shall include the reason(s) for non-renewal (2014).
- 14.5 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 provisions of Section 14.2 shall apply (2014).
- 14.6 The Teacher's individual employment contract (Appendix C) is attached to and is a part of this Agreement.
- 14.7 Individual employment contracts will be provided 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 the receipt of the individual's signed contract by the Superintendent's office. The contract will be official upon Board Approval (2014).
- 14.8 Any other provisions of this agreement notwithstanding, each Teacher newly hired by the District shall work under one (1) year probationary appointments for the first two (2) years of employment with the District. During this period of probation, a decision to suspend, dismiss, or not re-employ an individual may not be grieved under

provisions of this Agreement. During this probationary period all evaluation and contract and renewal dates provided by this Agreement shall be applicable. During this period of probation, an individual who is given notice of suspension, dismissal or non-renewal may appeal said action only pursuant to the process set forth in Title 16 V.S.A., section 1752.

- 14.9 In the event that an involuntary reassignment is deemed necessary for the following year, the Teacher shall be notified of the reassignment as soon as possible. A Teacher's license/endorsement, seniority category and list, input from Administration, school/district/student needs, major and/or minor field study, experience, knowledge, teaching performance and/or relevant factors shall be considered when determining which Teacher is to be transferred. Notification shall be in writing. A Teacher designated for involuntary reassignment may request, and upon request shall be granted a meeting with the Superintendent or designee to discuss the reasons for the involuntary reassignment. The Teacher may have an Association representative present at such meeting (2020).

ARTICLE XV

SCHOOL YEAR/SCHOOL DAY

- 15.1 For the purpose of this Agreement the period of teaching service shall not exceed one hundred seventy-seven (177) teaching days. In addition, Special Education Teacher may be assigned up to ten (10) days of work in order to accomplish the additional duties required of a Special Educator. Such addition of days shall be paid at the teacher's per diem rate. The Teacher shall submit to the Special Education Coordinator a proposed schedule for working such additional days, and the Coordinator shall approve or modify the proposed work schedule, as he/she deems appropriate (2007).
- 15.2 Each Teacher agrees to attend educational meetings, in-service programs, and parent conferences for a period of no more than twenty-four (24) hours for each academic year in addition to the scheduled teaching days (2020).
- 15.3 There will be five (5) days of professional development that will focus on the improvement of student learning and the advancement of student achievement toward goals established by the Board of Education.
- 15.4 The workday for Teacher will be eight (8) hours, 7:30 AM-3:30 AM. The following exceptions may prevail:
- A. Necessary parent conferences and open house.
 - B. Necessary to meet the nursing needs of a student (s) during transportation to and from school on regularly scheduled school days (2014).
- 15.5 District mandated initiatives that are part of the required, regular school program (e.g.

summer school) outside of the contract year, will be paid at a per diem rate. For voluntary summer and non-school day work, the school will pay a stipend of thirty (30) dollars an hour (2007, 2010).

ARTICLE XVI

CONDITIONS OF EMPLOYMENT

- 16.1 A. 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 employee who is not a member 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 shall be eligible for membership in the Association according to the Association 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).
- B. 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 limitation, legal judgments, arbitration awards, expenses and legal fees (2010).
- 16.2 Copies of this Agreement shall be provided by the Board and issued to each Teacher both presently and newly employed. In addition, the association shall receive fifteen (15) additional copies.
- 16.3 Each Teacher will have a duty-free lunch period per day of at least the equivalent time duration of a student's regularly scheduled lunch period, but in each case at least twenty-seven (27) minutes.
- 16.4 Each Teacher will be provided preparation period(s) during which time he/she will not be required to instruct or supervise students. Such preparation period(s) will be scheduled during the regularly scheduled school days (school day meaning student are in attendance). The minimal time duration for preparation period(s) will be as follows:
- A. Grades PreK-5: At least forty-five (45) continuous minutes per day. This may be whenever a special subject Teacher is responsible for instruction. (For one school year only the amount will be forty-three [43] continuous minutes per day: 2010-2011.)
- B. Grades 6-12: One (1) period per day of continuous time equivalent to the duration of one (1) regularly scheduled student instruction class period of forty-five (45) minutes in length. (For one school year only the amount will be forty-three [43] minutes per day:

2010-2011.)

- C. In the event of block scheduling, the employee shall be assigned an equivalent amount of time per week to A or B above, whichever is applicable.

This shortening of the Teachers’ preparation period will not be considered to set a precedent or to qualify as a “past practice” (4/29/2010).

- 16.5 The Board agrees that substituted will be provided for staff with student regularly assigned to them. Teachers will provide lesson plans for the substitute. If an emergency situation exists, the hiring of a substitute is left to the discretion of the administration.
- 16.6 Each employee shall be given a copy of his/her job description for both curricular and co-curricular positions at time of employment. If necessary dictates a need to revise a job description, then the revision will be done with Association input. If job descriptions are revised, the employee shall be notified in writing by October 1 of the current year (2007).
- 16.7 It is agreed that Administration personnel responsible for running of the school, or their duly authorized representative, shall be on the school premises during the school day.
- 16.8 The Board agrees to provide liability and Worker’s Compensation Insurance as may be required by the laws of the State of Vermont
- 16.9 The Board agrees to pay the IRS rate per mile for use of personal vehicles on school business (2020). No employee shall be required to transport students in his/her automobiles nor shall it be a condition of employment.
- 16.10 The Board agrees to deduct, from the salaries of the Teachers, dues for the Blue Mountain Education Association, the Vermont-NEA, and National Education Association as said Teacher individually ad voluntarily authorize the Boar to deduct; and transmit the monies and a record of the deductions upon request to the Treasurer of the Association, provided the Bard is given notice seven (7) days prior to any regularly scheduled Board meeting.

Teacher’s authorization will be in writing, and a form agreed upon by the Association and the Board. Deductions will be made from the regular payroll payment issues in the months of October through and including May, in substantially equal payments, or in the case of authorization received during the school year, in substantially equal installments for the remainder of the school year through the last pay date in May.

Payroll deduction authorizations for Association dues shall be continuous from year to year unless a teacher leaves the school district or notifies the Board, in writing, prior to July 1 of any year to terminate deductions.

The association shall notify the Board in writing, of changes in the Association fees.

- 16.11 The Board agrees to deduct upon request of ta teacher, payment of U.S. Savings Bonds, Tax Sheltered Annuities, and VT-NEA Northeast Teachers’ Credit Union. Authorizations for payroll

deductions must be submitted to the Superintendent by September 10, requests for additional deductions after September 10 will not be honored.

- 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, and dependent care flexible spending accounts (2007).

16.12 Upon a Teacher’s retirement, in accordance with provisions of 16 V.S.A. Chapter 55, from the Blue Mountain Supervisory District a Teacher will receive the following applicable stipend:

- A. Ten (10) to fourteen (14) years of service five hundred (\$500) dollars.
- B. Fifteen (15) to nineteen (19) years of service one thousand (\$1000) dollars.
- C. Twenty (20) or more years of services one thousand, five hundred (\$1500).

16.13 Upon a Teacher’s retirement, in accordance with the provisions of 16 V.S.A. Chapter 55, from the Blue Mountain Supervisory District a Teacher will receive the following stipend:

Ten (\$10) dollars per day of actual accumulated sick leave for no more than one hundred, sixty-five (165) days.

16.14 Present personnel shall be notified and given the opportunity to apply for promotions and vacancies without placing their current position in jeopardy.

16.15 Penalty for Resignation: Any Teacher who seeks release from a signed contract after July 1 of the contract year shall be released only upon fulfillment of the following:

- A. The passage of sixty (60) calendar days following receipt of the written request for release.
- B. The payment of a fee equal to four (4%) percent of the current step on the salary schedule that the Teacher has attained (2020). This fee is to help defray unusual costs incurred in recruiting a replacement Teacher.

16.16 Professional Staff will be informed of all job openings within the bargaining unit according to the following procedure:

- A. Should a vacancy occur within the professional staff’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 layoff 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 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.

- 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 not deleterious effect upon their call back status.

Nothing in this section shall prohibit the Superintendent from advertising while 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).

- 16.18 A. Employees shall not be requested or required to work under conditions which constitute 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 and 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.

ARTICLE XVII

RIGHTS OF THE ASSOCIATION

- 17.1 The Association shall have the right to use such facilities and equipment as are normally located for Teacher use within the school,, as well as school audio-visual equipment, at reasonable times and upon appropriate request to the Principal, provided that such use does not interfere with 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 fore by the Association.
- 17.2 The Association shall have the right to use the Teacher’s Lounge for the posting of notices of its activities and matters of Association concern.
- 17.3 The Association may use the Teacher’s mailboxes for communications to Teachers.
- 17.4 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 during school hours with the teacher of pupils or assigned duties or interrupt normal school operations.

ARTICLE XVIII

RIGHTS OF THE BOARD

18.1 In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education and efficient and economical operation of Blue Mountain Union School, it is herein agreed that except as specifically or directly modified by express language in a specific provision of this Agreement, the Board retains all rights and powers it has, or may hereafter be granted by law.

ARTICLE XIX

COMPLIANCE

19.1 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of the negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by the Agreement.

This Agreement may be modified in whole or in part by the parties, by an instrument, in writing, duly executed by both parties.

ARTICLE XX

SEVERABILITY

20.1 If any section, subsection, provision, clause, or portion of this Agreement shall for any reason become invalid, or be deemed so by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such invalidity shall not affect the validity of the remaining portions thereof.

ARTICLE XXI

EARLY RETIREMENT PROGRAM

21.1 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. Have submitted a request for early retirement to the Superintendent no later than December 1 (2012).

21.2 See Article 16.13 & 16.14 for additional retirement benefits.

ARTICLE XXII

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 - five hundred (\$500) dollars
	2021-2022 3% plus Step & Column Off Step – one thousand (\$1000) 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

11 / 14 / 2020

Date

Date

APPENDIX A

Professional Staff/Teacher 2020-2021

	BA	BA+15	BA+30	MA	MA+15	MA+30	CAGS
0	38,947.76	40,798.62	41,721.75	42,647.18	44,498.04	46,346.59	48,195.27
1	40,798.62	42,647.18	43,571.45	44,498.04	46,346.59	48,195.27	50,046.01
2	42,647.18	44,498.04	45,422.31	46,346.59	48,195.27	50,046.01	51,895.71
3	44,498.04	46,346.59	47,272.03	48,195.27	50,046.01	51,895.71	53,746.58
4	46,346.59	48,195.14	49,121.72	50,046.01	51,895.71	53,746.58	55,595.15
5	48,195.14	50,046.01	50,970.28	51,895.71	53,746.58	55,595.15	57,445.97
6	50,046.01	51,895.71	52,819.99	53,746.58	55,595.15	57,445.97	59,294.56
7	51,895.71	53,746.58	54,669.71	55,595.15	57,445.97	59,294.56	61,144.27
8	53,746.58	55,595.15	56,520.58	57,445.97	59,294.56	61,144.27	62,993.98
9	55,595.15	57,445.97	58,370.29	59,294.56	61,144.27	62,993.98	64,842.53
10	57,445.97	59,294.56	60,219.99	61,144.27	62,993.98	64,842.53	66,694.55
11	59,294.56	61,144.27	62,069.71	62,993.98	64,842.53	66,694.55	68,543.10
12	59,294.56	62,993.98	63,919.41	64,842.53	66,694.55	68,543.10	70,393.97
13	59,294.56	64,843.69	65,769.12	66,694.55	68,543.10	70,393.97	72,242.52
14	59,294.56	64,843.69	67,619.98	68,543.10	70,393.97	72,242.52	74,093.38
15	59,294.56	64,843.69	67,619.98	70,393.97	72,242.52	74,093.38	75,941.94
16	60,480.44	66,140.55	68,972.37	71,801.85	73,687.37	75,575.26	77,460.78
Off Grid	\$500						

Professional Staff/Teachers 2021-2022

	BA	BA+15	BA+30	MA	MA+15	MA+30	CAGS
0	40,116.19	42,022.58	42,973.40	43,926.60	45,832.98	47,736.99	49,641.13
1	42,022.58	43,926.60	44,878.59	45,832.98	47,736.99	49,641.13	51,547.39
2	43,926.60	45,832.98	46,784.98	47,736.99	49,641.13	51,547.39	53,452.58
3	45,832.98	47,736.99	48,690.19	49,641.13	51,547.39	53,452.58	55,358.98
4	47,736.99	49,640.99	50,595.37	51,547.39	53,452.58	55,358.98	57,263.00
5	49,640.99	51,547.39	52,499.39	53,452.58	55,358.98	57,263.00	59,169.35
6	51,547.39	53,452.58	54,404.59	55,358.98	57,263.00	59,169.35	61,073.40
7	53,452.58	55,358.98	56,309.80	57,263.00	59,169.35	61,073.40	62,978.60
8	55,358.98	57,263.00	58,216.20	59,169.35	61,073.40	62,978.60	64,883.80
9	57,263.00	59,169.35	60,121.40	61,073.40	62,978.60	64,883.80	66,787.81
10	59,169.35	61,073.40	62,026.59	62,978.60	64,883.80	66,787.81	68,695.39
11	61,073.40	62,978.60	63,931.80	64,883.80	66,787.81	68,695.39	70,599.39
12	61,073.40	64,883.80	65,836.99	66,787.81	68,695.39	70,599.39	72,505.79
13	61,073.40	66,789.00	67,742.19	68,695.39	70,599.39	72,505.79	74,409.80
14	61,073.40	66,789.00	69,648.58	70,599.39	72,505.79	74,409.80	76,316.18
15	61,073.40	66,789.00	69,648.58	72,505.79	74,409.80	76,316.18	78,220.20
16	62,294.85	68,124.77	71,041.54	73,955.91	75,897.99	77,842.52	79,784.60
Off Grid	\$1,000						

APPENDIX B

ATHLETICS/ACTIVITIES CLASS & SALARY

CLASS I	CLASS II	CLASS III	CLASS VI
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 th
	Cross Country	Select Chorus	Class Advisor 9 th
		World Language Club	Set Director
		HS Student Council	Politics Club
		Class Advisor 12 th	Indoor Soccer Coach
		Class Advisor 11 th	
		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

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

APPENDIX C

ORANGE EAST SUPERVISORY UNION
BLUE MOUNTAIN UNION SCHOOL DISTRICT
TEACHER CONTRACT

- 1. This agreement made between **First Name, Last Name** hereinafter called the teacher, and the Board of School Directors for the 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. This contract represents **185 working days**. The distinction between student days and in-service days will be determined according to the needs of the school district.
- 3. A teaching salary of **\$000.00** plus additions or deletions in compensation (if any) of **\$0** for the purpose of **n/a** determines the teacher’s total compensation under this contract to be **\$000.00**. Salary and benefits will be prorated should the teacher leave before the end of the contract.
- 4. Assignment: **1 FTE Position (based on licensure)**
- 5. Said teacher has satisfactorily completed the Background Records Check requirements and holds the following license(s) for the **2020-2021** school year. The current license on file is:

<u>Level</u>	<u>Endorsement(s)</u>	<u>Expiration Date</u>
II	x-xx	6/30/20xx

- 6. Place on Salary Schedule: **Column & Step**.
- 7. The teacher’s signature on this contract indicates that the information in items 3, 4, 5, 6 & 7 is accurate. Any inaccuracy discovered after the date of the teacher’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.

Employee Signature (First & Last Name)

Date Signed

Superintendent of Schools

Date Approved

TITLE	BMU Teachers Agreement
FILE NAME	2020-2022 Teacher Master Agreement.pdf
DOCUMENT ID	58ca072eb6f7b096533c1ec02c2a5cdd08a763c6
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

11 / 11 / 2020
 21:14:48 UTC

Sent for signature to Angeline Alley (angeline.alley@oesu.org) and Kelly Emerson (kelly.emerson@oesu.org) from melanie.elliott@oesu.org
 IP: 68.191.254.90



VIEWED

11 / 11 / 2020
 21:32:49 UTC

Viewed by Angeline Alley (angeline.alley@oesu.org)
 IP: 67.44.177.139



SIGNED

11 / 11 / 2020
 21:34:22 UTC

Signed by Angeline Alley (angeline.alley@oesu.org)
 IP: 67.44.177.139



VIEWED

11 / 14 / 2020
 18:37:14 UTC

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SIGNED

11 / 14 / 2020
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Signed by Kelly Emerson (kelly.emerson@oesu.org)
 IP: 174.83.69.203



COMPLETED

11 / 14 / 2020
 18:37:45 UTC

The document has been completed.