

AGREEMENT

between the

WASHINGTON CENTRAL EDUCATORS UNION

and the

EDUCATIONAL SUPPORT PERSONNEL OF

Berlin, Calais, Doty, East Montpelier, Rumney and U-32 Middle/High School

and the

WASHINGTON CENTRAL UNIFIED UNION

SCHOOL BOARD

July 1, 2020 through June 30, 2021

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ARTICLE 1 – RECOGNITION

- 1.1 The Board recognizes the Union as the exclusive representative of permanent full and permanent part-time District Education Support Personnel (ESP) employed by the District, including custodial staff, maintenance and mechanics, office manager, administrative assistant staff, paraeducators, (including BI, PCA, pre-Kindergarten assistants and individual assistants), food service workers, assistant cook, cook and cook/food services agent. Under this agreement, all rights as a paraeducator will be extended to the Behavior Interventionists, Personal Care Attendants, pre-K assistants and individual assistants employed by the District. See job descriptions and/or Appendix B for further information.
- 1.2 The following positions are excluded from this agreement: All central office support staff, administrative assistants to the Principal, as well as lead custodian/maintenance staff.
- 1.3 **See also Appendix A, Article 11, which is incorporated by reference into this Agreement to the extent possible by statute.**

ARTICLE 2 – DEFINITIONS

- 2.1 **Board:** The corporate governing body of the Washington Central Unified Union School District.
- 2.2 **Administrator:** A person employed by the Board, the majority of whose time is assigned to administrative, managerial or supervisory duties and who is employed as a superintendent, assistant superintendent, principal, assistant principal, coordinator, or director.
- 2.3 **Educational Support Professional (ESP/Employee):** A person employed by the Board in the bargaining unit who is not employed as a licensed teacher, department

director, department head or lead custodian/maintenance, excluding the positions identified in 1.2 of this Agreement.

a. Requirements/Assignments/Compensation for BI's and PCA's

- i. To serve in either of these roles, paraeducators must participate in a District approved training prior to assignment and pay differential.
- ii. Upon appointment to these positions (BI or PCA) the employee will receive a one-time 10% differential in their hourly rate when serving the role.
- iii. If the position is no longer required due to change in a student's enrollment or program, the BI and/or PCA will be reassigned to a BI/PCA/Special Education or general paraeducator position. Should that not be possible, article 8.3 will be enforced.
- iv. The employee will be provided with a two week notice at which time the 10% differential will be removed from the compensation if they are no longer assigned as a BI or PCA.

b. Behavior Interventionists –

- i. The Behavior Interventionist's (BI) primary role is to carry out a co-regulation and/or behavior plan as determined by a team and documented in a student's plan (IEP, 504, etc.). This plan is developed by a highly specialized professional with master level expertise in behavior management or trauma informed practices. The primary role of a BI is to support students and maximize learning and success of a student with challenging behavior. The BI's will implement an individualized support plan in a variety of settings within the school and community.

c. Personal Care Attendants –

- i. A Personal Care Attendant's (PCA) primary role is to support a student with intensive needs who is in need of daily support with personal care needs (toileting, feeding, etc.) as required by and documented in a student's plan (IEP, 504, etc.). A PCA delivers educational and support services, as directed by the special education teacher. The goal is to support the student and maximize learning and success through positive and meaningful

experiences in and outside of the classroom. The PCA will support the implementation of an Individualized Educational Plan designed by licensed professional staff in a variety of settings across the school and community.

- 2.4 **Negotiations:** The process of meeting, conferring, consulting and discussing in good faith for the purpose of reaching an agreement as to matters of salary, related economic conditions of employment, grievance procedures, and other mutually agreed upon subjects not in conflict with laws or statutes of the State of Vermont.
- 2.5 **Days:**
- a. Unless otherwise specified, "days" shall mean school days when school is in session, and weekdays when school is recessed for the summer.
 - b. Maintenance mechanics and custodians may have a 40-hour workweek that will be scheduled as needed Monday through Saturday.
- 2.6 **Singular:** Whenever the singular is used in this Agreement, it is to include the plural.
- 2.7 **Full-time Employment:** Forty (40) hours per week constitutes full-time employment for a full year ESP; thirty-five (35) hours per week constitutes full-time employment for a school year ESP. ESPs regularly scheduled to work at least thirty-five (35) hours per week are eligible for full-time employment benefits.
- 2.8 **Designee:** Whenever the term "Board", "Superintendent", "Principal" or "Union" is used herein it shall be understood that the term includes any person acting as the designee or agent of such entity or official, unless otherwise precluded by this agreement.
- 2.9 **School District:** Washington Central Unified Union School District comprises Berlin Elementary School, Calais Elementary School, Doty Memorial School, East Montpelier Elementary School, Rumney Memorial School and U-32 Middle and High School.

- 2.10 **Prorated:** If an ESP works part-time or does not work a full contract year, benefits are prorated based on their contract percentage as compared to the full-time ESP position. Please see your school's Principal's Administrative Assistant for your exact paid leave and professional development amounts.

ARTICLE 3 – RIGHTS OF THE PARTIES

3.1 Rights of the Union

- a. The Union shall have the right to use such facilities and equipment as is normally located for ESPs' use within the schools and school technology equipment. Such use of facilities or equipment shall be at unassigned times and upon appropriate request to the principal or designee; however, such use shall not interfere with the teaching of pupils or interrupt normal school operations.
- b. Any cost for required custodial services, or cost for repair or replacement of equipment or materials damaged by the negligent use of the equipment or facilities, will be borne by the Union.
- c. Duly authorized representatives of the Union shall be permitted to transact official business on school property at unassigned times; provided this shall not interfere with normal school operations.
- d. The Union shall have the right to use the staff workroom or lounge for the posting of notices of its activities and matters of Union concern.
- e. An ESP has the right to become a candidate for public office to the extent permitted by state and federal law.
- f. The Union may use the ESP's mailboxes and e-mail for communications.
- g. The Union retains all rights granted by law.

3.2 Rights of the Board

- a. Except as specifically and directly modified by express language in a specific provision of this contract, the Board retains all rights and powers it has, or may hereafter be granted, by law. Such rights include the exclusive right to set its policy, to manage its business, to direct the working forces, to determine the number of its ESP, to determine the qualifications of its ESP, to assign ESP to jobs, to determine the hourly, daily, and weekly schedules of work, to determine the methods, processes and means of accomplishing work, and to enforce discipline for violation of rules and other misconduct.
- b. The Board may require employees to complete time reports and other employment related forms as the Board deems necessary for the proper administration of the District.

ARTICLE 4 - FAIR PRACTICES

- 4.1 The Union agrees to maintain its obligation to represent all ESP by continuing to admit persons to membership without discrimination on the basis of race, religion, creed, color, national origin, sex, gender identification, sexual orientation, political affiliation, marital status, ancestry, place of birth, age or disability, and to represent equally all ESP without regard to membership or participation in, or association with, the activities of any ESP organization.
- 4.2 The Board agrees to continue its policy of nondiscrimination against ESP on the basis of race, religion, creed, color, national origin, sex, gender identification, sexual orientation, political affiliation, marital status, ancestry, place of birth, age, disability, or membership or participation in, or association with the activities of any ESP organization.

ARTICLE 5 – DUES DEDUCTION

- 5.1 The Board agrees to the principle of payroll deduction of Union dues in amounts to be

determined by the Union, on forms mutually agreed to by the parties.

- 5.2 In accordance with the date of the Agreement entered into, by and between the Board and the Union, the Union shall produce for the Board a Dues Authorization Form. The form shall have the authorized signature of the ESP, the amount to be deducted from the ESP's salary, and the date of authorization.
- 5.3 The Board shall deduct the appropriate amount of dues from the salary of any ESP beginning with a first pay period after the date of the authorized dues Check-Off Form. These deductions will be withheld using the same dates as the payroll dates.
- 5.4 The Board shall pay to the Union on a monthly basis all dues properly collected.

ARTICLE 6 – INDIVIDUAL CONTRACT RENEWAL

- 6.1 The Board shall issue an individual employment contract to the ESP of the bargaining unit annually. Contracts for the following school year shall be issued on or before May 1. All individual contracts shall be subject to the reduction in force provisions of this Agreement. ESP will return their signed individual employment contracts on or before June 1. An ESP may request an extension of the return date by written request to the Superintendent made prior to the date the signed contract was due.
- 6.2 If an ESP wishes to resign a position, they shall notify the Principal, in writing, giving at least ten (10) days' notice thereof. Once an ESP has tendered their resignation, either verbally or in writing, it may only be rescinded with the approval of the Superintendent. Verbal resignations will have a 24 hour reconsideration period.
- 6.3
 - A. The probation period begins on the first day of work.
 - B. All new ESP will serve a three month probationary period and an additional probationary period of up to nine months may be added by Administration with written notice.

C. No ESP who has successfully completed the probationary period shall be disciplined, suspended, dismissed, or reprimanded without just and sufficient cause.

D. Prior to the dismissal of an ESP during the probationary period, the ESP has the right to have a review with the supervisor, an administrator and a Union representative. The ESP may waive this right.

E. If an ESP is dismissed during the probationary period, the reason for the dismissal will be documented. Such action by the Board shall not be made the subject of a grievance under this Agreement.

ARTICLE 7 – EVALUATIONS AND DISCIPLINE

- 7.1 The purpose of evaluation is to maintain a competent qualified staff and to promote its continuing development.
- 7.2 Newly hired ESP will be given a copy of their job description upon initial employment. ESP will receive copies of the revised job description when it changes. A meeting will happen between the ESP and supervisor to revise and/or discuss the job description if it no longer accurately reflects the position for said calendar year.
- 7.3 Supervision should be ongoing with constructive feedback given whenever it is needed to help the ESP to perform to the best of their ability. A written evaluation will be given as follows:
 - a. Evaluations for all ESP will be completed by April 1 of the current school year in which the evaluation is due. A standard evaluation form will be used.
 - b. Evaluations for Pre-Kindergarten Assistants, Paraeducators, Individual Assistants, Academic Coordinators and Behavior/Personal Care Attendants will follow the process articulated in the District wide Paraeducator Supervision and Evaluation: Evaluation and Reflection checklist, to include use of the Focused Assistance/Improving Current Practice document, as amended from time to time.

At least annually, there will be a meeting of the Union and Administration, with equal representation, to review the evaluation process and forms.

- c. ESP will be evaluated by a single supervisor; however, the evaluator may seek out and incorporate feedback about the ESP's performance from other school employees who interact with the ESP on a regular basis. The identity of other school employees whose feedback is sought and incorporated into the ESP's evaluation shall be made known to the ESP. The ESP being evaluated may identify other staff that shall be consulted during the evaluation process. Supervision, evaluation and goal setting will be based upon procedures developed by the administration; evaluation and goal setting, however, will not occur in the same year.
- d. Paraeducators and Behavior/Personal Care Attendants with less than two years' experience in the District will be evaluated annually based on the current evaluation instrument. Paraeducators and Behavior/Personal Care Attendants with two or more years of experience in the District will be subject to formal evaluation of their performance every other year, unless there is a reason to place the Paraeducator or Behavior/Personal Care attendant on a focused assistance plan. In the alternating years the Paraeducator and Behavior/Personal Care Attendants will participate in the goal setting and self-reflection process.
- e. If an ESP receives an unsatisfactory evaluation, the ESP can ask for a review by an Administrator other than the person who prepared the unsatisfactory evaluation. The ESP shall have the right to have a Union Representative present at any supervisory meetings relating to this evaluation process.
- f. It is agreed that ESP will not be expected to use non-contracted hours to achieve school year goals.

7.4 **Discipline Procedures:**

1. First offense: A verbal warning will be given to the ESP.

2. Second offense: Either a verbal warning with documentation or a written reprimand will be given, depending on the seriousness of the issue. The document will be placed in the ESP's official personnel file.
3. Third offense: A written reprimand will be given and it will go into the ESP's official personnel file.
4. Fourth offense: ESP will receive an unpaid suspension or be subject to termination, depending on circumstances.

While the employer will normally follow progressive discipline, the employer reserves the right to bypass any or all steps of the discipline procedure, and reserves the right to impose any level of discipline it deems appropriate to the situation, provided that there is just cause for the discipline.

A written reprimand is good for one year provided there is no re-occurrence of the conduct at issue. After a year, the written reprimand would drop back to a level 2 offense (verbal warning with documentation). The written reprimand will stay in the file for seven (7) years, at which time the written reprimand will be removed at the request of the ESP.

ARTICLE 8 – REDUCTION IN FORCE

- 8.1 In the event that a reduction in force is deemed necessary by the Board, the president of the Union shall be notified within five (5) days of when the Board took this action.
- 8.2 Reduction in force shall first be accomplished by staff turnover whenever possible.
 - a. ESP will have reduction in force rights in their current job classification within the District. If ESP turnover does not eliminate the need for a reduction in force, the ESP with the least seniority in the affected classification shall be laid off, provided that remaining ESP are qualified to perform the work. However, a more senior ESP may be laid off before a less senior ESP if the Board can show that there is a demonstrably significant difference in training, knowledge, experience and performance between that senior ESP and each less senior ESP of those employed in

the classification. Seniority will be followed when training, knowledge, experience and performance are equal.

- b. (1) For purposes of this Article, seniority within the District will be computed from the beginning of the ESP's most recent period of continuous employment within the District in the job classification. This period of continuous employment will begin to accrue as of the first day worked for the District. Seniority will be determined by the first day of work. If it is equal, it will be determined by the date the ESP signed the contract with the District. In the event an ESP accepts a bargaining unit position in a different classification within the District they shall begin to accrue seniority in the new classification, but shall retain their former seniority in the previous classification, which shall be restored to them in the event the ESP returns to a position in the previous classification within the District without a break in service.

(2) The provisions of this sub-section shall become applicable at such time as the Superintendent provides Special Education and other remedial services as required by Act 153 or 46, as may be amended. All Paraeducators and Behavior/Personal Care Attendants covered by this Agreement, either currently or as a result of compliance with Act 153 or 46 (as may be amended) shall become employees of the District. For purposes of this Article, seniority among Paraeducators and Behavior/Personal Care Attendants employed by the District will be computed from the beginning of the Paraeducator's and Behavior/Personal Care Attendant's most recent period of continuous employment in the job classification within the District. This period of continuous employment will begin to accrue as of the first day worked for the District. Seniority will be determined by the first day of work. If it is equal, it will be determined by the date the Paraeducator or Behavior/Personal Care Attendant signed the contract with the District. The job classifications covered by this section and the use of the general term 'paraeducator' shall include Paraeducators, Individual Assistants, Pre-Kindergarten Assistants, Behavior Interventionists and Personal Care Attendants.

- c. Upon an ESP changing jobs within the District, due to RIF or Recall from RIF all of the ESP's leave benefits shall carry forward to the ESP's new job/classification, insofar as the new position has comparable benefits; otherwise, leave would be handled as if the ESP separates from employment with the District.
- d. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, or by layoff, but such time will not be counted in computing seniority.
- e. Seniority in the District will be established annually as of February 1 for the preceding fiscal year.
- f. ESP regularly scheduled to work at least thirty-five (35) hours per week accrue seniority on a full-time basis; ESP regularly scheduled to work less than thirty-five (35) hours per week accrue seniority on a pro-rata basis.
- g. When seniority is equal, input from evaluations and recommendations by immediate supervisor will be taken into consideration and the Superintendent will make the final decision.

8.3 An ESP hired to work specifically with an individual student may be laid off with two weeks' notice in the event the student moves, transfers, or there is a change in the student's Plan so that the individual ESP is no longer required. An ESP so notified may apply for any open bargaining unit position within the District for which they are qualified, and shall be given preference in the filling of the position. The ESP will be made aware of this clause at the time of hire and/or assignment to position.

8.4 If there is a vacancy in a negotiating unit position within the District, laid off ESP who are currently qualified to perform the work in the job classification and who were laid off will be recalled in seniority order. Laid off ESP shall retain the right to recall for a period of two (2) years beginning September 1 following the effective date of layoff. Notice of recall will be given by certified mail to the last address given to the Board by

the ESP. A copy of the notice of recall will be given to the Union. If an ESP refuses a recall one time to a position with comparable pay and FTE or does not respond within the 12-day period, the ESP will be removed from the 2-year recall list.

- 8.5 In the event that the laid off ESP is unable to obtain other group health insurance, the Board shall permit the ESP to continue in the current medical insurance plan under COBRA at the group rate which the school District pays, provided this does not conflict with the insurance carrier's regulations.

ARTICLE 9 – CONDITIONS OF EMPLOYMENT

- 9.1 A. Work Year: The work year for all school year ESPs shall consist of all student contact days, and such other days as may be deemed necessary for in-service training, professional development or other activities required by the District. For full-time employees the number of work days and the number of hours scheduled for each work day shall be as outlined in Appendix B.
- B. Part time ESP may be scheduled to work fewer days per school year or fewer hours per day. The number of hours scheduled for each work day shall be included in each ESP's individual contract.
- C. In the event an employee is asked to work additional days beyond the contracted work year the employee shall be compensated at their regular rate when the duties are a continuation of the contracted school year duties.
- D. An ESP's contract shall specify the primary location(s) of the work assignment(s).
- E. By mutual agreement of the employee and the Superintendent a flexible work schedule could be developed. This will include the possibility of job sharing a position.
- F. All Paraeducators, Behavior/Personal Care Attendants will be notified by September 1, which days will be scheduled for in-service.
- G. In-service days will be the same across the District.

- 9.2 **Additional Time:** Any additional hours or days beyond contract requested by the Administration shall be scheduled at a mutually agreed upon time and shall be paid at the ESP's hourly rate.
- 9.3 **School Closing:** When schools are closed due to severe weather conditions or other circumstances, the ESP, with the exception of custodians and 12-month ESPs, will not be required or requested to work on that day. Should the dismissal time at the end of the school day be altered in response to emergency conditions, including but not limited to snow conditions, the workday for ESP, with the exception of custodians and maintenance mechanics and 12-month ESPs (see Sub-sections 9.3 a and c), will end upon departure of all the buses. A contract day is fulfilled when the early release or late start is counted as a student day.
- a. A supervisor may require certain ESP to work as needed during late start, early release or school closing. ESP who are required to work while other ESP in the same classification are released will receive compensation for the extra time, paid as either straight time (1.0 hourly rate) or overtime (1.5 hourly rate), as applicable.
 - b. For 12-month ESP, if the Washington Central Unified Union School District Central Office is closed due to severe weather conditions, schools will also be considered closed. The contract day will be considered fulfilled and the ESP will not have to work the remaining hours to receive a day's pay. Any time the Principal sends ESP home due to emergency conditions, the ESP will be paid for the remainder of the hours they are scheduled to work.
 - c. If a 12-month ESP reports to work and the school is subsequently closed due to inclement weather or other circumstances, the Principal or designee may authorize the supervisor(s) of such ESP to release them from further work obligations that day without loss of the full day's pay.
- 9.4 **Mileage:** Transportation costs authorized in writing, and incurred in connection with the school program will be reimbursed at the rate established by the IRS at the rate current at the time of the transportation.

- 9.5 **Calendar:** The Superintendent shall consult with the Union representatives regarding the school calendar. This will align with the new Teachers' Contract.
- 9.6 **Biweekly Payment:** ESP's on permanent contract will receive 26 (twenty-six) substantially equal payments. The ESP will have direct deposit in a savings or checking account, and will execute applicable authorization to implement direct deposit. Employees hired prior to July 1, 2019 will also have the option for a payroll check. All summer biweekly salary payments will be distributed on or before the last scheduled work day. The final paycheck for the month of June will be issued in the normal payroll cycle.
- 9.7 **Deductions:** Upon request by the individual ESP's, payroll deductions in the following areas will be honored:

Section 125 – pretax cafeteria plan:

- Premium Expense Reimbursement Account (Health and Dental)
- Dependent Care Flexible Spending Account
- Health Flexible Spending Account (“FSA”)

The specific terms of the various Reimbursement and spending accounts identified above can be found in the Section 125 Cafeteria Plan documents, which shall govern in the event of any discrepancy or ambiguity.

403(b) Investment Accounts with Vendor(s) as agreed per plan document
Computer Purchase Program
Education Union dues

- 9.8 **Workday, duty free lunch:** The workday for each ESP shall be determined by the Board annually at the time individual contracts are issued. The workday for all staff employed at least five (5) hours per day shall include a paid, 30 continuous minute duty-free lunch, to be scheduled between 10:30 a.m. and 12:30 p.m. at U-32, and during the time the cafeteria is open for lunch at the elementary schools.
- 9.9 **Professional Development:**
Prepayment or reimbursement shall be made to an ESP for professional development activities such as trainings, workshops, conferences, and courses related to the

improvement of their current work. Professional development activities require pre-approval from the principal or designee. Each ESP is eligible for professional development activities up to an amount equivalent to four (4) CCV credits per year related to the improvement of their current work. Required professional development activities will count towards this total.

9.10 Retirement:

- a. Any ESP may make a voluntary deposit of their own funds to a 403(b) Pretax Retirement Fund via payroll deduction. The allowable amount of such deposits may be limited by the terms of the retirement plan or by IRS Regulations.
- b. The Union and the Board agree to maintain a 403(b) retirement plan for the benefit of the ESP employed by the District. For each full-time ESP who has been employed at least two (2) years the Board contribution to this Plan shall be six percent (6%) of the base wages paid per the individual ESP's contract with the District. Once the account is established, the contribution will be deposited each pay period to the account of that ESP. All such employer contributions shall become immediately vested in full.
- c. New participants will be processed in December and June of each year with contributions retro-active to the date of the ESP's 2nd (second) anniversary. Once the account is established, the contribution will be deposited each pay period to the account of that ESP.
- d. Employees hired beginning July 1, 2019, are required to participate in the VMERS retirement plan B with the board contribution the same percentage (6%)
- e. ESP employees hired before July 1, 2019 have the option to participate in (9.10b) 403(b) retirement plan or (9.10d) VMERS retirement plan B.
- f. Rumney ESP employees hired before July 1, 2019 and participating in VMERS retirement plan A can continue to contribute to VMERS retirement plan A unless otherwise required by applicable policies of VMERS.

9.11 Miscellaneous Benefits:

- a. All ESP shall have the right to ride the school bus, subject to space availability. The ESP will show valid school ID or a signed note from the principal or designee.
- b. The cost of any physical or medical examination required by the District or by State law shall be paid for by the District.
- c. The District shall provide six (6) uniform shirts, with replacement as needed, for all custodial, maintenance and cafeteria ESP. These will be gender specific and in a fabric that is approved by a majority of these employees. A group purchase with the school logo will be made by the District. Uniforms will be maintained by the employee and are required to be worn while on duty. All buildings and grounds and maintenance personnel will be reimbursed for safety boots (plain black or brown) upon approval of their supervisor following purchase and with appropriate receipts. The cost shall not exceed \$200 per year. These boots will become part of the District uniform.
- d. A mutually agreed upon dress code will be developed with ESP representation and School Administration.
- e. All newly hired ESP shall be reimbursed the cost of their pre-employment criminal background check following one (1) year of employment. Reimbursement to the staff member will be made in the first payroll period of November following one (1) year of service.
- f. Elementary Paraeducators and Behavior/Personal Care Attendants will be provided with an electronic device to perform professional duties.

9.12 Background checks: The Superintendent reserves the right to conduct criminal record checks and to review applicable data banks for information relating to substantiated charges of neglect or abuse to the extent allowed or required by law. Employees and applicants for employment will execute such authorizations as may be necessary to accomplish that objective.

Notwithstanding any other provision of this Agreement the Board may issue a conditional contract of employment to an applicant subject to receipt of the applicant's criminal records check and/or substantiation of abuse from the Vermont Child Protection Registry, the Vulnerable Adult Registry or the Sex Offender Registry. The Parties agree that if an applicant is discovered to have a criminal record, or a substantiated case of neglect or abuse, the conditional contract may be terminated, and in that event the applicant shall have no further rights under this Agreement.

9.13 ESP may be reassigned to other duty by their supervisor provided they have the training needed.

9.14 **Crime and Fidelity Insurance:** An ESP required to be responsible for cash processing will be covered under the District's Crime and Fidelity Insurance. Any ESP required to make bank deposits shall be allowed to do so during the workday, and will be fully compensated for travel pursuant to the provisions of Section 9.4 herein, to be paid on a monthly basis.

ARTICLE 10 – COMPENSATION

10.1 During the school year beginning July 1, 2020 through June 30, 2021, the hourly rates for staff members employed under this Agreement by the WCUUSD Board of Directors shall be as set forth in Appendix C.

10.2 a. The superintendent has the authority to place each new ESP on the salary schedule based on the ESP's comparable prior education and experience, but not higher than a current ESP employed in the same classification within the District with like experience.

b. ESP's who are hired with previous experience in the District shall receive credit for that experience.

c. The Union will be notified prior to the creation of any new position or classification. Upon request, the administration will meet with representatives of the Union to discuss

the proposal.

- 10.3 a. Overtime will be paid for hours actually worked over 40 (forty) hours per week. The Board retains the right to schedule assigned overtime work to full year and extended school year ESPs. The Board will first seek qualified volunteers for additional work, and will offer the work in seniority order to qualified employees. In the event no employee accepts the additional work offered, the employer may require the least senior qualified employee to perform the work.
- b. Class 1 and Class 2 ESP will receive one 15-minute duty-free break, which is not to be used to extend lunch, and they will receive a 30-minute duty-free lunch period.
- c. Changes in the academic daily schedule or school year calendar may be grounds for opening up this section of the contract.
- d. Any shift change will be mutually agreed to by the respective ESP and their supervisor.

ARTICLE 11 – INSURANCE

11.1 Health Insurance

- 1. During the period July 1, 2020 through December 31, 2020 the premium sharing and responsibility for out of pocket (OOP) expenses relating to the health insurance program shall be as follows:**

Effective July 1, 2020 ESPs may enroll in one (1) of the four (4) group health plans offered by VEHI. The District will contribute an amount of money toward the cost of health insurance premium for the plan selected by a full-time ESP equal to 80% of the premium costs for the VEHI Gold CDHP Plan. A ESP electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected and the amount contributed by the District. An ESP selecting coverage under a less

expensive Plan offered by VEHI may apply the District's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for that Plan. (See Appendix D)

An eligible ESP may select single, two-person, parent and child(ren) or family coverage under any of the available plans offered by VEHI.

In addition to the premium contributions referenced above, the District will establish and maintain a Health Reimbursement Arrangement (HRA) for ESPs who select coverage under any of the Plans offered by VEHI. ESPs and the District will share responsibility for the payment of deductibles, co-payments and/or co-insurance required under each Plan offered by VEHI as follows:

Gold CDHP Plan: Maximum out of pocket (OOP) costs of \$2,500 single coverage, \$5,000 other coverages. The Board is responsible for the first 100% of OOP costs required under the level of coverage selected, which is currently \$2500 for single and \$5000 for all other coverage levels (i.e., two person, parent/child/ family). The Board will fund these amounts through a Health Reimbursement Arrangement (HRA).

Platinum Plan: Maximum out of pocket (OOP) costs of \$2,800 single coverage, \$5,600 other coverages. The Board will have the same monetary obligation to fund the first dollar of OOP costs required under the Platinum Plan that the Board has under the Gold CDHP Plan, based on the level of coverage selected. ESPs will be financially responsible to pay the difference in last dollar OOP costs associated with the Platinum Plan, based on the level of coverage selected. The Board will fund its share of the OOP costs under the Platinum Plan through an HRA.

Gold Plan: Maximum out of pocket (OOP) costs of \$3,100 single coverage, \$6,200 other coverages. The Board will have the same monetary obligation to fund the first dollar of OOP costs required under the Gold Plan that the Board has under the Gold CDHP Plan, based on the level of coverage selected. ESPs will be financially responsible to pay the difference in last dollar OOP costs associated with the Gold Plan,

based on the level of coverage selected. The Board will fund its share of the OOP costs under the Gold Plan through an HRA.

Silver Plan: Maximum out of pocket (OOP) costs of \$4,000 single coverage, \$8,000 other coverages. The Board will have the same monetary obligation to fund the first dollar of OOP costs required under the Silver Plan that the Board has under the Gold CDHP Plan, based on the level of coverage selected. ESPs will be financially responsible to pay the difference in last dollar OOP costs associated with the Silver Plan, based on the level of coverage selected. The Board will fund its share of the OOP costs under the Silver Plan through an HRA.

- 2. Effective January 1, 2021, pursuant to 16 V.S.A chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix A of this collective bargaining agreement.**

There will be no pro-ration of the District's contribution toward HRA funding for ESPs who become employed or eligible for insurance after January 31 of any Plan Year.

Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible, co-payment or co-insurance expenses required by the Plan selected. There shall be no payments caps on a "per participant" basis other than the maximum HRA contribution made by the District.

Payments for eligible OOP charges incurred will be made automatically to the Provider. The WCUUSD Flexible Benefits Plan document will allow employees to roll over funds from one calendar year to the next to the extent allowed by law.

Unspent funds in the District's HRA will not roll over or accumulate from year to year, but will revert to the District, subject to a ninety (90) day run out period.

Any substantive or procedural issue related to the operation or administration of the HRA Plan not specified herein is left to the discretion of the District.

The Board will be responsible for the administrative costs of operating the HRA plan.

- b. In cases where ESP who are either married to each other or are civil union partners and are both employed under the terms of this agreement, one ESP shall select primary coverage and the other shall be covered as a dependent.
- c. All premium rebates received will be divided and distributed between the District and the ESP's employed thereunder based on the respective percentage of premiums paid by each party.
- d. Employees can convert employee-paid health and dental insurance premiums, deductibles, co-payments, co-insurance and uninsured medical and dental expenses to pre-tax expenses in the WCUUSD Flexible Benefits Plan. The set-up and maintenance costs for said plan will be borne by the Board. ESP's shall pay their share of health and dental insurance premium costs through the WCUUSD Flexible Benefits Plan established for that purpose.
- e. ESP eligible for health insurance benefits who neither elect coverage nor receive coverage as a dependent shall receive thirty-five hundred dollars (\$3,500.00) in addition to their salary, provided the ESP demonstrates proof of health insurance coverage for the ESP and their dependents from another source.

- 11.2 a. In the event that an ESP covered by this Agreement is disabled as a result of a serious illness causing continuous absence, the Board agrees, upon the submission of proper medical certification, to pay the Board's share of continued participation in the health insurance plan for up to three (3) months after the ESP's sick leave is used up. This benefit shall be concurrent with any rights or benefits for which an ESP may be eligible under the Vermont Parental and Family Leave Law or Federal Family Medical Leave Act (FMLA). The Board also agrees to allow the ESP to remain in the group

policy if they choose and pays their own premium to the maximum period provided by law, provided this does not conflict with the insurance carrier's regulations.

b. Upon the death of an ESP who has health benefits, the District will continue to pay its share of the premium for two-person or family benefits for 90 days after the death of the employee.

11.3 **Dental Insurance:** The Board agrees to hold a Master Policy for a dental insurance plan, and it will absorb the administrative costs, including any payroll deduction of premium costs, for such a plan. The Board shall pay one hundred percent (100%) of a single membership for full-time ESP employed at WCUUSD. If any ESP chooses to add one or more dependents, they shall pay any additional costs over a Single membership. Coverage for ESP not previously included under the terms of the dental plan will begin in the first full month following ratification of this agreement, or at such later date as may be consistent with the regulations of the insurance carrier.

11.4 **Workers' Compensation:** All ESP will be covered by Workers' Compensation Insurance as a protection against personal injury while on duty.

11.5 **Disability Insurance:** The Board agrees to provide group long term disability ("LTD") insurance coverage to all ESP who are scheduled to work at least 24 hours per week on a regular basis. Disability coverage will begin after meeting the eligibility requirement for receiving benefits under the disability plan as determined by the disability insurance carrier. The LTD Plan will include a ninety (90) calendar day elimination period. The benefit will cover sixty-six and two-thirds percent of monthly earnings with a maximum benefit of \$6,000 per month. The current LTD Plan includes a \$10,000 employee life insurance benefit.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.1 **Definition.**

a. Any claim by the Union or an ESP that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, or a violation of its or their right to

fair treatment, shall be a "grievance." However, grievances, with respect to any matters that are not a specific part of this Contract, shall not be subject to resolution by arbitration, and the resolution of such non-contractual matters shall not be deemed to establish precedent.

- b. Grievant: The person or persons making the claim.
- c. Time Limits: All the time limits consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter may be resolved before the close of school or as soon as possible thereafter. School days for purposes of the grievance procedure shall mean ESP employment days.
- d. Union Representation: At least one (1) Union representative shall have the right to be present for any meetings, hearing, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing contained herein will be construed as limiting the right of any ESP having a grievance to discuss the matter informally with their supervisor and having such grievance adjusted without intervention of the Union; provided, the Union has been notified of the adjustment and the adjustment is not inconsistent with the terms of this Agreement.

12.2 **Procedure.** A grievance shall be in writing and it shall specify the issue being grieved, the provisions of the Agreement which have been violated, and the remedy requested. No grievance shall be given formal consideration unless it is filed at Step 1 within thirty (30) days after the grievant had knowledge, or should have had knowledge, of the occurrence that gave rise to the grievance.

Step 1--The ESP or the Union may present the grievance, in writing, to the Principal who will arrange for a meeting within five (5) days after receipt of the grievance. The Union's representatives have the right to attend the meeting. The Principal must provide the grievant and the Union with a written answer on the grievance within three (3) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2--If the grievance is not resolved at Step 1, then the Union shall have the right to refer the grievance to the Superintendent, or their official designee, within six (6) days after the Step 1 meeting. The Superintendent shall arrange for a meeting with the representatives of the grievant to take place within five (5) days of their receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide them written decision to the Union.

Step 3--Arbitration--If the Union is not satisfied with the disposition of the grievance at Step 2, or the Step 2 time limits expire without the issuance of the Superintendent's written answer, then the Union may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Union which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date for the Step 2 reply, then the grievance will be deemed withdrawn.

- 12.3 Neither the Board nor the Union will be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party during this grievance procedure.
- 12.4 The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as they judge to be proper.
- 12.5 Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Union will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full costs for that transcript. Should both parties order a transcript then the cost of the two transcripts will be divided equally between the parties.
- 12.6 The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance.

- 12.7 No reprisals of any kind will be taken by the Board or by the school administration against any ESP because of their participation in the grievance procedure.
- 12.8 The Board and the Administration will cooperate with the Union in the investigation of any grievance, and, further, will furnish the Union with such information as is requested for the processing of any grievance. Should any new information be uncovered during an investigation, the parties may agree to remand the grievance to a previous step of the procedure for further consideration. Should the investigation or processing of any grievance require that an ESP or a Union representative be released from their regular assignment, they shall be released without loss of pay or benefits.
- 12.9 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 12.10 A grievance may be withdrawn at any level without establishing precedent.
- 12.11 There shall be only one official personnel file, and this file shall be maintained in the superintendent's office. Upon reasonable request and at non-working times an employee may review the contents of their personnel file, and may receive a copy of such documents at their expense. A Union and/or administration representative may be present during such review. For convenience, a copy of the ESP's personnel file may also be maintained in the principal's office.

ARTICLE 13 – LEAVES AND ABSENCES

- 13.1 **General:** Leave for ESP as provided in this article is earned and taken on a pro-rata basis, consistent with the full time schedule for the employee's classification.
- 13.2 **Holiday:** Holidays for ESP who work twelve (12) months shall be as follows: Labor Day, Veterans' Day, Thanksgiving Day, and the Friday following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Town Meeting Day, Memorial Day, Independence Day, and Bennington Battle Day. Holidays which fall on Saturday shall be celebrated on Friday, and holidays which fall on Sunday shall be celebrated on Monday. The Administration may require some or all ESP to

work on a holiday, in which case the ESP shall be paid at their regular rate and shall also receive a “floating holiday” to be used at a mutually agreeable time within the next twelve months. The Administration shall give at least two (2) weeks prior notice to any ESP required to work on a holiday; an ESP may be excused from work on a holiday for good cause shown, provided that the ESP notifies the administration at least one week prior to the holiday in question.

13.3 **Sick Leave:**

- a. Newly hired ESPs shall be credited with fifteen (15) sick leave days annually. Unused sick leave may be accumulated to a maximum of 720 hours (8 hour position) or 630 hours (7 hour position).
- b. When the effective date of employment is after the beginning of the work year, the ESP shall be given a pro-rata allowance of sick leave for the remainder of the year based on the number of workdays remaining in the school’s fiscal year for that ESP.
- c. An ESP who leaves part way through the contract year will receive a prorated amount of days based on the days fulfilled for their contract and will pay days used back if needed.
- d. No ESP may use more sick leave than is required to meet the elimination period provided under the long term disability plan.
- e. A doctor’s certificate may be requested by the employer if the ESP’s use of sick leave indicates a pattern of possible leave abuse.
- f. Leave for temporary disability related to pregnancy or childbirth shall be in accordance with Article 13, Section 13.8 of this Agreement.
- g. Any ESP member may donate up to twenty-four (24) sick hours to any other ESP member across the District who has used all sick leave days allotted to them according to the following provisions:
 - 1) No one person may receive more than eighty (80) donated days per year; provided, however, that no ESP shall be eligible to receive more sick days than are necessary to meet the 90 day elimination period for the disability insurance program.
 - 2) The recipient of donated sick leave must have exhausted personal sick leave.

- 3) The recipient must provide a doctor's certification of medical disability at the time the request for donated sick leave is made. At the option of the Board, a second opinion may be required. If a second opinion is required by the Board, the Board agrees to reimburse the ESP based on validated receipts for any out-of-pocket expenses that the ESP incurs. This shall include co-pay, mileage if outside of a 30-mile radius of their school District, and overnight stays.
- 4) ESP may donate sick time to a member of the bargaining unit called up for duty in the armed forces as provided in Article 13, § 13.12, Military Leave, after the individual has exhausted all leave.
- 5) An ESP may not use donated sick leave in order to take time off for elective medical procedures.

13.4 **Family Illness:**

Up to fifteen (15) days per contract year of an ESP's personal sick leave may be used for serious illness or a temporary disability of a member of an ESP's immediate family.

Immediate family is defined as: spouse or civil union partner, parents/step-parents, children/step-children, foster children, siblings, current mother/father-in-law, grandparents, grandchildren, current brother/sister-in-law, current son or daughter-in-law. The school board may approve more days for family illness on a case-by-case basis.

- a. The Administration may request a doctor's certificate regarding the health status of the family member in order to justify access to this benefit.
- b. ESP shall provide the name and relationship of the person who is sick to be eligible to use sick leave under this section.

13.5 **Bereavement Leave:** Up to five (5) consecutive days may be granted for each death in the ESP's 'immediate family' as defined below. Nonconsecutive days are allowed for a later committal. One (1) day shall be granted for each death in the ESP's 'other family'

as defined below. Two (2) additional days may be granted for travel with the approval of the Superintendent, or designee.

- a. Immediate family is defined as: spouse or civil union partner, parents/step-parents, children/step-children, foster children, siblings, current mother/father/son or daughter-in-law, grandparents, grandchildren, current brother/sister-in-law. Other family is defined as: Aunt, uncle, niece, nephew, cousins and step siblings.
- b. ESPs must provide the name and relationship of the deceased to be eligible for bereavement leave.
- c. The Superintendent or designee may approve a request for bereavement leave upon the death of an unrelated person who was in a significant familial relationship to the employee.

13.6 **Personal Leave:** Up to three (3) days per year without loss of pay shall be granted for leaves for personal, emergency, legal, business, household, or family matters under the following provisions:

- a. Whenever possible, prior notice shall be given at least 24 hours in advance to the ESP's principal or designee.
- b. Personal leave days may not be granted solely to extend a holiday weekend or school vacation period, but may be granted at such times for a purpose consistent with this section.
- c. Such leave will be in addition to any other leave provided in this Article. Unused personal leave shall not be cumulative from year to year.

13.7 **Professional Development Leave:** The Superintendent or designee may approve leave with pay to allow an ESP to attend professional education conferences or meetings, or school visitations, or any other activity deemed to be of value to the school District. Normally, an ESP will be expected to apply at least five (5) days in advance for professional leave. The Superintendent or designee may also approve funds to defray the cost of approved professional development activities associated with such leave.

13.8 **Family Medical / Parental Leave:**

The family medical and parental leave provisions herein are available to ESP's employed at least 0.5 FTE, regardless of their length of service with the District. Leave hereunder shall run concurrent with any statutory family medical leave or parental leave for which an ESP may be eligible under the federal Family and Medical Leave Act (FMLA) or Vermont's Parental and Family Leave Act (VPFLA). Except as provided in section 13.8(b) this Article does not create additional leave entitlements for eligible employees beyond those established by statute.

a. Family Medical Leave

(1) An ESP shall be entitled to a leave for up to twelve (12) weeks (60 working days), unpaid, during any twelve (12) month period in the case of a serious health condition of the employee or in the ESP's immediate family. During this period the ESP may use up to six weeks (30 working days) of sick leave or other accrued leave. A serious health condition is defined as an illness, injury, impairment for physical or mental conditions that involves inpatient care in a hospital, hospice or residential medical-care facility, or continuing treatment by health-care providers.

(2) Providing care for a serious health condition does not diminish the benefit under the sick leave Article for use by the ESP themselves or in other instances of family illness, except as to the number of sick days used.

b. Parental Leave

ESP's shall be entitled to a leave for up to twelve (12) weeks (60 working days), unpaid, during any twelve (12) month period: (1) during the ESP's pregnancy, or following the birth of a child, or (2) following the placement of a child with the ESP for adoption or foster care. During these periods of parental leave, the ESP may use up to eight weeks (40 working days) of sick leave or other accrued paid leave.

When leave begins less than six weeks before the last working day of the school year or begins more than two weeks prior to the first working day of the school year, only six weeks of leave will be paid leave.

c. Unpaid Leave

No provisions of this Article or the contractual definitions of “serious health condition” shall be determined to diminish the entitlement of any eligible ESP to unpaid leave under Vermont’s Parental and Family Leave Act (VPFLA) or under the Family Medical and Leave Act (FMLA). Leave taken under this Article shall be credited against any leave entitlement under the VPFLA or the FMLA to the full extent of the law, provided the District has notified the employee in advance of the approved leave period that said leave will be counted against their entitlement. Benefits during unpaid leave will be as mandated in the VPFLA and the FMLA for eligible ESPs.

d. ESPs requesting leave under this section shall provide supporting medical documentation as required by the District.

13.9 **Medical Certification:** In appropriate cases (i.e., where there is a reasonable basis to believe that the employee may not be fit for duty) the Superintendent may require an ESP to provide medical certification, in writing, attesting to the ESP’s ability to perform the essential duties of their position.

13.10 **Extended Leave of Absence:** An unpaid leave of absence for a term not to exceed one (1) academic year [except as modified in accordance with Section 13.8] shall be granted upon the request of an ESP for reasons of pregnancy; child care, if the leave is requested immediately after birth or adoption; or personal illness. The Board, at its discretion, may grant an extended leave of absence for other purposes including, but not limited to, professional study.

The conditions of an extended leave are as follows:

- a. The ESP shall request said leave at least thirty (30) days in advance, except in the case of an emergency.
- b. An ESP on an unpaid leave of absence may return to their position at the beginning of any semester, provided notice was given to the administration at the time the leave commenced.

- c. An ESP on leave of absence may continue to participate in the medical insurance plan herein provided at their own expense, subject to the regulations of the insurance carrier, and provided said ESP pays the premiums due prior to the regularly scheduled group premium payment being made by the Board.
- d. Failure of the ESP to notify the Board of their intent to return by April 1 shall relieve the District of all contractual obligations. Such notification shall be by certified mail or hand delivered and date stamped at the Superintendent's Office.
- e. The ESP granted such leave is guaranteed a return to the same or a substantially equivalent position and placement on the next salary step.

13.11 **Jury Duty:** When an ESP is called to jury duty, the District shall pay the ESP regular base wages, less such compensation as may be paid for jury duty. The ESP shall retain any amounts paid for expenses, such as meal allowances or mileage.

13.12 **Military Leave:**

- a. The Board will grant a leave of absence to the extent required by law to an ESP who is called up for active duty in the Armed Forces of the United States, or to serve in the Vermont National Guard, Army Reserve, or other Reserves. The Board will adhere to all federal and state laws upon an ESP's return to employment from any such military leave of absence.
- b. When an ESP or member of an ESP's immediate family (i.e., child, spouse, parent) is called to active military service for a period of six (6) months or longer, the ESP may use up to five (5) days of sick leave (in addition to any accrued personal leave or vacation leave available to the ESP) prior to the ESP's or the ESP family member's date of departure to attend to personal and family matters related to the military activation. The paid leave shall be taken in one (1) day increments. In the event the ESP has no accrued sick leave, other staff in the District will be allowed to donate sick leave to the ESP.

- 13.13 **Unauthorized Leave:** If any ESP is absent and no accrued paid leave balance applies to the absence, salary shall be reduced by the per diem rate of pay for each day of such absence. Per Diem rate of pay is computed by dividing base annual salary by contract number of days. An ESP absent without leave may be subject to disciplinary action.
- 13.14 **Vacations:** Commencing after the first six (6) full or partial months of employment beginning the first day of work in the District, each ESP who works full-time year round shall accrue vacation up to the following maximum number of days per year:

| <u>Years Employed</u> | <u>Maximum Days Accrued Per Year</u> |
|---|--|
| After 6 months to less than 1 year | 5 days |
| Beginning 1 year to completion of 4 years | 10 days |
| Beginning 5 years to completion of 10 years | 15 days |
| Beginning 11 years | 20 days |

In the event an ESP was eligible to receive twenty-five vacation days at the start of the 2010-2011 school year said ESP shall continue to receive vacation days at that level.

Earned vacation days may be taken at any time during the fiscal year, provided the leave has been previously approved by the ESP's supervisor. Vacation days not taken due to workload at the request of a supervisor shall be paid at the ESP's per diem rate of pay. Such work, in lieu of vacation, shall be on a voluntary basis. Any vacation days not used during the fiscal year (July 1 to June 30) must be used by November 1st of the following year. An ESP shall forfeit any vacation days not taken during the next succeeding fiscal year after it is earned. A vacation day shall be equal to an ESP's regularly scheduled workday.

An ESP who separates from employment with the District in good standing shall be paid for all accrued, unused vacation time. ESPs who leave part way through a contract year will receive payment for a prorated amount of vacation days based on the days fulfilled for their contract and will reimburse the District for vacation days used in excess of the number of days earned.

- 13.15 **Severance Pay:** After serving five (5) years in the District, a full-time ESP separating from employment in good standing shall be paid the sum of fifteen dollars (\$15.00) per day for each day of accumulated sick leave up to a maximum of fifty (50) days.

ARTICLE 14 – NOTICE OF VACANCIES AND TEMPORARY EMPLOYEES

- 14.1 ESP covered by this Agreement shall be notified of all vacancies which occur in schools covered by this Master Agreement as they become available and shall have the option of applying for any available positions. In filling of vacancies, priority consideration will be given to persons already employed in the school with the vacancy, provided that their qualifications for such vacancies are at least equal to those of other applicants.
- 14.2 All vacancies shall be visibly posted in the following areas as available: on the staff bulletin boards in the front office, staff lounge, on the internet with a link on the District website and custodial break room for at least three (3) working days prior to the closing of the application period. A copy of the vacancy notice will be given to the Union presidents. During the summer months, the notice will be mailed to the President(s) of the Union.
- 14.3 The District shall have the option to hire a person on a temporary full or part-time basis to perform the work of an ESP in order to meet needs that were not or could not have been anticipated.

A person hired on a temporary full or part-time basis may be employed for a maximum of thirty calendar (30) days. For employees hired in a temporary status due to an FMLA leave situation, they may be hired for a maximum of ninety calendar (90) days. At the close of a temporary period, the District must either create a new position or eliminate the temporary position. If the District creates a regular full or part-time position, and the temporary person is hired to fill the newly created position, their service as temporary employee shall be credited toward the completion of the four-month probationary

period, and they shall be paid in accordance with the terms of the negotiated salary schedule. Seniority shall accrue from the date of hire in the regular position.

Temporary employees shall be paid an hourly wage rate consistent with the salary schedule.

Members of the bargaining unit who have been laid-off and who retain recall rights shall be offered positions as temporary employees prior to the openings being advertised to the general public or being awarded to non-members of the bargaining unit. Individuals on recall shall be offered temporary positions in the District on the basis of seniority. Individuals on recall do not waive or lose any rights guaranteed under the Master Agreement by accepting or rejecting a temporary position.

ARTICLE 15 – GENERAL

- 15.1 If any provision of this Agreement or any application thereof to any ESP or group of staff is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purposes of renegotiating the provision(s) affected.
- 15.2 This Agreement may only be modified in whole or in part by the parties, by an instrument in writing, duly executed by both parties.
- 15.3 This Agreement incorporates the entire understanding of the parties on all matters that were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.

ARTICLE 16 – NO STRIKE PLEDGE

The Board and the Union agree that disputes that may arise between them shall be settled without strike or lockout. The Board agrees it will not lock out any or all of its ESPs during the

term of this Agreement, and the Union agrees on behalf of itself and its membership that there shall be no strikes, slow-downs, or interference of the normal operation of the school during the term of this Agreement.

ARTICLE 17 – LABOR MANAGEMENT COMMITTEE

The Board and the Union agree to maintain a District Labor-Management Committee. The purpose of the Committee is to discuss, explore, and study issues referred to it by the parties of this Agreement in an effort to foster positive communications. The Committee shall have no authority to change, delete or modify any of the terms of this Agreement, nor to settle grievances arising under this Agreement. The Union representatives shall include all sitting Union President(s) and Vice President(s) who shall serve as a “floating” member on the Labor Management Committee.

ARTICLE 18 – EARLY RETIREMENT OPTIONS

During the life of this agreement the District board may, at its sole discretion, design and offer an early retirement program to ESP employed by the Board who have worked a minimum of fifteen (15) years within the School District. The early retirement program will only be available to the ESP if the School Board affirmatively votes to adopt an early retirement program to be applicable for any given school year.

ARTICLE 19 – ACKNOWLEDGMENT OF ARBITRATION

In accordance with 12 V.S.A. § 5652(b) the Board and the Union understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Union understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in Article 12, Grievance Procedure.

ARTICLE 20 - DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of July 1, 2020 and will continue and remain in full force and effect until June 30, 2021. Said Agreement will automatically include additional periods of one (1) year unless either the Board or the Union gives notice, in writing, to the other, no later than November 1 prior to the expiration date or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over terms of a Successor Agreement.

IN WITNESS WHEREOF, the Board and the Union have caused their duly authorized representatives to enter into this Collective Bargaining Agreement this 26th day of August, 2020.

For the Board of School Directors

BY Scott Thompson
WCUUSD School Board Chair
Scott Thompson

For the Union:

BY Christina George
WCEU ESP Co-Vice-President
Christina George

BY Rebecca Pellegrini
WCEU ESP Co-Vice-President
Rebecca Pellegrini

8/25/2020 12:37 PM

Appendix A

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

Article I. Recognition:

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

Article II. Definitions:

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

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

Article III. Scope of Bargaining:

- 3.1
- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
 - b) Standardizing the duration of health insurance coverage during a term of employment;

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

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

Article IV. Plan Offerings:

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

Article V. Eligibility for Health Benefit Coverage:

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

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

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

- 5.4 Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.
- 5.5 Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.
- 5.6 An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy the following criteria and submit the attached affidavit to the district business office.

Domestic Partner/Child(ren) of Domestic Partner

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

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

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

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

The employee and the domestic partner are competent to enter into a legally binding contract; and

The employee and the domestic partner have agreed between themselves to be responsible for each other's welfare.

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

Child[ren] of Domestic Partner:

The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and The child[ren] can

be, and is, claimed as a dependent by the employee and/or the domestic partner for
Final Document as Approved by the Parties May 1, 2020

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

Final Document as Approved by the Parties May 1, 2020

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 pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.

Article IX. General:

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

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

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

Article X. Duration of Statewide Document:

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

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

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

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

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

EDUCATIONAL SUPPORT PERSONNEL
SUMMARY OF SALARY SCHEDULE CALCULATIONS
Effective July 1, 2020-June 30, 2021

APPENDIX 6

| | <u>Full-time Equivalent Equals</u> | |
|--|------------------------------------|-------------|
| | <u>Hours</u> | <u>Days</u> |
| | | FY20-21 |

CLASS ONE

Positions

| | | |
|----------------------|--------|-----|
| Food Services Worker | 7 or 8 | 180 |
| Assistant Cook | 7 or 8 | 180 |
| Cook | 7 or 8 | 180 |
| Custodian | 8 | 261 |

CLASS TWO

Positions

| | | |
|--|--------|-----|
| Cook/Food Service Agent | 7 or 8 | 180 |
| Administrative Assistant(Various) | 7 or 8 | 185 |
| Administrative Assistant | 8 | 261 |
| Office Manager | 8 | 261 |
| Paraeducator | 7 or 8 | 183 |
| Individual Assistant | 7 or 8 | 183 |
| Behavior Interventionist/Personal Care Attendant | 7 or 8 | 183 |
| Maintenance & Mechanic | 8 | 261 |

Parties agree that the administration may pay persons in Maintenance and Mechanic positions an additional hourly stipend in order to meet market demands.

Behavior Interventionists/ Personal Care Attendants will receive a salary using hourly rates in Class 2 ~~in~~ increased by 10%.

WCUUSD Educational Support Personnel Salary Schedule
FY2020-2021

Appendix 7
3.70%

| <u>STEP</u> | <u>YOE</u> | <u>CLASS 1</u> | <u>CLASS 2</u> |
|--------------------|-------------------|-----------------------|-----------------------|
| A | 0 | \$16.80 | \$17.15 |
| B | 1 | \$16.80 | \$17.15 |
| C | 2 | \$16.80 | \$17.15 |
| D | 3-6 | \$16.80 | \$17.15 |
| E | 7-9 | \$17.30 | \$17.67 |
| F | 10 | \$17.66 | \$18.02 |
| G | 11 | \$18.00 | \$18.37 |
| H | 12 | \$18.36 | \$18.74 |
| I | 13-14 | \$18.73 | \$19.12 |
| J | 15 | \$19.10 | \$19.50 |
| K | 16-18 | \$19.49 | \$19.90 |
| L | 19-21 | \$19.88 | \$20.29 |
| M | 22-24 | \$20.27 | \$20.69 |
| N | 25-27 | \$20.68 | \$21.10 |
| O | 28+ | \$21.09 | \$21.52 |
| U | Off Grid | 3.70% | 3.70% |

Parties agree that the administration may pay persons in maintenance and mechanic positions in an additional hourly stipend in order to meet market demands.

Behavior Interventionists/ Personal Care Attendants will receive a salary using hourly rates in Class 2 increased by 10%.

Washington Central UUSD -Annual Health Insurance Summary-ESP
Using July 1, 2020-December 31, 2020 Cost information

NOTE: O-O-P is the Total Out-of-Pocket-Maximum for both medical and prescription drug benefits

APPENDIX D-1

| | <u>EMPLOYEE Annual Maximum Cost</u> | | | <u>EMPLOYER Annual Maximum Cost</u> | | | <u>Combined Totals</u> | | |
|--------------------------------|-------------------------------------|--------------|-------------------|-------------------------------------|--------------|-------------------|------------------------|--------------|-------------------|
| | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> |
| CDHP-Gold Plan | | | | | | | | | |
| Single | \$1,744 | \$0 | \$1,744 | \$6,975 | \$2,500 | \$9,475 | \$8,719 | \$2,500 | \$11,219 |
| Two Person | \$3,275 | \$0 | \$3,275 | \$13,100 | \$5,000 | \$18,100 | \$16,375 | \$5,000 | \$21,375 |
| Parent Child | \$2,696 | \$0 | \$2,696 | \$10,784 | \$5,000 | \$15,784 | \$13,480 | \$5,000 | \$18,480 |
| Family | \$4,830 | \$0 | \$4,830 | \$19,322 | \$5,000 | \$24,322 | \$24,152 | \$5,000 | \$29,152 |
| Opt Out with Proof of Coverage | | | | | | \$3,500 | | | \$3,500 |
| Platinum Plan | | | | | | | | | |
| Single | \$2,881 | \$300 | \$3,181 | \$6,975 | \$2,500 | \$9,475 | \$9,857 | \$2,800 | \$12,657 |
| Two Person | \$6,613 | \$600 | \$7,213 | \$13,100 | \$5,000 | \$18,100 | \$19,713 | \$5,600 | \$25,313 |
| Parent Child | \$5,697 | \$600 | \$6,297 | \$10,784 | \$5,000 | \$15,784 | \$16,482 | \$5,600 | \$22,082 |
| Family | \$8,562 | \$600 | \$9,162 | \$19,322 | \$5,000 | \$24,322 | \$27,884 | \$5,600 | \$33,484 |
| Opt Out with Proof of Coverage | | | | | | \$3,500 | | | \$3,500 |
| Gold Plan | | | | | | | | | |
| Single | \$2,507 | \$600 | \$3,107 | \$6,975 | \$2,500 | \$9,475 | \$9,482 | \$3,100 | \$12,582 |
| Two Person | \$5,865 | \$1,200 | \$7,065 | \$13,100 | \$5,000 | \$18,100 | \$18,965 | \$6,200 | \$25,165 |
| Parent Child | \$5,085 | \$1,200 | \$6,285 | \$10,784 | \$5,000 | \$15,784 | \$15,869 | \$6,200 | \$22,069 |
| Family | \$7,520 | \$1,200 | \$8,720 | \$19,322 | \$5,000 | \$24,322 | \$26,842 | \$6,200 | \$33,042 |
| Opt Out with Proof of Coverage | | | | | | \$3,500 | | | \$3,500 |
| CDHP-Silver Plan | | | | | | | | | |
| Single | \$664 | \$1,500 | \$2,164 | \$6,975 | \$2,500 | \$9,475 | \$7,639 | \$4,000 | \$11,639 |
| Two Person | \$2,179 | \$3,000 | \$5,179 | \$13,100 | \$5,000 | \$18,100 | \$15,279 | \$8,000 | \$23,279 |
| Parent Child | \$2,094 | \$3,000 | \$5,094 | \$10,784 | \$5,000 | \$15,784 | \$12,878 | \$8,000 | \$20,878 |
| Family | \$2,417 | \$3,000 | \$5,417 | \$19,322 | \$5,000 | \$24,322 | \$21,739 | \$8,000 | \$29,739 |
| Opt Out with Proof of Coverage | | | | | | \$3,500 | | | \$3,500 |

Washington Central UUSD -Annual Health Insurance Summary-ESP

Using January 1, 2021-June 30, 2021 Cost information-Summer Checks Use July 1,2021 Cost Information

NOTE: O-O-P is the Total Out-of-Pocket-Maximum for both medical and prescription drug benefits

APPENDIX D-1

| | <u>EMPLOYEE Annual Maximum Cost</u> | | | <u>EMPLOYER Annual Maximum Cost</u> | | | <u>Combined Totals</u> | | |
|--------------------------------|-------------------------------------|--------------|-------------------|-------------------------------------|--------------|-------------------|------------------------|--------------|-------------------|
| CDHP-Gold Plan | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> |
| Single | \$1,744 | \$300 | \$2,044 | \$6,975 | \$2,200 | \$9,175 | \$8,719 | \$2,500 | \$11,219 |
| Two Person | \$3,275 | \$600 | \$3,875 | \$13,100 | \$4,400 | \$17,500 | \$16,375 | \$5,000 | \$21,375 |
| Parent Child | \$2,696 | \$600 | \$3,296 | \$10,784 | \$4,400 | \$15,184 | \$13,480 | \$5,000 | \$18,480 |
| Family | \$4,830 | \$600 | \$5,430 | \$19,322 | \$4,400 | \$23,722 | \$24,152 | \$5,000 | \$29,152 |
| Opt Out with Proof of Coverage | | | | | | \$3,500 | | | \$3,500 |
| Platinum Plan | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> |
| Single | \$2,881 | \$600 | \$3,481 | \$6,975 | \$2,200 | \$9,175 | \$9,857 | \$2,800 | \$12,657 |
| Two Person | \$6,613 | \$1,200 | \$7,813 | \$13,100 | \$4,400 | \$17,500 | \$19,713 | \$5,600 | \$25,313 |
| Parent Child | \$5,697 | \$1,200 | \$6,897 | \$10,784 | \$4,400 | \$15,184 | \$16,482 | \$5,600 | \$22,082 |
| Family | \$8,562 | \$1,200 | \$9,762 | \$19,322 | \$4,400 | \$23,722 | \$27,884 | \$5,600 | \$33,484 |
| Opt Out with Proof of Coverage | | | | | | \$3,500 | | | \$3,500 |
| Gold Plan | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> |
| Single | \$2,507 | \$900 | \$3,407 | \$6,975 | \$2,200 | \$9,175 | \$9,482 | \$3,100 | \$12,582 |
| Two Person | \$5,865 | \$1,800 | \$7,665 | \$13,100 | \$4,400 | \$17,500 | \$18,965 | \$6,200 | \$25,165 |
| Parent Child | \$5,085 | \$1,800 | \$6,885 | \$10,784 | \$4,400 | \$15,184 | \$15,869 | \$6,200 | \$22,069 |
| Family | \$7,520 | \$1,800 | \$9,320 | \$19,322 | \$4,400 | \$23,722 | \$26,842 | \$6,200 | \$33,042 |
| Opt Out with Proof of Coverage | | | | | | \$3,500 | | | \$3,500 |
| CDHP-Silver Plan | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> |
| Single | \$1,528 | \$1,800 | \$3,328 | \$6,111 | \$2,200 | \$8,311 | \$7,639 | \$4,000 | \$11,639 |
| Two Person | \$3,056 | \$3,600 | \$6,656 | \$12,223 | \$4,400 | \$16,623 | \$15,279 | \$8,000 | \$23,279 |
| Parent Child | \$2,576 | \$3,600 | \$6,176 | \$10,302 | \$4,400 | \$14,702 | \$12,878 | \$8,000 | \$20,878 |
| Family | \$4,348 | \$3,600 | \$7,948 | \$17,391 | \$4,400 | \$21,791 | \$21,739 | \$8,000 | \$29,739 |
| Opt Out with Proof of Coverage | | | | | | \$3,500 | | | \$3,500 |

Washington Central UUSD -Bi-Monthly Health Insurance Summary-ESP
Using July 1, 2020-December 31, 2020 Cost information

NOTE: O-O-P is the Total Out-of-Pocket-Maximum for both medical and prescription drug benefits

APPENDIX D-2

| | <u>EMPLOYEE Per Payperiod Cost</u> | | | <u>EMPLOYER Per Payperiod Cost</u> | | | <u>Combined Totals</u> | | |
|--------------------------------|------------------------------------|--------------|-------------------|------------------------------------|--------------|-------------------|------------------------|--------------|-------------------|
| | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> |
| CDHP-Gold Plan | | | | | | | | | |
| Single | \$72.66 | \$0.00 | \$72.66 | \$290.64 | \$104.17 | \$394.81 | \$363.30 | \$104.17 | \$467.47 |
| Two Person | \$136.46 | \$0.00 | \$136.46 | \$545.84 | \$208.33 | \$754.17 | \$682.30 | \$208.33 | \$890.63 |
| Parent Child | \$112.34 | \$0.00 | \$112.34 | \$449.34 | \$208.33 | \$657.67 | \$561.68 | \$208.33 | \$770.01 |
| Family | \$201.27 | \$0.00 | \$201.27 | \$805.08 | \$208.33 | \$1,013.41 | \$1,006.35 | \$208.33 | \$1,214.68 |
| Opt Out with Proof of Coverage | | | | | | \$134.62 | | | \$134.62 |
| Platinum Plan | | | | | | | | | |
| Single | \$120.05 | \$12.50 | \$132.55 | \$290.64 | \$104.17 | \$394.81 | \$410.69 | \$116.67 | \$527.36 |
| Two Person | \$275.54 | \$25.00 | \$300.54 | \$545.84 | \$208.33 | \$754.17 | \$821.38 | \$233.33 | \$1,054.71 |
| Parent Child | \$237.40 | \$25.00 | \$262.40 | \$449.34 | \$208.33 | \$657.67 | \$686.74 | \$233.33 | \$920.07 |
| Family | \$356.76 | \$25.00 | \$381.76 | \$805.08 | \$208.33 | \$1,013.41 | \$1,161.84 | \$233.33 | \$1,395.17 |
| Opt Out with Proof of Coverage | | | | | | \$134.62 | | | \$134.62 |
| Gold Plan | | | | | | | | | |
| Single | \$104.46 | \$25.00 | \$129.46 | \$290.64 | \$104.17 | \$394.81 | \$395.10 | \$129.17 | \$524.27 |
| Two Person | \$244.36 | \$50.00 | \$294.36 | \$545.84 | \$208.33 | \$754.17 | \$790.20 | \$258.33 | \$1,048.53 |
| Parent Child | \$211.88 | \$50.00 | \$261.88 | \$449.34 | \$208.33 | \$657.67 | \$661.22 | \$258.33 | \$919.55 |
| Family | \$313.34 | \$50.00 | \$363.34 | \$805.08 | \$208.33 | \$1,013.41 | \$1,118.42 | \$258.33 | \$1,376.75 |
| Opt Out with Proof of Coverage | | | | | | \$134.62 | | | \$134.62 |
| CDHP-Silver Plan | | | | | | | | | |
| Single | \$27.67 | \$62.50 | \$90.17 | \$290.64 | \$104.17 | \$394.81 | \$318.31 | \$166.67 | \$484.97 |
| Two Person | \$90.78 | \$125.00 | \$215.78 | \$545.84 | \$208.33 | \$754.17 | \$636.62 | \$333.33 | \$969.95 |
| Parent Child | \$87.24 | \$125.00 | \$212.24 | \$449.34 | \$208.33 | \$657.67 | \$536.58 | \$333.33 | \$869.91 |
| Family | \$100.72 | \$125.00 | \$225.72 | \$805.08 | \$208.33 | \$1,013.41 | \$905.80 | \$333.33 | \$1,239.13 |
| Opt Out with Proof of Coverage | | | | | | \$134.62 | | | \$134.62 |

Washington Central UUSD -Bi-Monthly Health Insurance Summary-ESP

APPENDIX D-2

Using January 1, 2021-June 30, 2021 Cost information-Summer Checks Use July 1,2021 Cost Information

NOTE: O-O-P is the Total Out-of-Pocket-Maximum for both medical and prescription drug benefits

| | <u>EMPLOYEE Per Payperiod Cost</u> | | | <u>EMPLOYER Per Payperiod Cost</u> | | | <u>Combined Totals</u> | | |
|--------------------------------|------------------------------------|--------------|-------------------|------------------------------------|--------------|-------------------|------------------------|--------------|-------------------|
| CDHP-Gold Plan | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> |
| Single | \$72.66 | \$12.50 | \$85.16 | \$290.64 | \$91.67 | \$382.31 | \$363.30 | \$104.17 | \$467.47 |
| Two Person | \$136.46 | \$25.00 | \$161.46 | \$545.84 | \$183.33 | \$729.17 | \$682.30 | \$208.33 | \$890.63 |
| Parent Child | \$112.34 | \$25.00 | \$137.34 | \$449.34 | \$183.33 | \$632.67 | \$561.68 | \$208.33 | \$770.01 |
| Family | \$201.27 | \$25.00 | \$226.27 | \$805.08 | \$183.33 | \$988.41 | \$1,006.35 | \$208.33 | \$1,214.68 |
| Opt Out with Proof of Coverage | | | | | | \$134.62 | | | \$134.62 |
| Platinum Plan | <u>O-O-P</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>O-O-P</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> |
| Single | \$120.05 | \$25.00 | \$145.05 | \$290.64 | \$91.67 | \$382.31 | \$410.69 | \$116.67 | \$527.36 |
| Two Person | \$275.54 | \$50.00 | \$325.54 | \$545.84 | \$183.33 | \$729.17 | \$821.38 | \$233.33 | \$1,054.71 |
| Parent Child | \$237.40 | \$50.00 | \$287.40 | \$449.34 | \$183.33 | \$632.67 | \$686.74 | \$233.33 | \$920.07 |
| Family | \$356.76 | \$50.00 | \$406.76 | \$805.08 | \$183.33 | \$988.41 | \$1,161.84 | \$233.33 | \$1,395.17 |
| Opt Out with Proof of Coverage | | | | | | \$134.62 | | | \$134.62 |
| Gold Plan | <u>O-O-P</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>O-O-P</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> |
| Single | \$104.46 | \$37.50 | \$141.96 | \$290.64 | \$91.67 | \$382.31 | \$395.10 | \$129.17 | \$524.27 |
| Two Person | \$244.36 | \$75.00 | \$319.36 | \$545.84 | \$183.33 | \$729.17 | \$790.20 | \$258.33 | \$1,048.53 |
| Parent Child | \$211.88 | \$75.00 | \$286.88 | \$449.34 | \$183.33 | \$632.67 | \$661.22 | \$258.33 | \$919.55 |
| Family | \$313.34 | \$75.00 | \$388.34 | \$805.08 | \$183.33 | \$988.41 | \$1,118.42 | \$258.33 | \$1,376.75 |
| Opt Out with Proof of Coverage | | | | | | \$134.62 | | | \$134.62 |
| CDHP-Silver Plan | <u>O-O-P</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>O-O-P</u> | <u>O-O-P</u> | <u>Total Cost</u> | <u>Premiums</u> | <u>O-O-P</u> | <u>Total Cost</u> |
| Single | \$63.66 | \$75.00 | \$138.66 | \$254.63 | \$91.67 | \$346.30 | \$318.29 | \$166.67 | \$484.96 |
| Two Person | \$127.33 | \$150.00 | \$277.33 | \$509.30 | \$183.33 | \$692.63 | \$636.63 | \$333.33 | \$969.96 |
| Parent Child | \$107.32 | \$150.00 | \$257.32 | \$429.27 | \$183.33 | \$612.60 | \$536.58 | \$333.33 | \$869.92 |
| Family | \$181.16 | \$150.00 | \$331.16 | \$724.63 | \$183.33 | \$907.97 | \$905.79 | \$333.33 | \$1,239.13 |
| Opt Out with Proof of Coverage | | | | | | \$134.62 | | | \$134.62 |