

MASTER AGREEMENT

Between

The Hartland, Weathersfield, Mount Ascutney, and Windsor Southeast Supervisory Union
Boards of School Directors

And

The Hartland, Weathersfield, and Windsor Southeast Education Associations

2021-2024

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ACKNOWLEDGEMENT OF ARBITRATION

IN ACCORDANCE WITH 12 V.S.A. SECTION 5652 (b), THE BOARD AND THE ASSOCIATION UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS AGREEMENT, THE BOARD AND THE ASSOCIATION UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN THIS ARTICLE.

PREAMBLE

This collective bargaining agreement (the “Agreement”) is entered into by and between the Hartland, Weathersfield, Mount Ascutney, and Windsor Southeast Supervisory Union Boards of School Directors, hereinafter called the Board, and the Hartland, Weathersfield, and Windsor Southeast Education Associations affiliated with the Vermont Education Association and the National Education Association, hereinafter called the Association.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Windsor Southeast Supervisory Union is their mutual aim and that the character of such education depends predominantly upon the quality of the teaching service and;

WHEREAS, the members of the teaching profession are particularly qualified to advise in the formulation of policies and programs designed to improve education standards and;

WHEREAS, the Board under the laws of the State of Vermont has the responsibility to determine the policies of the Windsor Southeast Supervisory Union and the member school districts and;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

In consideration of the mutual covenants set forth herein, the Board and the Association enter into this Agreement.

ARTICLE 1 RECOGNITION

- 1.1 The Board recognizes the Association, pursuant to Title 16, Chapter 57, of the Vermont Statutes Annotated, as the exclusive representative for collective bargaining purposes concerning the terms and conditions of employment for all teachers as licensed by the Vermont Department of Education and under contract with the Board to provide educational services for which a license is required, excluding administrative personnel as defined by Chapter 57 of 16 V.S.A.
- 1.2 Unless otherwise indicated, the term “teacher,” when used hereinafter in this Agreement, shall refer to all professional personnel holding a valid teaching license in Vermont (or who hold a valid teaching license from another state that is recognized in Vermont) who are employed by the Board and are represented by the Association in a bargaining unit. In addition, a teacher must hold a position for

which licensure is a prerequisite as required by the Board or the State of Vermont. References to teachers shall include all members of this bargaining unit.

- 1.3 Throughout this Agreement, reference to the Board(s) or District(s) shall be deemed to refer to each of the four (4) individual Boards and Districts noted in the Preamble of this Agreement. As such, where action by the referenced Board or District is required, such action, unless otherwise expressly noted, shall be the action of each individual Board and/or District relative to that District's employees or local bargaining unit.
- 1.4 Throughout this Agreement, Associations or reference to the Association shall be deemed to refer to each of the three (3) individual Associations noted in the Preamble of this Agreement. As such, where action by the referenced Association or bargaining unit is required, such action, unless otherwise expressly noted, shall be the action of each Association or individual bargaining unit relative to that bargaining unit's employer.
- 1.5 Despite references in the Agreement to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, whether or not a member.
- 1.6 Throughout this Agreement, reference to the Superintendent shall be deemed to include any administrator to whom the Superintendent has delegated authority to act on their behalf.

ARTICLE 2 NEGOTIATIONS

- 2.1 The Board agrees to enter into negotiations with the Association over a successor Agreement in accordance with Chapter 57 of 16 V.S.A. and the procedures set forth herein in a good faith effort to reach agreement upon matters of salary, related economic conditions of employment, procedure for processing grievances, and any mutually agreed upon matters. On or before October 15 of the final year of the Agreement, either the Association or the Board shall notify the other party of its intention to modify the terms and conditions of the present Agreement; in the event that neither party provides such notification, the Agreement shall be extended for another school year. Any Agreement so negotiated shall be reduced to writing and signed by the Board and the Association.
- 2.2 Each party shall select its negotiating representatives who may engage or be assisted by a professional or lay representative. Negotiating sessions shall be held at mutually convenient times and locations.

- 2.3 The Board and the Association agree to furnish to each other's representatives, upon reasonable request and within a reasonable length of time, pertinent public information and statistical records pertaining to matters under negotiation.
- 2.4 If, after discussion of all negotiable matters, the parties fail to reach agreement of any negotiable subject, either party may declare an impasse. Such declaration of impasse shall be in accordance with Chapter 57 of 16 V.S.A.
- 2.5 All written notices to the Association or Board, respectively, regarding the negotiations of this Agreement, will be deemed to have been properly given if delivered to the President of the Association and to the Superintendent of Schools, respectively.
- 2.6 In no event will the provisions of this Article be subject to the provisions of the Grievance and Arbitration Procedures contained in this Agreement.

ARTICLE 3
ASSOCIATION RIGHTS

- 3.1 Teacher's Organizational Rights. The Board and the Association hereby agree that each employee has the right to organize, join, and support the Association for the purposes of engaging in collective bargaining and other activities for mutual benefit or to refrain from such activity. The Board and the Association agree that they shall not interfere with, restrain, or coerce any employee in the exercise of any rights covered under Chapter 57 of 16 V.S.A. The Board agrees it shall not discriminate against any employee with respect to salary or any other terms or conditions of employment by reason of their membership in the Association or its affiliates.
- 3.2 Use of Facilities. Association will be allowed to conduct Association meetings in the school building in accordance with school policy, at no cost. The Association agrees to leave the building facilities in the same condition as they were found.
- 3.3 Mail Systems. The Association will have the right to use the intra-school mail system, including school mailboxes, etc., for Association notices, circulars, and any other Association material(s). The Association may designate officials who may use the District e-mail system under the following circumstances:
 - a. The Association acknowledges that email is not private and its members shall use this system in accordance with the Supervisory Union's Acceptable use Policy.
 - b. No material derogatory to any individual or detrimental to the best interest of the school district shall be transmitted on the system.
 - c. The Association will use the system to communicate only with its members.
 - d. No attachments will be appended to emails in a message sent to all members.
 - e. E-mail use will not take place during assigned duties.

- 3.4 Bulletin Board. There will be space provided of the appropriate size for the Association to put up one (1) bulletin board, to be bought at their expense, for the purpose of displaying Association notices, circulars, and any other Association material(s)
- 3.5 Use of Equipment. The Association may use school equipment and supplies provided it pays for the expense of such.
- 3.6 Faculty Room. Each school in the Supervisory Union shall maintain a faculty room to which all teachers and the Association shall have access.
- 3.7 Dues Deduction. The Board agrees to deduct from each employee's salary dues for the Association upon said employee's initial membership therein. Such authorization will be voluntary and in writing. The Board will transmit monthly said monies deducted to the Treasurer of the Association. Dues will automatically continue to be deducted from an employee's salary unless the employee directs the Association and the Board, in writing. On or before November 1st, the superintendent will provide the Association with a roster of employees, their position and work location. By November 1st of each school year, the Association will provide the following to the superintendent's office: 1) a roster of teachers authorizing dues deductions for the school year; 2) the dollar amount of the deduction for the Association.

ARTICLE 4
TEACHER RIGHTS

- 4.1 Nondiscrimination. The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or 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, sex, sexual orientation, gender identity, disability, domicile, age or marital status, or any other legally protected status under federal law. No grievance involving an alleged violation of this provision may proceed beyond Step 3 of the grievance procedure.
- 4.2 Just Cause. Except for probationary teachers and those hired under a non-renewable contract pursuant to Article 6.2 of this Agreement, no teacher shall have their contract non-renewed or be disciplined, suspended, or dismissed without just and sufficient cause. Such action shall be made only after a meeting between the teacher involved and, as applicable, the building administrator, Superintendent, or Board. A teacher shall be entitled to have a representative of the Association present to advise them. Any suspension of a teacher will be with pay pending final Board action. When a teacher is dismissed, they shall be entitled to receive, upon dismissal, written

reasons from the Superintendent and the Board for their dismissal and shall have the right to a hearing before the Board. The non-renewal of a teacher's contract or the suspension and dismissal of a teacher during a school year may only be appealed by the teacher by following the procedures outlined in 16 V.S.A. §1752 or the grievance and arbitration procedures of this Agreement. The election of one method of appeal shall preclude the other.

- 4.3 Probation. During a teacher's first two years of employment by the Board, the teacher shall work under a probationary teaching contract. During this period of probation, a Board decision to terminate, or not to renew, the teacher's contract will not be subject to the grievance/arbitration provisions of this Agreement. A probationary teacher will receive a minimum of two (2) classroom evaluations per year. A teacher shall be provided an informal non-adversarial pre-termination meeting with the Board prior to a Board decision under this provision. In this meeting, the teacher shall have the right to present information on their behalf.
- 4.4 Right to Representation. Whenever any teacher is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment, they shall be given prior written notice of two (2) working days of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent them during such meeting or interview. If an emergency meeting is necessary, the Association President will be notified and an available Association representative shall be released to counsel and represent the teacher.
- 4.5 Complaints. Any complaint regarding a teacher made to any member of the Administration by a parent, student, or other person(s) which may be used in disciplining or evaluating a teacher will be made available for the teacher's review within five (5) school days of such complaint and promptly investigated. The teacher will be given an opportunity to respond to and/or about such complaints after identification of the complainant. All complaints shall be in writing and signed by the complainant. The identity of the complainant may be withheld at the request of the Department of Children and Families or any other judicial system agency if identifying the complainant will compromise an investigation. Subject to the discretion of the principal, a meeting with the complainant, the teacher, and the principal may be scheduled following completion of the investigation.
- 4.6 Disciplinary Notices. When a teacher receives a written disciplinary notice, such notice shall include a directive regarding related professional expectations.
- 4.7 Vacancies. Teachers shall be notified of vacancies within the Supervisory Union which exist in administrative, teaching, and extra-curricular positions, and shall be given an opportunity to apply. The notice may be posted and advertised outside the Supervisory Union simultaneously, but the internal posting shall remain available for five (5) days before any interviews begin. The Superintendent will provide teachers electronic notice (in the form of email) of such vacant positions through the

Supervisory Union's website or network. Notwithstanding the above, the final employment decision shall rest with the Board, and shall not be subject to grievance and arbitration procedures, provided the Board has complied with the procedural requirements of this article.

- 4.8 Proration. All salaries, benefits, duties, and preparation time for part-time teachers will be prorated based on their full-time equivalency (FTE) status, unless specified differently elsewhere in this Agreement.
- 4.9 Teachers' Handbook. The Principal of each building will maintain an electronic Teachers' Handbook outlining processes, procedures, expectations, and responsibilities of the faculty of the building. All such statements must be consistent with adopted School Board Policies. Such a handbook, after development, will undergo a yearly review by the Principal and the staff. The administration will provide the faculty an opportunity for input regarding changes to the teacher's handbook.
- 4.10 Public Criticism. No teacher, member of the administration, or Board member shall be reprimanded or criticized in public or in the presence of students by the abovementioned group. No personal issues of the above group or a community member shall be discussed in the presence of students.
- 4.11 Statutory Rights. Nothing contained herein shall be construed to deny or restrict any teacher such rights as the teacher may have under State of Vermont school laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- 4.12 Health and Safety. The parties recognize that the health, safety, and well-being of the students are their primary responsibility. Teachers shall not be required to work under unsafe or hazardous conditions, as defined by state and federal health and safety laws (e.g., VOSHA, OSHA). Any dispute under this section shall not be subject to arbitration.
- 4.13 Medical Duties. Teachers, with the exceptions noted below, will not be required to perform medical duties, including administration of prescription drugs and any procedure normally prescribed by a licensed medical practitioner. A teacher may, however, agree to perform such duties and/or to serve as a member of their school's medical response team. If a teacher agrees to perform such duties, they will be trained by appropriate medical personnel who will supervise the ongoing treatment. Exceptions to the above paragraph are:
- a. teachers who are licensed medical practitioners, whose written job description, to which reference shall be made in the individual contract of employment, explicitly includes the performance of such duties, and
 - b. teachers who are confronted with a medical emergency involving student(s).

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Purpose

- A. Definition. A grievance shall be construed for the purposes of this Agreement to mean a claim or dispute involving the interpretation and/or application, either in whole or in part, of any written and presently operative portion or provision of this Agreement. Under no circumstances shall any matter which is not a part of this Agreement be considered a valid cause of grievance.

 - B. Grievant Representation. The grievant shall be a teacher, a group of teachers, or the Association. In the formal grievance procedure herein provided, the grievant shall at all times be entitled to be represented by representatives of the Association or to appear with the assistance of such representative, except at no time shall the grievant be represented by an administrative official of the school district. The Association and its affiliate, VT-NEA, shall be the sole and exclusive representative of the grievant. The Association shall at all times have the right to represent itself at grievance hearings and to present its positions with respect to matters of Agreement interpretation.

 - C. Time Limits. All time limits contained in this grievance procedure shall consist of teacher employment days. When a grievance is submitted on or after June 1, time limits shall consist of all weekdays (meaning Monday through Friday, except legal holidays as defined by Chapter 7 of 1 V.S.A.). The time limits specified may, however, be extended by mutual agreement.

 - D. Cooperation. The parties to this Agreement will cooperate in the investigation of any grievance. Each party will provide to the other requested information which is relevant to the grievance. If the administration or the Board schedules a grievance hearing during the teacher work day, the grievant and one (1) Association representative, and up to three (3) witnesses, will be granted paid release time to attend the hearing.
- 5.2 Procedure. The process noted herein shall not preclude the parties from discussing matters informally prior to the initiation of a formal grievance.

Step 1: No grievance shall be given consideration unless it is filed, in writing, with the school administrator within twenty (20) days after the occurrence that gave rise to the grievance. Once the grievance has been filed, a discussion will take place within ten (10) days between the employee and the school administrator (school principal or their designee) and, if requested by the teacher, one teacher member of the Association. The school administrator will give their answer in writing within five (5) working days after said discussion.

Step 2: If the grievance is not settled at Step 1, the written grievance will be submitted by the Association within five (5) working days of receipt of the Step 1 answer to the Superintendent of Schools. The Superintendent will meet with the Association within fifteen (15) days to discuss the grievance. Present at the meeting shall be the Association Grievance Chair, the grievant, and if requested, one teacher member of the Association designated by the Association. The Superintendent will hear the grievance and give their answer, in writing, within five (5) working days of this meeting.

Step 3: If the grievance is not settled at Step 2, the written grievance will be submitted within ten (10) working days of receipt of the Step 2 answer to the Board Chair. The Board will meet with the Association within twenty (20) days to discuss the grievance. Present at the meeting shall be the Board, the Superintendent (or their designee), the Association Grievance Chair, the grievant, and if requested, one teacher member of the Association designated by the Association. The Board will hear the grievance and give an answer, in writing, within ten (10) working days.

Step 4: If the grievance is not settled at Step 3, the Association or the Board, within fifteen (15) days, may file for binding arbitration, for any grievance which involves the interpretation or application of a specific term or provision of this Agreement, but only if such grievance has not been settled after being fully processed through the grievance procedure.

- 5.3 Appointment of an Arbitrator. The person of the arbitrator shall be determined by mutual agreement between the Board, or its designated representative, and the Association. Should the parties be unable to agree upon the person of an arbitrator within ten (10) days of the demand for arbitration, then arbitration shall be requested from the American Arbitration Association (AAA). If the grievance is not submitted to the AAA within thirty (30) days of the date of the demand for arbitration, the grievance shall be considered to be withdrawn with prejudice. Decisions of the arbitrator in matters of grievance shall be final and binding, except that they shall be subject to the Vermont Uniform Arbitration Act and the Rules of the American Arbitration Association. Costs of arbitration shall be borne by the parties to the grievance. The arbitrator shall have no power to add to, delete from, amend, ignore, or in any manner alter the existing Agreement. Costs of transcripts and witnesses, if any, shall be borne by the party requiring the same. It is agreed that the arbitrator is empowered to award only compensatory damages and interest and that the arbitrator shall have no authority to award attorney fees.

Neither the Board nor the Association will be permitted to assert any grounds before the arbitrator which were not disclosed to the other party prior to the hearing.

- 5.4 Step By-Pass. Provided that the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be by-passed and the grievance

brought directly to the next step. Class grievances involving an administrator above the school Principal level may be filed by the Association at Step 3.

- 5.5 Processing. Under no circumstances shall the Association involve students who are minors in the hearing of a grievance unless written consent from a parent or guardian is filed with the Superintendent at least twenty-four (24) hours before such involvement. If the District intends to use a student as a witness in a grievance hearing, the Association shall be notified at least twenty-four hours before the hearing.
- 5.6 Files. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 5.7 No Reprisals. No reprisals of any kind will be taken by the Board, the Administration, or the Association against any person because of their participation in this grievance procedure.
- 5.8 Withdrawal. A grievance may be withdrawn or settled at any level without establishing precedent.
- 5.9 Class Grievance. Two or more grievances involving a common substantive issue or issues may be filed by the Association as a class grievance.
- 5.10 Informal Resolution. Nothing contained in this grievance procedure shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with their supervisors before filing the matter as a formal grievance. The dispute may be adjusted without intervention of the Association provided such adjustment is not inconsistent with the terms of this Agreement. Should informal processes fail to resolve the grievance, a formal filing of grievance shall be made in accordance with the procedures herein.
- 5.11 Election of a Remedy. A teacher who seeks resolution in court or before an administrative agency of a matter which is subject to the Grievance and Arbitration provisions of this Agreement shall be deemed to have waived their right to arbitrate said issues pursuant to this.

ARTICLE 6
CONTRACTS

- 6.1 License Requirements. The Board agrees to hire only those teachers who are licensed or eligible to be licensed by the Vermont State Department of Education for every regular teaching assignment.
- 6.2 Contract Renewal. The Board shall issue a contract of employment annually to those teachers whom it intends to re-employ. Contracts shall be issued on or before April 15 of each year. A teacher shall return a signed copy of the contract within fifteen (15) days of issuance; the failure to do so shall be deemed a refusal of the contract offer and the position shall be declared vacant. On a first-come, first-served basis, up to a Supervisory Union-wide total of ten (10) teachers shall be granted a two week extension upon written request to the Superintendent. The request shall be hand-delivered and date-stamped by the superintendent's Administrative Assistant or their proxy. Teachers who will not be offered a contract for the following school year shall be notified in writing no later than April 1st. As necessary, these contracts shall be adjusted after the successor to this Agreement is ratified to reflect the terms of said successor Agreement.
- 6.3 One-Year Contracts. The Board shall have the right to issue an employment contract for a period of one (1) year or less which expressly eliminates the teacher's right of contract renewal, layoff, and recall as provided in this Agreement to a teacher who
- a. replaces a teacher who, after May 15, has terminated their contract for the next school year; or
 - b. replaces a teacher who has been granted a leave of absence by the Board.
- 6.4 Proof of Licensure. A contract of employment issued by the Board and signed by a teacher shall be null and void if, by July 1, the teacher fails to provide the Superintendent a copy of a valid Vermont educator license or written verification from the WSESU Local Standards Board or the Vermont Department of Education that all of the requirements of licensure for their assignment have been fully met and the license is pending issuance by the Department.

ARTICLE 7
REDUCTION IN FORCE

- 7.1 Board Decision. Whenever the Board finds it necessary to reduce the size of the teaching staff of a school for the next school year, the layoff procedures herein shall be observed. The decision of the Board shall not be arbitrary or capricious. The Association shall be notified of any contemplated reduction in staff as soon as possible. The determination as to whether layoffs will be made and to what extent shall remain with the Board and such decisions shall not be grievable or subject to

arbitration.

7.2 Notification. When a teacher's position is eliminated, the teacher will be so notified, in writing, by April 15.

7.3 Layoff Determination. No teacher will be laid off under the provision of this Article if the reduction in staff can be accomplished by normal staff turnover, provided the remaining staff are licensed to perform the work. When a position is eliminated, the teacher to be laid off as a result of such elimination will be selected based upon license area(s) and the application of seniority within such license area(s).

When seniority is equal, the Board, through the Superintendent, reserves the right to use other criteria based upon the needs of the District in making its decision. Such other criteria will be grade level, subject area, performance evaluation criteria, and teaching experience within and outside the District as a full-time educational professional. The decision of the Board/Superintendent shall not be subject to grievance or other appeal.

7.4 Teacher Displacement Rights. A teacher whose position has been eliminated pursuant to the procedures herein shall have the right to displace the least senior teacher within the District in any of the areas in which they is licensed. The teacher shall notify the Superintendent in writing of their exercise of such displacement rights within ten (10) calendar days of receiving the layoff notice under 7.2. Thereafter, the Superintendent shall notify the less senior teacher that they has been displaced and will be laid off. Such displaced teacher shall have no displacement rights.

7.5 Recall. For a period of twelve (12) months from the effective date of layoff (July 1), teachers shall be recalled in the reverse order of layoff to any open position in the license area in which they were laid off or other area in which they are licensed. When a position becomes open, the Superintendent shall promptly send notification of the open position to the teacher who is eligible for recall by certified mail. It shall be the responsibility of the teacher to provide the District with their current mailing address while on layoff. If a teacher so notified fails to accept said position within fifteen (15) calendar days of receipt of notification, the teacher shall be deemed to have declined the position and to have waived all further recall rights. A teacher rehired under the provisions of this Article shall have all previously accrued benefits, as of the time of their layoff, reinstated as of the date they return to active employment. A part-time teacher shall have recall rights to an open position with a full-time equivalency (F.T.E.) equal to or less than the teacher's F.T.E. at the time they was laid off.

7.6 Seniority Definition. Seniority shall be defined as the teacher's most recent period of continuous employment with the District, beginning with the date that the teacher's individual contract is signed by the teacher. Part-time teachers shall accrue seniority on a pro rata basis.

7.7 Seniority Calculation. For purposes of this Article, seniority will be computed from the beginning of a teacher's most recent period of continuous employment in the school district, and will begin to accrue on the date the individual employment contract was signed by them. Seniority for the newly merged Mount Ascutney School District shall be calculated by combining the seniority lists from the former individual districts of Windsor and West Windsor. Seniority in the system will be established annually on December 1 via a seniority list, and will be posted and verified by the Association. On or before December 1 of each school year, the Superintendent shall cause to be prepared a seniority list for each school district. Said list shall include, in seniority order from most to least senior in the district, the following information in column form:

- Name of the teacher;
- Date of hire;
- Number of years of creditable service in the District for seniority purposes as of December 1;
- Licensing endorsements and the date(s) of expiration.

Seniority will continue to accrue during all paid leaves of absence and any unpaid leave of absence of less than or equal to one-half of the school year, provided however, that any unpaid leave shall be for consecutive days within the same school year and only one (1) unpaid leave of absence shall be counted towards seniority. Seniority will not be ended by unpaid leaves of absence, employment by the Board or by the Supervisory Union Board in a position outside the negotiating unit, or by layoff, but such time will not be counted in computing seniority; a teacher's total years of seniority will resume when such teacher returns to employment as a member of their original district.

ARTICLE 8 TEACHER EVALUATION & PERSONNEL FILES

8.1 Evaluation. The purpose of teacher evaluation is to improve the quality of instruction and provide feedback and assistance to a teacher to improve their effectiveness in the classroom and to identify successful education practices. All monitoring or observation of the work performance of a teacher will be conducted openly. Electronic devices may be used for observation of teachers. Video and audio recording may be used only with teachers' permission.

Each teacher shall be evaluated in writing by a building administrator or equivalent Supervisory Union administrator (for Supervisory Union employees) at least once a

year in the first two years of employment and at least once every three years thereafter. Additionally, artifacts related to activities undertaken by the teacher in accordance with the WSESU Teacher Supervision and Evaluation System may be used as evidence, with the exception of parent and student feedback surveys and standardized testing results, which will be used solely by the teacher to inform and improve their instructional practice.

Teachers will be given copies of any reports, evaluative documents, or summary evaluations prepared by the administrator within ten (10) school days of the visit or completion of the summary evaluation. Upon request of either party, a conference shall be held to discuss the evaluation. The teacher and the evaluator shall sign the official copy of the evaluation report, indicating that the teacher has reviewed the report. Such signature by the teacher shall not be construed to indicate either agreement or disagreement with the contents of the evaluation report. The teacher may respond in writing to the evaluation, and the response shall be included with the written evaluation.

- 8.2 Mentoring. The Board and the Association recognize that the induction of new teachers through a formal mentoring program will help to promote excellence in teaching and improve student achievement. The Board agrees to develop and implement a mentoring program for new teachers. Accordingly, every teacher new to the district shall have a mentor. Teachers who have been reassigned may be assigned a mentor at the building administrators discretion. Administrators will determine if a mentor will be assigned to an staff member as needed. Mentees are required to complete the program activities and documentation as described in the WSESU Mentoring Program Guidelines. Mentors will be identified by a building administrator by October 1st. The position of mentor is voluntary in nature; no teacher shall be required to mentor. Teachers who agree to serve as mentors must participate in training provided by the Supervisory Union. The mentor's task is to model, provide feedback, interpret, provide advice and support and generally help the mentee. The administration will facilitate the work of mentors by providing appropriate time, resources, materials and training. Mentors shall be paid a stipend of \$1,500 per year for mentoring teachers 5 or fewer years of experience or mentees assigned by administrators. Mentors shall be paid a stipend of \$750 for mentoring teachers new to the district with more than 5 years' experience. All mentors must complete the required documentation as described in the WSESU Mentoring Program Guidelines.
- 8.3 Personnel File. The Board shall maintain one personnel file per teacher and said file will be stored at the central office of the supervisory union. Only those persons who have an official purpose may inspect a teacher's file, and such file shall not be open to public inspection except as allowed by law.
- 8.4 Personnel File Content. No material adverse to a teacher's conduct, services, or character will be placed in their personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that they has read

such material by signing the actual copy to be filed, with the understanding that such signature merely signifies that they has read the material to be filed and does not necessarily indicate agreement with its contents. The teacher will receive a copy of the material placed in their file. The teacher will also have the right to submit a written answer to such material and their answer will be reviewed by the Superintendent, or their designee, and attached to the file copy.

- 8.5 Personnel File Review. Teachers shall have the right, upon request, to review the contents of their personnel files and to receive a copy of any document contained therein. A teacher will be entitled to have a representative of the Association accompany them during such review. The Superintendent or their designee will be present during the review of the personnel file. Once every three (3) years, a teacher will have the right to indicate those documents and/or other materials in their file that they believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent. If the Superintendent agrees, in their sole discretion, the documents will be removed from the personnel file and destroyed.
- 8.6 References and Related Documents. All personal references, letters of recommendation, and related materials used in the initial hiring of a teacher shall be kept confidential and shall not be shared with the teacher.

ARTICLE 9 PROFESSIONAL DEVELOPMENT

- 9.1 Professional Development Program. Teachers shall engage in a professional development program which is designed to improve the quality of education for students, directly connect to standards for student performance, and directly relate to school improvement plans and educational performance goals established by the Board, as well as the VT Core Teaching Standards and/or pertaining to each teacher's supervision and evaluation schedule, projects, or goals.
- 9.2 Salary Schedule Credits. Earned credits for college courses may be considered for salary schedule advancement only when such credits are taken as part of a program for professional improvement which is approved by the Superintendent in advance of the teacher enrolling in such courses. The determination as to whether a teacher's program and/or a particular course is directly connected to the program of professional improvement, school improvement and district goals, and supervisory union goals, as well as to the teacher's IPDP and goals, is within the discretion of the Superintendent.
- 9.3 Notice Requirement. Salary recognition for additional approved credits beyond the Bachelor's Degree shall be in accordance with the salary schedule hereto attached. A teacher who intends to qualify for horizontal movement on the salary schedule shall give written notice to the Superintendent by December 15, for placement on the

new column commencing on the first teacher employment day of the subsequent school year. The teacher shall be deemed to have satisfied the notice provision upon receipt of a letter from the Superintendent confirming the December 15 notice requirement. Notifications under this provision are valid for one school year only.

9.4 Eligible Credits. Eligible credits shall include course credits awarded by an accredited college or university and approved by the Superintendent. It shall be the responsibility of the individual teacher to provide the Superintendent with the appropriate documentation, as determined by the Superintendent, of completion of the credits with a grade “B” or better. In courses where the normal grade is pass or fail, the teacher shall provide proof of satisfactory participation and completion of the course. Teachers who earn additional academic credits sufficient to change columns from the salary schedule prior to September 1, and who provide written documentation of such credits to the Superintendent on or before September 30, shall receive the appropriate salary increase effective at the start of the school year, provided such teachers have complied with the notice requirements of paragraph 9.3. Teachers who earn and provide written documentation of such credits after September 30, but prior to March 1, will be credited with the appropriate salary increment effective March 1, provided such teachers have complied with the notice requirements of paragraph 9.3.

9.5 Tuition Payment:The boards shall establish a pool of \$152,475 per fiscal year for payment of tuition costs as provided herein (H-47,475;WS- 25,000;MASD-63,000; SU-17,000), as provided herein, to a maximum total expenditure for the pool amount per fiscal year. From this pool, courses, workshops, or conferences may be taken by a teacher for professional growth under the conditions noted herein.

- A. Prepayment or tuition reimbursement for coursework up to the cost of six (6) college credits at the UVM in-state rate for the academic year. Multiple workshops and conferences may be prepaid or reimbursed up to a maximum dollar amount of three (3) college credits at the UVM in-state rate for the academic year.
- B. Prepayment or reimbursement must be requested by the teacher using the District’s approved Course Approval Form and approved by the Superintendent in advance of enrollment or registration. No course, workshop, or conference will be approved less than two (2) weeks prior to the beginning of the course. In unusual circumstances, the Superintendent may, at their sole discretion, waive the two-week notice.
- C. The course, workshop, or conference shall be part of a program of professional improvement and growth as approved by the Superintendent. Teachers shall indicate how the requested activity fits their professional development program as defined in 9.1. The Superintendent, upon recommendation of the Principal, shall exercise sole discretion as to whether

a particular course, workshop, or conference is directly connected to the school improvement plans and District goals, as well as to the teacher's IPDP and goals.

- D. The District shall prepay approved courses, workshops, or conferences. Monies advanced to the teacher shall be considered advanced under a loan agreement. If the teacher drops the course or fails to obtain the necessary grade, they shall repay the District within sixty (60) calendar days. The Superintendent may require teachers requesting prepayment to complete a form which constitutes a loan agreement and authorization for payroll deduction.

A teacher may elect to be reimbursed for courses, workshops, or conferences. In such instances, reimbursement shall be provided only after the teacher has provided the Superintendent with proof that they has earned a minimum grade of "B." In the event that the only grade is pass or fail, the teacher shall pass the course and provide proof of satisfactory participation and completion of the course.

- E. If money remains in the pool after the payment of six credits per teacher, as provided above, said remainder will be available for the prepayment or reimbursement of up to three additional credits per teacher on a pro-rated basis (proportionate to amount requested), provided the requirements of 9.5 A – D are satisfied by May 1. Teachers shall submit requests for approval of additional coursework, conferences, or workshops no later than May 15. All requests for prepayment shall be submitted no later than June 1; requests for reimbursement shall be submitted no later than June 15. At the beginning of each quarter (July, October, January) and on May 1, the District shall advise teachers of the funds remaining in the pool.
- F. If, after Sections 9.5 A – E have been satisfied, money remains in the pool, said remainder shall be retained by the District.
- G. Prepayment or reimbursement under this Article is limited to tuition for registration fees, and college credits, and for registration for conferences and workshops. Expenses for travel (including reasonable airfare), lodging, and meals shall be reimbursed in accordance with IRS Per Diem- Lodging M&IE or other reimbursement rates. Such reimbursement rates shall be regarded as a cap on the maximum reimbursement; the teacher shall provide a receipt for all expenses. Total travel, lodging, and meal expenses cannot exceed two times the cost of the conference or workshop. The maximum reimbursement for a conference or workshop, including all fees and expenses, is limited to the cost of a three (3) credit course.
- H. Tuition reimbursement under this Article shall be prorated for part-time teachers.

- 9.6 District Workshops and Courses. The Board reserves the right to conduct workshops and/or courses, etc. for the teachers, for the sole purpose of improvement of instruction or curriculum development which will benefit the teachers and the students. Normally, workshops will not count as college credit, but in most instances could be used for recertification credit. Any course or workshop which teachers are required to attend by the Board or the administration shall be paid for by the Board.

ARTICLE 10
WORK DAY & WORK YEAR

10.1 Work Day

For all districts the following workday shall apply:

- A. The Board shall have the right to establish the beginning and ending times, length, schedule, and structure of each school's teachers' normal workday, provided it does not exceed seven and one-half (7.5) hours per day. The workday of the supervisory union teachers will be of the same duration, with the beginning and ending times designated by the Superintendent. During the normal school day, teachers will be provided daily preparation time in the following amounts:
1. **High School teachers** will be granted at least 85 minutes of preparation time per day, excluding lunch periods.
 2. **Elementary teachers** will be granted at least 45 minutes of preparation time per day, excluding lunch and recess periods.
 3. **Supervisory Union teachers** working in the Mount Ascutney School District will be granted the equivalent planning time of elementary teachers.
- B. Teachers can be required to supervise students before school, after school, during lunch, or during recess, provided this time falls within the normal workday. These duties will be assigned by administration in an equitable fashion.
- C. The school calendar established pursuant to 16 V.S.A. § 1071 and the Regulations of the State Board of Education shall not be subject to the Grievance and Arbitration procedures of this Agreement.
- D. All teachers will have a 30 minute duty-free lunch period. No teachers will be required to attend meetings or conferences during the lunch period.
- E. Windsor High School teachers may be assigned up to two hundred seventy (270) minutes of classroom teaching per day.

10.2 Work Year

For all districts the following work year shall apply:

- A. For the purpose of this Agreement, the school year shall consist of one hundred eighty-four (184) days, of which one hundred seventy-five (175) shall be teaching days. Of the remaining 9 days, hereinafter called in-service days; up to 2 (two) shall be scheduled for parent-teacher conference days; 2 (two) for classroom preparation; one scheduled at the beginning of the year and one scheduled at the end of the year. Each of the classroom preparation days shall be free of scheduled meetings unless, upon mutual agreement, an emergency arises to the contrary. The remaining 5 (five) days shall be for professional development activities. At least one professional development in-service day shall be scheduled prior to the opening of school.
- B. Newly hired teachers shall be required to attend one additional paid day of orientation in addition to the days specified in Section 10.1A.
- C. Up to two parent-teacher conference days may be scheduled outside the normal school/work day to allow for maximum participation of parents. The Building Administrators, in consultation with teachers, will determine a schedule that fairly and equitably meets the equivalent of the one or two days.
- D. The Association agrees to participate in all professional development activities as described in section 10.1A and, when they deem necessary, make recommendations for the continual improvement of said professional development in-service programs.
- E. Any increase in the minimum number of student contact days mandated by the State of Vermont will be subject to negotiations. This article shall be specifically subject to all regulations of the State Board as well as the Vermont Statutes Annotated.
- F. The superintendent will meet and confer with the Associations prior to recommending a school calendar to the Board(s). Such a calendar will set forth the intent of Article 10.5A. The superintendent and an Association representative will jointly present the recommended calendar to the Supervisory Union Board.

ARTICLE 11

SALARIES & COMPENSATION

- 11.1 Per Diem Adjustment. In the event that a teacher is required to work other than the contracted days and needs to have their salary adjusted, the salary shall be increased or decreased by their per diem pay. Teachers who agree to tutor students before or after school shall be paid at a rate not to exceed \$30.00 (thirty dollars) an hour. Teachers who participate voluntarily in summer professional development or curriculum work will be compensated at a rate of \$30.00 per hour.
- 11.2 State Mandates. Should State requirements change so as to mandate increases in the teacher work day or teacher work year with respect to matters specified in Article 10 & Article 11, the parties agree to meet and confer over the impact of any such changes.
- 11.3 Team Leaders. The pay for Team Leaders (and other stipends) at Windsor High School is set forth in Appendix A. Team Leaders will teach a full load. On an annual basis, the appointment and retention of teachers to the position of Team Leader shall be at the discretion of the Board.
- 11.4 Payroll. The annual salaries of teachers shall be paid bi-monthly on the 1st and 15th of every month. Employees may choose to receive their checks over ten (10) months or over twelve (12) months as long as the request is in writing by May 1st. Teachers shall be paid by electronic deposit of their paychecks.
- 11.5 Mileage Reimbursement. Teachers who are required to travel on School District business outside of the District with prior approval of the Principal or Superintendent will be reimbursed at the prevailing IRS mileage reimbursement rate.
- 11.6 403(b) Annuities. The Board shall offer and maintain a tax-sheltered retirement program established by the Board. Such program shall be available to teachers on a voluntary basis consistent with Board policies.
- 11.7 403(b) Match. Beginning on January 1, 2022, the Board will match a member's 403b contribution at a rate of \$0.50 for every \$1.00 contributed by the employee. The employer's match shall be capped at 1% of the employees' annual contract amount. For purposes of this article the term "annual contract amount" shall mean the member's annual base salary, exclusive of any extracurricular or other additional compensation. Member's contributions under this article may be directed to any service provider available through the District. A list of these providers will be posted on the staff section of the District website. All fees charged by the Districts' Third Party Administrators or their partners and affiliates will be incurred by the District. Payments will be made under the Department of Labor and IRS requirements.

Enrollments in the 403b program are on a rolling basis and the match will be available to all employees after January 1, 2022. All **Hartland** Teachers currently enrolled in the 403b plan on or before January 1, 2022, shall be entitled to a continued 2% match so long as they are continuously employed by the Hartland District. No other employees, regardless of seniority shall be entitled to the Hartland 2% match.

- 11.8 Salary Schedule Placement. Each newly hired teacher shall be placed on the applicable Salary Schedule (Appendices D, E & F) as of the beginning of the first school year for which the teacher is hired. This initial placement shall be based on the District's assessment of the teacher's previous teaching, or other relevant experience, and level of education. A new teacher may be placed on any step of the salary schedule, in the appropriate degree category, which equates to or is less than the number of years of credited experience.
- 11.9 Retirement Benefit. From time to time, each Board may approach the Association in each District regarding an early retirement incentive.

ARTICLE 12 INSURANCE

- 12.1 General. The District agrees to provide all insurance coverage for teachers as set forth in this Agreement, subject to the eligibility requirements of the individual insurance carrier unless such eligibility requirements are modified by the terms of this Agreement. The District shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such a claim; further, the District shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional service pursuant to the insurance coverage set forth in this Agreement. By mutual agreement, the District and the Association may elect to change the insurance carrier or plan noted herein during the life of this Agreement. In the event that a teacher's spouse or civil union partner is employed by the District, the District will be obligated to provide only one insurance plan for the spouses or civil union partners as a unit (e.g., two-person or family plan).
- 12.2 Health Insurance : See Appendix B (expires 12/31/2022), See Appendix C (for years 2023 forward).
- 12.3 Dental Insurance. The Board shall provide and pay 100% of the premium costs for a single, two-person, or family Delta Dental Plan, or mutually agreed upon equivalent plan, for each teacher. The Plan will include the following benefit coverage and percentages:

Coverage A (Preventative)	100%
Coverage B (Restorative)	80%
Coverage C (Prosthodontics)	50%

12.4 Long-Term Disability Insurance.

- A. Teachers shall be entitled to coverage under a long-term disability insurance (LTD) plan and carrier selected by the District. Said plan shall provide an eligible teacher, on a monthly basis, with sixty percent (60%) of said teacher's salary to a maximum of \$2,500. Said disability plan shall have a ninety (90) calendar day elimination period and will have benefits available to eligible teachers to age 65. Mental illness shall be treated as any other illness. The plan shall also include a cost of living rider.
- B. The Board shall be responsible for 100% of the premium cost of this LTD insurance plan.
- C. Once a teacher has been receiving a combination of sick leave and LTD benefits pursuant to this Agreement for a period of fifteen (15) consecutive months, said teacher shall no longer be considered an employee of the District provided the teacher has also exhausted their paid sick leave and has not been otherwise granted a long-term leave of absence beyond said 15 months.

ARTICLE 13
LEAVES

- 13.1 Individual Sick Leave. Teachers shall be entitled to paid leave for absences due to personal illness or physical disability, including disabilities connected with or resulting from pregnancy, at the rate of fifteen (15) days per school year.
- 13.2 Sick Leave Purposes. The use of sick leave shall only be for a bona fide illness, physician appointments, or family illness (immediate family as defined in Bereavement Leave). The Principal and/or Superintendent may require satisfactory evidence of illness when the use of sick leave is five (5) or more consecutive days. However, it shall be the right of the Superintendent or their designee to require in a timely manner acceptable verification of illness in any instance in which they has reason to believe that the use of sick leave has not been for a bona fide illness and no action shall lie against the Superintendent, at law or by grievance, for the Superintendent's exercise of such right.

A. The unused sick days will be allowed to accumulate from year to year to a maximum of one hundred twenty (120) days. If a teacher should accumulate the maximum 120 days, the teacher will start the contract year with a credit of an additional fifteen (15) new days sick leave with the understanding that if the additional fifteen (15) new sick days are not used during the contract year, they will not be added on to the teacher's total accumulation. Any teacher who has accumulated more than 120 days as of July 1, 2011, shall retain such excess days until they are utilized.

B. Leave up to fifteen (15) days per school year of the amount accumulated under the individual teacher's sick leave and deducted from the same shall be allowed for illness in the teacher's immediate family (immediate family as defined in Bereavement Leave).

C. Upon severance from the district, each teacher who has taught in the system for the last fifteen (15) years will receive, as severance, an amount equal to \$30 per day for each unused accumulated sick day.

D. Teachers will be given an accounting of their accumulated sick leave days no later than September 15 of each school year. Thereafter, an accounting will be given at least monthly.

E. Teachers who have accumulated the maximum days of sick leave will be allowed to cash in up to fifteen (15) days of sick leave and any unused personal days annually at the rate of \$20 per day.

13.3 Sick Bank

A. The Board agrees to the establishment of a sick bank, which will be allowed to accumulate a maximum of 180 days in any one school year. The sick bank will be administered by the Association, with oversight by the Board. When the Association receives a request from a teacher, the Association will share that request and all relevant documentation (per 13.3 C) with the Board (through the Superintendent or their designee); once a decision has been reached, the Association will notify the Board of the action(s) taken (days not granted or number of days granted and specific dates; if there exists the possibility of future requests for the same illness, that should be noted at this time as well). If the Board believes that the decision to grant days did not meet the requirements defined in 13.3 C, the Board may summon the sick bank committee to a meeting to discuss its questions or concerns. If the Board concludes that the granting of days did not meet the specified criteria, the Board may elect to pre-deduct the appropriate number of days from the teacher's individual leave for the following year. If the Board determines that the Association

has repeatedly granted sick bank requests that do not meet the specified criteria—three within a single school year—the Board may elect to assume direct supervision over the actions of the sick bank committee for not more than one (1) school year. If such supervision is assumed, the Superintendent or their designee will have to approve all sick bank committee decisions made (during the period stated) before days are granted to requesting teachers.

B. In the first year of employment, each teacher shall contribute two (2) days from their individual sick leave account. Thereafter, if the sick bank total falls below one hundred fifteen (115) days, once per school year each teacher shall immediately contribute one (1) day from their individual sick leave account to refurbish the 180-day total. New teachers shall be limited to a maximum contribution of (2) two days in their first year of employment. Days left in the sick bank at the end of any year will roll over into the following year.

C. Any member of the sick bank who has incurred a sickness or injury resulting in that member's inability to perform their professional duties for a limited and defined period of time may withdraw up to sixty (60) days in a given year (but no more than the number of days needed to qualify for LTD insurance benefits), and no more than eighty (80) over two consecutive years, with the permission of the committee. Before a member can be reimbursed for absence through the sick bank, they must:

1. Have exhausted their accumulated sick leave.
2. Have a letter sent to the sick bank executive committee from an attending physician verifying the member's disability and a projection of when they will be able to resume their responsibilities.
3. Have been granted their withdrawal request by the executive committee.
4. Demonstrate to the committee that students would not be adversely affected over an extended amount of time by the absence of the teacher.

13.4 Disability Insurance. The Board provides a "Long-Term Disability Insurance Plan". See Article 12.7 for further information.

13.5 Personal Leave

- A. Teachers shall be eligible for three (3) days of paid leave for personal leave. It is the intent that personal leave will be used to conduct personal legal business or family business that cannot be conducted at any time other than during working hours. Personal leave may not be taken the day before or the

day after vacation or holiday except with approval of the Superintendent or their designee. The Principal will be notified at least forty-eight hours in advance of the intended leave except in cases of emergency.

- B. Teachers shall be eligible to use up to two (2) days of paid leave for Religious Holidays not otherwise specified by the school calendar. In all instances of absence for Religious Holidays, advance notice shall be given by the teacher to the Building Principal at least three (3) school days before such absence. In the event of a shortage of substitutes related to Religious Holidays, Principals may temporarily reassign staff to ensure proper coverage including the use of planning periods if necessary.

- 13.6 Bereavement Leave. Up to five (5) days per occurrence, not cumulative, shall be granted each teacher, due to a death in the immediate family. Immediate family shall be defined as parents, spouse, civil union partner, siblings, grandparents, children (including step/foster children and those for whom the teacher has been appointed guardian), grandchildren, and the corresponding in-laws of same. Bereavement leave decisions, including the provision of leave beyond the immediate family, may be appealed to the Superintendent.
- 13.7 Professional Leave. Professional leave with pay, not to exceed three (3) days per year, may be granted by the Principal. Professional leave is to enable teachers to attend programs, engage in school visitations, or participate in other activities of an educational nature which are directly connected to school improvement plans and district goals or to a teacher's individual professional goals. When a teacher is requested to be absent from school for professional purposes, such time shall not count as professional leave. Professional leave may be extended at the sole discretion of the Superintendent or their designee.
- 13.8 Other Leaves. Leaves for all other reasons may be granted at the discretion of the Board at no pay.
- 13.9 Military Leave. The Board shall comply with the requirements of federal and state law, including the Uniformed Services Employment and Reemployment Rights Act, for teachers eligible for military leave.
- 13.10 Jury Duty. Temporary leave shall be granted for jury duty. The teacher shall receive their regular salary during the time of leave for civic duty, and shall in turn pay to the Board any salary they receives for this civic duty, the net effect being that the teacher will receive the same amount of money whether they is on leave or not.
- 13.11 Leave of Absence. Upon written application by a teacher, the Board may, at its discretion, grant a leave of absence without pay. Teachers will retain all accumulated sick leave, seniority, and step on salary schedule during the leave of absence. A teacher on leave of absence may continue to have health insurance

coverage in the plan if they pays the full premium in monthly installments as they become due, provided this does not conflict with the insurance carrier's regulation. The Superintendent may establish a date by which the teacher shall notify the District of their intent to return from the leave of absence. It is understood that the Board will in no event exercise its authority under this provision in order to dismiss a teacher in an arbitrary or capricious manner.

13.12 Child Care Leave. All teachers are eligible to apply for an unpaid leave of absence for the purpose of child care leave. Employees who apply shall be entitled to at least twelve (12) weeks unpaid leave; at the discretion of the Board, this leave may be extended for up to one (1) year.

A. All teachers shall be given equal rights with regard to leave and will be eligible for the same benefits. The condition of the teacher and/or partner shall determine the necessity for such a leave prior to the birth of the child. After the birth of the child, they shall be entitled to all of the aforementioned provisions of the Agreement.

B. Any teacher adopting a child shall be eligible for child care leave under the same terms and conditions available to a natural parent as outlined herein. Leave may commence upon receiving de facto custody of said child or earlier if necessary to fulfill the requirements of adoption. After the adoption of the child, they shall be entitled to all of the aforementioned provisions of the Agreement. Whenever a teacher is entitled to and/or granted paid or unpaid leave pursuant to the terms of this provision and the teacher is also entitled to leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to this provision and that which is provided pursuant to the FMLA/PFLA will be provided concurrently.

13.13 Statutory Leave. To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the Federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (PFLA). Leave pursuant to each of these acts shall be provided according to the Board's policies and practices. Pursuant to these policies and practices, whenever a teacher is entitled to and/or granted paid or unpaid leave pursuant to the terms of this Agreement and the teacher is also entitled to leave pursuant to the FMLA and/or PLFA for the same occurrence, both the leave provided pursuant to this Agreement that which is provided pursuant to the FMLA/PFLA will be provided concurrently. Also, FMLA/PLFA leave will be provided concurrent with Workers Compensation benefits where concurrent entitlement exists. All other matters regarding the administration of leave provided pursuant to the FMLA and PFLA shall be as provided by the District's policies and practices. Notwithstanding the eligibility requirements of the FMLA/PFLA, the Board agrees to extend statutory leave to teachers employed by multiple WSESU member districts with a combined F.T.E of

0.80 or more and to part-time teachers employed by the Weathersfield District as of July 1, 2011.

13.14 Workers' Compensation. When a teacher receives Workers' Compensation benefits, they shall also use their accumulated sick leave to offset the difference between the Workers' Compensation benefits and their full salary. This shall be accomplished by the teacher endorsing all Workers' Compensation benefit checks over to the District, including those received during all holiday and vacation periods (including summer vacation); the District will then pay the teacher their full salary and deduct 1/3 of a sick day from the teacher's accumulation for each school day of absence. The Board shall also continue to pay its share of all insurance benefits provided by the Agreement until the teacher's sick leave is exhausted. Accumulated sick leave does not include additional sick leave for the new contract year. The Board may elect to stop payment of sick leave salary until receipt of Worker's Compensation benefits from the teacher. The Board may grant unpaid leave of absence upon request of the teacher. However, the Board has no contractual obligation to such teachers.

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

- A. A teacher contracted to work partial days for an entire school year shall be entitled to a total number of days noted in this Article but shall be paid for each day at the per diem rate for the day of absence; i.e., a teacher contracted to teach one-half a day will receive a half day of pay for each day of absence.
- B. A teacher contracted to work full days for part of the school year shall receive full pay for each day of absence but shall only be entitled to a pro-rata number of specified days of leave.
- C. A teacher contracted to work partial days for part of the school year shall have both the specified number of days and their pay for each day prorated by their FTE.

13.16 Sabbatical Leave

- A. The Board may permit members of the professional staff to go on a sabbatical leave for the purpose of self-improvement to benefit the school system through study or research.
- B. A sabbatical may be either a full school year or one half-year in length.
- C. A staff member shall have completed seven (7) years of service to the district to be eligible to apply for sabbatical leave. To be eligible for a further

sabbatical leave, a teacher shall have completed seven (7) additional years of service to the District.

- D. Applications for sabbatical leave must be submitted in writing to the Board, through the Superintendent, no later than January 1 of the year of the proposed sabbatical. Applications shall contain, but not be limited to, the following:
 - 1. The reasons for the sabbatical;
 - 2. The benefits the leave will provide to the District;
 - 3. An example of the evidence that will be provided to the Board indicating satisfactory completion of the sabbatical.
- E. The Board shall grant or deny sabbatical requests, in writing, on or before April 15 of the school year preceding the sabbatical.
- F. The Board may grant sabbatical leave to a teacher at one-half full pay or no pay.
- G. Conditions of sabbatical:
 - 1. Staff members on sabbatical leave shall be subject to the provisions of this Agreement.
 - 2. The teacher will continue to receive all benefits, except salary in the case of an unpaid sabbatical, to which they is entitled, for the duration of the leave. The payment and provision of benefits to a teacher on sabbatical leave shall be under a loan agreement. The teacher shall submit a written statement to the Board agreeing to return to the district for at least two (2) years of service after the conclusion of the sabbatical leave. If the teacher does not return, or does not complete the terms of the sabbatical plan presented to the Board, then they must repay the cost of all benefits received while on sabbatical;
 - 3. A teacher returning from leave of absence shall be placed on the step of the salary schedule they would have been on during the year of leave, and in the column appropriate to their education. On return from a leave of absence, a teacher will be assigned to the same position which they had at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- H. Not later than April 1 immediately preceding the school year in which a teacher is due to return from sabbatical, they must clarify their intent to return to full-time teaching duties in writing to the Board; in the case of a

half-year sabbatical, the notification date shall be established by the superintendent. If the teacher on sabbatical fails to comply with this requirement, said inaction will be the equivalent of a formal resignation.

- I. Providing the timelines of Article 13.16 are adhered to, decisions of the Board under this Article shall be final and are not subject to the grievance provisions of this Agreement.

ARTICLE 14 GENERAL PROVISIONS

- 14.1 Severability. If any provision of this Agreement or any application of this Agreement to any 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. The parties will meet not later than thirty (30) days after such holding to renegotiate the provision or provisions affected.
- 14.2 Individual Contract Consistency. Any individual contract between the Board and an individual teacher heretofore or hereinafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 14.3 Distribution of Agreement. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to the Association for distribution and explanation to all teachers currently employed and hereafter employed by the Board. The Board will also provide the Association with a single copy of the School Directors' Policies and an electronic copy of this agreement.
- 14.4 Extra-Curricular. A list of extra-curricular positions and any applicable stipends will be posted by October 1 of each school year.

ARTICLE 15 STRIKES & SANCTIONS

- 15.1 The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there shall be no strikes, sanctions, work stoppages, or other concerted refusal to perform work by the teachers covered by this Agreement, nor any instigation thereof, during the life of the Agreement.

ARTICLE 16
NOTICES

- 16.1 Notice to the Parties. Whenever written notice to the School Board is provided for in this Agreement, such notices shall be addressed to the Hartland, Weathersfield, Mount Ascutney, c/o Superintendent of Schools. Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President, Hartland, Weathersfield, or Windsor Southeast Education Association, at their business address. Either party by written notice may change the address to which future notices to it shall be given.

ARTICLE 17
BOARD RIGHTS

- 17.1 Board Rights. It is herein agreed, that except as specifically and directly modified by the express language in a specific provision of this Agreement or otherwise mutually agreed to, in writing, between the parties, all management functions and responsibilities, including the determination of education policy, the operation and management of the schools, and the control, supervision, and direction of the staff are vested exclusively in the Board.
- 17.2 Exercise of Rights. The Board's exercise of any retained right or function in a particular manner shall not preclude the board from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.
- 17.3 Delegation. It is understood that the Board may carry out its functions and responsibilities through the Superintendent and his or her staff, as well as other managers, supervisors and the Principal(s).

ARTICLE 18
TRANSITION OF SPECIAL EDUCATOR EMPLOYMENT

- 18.1 Cessation of Employment. In the event Windsor Southeast Supervisory Union ceases to be the employer of transitioned special education teachers, such employee(s) will be recognized as members of the bargaining unit of their original employing member school district within the Windsor Southeast Supervisory Union, retaining all salary, seniority, and benefits, and the employment of such teachers shall be assumed by such member district.

ARTICLE 19
FINAL RESOLUTION

- 19.1 Entire Agreement. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters whether or not covered by this Agreement. The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties, except where such agreements have been reduced to writing and signed by the parties.

ARTICLE 20
DURATION

- 20.1 Term. This Agreement shall continue in full force and effect until twelve o'clock midnight June 30, 2024, and from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October 15 preceding the contract year specified in Article 2.1 of this Agreement.
- 20.2 Extension. This Agreement may be extended from time to time beyond its expiration date by mutual agreement of the representatives of the Association and the Board as defined in Article 1.

IN WITNESS WHEREOF the parties hereto have set forth their hands and seals this 7th
day of February, 2022.

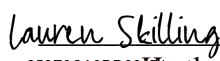
FOR THE BOARDS OF SCHOOL DIRECTORS

FOR THE ASSOCIATIONS

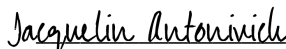
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Hartland Board

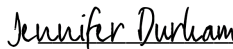
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Weathersfield Board

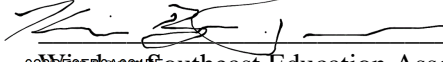
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Mount Ascutney Board

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Windsor Southeast Education Association

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Windsor Southeast Supervisory Union Board

Appendix A

MOUNT ASCUTNEY SCHOOL DISTRICT TEAM LEADERS PAY SCHEDULE

TEAM LEADERS

Humanities	\$2,320.00/Year
Practical and Applied Arts	\$2,320.00/Year
Math, Science and Technology	\$2,320.00/Year
Special Education	\$2,320.00/Year

ADDITIONAL STAFF STIPENDS (All Districts)

Spelling Coach	\$300/Year (Seasonal)
Geobee Coach	\$300/Year (Seasonal)
Middle School Math Coach	\$500/Year (Full Year)
High School Math Coach	\$600/Year (Full Year)
6/8th Grade Graduation Coordinator	\$400/Year
K-8 Student Council	\$500/Year
High School Student Council	\$1,000/Year
High School Science Fair	\$1,000/Year

These additional stipend positions listed above will replace the current stipend amounts in each individual school, for these positions only. Other stipend positions previously established by individual schools, not listed above, will remain status quo. Further, nothing in this language prevents a school district from establishing a new stipend position with school board approval.

Appendix B

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

Article I. Recognition

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

Article II. Definitions

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

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

Article III. Scope of Bargaining

3.1

- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;

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

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

Article IV. Plan Offerings

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

Article V. Eligibility for Health Benefit Coverage

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

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

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

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

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

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

Domestic Partner/Child(ren) of Domestic Partner

The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan;
and the employee and the domestic partner are 18-years old or older;
and neither the employee nor the domestic partner is married to anyone;
and the employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law;
and the employee and the domestic partner are competent to enter into a legally binding contract;
and the employee and the domestic partner have agreed between themselves to be responsible for each other's welfare.

The employee may be required to produce documentary evidence in support of a Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership.

Child[ren] of Domestic Partner:

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

5.7 Duration of Insurance Availability:

The health insurance offered under this Document shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely

affect a district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.

Article VI. Premium Cost-sharing Employers and Employees

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

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

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

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

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

8.1 Cost Sharing: Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for health insurance coverage according to this Document ("Eligible Employee with Multiple

Employers”) as follows: Each district will bear a proportional premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee’s contract. For example, if district “A” has a 60% employment contract/relationship with the school employee, District “A” will be responsible for 60% of the total district costs sharing responsibility set forth herein.

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

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

Article IX. General

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

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

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

Article X. Duration of Statewide Document

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

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

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

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

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

Appendix C

Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61 For The Period of January 1, 2023 through December 31, 2025

Article I. Recognition:

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

Article II. Definitions:

2.1 The term School Employee is hereby defined to mean:

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees), excluding superintendents, who provide educational services requiring a professional administrator's license from AOE.
- c) All Other School Employees as defined in 21 V.S.A. Section 1502, including:
 1. Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722;
 2. An individual employed as a supervisor as defined in 21 V.S.A. Section 1502;
 3. A confidential employee as defined in 21 V.S.A. Section 1722;
 4. A certified employee of a school employer and

5. Any other permanent employee of a school employer not covered by subdivisions 1-4 of this subsection (c).

Article III. Scope of Bargaining:

- 3.1 The Commissioner's scope of bargaining shall include:
 - a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
 - b) Standardizing the duration of health insurance coverage during a term of employment;
 - c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time;
 - d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees as per the Tentative Agreement (TA) executed by the employer and employee commissioners on July 17, 2019, in the first round of statewide health care bargaining.

Article IV. Limited Jurisdiction:

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

Article V. Plan Offerings:

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

Article VI. Eligibility Standards:

- 6.1 Public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with

an employer subsidy to pay for a portion of applicable premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans offered by VEHI as delineated above. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

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

6.3 Part-Time status: Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions for premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made available in full regardless of the number of hours worked between 17.5 and full time, and not pro-rated.

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

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

6.6 Domestic Partner Benefits: An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy all of VEHI's current eligibility criteria and submit an affidavit in the format required by VEHI, all as posted on VEHI's website, to the district business office.

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

Article VII. Premium Cost-sharing: Employers and Employees:

7.1 For Teachers and Licensed School Administrators as defined in sections 2.1a and 2.1b: Each employer will contribute eighty (80%) percent of Gold CDHP or 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.

7.2 For all Other School Employees as defined in section 2.1c: Beginning on January 1, 2023, and on each January 1 for the duration of this Agreement, all employees covered by this section

7.2 who are not at the 20% premium contribution level will increase the employee contribution by one (1%) percent but not to exceed twenty (20%) of Gold CDHP or 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.

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

8.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through an HRA in the following amounts: for licensed administrators and teachers as defined in section 2.1a and 2.1b, \$1900 for single-tier coverage and \$4000 for all other tiers of coverage; for support staff as defined in section 2.1c, \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP 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: For licensed teachers and administrators, \$1900 for a single tier and \$4000 for all other tiers; for support staff, \$2200 for a single tier and \$4400 for all other tiers.

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

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

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

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

Article X. Third Party Administrator Services:

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

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

10.3 The TPA chosen shall be able to provide debit cards to facilitate payments when autopayment is not an option. Debit cards are expected to be provided to employees prior to January 1 of each year of this Agreement or, in the case of new employees, as soon after their commencement of employment as practicable. In the event of the failure of the TPA to deliver a debit card when due, such card shall be provided as promptly thereafter as possible.

Article XI. Grievance Procedure

11.1 Either a local public school district or a union representing public school employees may file a grievance with the Commission concerning the interpretation or application of the statewide agreement concerning health care benefits for Vermont public school employees. The grievance must be filed with the Commission within thirty (30) days after the grievant knows or should have known of the events giving rise to the grievance. If a majority of the Commission is unable to resolve the issue within thirty (30) days, the matter shall be referred to final and binding arbitration. If the Commission is unable to agree on an arbitrator, the matter shall proceed to arbitration pursuant to the rules of the American Arbitration Association.

Article XII. Incorporation by Reference:

12.1 All terms and conditions of this Agreement will be incorporated by reference in all collective bargaining agreements for applicable school employees in accordance with applicable laws and shall be posted and available for access on the Vermont-NEA, the Vermont School Boards' Association, and the American Federation of State, County, and Municipal Employees (AFSCME) websites. If agreed to by a school employer and the union(s) representing its eligible

employees, this Agreement shall be included as an appendix in said collective bargaining agreements.

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

Article XIII. Disclaimer:

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

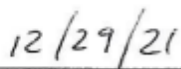
Article XIV Duration:

14.1 The provisions of this Agreement, as supplemented by any binding arbitration award(s) issued by the LBO Panel, shall take effect on January 1, 2023 and continue in full force and effect until December 31, 2025 unless amended or extended by mutual written agreement between the parties hereto.

For the Employer Commissioners:

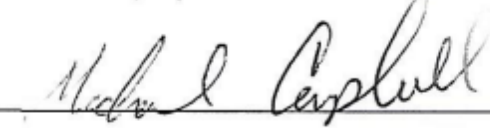


Elizabeth Fitzgerald, Chair, Duly authorized

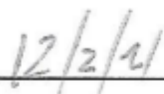


Date

For the Employee Commissioners:



Michael Campbell, Chair, Duly authorized



Date

Appendix D

Hartland, Weathersfield, West Windsor, Windsor and WSSU Teachers 2021-2022 Salary Schedule

Year One Base 41,911
Vertical Index 0.034
Horizontal Index 0.042

Step	Index	BA		B+15		B+30		MA		M+15		M+30		M+45	
		0	3	0	5	0	7	0	9	0	11	0	13	0	15
A	1	\$41,911	1,042	\$43,671	1,084	\$45,432	1,126	\$47,192	1,168	\$48,952	1,210	\$50,712	1,252	\$52,473	1,296
B	2	\$43,336	1,076	\$45,096	1,118	\$46,856	1,160	\$48,617	1,202	\$50,377	1,244	\$52,137	1,286	\$53,898	1,320
C	3	\$44,761	1,110	\$46,521	1,152	\$48,281	1,194	\$50,042	1,236	\$51,802	1,278	\$53,562	1,320	\$55,323	1,354
D	4	\$46,186	1,144	\$47,946	1,186	\$49,706	1,228	\$51,467	1,270	\$53,227	1,312	\$54,987	1,354	\$56,747	1,388
E	5	\$47,611	1,178	\$49,371	1,220	\$51,131	1,262	\$52,892	1,304	\$54,652	1,346	\$56,412	1,388	\$58,172	1,422
F	6	\$49,036	1,212	\$50,796	1,254	\$52,556	1,296	\$54,317	1,338	\$56,077	1,380	\$57,837	1,422	\$59,597	1,456
G	7	\$50,461	1,246	\$52,221	1,288	\$53,981	1,330	\$55,742	1,372	\$57,502	1,414	\$59,262	1,456	\$61,022	1,490
H	8	\$51,886	1,280	\$53,646	1,322	\$55,406	1,364	\$57,167	1,406	\$58,927	1,448	\$60,687	1,490	\$62,447	1,524
I	9	\$53,311	1,314	\$55,071	1,356	\$56,831	1,398	\$58,592	1,440	\$60,352	1,482	\$62,112	1,524	\$63,872	1,558
J	10	\$54,736	1,348	\$56,496	1,390	\$58,256	1,432	\$60,017	1,474	\$61,777	1,516	\$63,537	1,558	\$65,297	1,592
K	11	\$56,161	1,382	\$57,921	1,424	\$59,681	1,466	\$61,442	1,508	\$63,202	1,550	\$64,962	1,592	\$66,722	1,626
L	12	\$57,586	1,416	\$59,346	1,458	\$61,106	1,500	\$62,867	1,542	\$64,627	1,584	\$66,387	1,626	\$68,147	1,660
M	13	\$59,011	1,450	\$60,771	1,492	\$62,531	1,534	\$64,291	1,576	\$66,052	1,618	\$67,812	1,660	\$69,572	1,694
N	14	\$60,436	1,484	\$62,196	1,526	\$63,956	1,568	\$65,716	1,610	\$67,477	1,652	\$69,237	1,694	\$70,997	1,728
O	15	\$61,861	1,518	\$63,621	1,560	\$65,381	1,602	\$67,141	1,644	\$68,902	1,686	\$70,662	1,728	\$72,422	1,762
P	16	\$63,286	1,552	\$65,046	1,594	\$66,806	1,636	\$68,566	1,678	\$70,327	1,720	\$72,087	1,762	\$73,847	1,796
Q	17	\$64,711	1,586	\$66,471	1,628	\$68,231	1,670	\$69,991	1,712	\$71,752	1,754	\$73,512	1,796	\$75,272	1,830
R	18	\$66,136	1,620	\$67,896	1,662	\$69,656	1,704	\$71,416	1,746	\$73,177	1,788	\$74,937	1,830	\$76,697	1,864
S	19	\$67,561	1,654	\$69,321	1,696	\$71,081	1,738	\$72,841	1,780	\$74,602	1,822	\$76,362	1,864	\$78,122	1,898
T	20	\$68,986	1,688	\$70,746	1,730	\$72,506	1,772	\$74,266	1,814	\$76,027	1,856	\$77,787	1,898	\$79,547	1,932
U	21	\$70,410	1,722	\$72,171	1,764	\$73,931	1,806	\$75,691	1,848	\$77,452	1,890	\$79,212	1,932	\$80,972	1,966
V	22	\$71,835	1,756	\$73,596	1,798	\$75,356	1,840	\$77,116	1,882	\$78,877	1,924	\$80,637	1,966	\$82,397	2,000
W	23	\$73,260	1,790	\$75,021	1,832	\$76,781	1,874	\$78,541	1,916	\$80,301	1,958	\$82,062	2,000	\$83,822	2,034
X	24	\$74,685	1,824	\$76,446	1,866	\$78,206	1,908	\$79,966	1,950	\$81,726	1,992	\$83,487	2,034	\$85,247	2,068
Y	25	\$76,110	1,858	\$77,871	1,900	\$79,631	1,942	\$81,391	1,984	\$83,151	2,026	\$84,912	2,068	\$86,672	2,100

*Newly hired teachers will not be placed on a step greater than an existing teacher with the same experience within their School District

Appendix E

Hartland, Weathersfield, West Windsor, Windsor and WSSU Teachers 2022-2023 Salary Schedule

Year One Base 42,503
Vertical Index 0.034
Horizontal Index 0.042

Step	Index	BA	Index	B+15	Index	B+30	Index	MA	Index	M+15	Index	M+30	Index	M+45
A	1	\$42,503	1.042	\$44,288	1.084	\$46,073	1.126	\$47,858	1.168	\$49,644	1.210	\$51,429	1.252	\$53,214
B	2	\$43,948	1.076	\$45,733	1.118	\$47,518	1.160	\$49,303	1.202	\$51,089	1.244	\$52,874	1.286	\$54,659
C	3	\$45,393	1.110	\$47,178	1.152	\$48,963	1.194	\$50,749	1.236	\$52,534	1.278	\$54,319	1.320	\$56,104
D	4	\$46,838	1.144	\$48,623	1.186	\$50,409	1.228	\$52,194	1.270	\$53,979	1.312	\$55,764	1.354	\$57,549
E	5	\$48,283	1.178	\$50,069	1.220	\$51,854	1.262	\$53,639	1.304	\$55,424	1.346	\$57,209	1.388	\$58,994
F	6	\$49,729	1.212	\$51,514	1.254	\$53,299	1.296	\$55,084	1.338	\$56,869	1.380	\$58,654	1.422	\$60,439
G	7	\$51,174	1.246	\$52,959	1.288	\$54,744	1.330	\$56,529	1.372	\$58,314	1.414	\$60,099	1.456	\$62,675
H	8	\$52,619	1.280	\$54,404	1.322	\$56,189	1.364	\$57,974	1.406	\$59,759	1.448	\$61,544	1.490	\$63,329
I	9	\$54,064	1.314	\$55,849	1.356	\$57,634	1.398	\$59,419	1.440	\$61,204	1.482	\$62,989	1.524	\$64,775
J	10	\$55,509	1.348	\$57,294	1.390	\$59,079	1.432	\$60,864	1.474	\$62,649	1.516	\$64,435	1.558	\$66,220
K	11	\$56,954	1.382	\$58,739	1.424	\$60,524	1.466	\$62,309	1.508	\$64,095	1.550	\$65,880	1.592	\$67,665
L	12	\$58,399	1.416	\$60,184	1.458	\$61,969	1.500	\$63,755	1.542	\$65,540	1.584	\$67,325	1.626	\$69,110
M	13	\$59,844	1.450	\$61,629	1.492	\$63,414	1.534	\$65,200	1.576	\$66,985	1.618	\$68,770	1.660	\$70,555
N	14	\$61,289	1.484	\$63,074	1.526	\$64,860	1.568	\$66,645	1.610	\$68,430	1.652	\$70,215	1.694	\$72,000
O	15	\$62,734	1.518	\$64,520	1.560	\$66,305	1.602	\$68,090	1.644	\$69,875	1.686	\$71,660	1.728	\$73,445
P	16	\$64,180	1.552	\$65,965	1.594	\$67,750	1.636	\$69,535	1.678	\$71,320	1.720	\$73,105	1.762	\$74,890
Q	17	\$65,625	1.586	\$67,410	1.628	\$69,195	1.670	\$70,980	1.712	\$72,765	1.754	\$74,550	1.796	\$76,335
R	18	\$67,070	1.620	\$68,855	1.662	\$70,640	1.704	\$72,425	1.746	\$74,210	1.788	\$75,995	1.830	\$77,780
S	19	\$68,515	1.654	\$70,300	1.696	\$72,085	1.738	\$73,870	1.780	\$75,655	1.822	\$77,440	1.864	\$79,226
T	20	\$69,960	1.688	\$71,745	1.730	\$73,530	1.772	\$75,315	1.814	\$77,100	1.856	\$78,886	1.898	\$80,671
U	21	\$71,405	1.722	\$73,190	1.764	\$74,975	1.806	\$76,760	1.848	\$78,546	1.890	\$80,331	1.932	\$82,116
V	22	\$72,850	1.756	\$74,635	1.798	\$76,420	1.840	\$78,206	1.882	\$79,991	1.924	\$81,776	1.966	\$83,561
W	23	\$74,295	1.790	\$76,080	1.832	\$77,865	1.874	\$79,651	1.916	\$81,436	1.958	\$83,221	2.000	\$85,006

*Newly hired teachers will not be placed on a step greater than an existing teacher with the same experience within their School District

Appendix F

Hartland, Weathersfield, West Windsor, Windsor and WSSU Teachers 2023-2024 Salary Schedule

Year One Base 43,146
Vertical Index 0.034
Horizontal Index 0.042

Step	Index	BA	Index	B+15	Index	B+30	Index	MA	Index	M+15	Index	M+30	Index	M+45
A	0	3	0	5	0	7	0	9	0	11	0	13	0	15
1	1.034	\$43,146	1.062	\$44,958	1.084	\$46,770	1.126	\$48,582	1.168	\$50,395	1.210	\$52,207	1.252	\$54,019
2	1.088	\$44,613	1.076	\$46,425	1.118	\$48,237	1.160	\$49,704	1.194	\$51,171	1.228	\$52,983	1.270	\$54,795
3	1.102	\$46,080	1.110	\$47,892	1.152	\$49,704	1.194	\$51,516	1.236	\$53,328	1.278	\$55,141	1.320	\$56,953
4	1.136	\$47,547	1.144	\$49,359	1.186	\$51,171	1.228	\$52,983	1.270	\$54,795	1.312	\$56,608	1.354	\$58,420
5	1.170	\$49,014	1.178	\$50,826	1.220	\$52,638	1.262	\$54,450	1.304	\$56,262	1.346	\$58,075	1.388	\$59,887
6	1.204	\$50,481	1.212	\$52,293	1.254	\$54,105	1.296	\$55,917	1.338	\$57,729	1.380	\$59,541	1.422	\$61,354
7	1.238	\$51,948	1.246	\$53,760	1.288	\$55,572	1.330	\$57,384	1.372	\$59,196	1.414	\$61,008	1.456	\$62,821
8	1.272	\$53,415	1.280	\$55,227	1.322	\$57,039	1.364	\$58,851	1.406	\$60,663	1.448	\$62,475	1.490	\$64,288
9	1.306	\$54,882	1.314	\$56,694	1.356	\$58,506	1.398	\$60,318	1.440	\$62,130	1.482	\$63,942	1.524	\$65,755
10	1.340	\$56,349	1.348	\$58,161	1.390	\$59,973	1.432	\$61,785	1.474	\$63,597	1.516	\$65,409	1.558	\$67,221
11	1.374	\$57,816	1.382	\$59,628	1.424	\$61,440	1.466	\$63,252	1.508	\$65,064	1.550	\$66,876	1.592	\$68,688
12	1.408	\$59,283	1.416	\$61,095	1.458	\$62,907	1.500	\$64,719	1.542	\$66,531	1.584	\$68,343	1.626	\$70,155
13	1.442	\$60,750	1.450	\$62,562	1.492	\$64,374	1.534	\$66,186	1.576	\$67,998	1.618	\$69,810	1.660	\$71,622
14	1.476	\$62,217	1.484	\$64,029	1.526	\$65,841	1.568	\$67,653	1.610	\$69,465	1.652	\$71,277	1.694	\$73,089
15	1.510	\$63,683	1.518	\$65,496	1.560	\$67,308	1.602	\$69,120	1.644	\$70,932	1.686	\$72,744	1.728	\$74,556
16	1.544	\$65,150	1.552	\$66,963	1.594	\$68,775	1.636	\$70,587	1.678	\$72,399	1.720	\$74,211	1.762	\$76,023
17	1.578	\$66,617	1.586	\$68,430	1.628	\$70,242	1.670	\$72,054	1.712	\$73,866	1.754	\$75,678	1.796	\$77,490
18	1.612	\$68,084	1.620	\$69,897	1.662	\$71,709	1.704	\$73,521	1.746	\$75,333	1.788	\$77,145	1.830	\$78,957
19	1.646	\$69,551	1.654	\$71,363	1.696	\$73,176	1.738	\$74,988	1.780	\$76,800	1.822	\$78,612	1.864	\$80,424
20	1.680	\$71,018	1.688	\$72,830	1.730	\$74,643	1.772	\$76,455	1.814	\$78,267	1.856	\$80,079	1.898	\$81,891
21	1.714	\$72,485	1.722	\$74,297	1.764	\$76,110	1.806	\$77,922	1.848	\$79,734	1.890	\$81,546	1.932	\$83,358
22	1.748	\$73,952	1.756	\$75,764	1.798	\$77,577	1.840	\$79,389	1.882	\$81,201	1.924	\$83,013	1.966	\$84,825
23	1.782	\$75,419	1.790	\$77,231	1.832	\$79,043	1.874	\$80,856	1.916	\$82,668	1.958	\$84,480	2.000	\$86,292

*Newly hired teachers will not be placed on a step greater than an existing teacher with the same experience within their School District