

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

ORANGE SOUTHWEST SCHOOL DISTRICT

And the

ORANGE SOUTHWEST EDUCATION
ASSOCIATION

for

SCHOOL YEARS

2023-2025

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Binding Arbitration

In accordance with 12 VSA Section 556(b), the Board and the Association understand that this agreement contains an agreement to arbitrate. By signing this agreement, the board and Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves 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 III, Grievance.

ARTICLE 1 - DEFINITIONS AND RULES OF CONSTRUCTION

Throughout this agreement, unless the context requires a different meaning, the following definitions and rules of construction shall apply:

- 1.1 The term "School District" shall mean the individual School District noted in 2.1.
- 1.2 The term "School Board" shall mean the Board of School Directors for the School District.
- 1.3 The term "Superintendent" shall mean the Superintendent of Schools for the Orange Southwest School District.
- 1.4 The term "Principal" shall mean the principal of the individual School.
- 1.5 The term "Administrative Supervisor" shall mean the Director of the Randolph Technical Career Center when applied in the context of that school; otherwise, it shall mean the principal of the individual School.
- 1.6 The term "Association" shall mean the Orange Southwest Education Association.
- 1.7 The term "Professional Staff" shall mean persons possessing an appropriate AOE license who are under written contract with the School District for the regular school year who are actually engaged in full-time or part-time positions as classroom teachers, nurses, physical education teachers, guidance counselors, co-op coordinators of the Technical Career Center and librarians, and shall not include substitute teachers, temporary replacement teachers, dental hygienists or teacher aides. The fact that an employee of the School District engages in the act of giving instruction to students, incidental to usual or principal duties, shall not be taken to bring that person within the meaning of the term "Professional Staff."
- 1.8 The term "staff member" shall mean a member of the Professional Staff.

- 1.9 The term "Labor Relations Chapter" shall mean Chapter 57 of Title 16, Vermont Statutes Annotated.
- 1.10 Probationary Staff Member -A teacher employed during his/her first two years of employment by the School Board as defined in § 6.2.
- 1.11 Non-Probationary Staff Member -A teacher who has successfully completed the probationary period defined in § 6.2.

ARTICLE 2 - RECOGNITION AND DURATION OF AGREEMENT

INTRODUCTION

- 2.1 This agreement entered into between the School Board for the ORANGE SOUTHWEST SCHOOL DISTRICT, and the Orange Southwest Education Association, incorporating matters agreed to during negotiations held between the parties pursuant to Title 16, Chapter 57 of Vermont Statutes Annotated.
- 2.2 Until such time that a referendum changes the representative, the School Board agrees to recognize the Association as the representative of the teachers in the School District for the purpose of professional negotiations under the Labor Relations Chapter.
- 2.3 Authorized representatives of the Association shall be permitted to transact official business on school premises at reasonable times, provided that such activities shall not interfere with the teaching of students or assigned duties of School District employees nor interrupt normal school operations.
- 2.4 Any notice to be given to the Association under this agreement shall be sent to the President of the Association at that person's home address or given to him/her in person, and any notice to be given to the Chairperson or to the Clerk of the School Board shall be sent to that person's home. Either party, by written notice to the other, may change the address to which future notices shall be delivered. Expected communication may be sent via email.
- 2.5 On or before October 1 of the year prior to the year in which this Agreement expires, either the Association or Board may notify the other party if it desires to negotiate a successor to this Agreement. Notice shall be in writing and sent via certified mail or delivered in person with the receiving party signing and dating the notice. Notice to the Board shall be sent to the Superintendent and notice to the Association shall be sent to the Association President. Thereafter, the parties shall schedule and conduct negotiating sessions as provided by relevant state statute. The parties will exchange initial proposals on a date mutually agreed upon. If requested by either party, the parties shall make an effort to stipulate to a joint costing-out of economic proposals.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 DEFINITIONS

- A. A "grievance" is a claim by a professional staff member or members, that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
- B. A "grievant" is the person or persons making a claim.
- C. For the purpose of this Article, all "days" shall mean those days when school is in session (meaning students are in attendance), provided that for computing time between May 31 and September 1, exclusive, all days shall mean weekdays (meaning Monday through Friday) exclusive of legal holidays as defined by Chapter 7 of 1 V.S.A. Time periods specified in this procedure may be extended by mutual agreement in writing between Association and Superintendent or the Board.
- D. By mutual agreement, in writing, between the Association and the appropriate administrative official the grievance may be processed to the next Step for original filing.

3.2 RIGHT OF REPRESENTATION

At all steps in the formal grievance procedure, the grievant shall be entitled to be represented by the Association, except that at no time shall the grievant be represented by an administrative official of the School District.

3.3 TIME LIMIT

No grievance shall be valid unless it is submitted pursuant to Step 1 of Section 3.4 hereof within twenty (20) days of knowledge of the occurrence which gave rise to the grievance. Failure of the grievant or Association to adhere to any of the time limits noted herein shall render the grievance null and void. Failure of the administration to render a decision within any of the time limits noted herein shall allow the grievant and/or Association to move the grievance to the next step of the procedure.

3.4 PROCEDURE

The parties acknowledge that it is usually most desirable for an employee and the immediate supervisor to resolve problems through free and informal communication. When requested by the teacher, the Association representative may intervene to assist in the resolution at this informal level. The involved supervisor shall give an answer within five (5) days following a meeting at this level. However, should such informal processes fail to satisfy the professional staff member or the Association then a class grievance may be initiated. The grievance shall be reduced to writing and the grievance processed as described in the following sections. The grievance submitted at all steps shall contain the alleged violation, the section of the agreement involved, and the redress sought. Initial correspondence under this Article shall be by registered mail or personally delivered to the addressee. Expected

communication may be sent via email. Two or more staff members who are personally and directly affected by a common grievance may as a group invoke the grievance procedure with respect to their common grievance, provided they collectively present their grievance within the time limit specified in Step 1. A staff member who commences to pursue a grievance beyond Step 1 collectively with a group of staff members as just provided shall thereafter be deemed to have waived the right to press the grievance alone, except where the other members of the group have abandoned their part in the grievance. The provisions of the grievance procedure, wherein it is by its terms applicable to a single staff member, shall in the case of a grievance collectively pursued be deemed to apply to the aggrieved group.

STEP 1 - The grievant will, if pursuing the grievance, forward a written copy of the grievance to the Administrative Supervisor. A copy thereof shall, at the same time, be filed with the Superintendent and the Association. The Administrative Supervisor shall arrange for a meeting with the grievant and the Association representative(s) to take place within five (5) days of his receipt of the grievance.

Each party shall have the right to include in its representation such witnesses as it deems necessary. The Administrative Supervisor shall, within six (6) days following this hearing, give a written decision, copies of which shall be given to the grievant, the Superintendent, and the Association. Such written answer shall include the reason(s) upon which the decision was based.

STEP 2 - If the grievance is not resolved at Step 1, the grievant may, within six (6) days of receipt of the Administrative Supervisor's written response, forward the grievance in writing to the Superintendent together with written reason(s) for dissatisfaction with the decision of the Administrative Supervisor.

The Superintendent shall arrange for a meeting with the grievant and the Association representative(s) to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary. The Superintendent shall, within ten (10) days of this hearing, give a written decision, copies of which shall be given to the grievant and the Association. Such written answer shall include the reason(s) upon which the decision is based.

STEP 3 - If the grievance is not resolved at Step 2, the grievant, within ten (10) days of receipt of the Superintendent's written response, will forward the grievance in writing to the Chairperson of the School Board, together with written reason(s) for dissatisfaction with this decision of the Superintendent.

The Superintendent shall arrange for a meeting with the grievant and the School Board to take place within fifteen (15) days of the School Board's receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary. The Board shall, within ten (10) days of this hearing, give its written decision, copies of which shall be given to the grievant and the Association. Such written answer shall include the reason(s) upon which the decision is based.

STEP 4 - In the event the grievant is not satisfied with the disposition of the grievance at

Step 3, or if no decision has been rendered within the time prescribed in Step 3, the Association may submit the dispute to binding arbitration in a letter to the Board, care of the Superintendent. The submission to arbitration shall be made in writing within fifteen (15) days after receipt of the School Board's decision by the grievant and the Association or within fifteen (15) days from the deadline for receipt of the decision, whichever is sooner.

If the parties do not mutually agree upon an arbitrator within twenty (20) days of notice of submission of the dispute to arbitration, an arbitrator shall be selected through the rules and procedures of the American Arbitration Association.

If an arbitrator is not selected or the grievance is not submitted to the AAA within twenty (20) days after the notice of arbitration is submitted to the Board, the grievance will be null and void.

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall govern any arbitration proceeding under this agreement.

The arbitrator's decision shall be in writing and shall set forth the findings, reasoning, and conclusions on the issues submitted. The arbitrator shall not add to, detract from, or in any way alter the provisions of this agreement. The decision of the arbitrator shall be final and binding. The cost of the services of the arbitrator shall be borne equally by the School Board and the Association.

Nothing herein shall be construed to prohibit the settlement of a grievance at any stage of the procedure.

No other procedure for processing a grievance will be recognized.

- 3.5 The School Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level. No teacher will be required to discuss any grievance if the Association's representative is not present.
- 3.6 No reprisals of any kind will be taken by the School Board or the school administration against any teacher because of his/her participation in this grievance procedure.
- 3.7 Should the presentation or hearing of a grievance at any step require that any professional staff member or Association representative be released from that person's regular assignment in order to represent the grievant or be available as a probable witness, he/ she shall be released without loss of pay or benefits. The Superintendent is to be informed as to which staff members are to be released as participants in the grievance prior to the setting of the date for the hearing.
- 3.8 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE 4 - SALARY AND RELATED MATTERS

- 4.1 The salary schedules for professional staff members employed by the School District are set forth in Appendices attached hereto.

- A. All staff eligible to move vertically on the salary schedule in Appendix A will advance one step on said schedule for each year of this Agreement. A newly employed professional staff member shall be hired at a salary schedule step to be recommended by the Administration and approved by the School Board. Such recommended salary step shall be based on previous full time teaching experience in a position requiring a professional teaching license and level of professional degree and/or graduate study, except as noted in Article 4.13.
- 4.2 Acceptance of educational credits for horizontal movement on the salary schedule shall be subject to the following conditions:

- A. All credit courses, workshops, and non-college credit courses must be approved by the Superintendent, except those which are part of a program of studies previously approved by the Superintendent.
- B. No more than two fifths of the credits for any horizontal move shall consist of workshop or non-college credit courses.
- C. Only post-degree credits shall be considered except in the case of non-degree level staff when approved by the Superintendent. Upon placement on the MA column, teachers may only apply graduate credits earned in the previous five years not related to the MA, and graduate credits earned subsequent to placement on the MA column for subsequent placement on the MA+15 column.

Instructional staff members who accumulate additional credits and wish to claim them for salary purposes must provide a written report/transcript of any such credits to the Superintendent. The latest date for any such salary revision shall be one week before the issuance of the first October paycheck. Such revision shall be retroactive to the first paycheck.

Teachers who anticipate moving horizontally on the salary schedule for the ensuing school year will notify the Superintendent's office no later than October 15 of the year preceding the column change.

- 4.3 Employees may elect single, two-person or family insurance coverage from the VEHI health insurance options (Platinum, Gold, Gold **CDHP**, or Silver **CDHP**). The Board will pay 85% of the premium for single, parent/child(ren), 2-person, or family coverage of the VEHI Gold CDHP Health Insurance plan or the equivalent dollar amount applied toward the premium cost of the Platinum, Gold, or Silver CDHP. In addition, the Board shall provide each teacher with an integrated Health Reimbursement Arrangement sufficient to cover 90% of the Total Out Of Pocket Maximum for the Gold CDHP toward the out of pocket costs for the VEHI plan chosen by the teacher. Each teacher shall pay the first 10% of the Total Out of Pocket Maximum for the Gold CDHP for the VEHI plan chosen by the teacher. All administrative costs for the integrated HRA shall be paid by the Board. All administration of the HRA, including tracking the percentage used, shall be done by a third party designated by the OSSO to administer the HRA.

Effective July 1, 2020, 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 C of this collective bargaining agreement.

- 4.4 The School Board will provide group term life insurance protection for each full-time staff member in the face amount of ten thousand dollars (\$10,000). In the event of accidental death, such insurance will pay double the face amount.
- 4.5
- A. The School Board shall pay one hundred percent (100%) of the premium cost of long-term disability ("LTD") insurance. The insurance will have a monthly benefit of two-thirds (66.66%) of salary at the time of disability, an elimination period of ninety (90) calendar days, and a benefit period extending to age 65. Each eligible teacher shall apply for this coverage at the earliest possible time allowed by the carrier (i.e., so that benefit will commence at the completion of the 90-day elimination period) and shall utilize this coverage as soon as benefits are authorized by the carrier.
- B. Once an employee has been absent for one hundred eighty (180) days due to the same illness/disability occurrence, the District shall discontinue paying its share of the teacher's health insurance costs. Once a teacher is eligible to receive LID benefits the teacher may elect to continue receiving any accrued sick leave, but the sick leave will be prorated so that the LID benefits and sick leave combined shall not be in excess of 100% of the teacher's regular salary. Sick leave shall not be provided during any period when the teacher would not have been paid (i.e., during any school vacation period).
- C. In cases where a teacher has begun to collect LID benefits, his or her position will be held available and filled by a substitute for up to two contract years, including the one in which the disability occurs. The professional staff member may request the job be held for an additional contract year, with the board's approval; such requests for leave beyond the two-year period must be written and must be received by the appropriate building principal by April 1st of the second contract year of disability.
- 4.6 The School Board will pay one hundred percent (100%) of the premium cost necessary to provide single, two person or family coverage in a dental plan with benefits equal to the Insurance Plan. The School Board may use whatever premium payment scheme it selects as long as the benefits provided by the contractually designated dental insurance program, identified herein above, are not altered, diminished or otherwise changed.

DENTAL INSURANCE

Class 1 - Diagnostic/Preventive Care	100%
Class 2 - Basic Care	100%
Class 3-Major Care	75%
Class 4 - Orthodontic Care	50%
Individual Plan Year Deductible: None (applies to classes 1,2,3, &4)	
Individual Plan Year Maximum (classes 1,2 &3): \$1,300	
Individual Lifetime Maximum (class 4 only): \$1,000	

- 4.7 Remuneration for part-time staff members shall be pro-rated with respect to the amount of time contracted.

- 4.8
- A. For any class not taken as part of the Technical Center Instructional Staff CTE Teacher Prep Program, the Board will pay 100% of the cost of tuition for the first six (6) credits and 50% of the tuition cost of the next three (3) credits per contract year, subject to prior approval in writing from the Superintendent. Tech Center staff who must take classes for licensure are covered under 4.8b of this section. Tuition reimbursement shall be up to the current University of Vermont tuition rate and shall reflect the deduction of fellowship grants. Upon approval by the Superintendent, the District shall pre-pay fifty percent (50%) of the tuition for the approved course and shall reimburse the employee for the remaining tuition once the employee has provided proof of payment and satisfactory completion of the course. In the event the employee fails to satisfactorily complete the course with a grade of B- or higher or its equivalent, the employee shall repay the District the amount of the money pre-paid by the District and said payment shall be automatically deducted from the employee's paycheck(s) based on a payment schedule determined by the Superintendent.
 - B. The Board will pay 100% of the cost of tuition for the first six (6) credits and 50% of the tuition cost of the next three (3) credits per contract year for all Instructional Staff at the Randolph Technical Career Center who are required to attend and complete the "C.T.E. Teacher Prep Program" required to obtain a Level 1 Vermont Teacher License. Payment will be made directly to the institution offering/providing the courses that Instructional Staff are required to take as part of the "C.T.E. Teacher Prep Program." In the event the employee fails to satisfactorily complete the course with a grade of B- or higher or its equivalent, the Staff Member is required to pay the District for that class. Payment shall be made via automatic deductions based on a payment scale determined by the Superintendent with consultation with and agreement by the Staff Member.
- 4.9 The professional staff shall be paid the first and fifteenth of each month and the first paycheck of each school year shall be issued on September 1. Employees may elect to be paid over twenty (20) or twenty-four (24) pay periods. If a pay day falls during a scheduled school vacation, the professional staff members will receive their pay checks on the last day of school prior to the start of the scheduled vacation. Teachers may receive their summer paychecks when they leave at the end of the school year.
- 4.10 The School Board agrees to deduct from the salaries of its staff members' dues for the Orange Southwest Education Association, Vermont-NEA and NEA as said teachers individually and voluntarily authorize the School Board to deduct. These deductions shall be made in substantially equal installments. Such authorization shall be in writing and submitted to the Superintendent by the teachers (with a copy to the Association) and the payroll deduction shall begin no later than the second pay period after receipt of the authorization. Such deductions shall continue unless and until a teacher withdraws his/her authorization. A teacher may withdraw his/her authorization for the deduction of Association dues by submitting written notice to the Superintendent (with a copy to the Association) and the deduction will be discontinued no later than the second pay period after receipt of the authorization withdrawal. The monies deducted will be deposited each pay period in the Orange Southwest Education Association's account.
- 4.11 The School Board agrees to deduct, upon request of a staff member, payroll deductions in the areas listed below, provided the total number of deductions does not exceed the usual and customary capacity of the payroll system:
- A. Income protection insurance

- B. Health and accident insurance
- C. Credit union membership
- D. Association dues
- E. Annuity
- F. Medical and/or dependent care flexible spending accounts (equal to Section 125 "Cafeteria" plan)
- G. 403B or 457 account

4.12 A staff member holding a remunerated position in extra-curricular activities shall be paid, in addition to his or her regular salary, an amount to be determined by applying the respective factor found in Appendix B to the step on the bachelor's column of the salary schedule which represents the number of years' experience in the position. The rate for a particular activity may be increased or decreased by the principal, with the consent of the School Board and the Association, if the circumstances of that particular activity are different from those of the preceding year. Each school that provides extracurricular activities shall carry in its budget funds for payment for extracurricular activities. Principals are encouraged to involve faculty in decision-making as to activities to be funded.

4.13

- A. A non-degree instructional staff member at the Randolph Technical Career Center ("RTCC") may be placed on the bachelor's column of the salary schedule by either (A.) the demonstration of six (6) years trade experience directly related to his/her instructional area, or (B.) holding an associate's degree in a relevant field plus three (3) years of experience directly related to his/her instructional area. Each additional two (2) years of directly related experience may allow the staff member to advance one (1) step within his column. Initial step placement will be governed by paragraph C of this section. The superintendent shall have the discretion to consider prior experience, work experience, and other market conditions when considering an upward departure in initial placement on the salary scale.
- B. Instructional staff members hired by the RTCC who hold either a bachelor's or master's degree in a field relevant to their area of instruction and less than four (4) years of prior experience shall be placed on Step 1 of the appropriate column of the salary schedule at the time they are hired; such a teacher shall be placed on Step 2 if he/she has four (4) years of prior experience and each additional two (2) years of prior experience shall equate to one (1) additional step on the salary schedule for initial schedule placement. All prior work experience must be directly related to the teacher's instructional area. Thereafter, the staff member shall advance one (1) step for each year of teaching experience at RTCC. Initial step placement will be governed by paragraph C of this section.
- C. All instructional staff members, regardless of degrees, hired by RTCC with prior teaching experience shall be given one (1) step for each year of licensed teaching experience. This step credit shall be applied during the initial placement of a new employee.

4.14 The Board will provide the teachers with coverage for liability insurance as written under 16 V.S.A. §1756, and Workers' Compensation. When a teacher receives Workers' Compensation benefits, he/ she shall also have the option to use his/her accumulated sick leave to offset the difference between the Workers' Compensation benefits and his/her full salary. When the teacher elects this option, this shall be accomplished by the teacher endorsing all Workers' Compensation benefit checks over to the District, including those received during all holiday and vacation periods (including summer vacation); the District

will then pay the teacher his/her full salary and deduct 1/3 of a sick leave day from the teacher's accumulation for each school day of absence. The Board shall also continue to pay its share of all insurance benefits provided by the Agreement until the teacher's sick leave is exhausted. The Board may elect to stop payment of sick leave salary until receipt of Workers' Compensation benefits from the teacher.

- 4.15 When work related travel is authorized by the Superintendent (including between schools within the district) and the teacher uses his/her personal vehicle, the teacher shall be reimbursed for actual mileage at the current IRS rate. Reimbursement shall be provided after submission of a voucher to the Superintendent (or designee). Such reimbursement shall not include travel between the teacher's residence and any school within the district.

ARTICLE 5 - STAFF EVALUATION

- 5.1 The use of eavesdropping, public address and audio systems and similar secret surveillance devices or methods shall be strictly prohibited.
- 5.2 The District's evaluation protocol will be posted on the School District's website. Teachers will be notified of any changes made by the District to the protocol. The protocol will be consistent among schools within the OSSD.
- 5.3 The Superintendent shall or shall designate a member of the administration to complete a periodic work performance evaluation on each staff member. The evaluation report shall become part of the professional record of the staff member and shall be incorporated in his/her personnel record. The evaluation procedure shall be as follows:
- A. The evaluator shall make arrangements at least one (1) day in advance of initiating a series of evaluation visits and associated conferences with the staff member involved. The administration may make other observations at will.
 - B. The evaluator shall present a written report of evaluation to the staff member. A conference will be scheduled in a timely manner to discuss the report. The report must be in the hands of the staff member at least one (1) full day prior to the conference.
 - C. The staff member shall acknowledge receipt of the evaluation report by signature.
 - D. The evaluator shall file both the report and the acknowledgment signature with the Superintendent, who shall place it in the personnel record of the staff member.
- 5.4 No report of evaluation may be placed in the personnel record of the staff member, or be otherwise acted upon, without a prior conference with the staff member. Each report of evaluation must carry the signature of the staff member acknowledging the existence of said report in this record.
- 5.5 A non-probationary staff member whose work performance is reported unsatisfactory by a designated evaluator shall be promptly informed of the area(s) of specific deficiency. Specific measures for improvement of performance will be set forth in a written "improvement plan" which shall specify the following:
- A. a timeline for achieving the improvement,

- B. a plan of the evaluation of progress determined, and
- C. a defined period of improvement which consists of no less than thirty (30) school days, unless otherwise mutually agreed to by the teacher and Superintendent, and
- D. an administrator shall provide a written copy of this improvement plan to the Superintendent at the same time it is provided to the teacher.

A summary evaluation of the improvement plan will be presented to the teacher on or before April 1. This summary evaluation will indicate whether or not the teacher has satisfied the improvement plan. The summary evaluation will also denote what action is to follow; this includes but is not necessarily limited to (a) affirming the completion of the plan, or (b) recommending a continuation of all or part of the plan and details for the same, or (c) a recommendation for non-renewal, or (d) other.

ARTICLE 6 - EMPLOYMENT RIGHTS

- 6.1 Except for probationary teachers as noted in §6.2, no teacher shall be disciplined or reprimanded, suspended, or dismissed, reduced in rank or compensation, or fail to have his or her contract renewed without just cause.
- 6.2 Any staff member newly hired by the School Board on a full-time or part-time basis shall be employed under probationary contracts for his/her first two (2) full consecutive school years of employment. During this period of probation, a School Board decision to suspend, terminate, or not to re-employ such a staff member shall not be subject to the just and sufficient cause provision in section 6.2. Any action by the School Board with respect to the non-renewal of these teachers shall be given on or before April 15. The Board's failure to re-employ a probationary teacher (AKA "non-renewal") will not be subject to the grievance/ arbitration procedure of this Agreement. The discipline, supervision or termination of a probationary teacher will be subject to the grievance procedure only up to the Board level and the Board's decision shall be final and not subject to arbitration. Grievances regarding the supervision or termination of a probationary teacher will be filed directly at the Board level.
- 6.3 Each individual employment contract shall be signed by the School Board or its duly authorized agent before being issued to the staff member. When the individual employment contract is issued, the school's location and teaching assignment will be stated on an attachment to the contract.

A change in such assignments after August 1 of the contract year shall give the staff member the option of release from the contract without penalty. This option must be exercised within fifteen (15) days of notice to the staff member of such change.

- 6.4
 - A. Individual teaching contracts will be issued on or before April 15. A staff member receiving an individual employment contract shall indicate acceptance of the offer by signing and returning the contract within fifteen (15) calendar days from the date of issuance. Failure of a staff member to respond may, at the option of the School Board, be accepted as conclusive evidence of non-acceptance of the offer, and in

such instances the position shall be considered vacant. A staff member may request an extension of time prior to the end of the fifteen (15) day signing period for signing and returning his or her individual contract, but such request shall be in writing, and written approval of the Superintendent will be required.

- B. For teachers employed under a temporary license (provisional or emergency) on or before the contract issuance date noted in 6.4A, said teacher must hold a valid Level I or Level II Vermont teacher's license applicable to the school year for which the contract is to be issued; if the teacher does not hold such license, a contract will not be issued, unless the Superintendent grants an extension of time for the teacher to obtain said license.
- 6.5 A copy of this Agreement will be given to each staff member at the School District's expense.
- 6.6 On or before May 1 the Superintendent shall notify the Association of all known professional staff positions which are open for the following year.
- 6.7 The District may issue a teacher a temporary contract when the teacher is hired to substitute for a regular teacher who is on a leave of absence. A staff member who has a temporary contract is not entitled to non-renewal rights under Article 6 and reduction in force procedure under Article 7. However, if a temporary teacher is hired as a regular teacher, for the school year immediately following his/her temporary assignment, the time spent in the temporary position will count for seniority and he or she will be able to accumulate his or her unused sick leave.
- 6.8 The professional staff member may review his or her personnel record and:
- A. Secure a copy of any document contained therein at the expense of the School District, and
 - B. Present to the Superintendent a statement of rebuttal to any report. This statement shall become a part of the staff member's personnel record.
 - C. Call any inaccuracies to the attention of the Superintendent. The Superintendent will review the document(s) brought to his or her attention and, if any inaccuracies are identified, the Superintendent will direct the author of said document(s) to revise it/them appropriately or the superintendent shall remove the document(s) from the staff member's personnel records.
- 6.9 The office of the Superintendent shall reasonably protect the confidentiality of the staff member's record and shall in no instance maintain more than one personnel record on any staff member.
- 6.10 Any complaint regarding a staff member made to any member of the administration or School Board by any parent, student, or other person, which may be used in any manner in evaluating a staff member, will be promptly investigated and called to the attention of the staff member. The staff member will be given an opportunity to respond to or rebut such complaint.

ARTICLE 7 - REDUCTION IN FORCE

- 7.1 The School Board agrees that reduction in the Professional Staff will not be made arbitrarily or capriciously.
- 7.2 The administration or School Board shall advise the staff of any contemplated reductions in the Professional Staff in order for the Association to be heard on the subject, if it wishes, at a school board meeting before the final decision of specific reductions is made.
- 7.3 Unless basis in fact can be shown for not re-hiring a senior staff member, seniority with a level II certification in the endorsement area shall have first preference at retaining available positions. For the purposes of this Article, seniority will be computed from the beginning of a staff member's most recent period of continuous employment in the School District. Seniority will begin to accrue as of the date on which the individual contract was signed. Part-time staff members will accrue seniority on a pro-rata basis.

Staff members employed after the 1976-77 school year will begin to accrue seniority as of the date their individual contracts are received in the central office by the Superintendent or the Superintendent's Administrative Assistant. Seniority will continue to accrue during all paid leaves of absence for a period of two (2) years from the effective date of any layoff.

Seniority will not be broken by unpaid leaves of absence, nor by employment by the School Board in a position outside the negotiating unit, but such time will not be counted in computing seniority. When seniority is equal, ability to perform the work in question, as determined by the Superintendent, will be the deciding factor.

- 7.4 A staff member about to be terminated under a staff reduction may apply for any vacancies in the school district for which he or she is certified. If, in the judgment of the Superintendent, the staff member is sufficiently qualified and properly licensed and endorsed to hold the position, the Superintendent shall recommend that staff member be given preferential consideration over candidates not already employed by the School Board. Such judgment shall not be exercised arbitrarily nor capriciously.
- 7.5 If the School Board decides to eliminate a position in the School District and therefore decides not to re-employ a staff member for the ensuing year, notice to this effect may be given to the staff member as late as April 15.
- 7.6 Instructional staff members on lay-off status shall be accorded preferential consideration for any normal employment as substitutes within the school district. Such staff members who desire employment as substitutes shall request such employment in writing.
- 7.7 All staff members about to be terminated under a reduction in force shall be granted reasonable time off for the purpose of interviewing at nearby schools at which positions exist.
- 7.8 Any staff member terminated under a staff reduction will have first opportunity to fill the position so eliminated if it later becomes available during the ensuing two (2) years. Instructional staff will be notified by certified mail and will be allowed to respond. It will be the responsibility of the teacher to keep a current address on file with the Superintendent.

ARTICLE 8 - LEAVE POLICY

8.1 Sick Leave:

- A. Individual - A full-time staff member under contract for the regular school year shall be entitled to paid leave for absences due to personal illness and/or disability, including disabilities connected with or resulting from pregnancy. Such staff members shall be allowed a maximum of eighteen (18) days sick leave with full pay during each school year, cumulative to a maximum of 90 days, including the sick leave days allowed for the current school year at the time of consideration. Those staff members who have accumulated more than 90 days prior to the 1996-97 school year remain entitled to those days, but once those days over 90 are used, members may not accumulate more than 90 days. Sick leave for part-time staff members will be pro-rated.
- B. Family - Staff members may use up to thirty (30) accumulated sick days to care for ill or injured members of their immediate families. Immediate family shall be defined as the teacher's spouse or civil union partner, children, and parent or parent-in-law.
- C. Bereavement - Up to five (5) sick days may be used to attend to matters surrounding the death of an immediate family member or other person of similar attachment. Immediate family shall be defined as the teacher's spouse, children, parents, siblings, parent-in-law, and sibling-in-law.
- D. Long-Term Disability- When a teacher has utilized all of his/her paid sick leave and has a medical condition that would meet the eligibility requirements of the LID carrier (per § 4.5) the District will pay the teacher 66.6% of his/her regular salary for the period of time between his/her final sick leave day and the completion of the ninety (90) calendar day LTD elimination period. This payment shall not be made during any period when the teacher would not have been paid (i.e., during any school vacation periods).

8.2 **Emergency Leave:** A full-time staff member under contract for the regular school year shall be allowed a maximum of three (3) days' leave with full pay for emergencies only. The Superintendent or an authorized representative of the Superintendent shall determine whether a situation constitutes an emergency which would qualify under this section.

8.3 **Personal Leave:** A full-time staff member under contract for the regular school year shall be allowed three (3) days' leave per school year with full pay to attend to personal matters which cannot be accomplished outside regular school time. Such leave shall not be used for the purpose of extending a vacation; however, the Superintendent, at his/her discretion, may grant use of these days in conjunction with a vacation under special circumstances. At the staff member's option, these three (3) days of leave may be added to the leave available under the previous section 8.2. The staff member shall give notice to the Superintendent or to an authorized representative of the Superintendent that leave is to be taken under this section at least five (5) days before taking such leave, except in the case of an emergency.

8.4 **Professional Activities:** The School Board and administration encourage teachers to participate in professional growth activities. Reasonable costs accrued by attending workshops, conferences, observations in other schools and so forth, will be reimbursed.

Approval for participation in professional growth activities must be obtained in writing from the teacher's building administrator and the Superintendent of Schools prior to attending the activity.

- 8.5 Statutory: Leave: The Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA") for eligible employees. Whenever an employee is granted paid or unpaid leave pursuant to the terms of this Agreement, and the employee is also entitled to leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. Also, FMLA/PFLA leave will be provided concurrent with Workers' Compensation benefits where concurrent entitlement exists. The employee may elect to use up to six (6) weeks of any paid leave (to which the employee is entitled under the terms of this Agreement) during any period of leave provided pursuant to FMLA and/or PFLA. All other matters regarding the administration of leave provided pursuant to the FMLA and the PFLA shall be as provided by the District's policies and practices.
- 8.6 Jury Duty: A teacher called for jury duty shall be excused from work as found necessary by the court. However, the teacher must inform the appropriate administrator as soon as notice from the court is received and shall verify the dates of actual jury duty. If a teacher is either released by the court before his or her hours of employment are over or is able to report to work before court duty is required, the teacher is required to report to work. Compensation for each day of jury duty will be at the teacher's regular daily rate less the amount paid by the court. The teacher's absence shall be considered as jury duty and not charged as emergency, sick, or personal days.
- 8.7 A sick leave bank for use by professional staff covered by this contract who have exhausted accrued sick leave will be established.
- A. All professional staff will contribute one (1) day of sick leave to the bank to establish it.
 - B. Therefore, professional staff new to the system shall contribute one (1) day of sick leave to the bank in the first year of employment.

Any professional staff may request the use of days from this pool under the conditions noted herein. Such requests will be submitted, in writing, accompanied by supporting documentation, to the superintendent. Use of these days must be consistent with the following provisions:

- A. The staff member, their child, stepchild, ward, parent, parent-in-law, spouse or domestic partner (as defined under the District's health insurance plan) must suffer from a major health condition or serious illness. Major health condition or serious illness would be defined by FMLA/VPFLA. A professional staff member need not, necessarily be eligible for FMLA/VPFLA as is defined by FMLA/VPFLA.
- B. The recipient(s) must have exhausted all personal sick leave.
- C. Adequate medical evidence of serious illness will be provided.

Initial grant of sick leave to an eligible professional staff member shall not exceed sixty (60) days. Upon completion of the first sixty (60) days, the period of entitlement may be extended by the superintendent upon demonstration of need by the applicant.

If the sick leave bank is exhausted, each professional staff member with thirty (30) or more days of accrued sick leave will donate one (1) day to replenish the bank.

ARTICLE 9 - EXTENDED LEAVES

- 9.1 A leave of absence without pay for a full school year or the balance of the present contractual year will be granted to a staff member for the purpose of caring for a sick member of his or her immediate family or other persons of similar attachment. Such staff member will notify the Superintendent in writing of a desire to take such leave, and except in case of an emergency, shall give such notice at least thirty (30) days before the date on which the leave is to begin. The notice of leave shall include a physician's statement certifying the illness of the person for whom care is to be given.
- 9.2 Following the birth or adoption of a child, teachers will be granted a six (6) work week childcare leave without pay upon request. Additional unpaid leave may be granted at the discretion of the School Board.
- 9.3 A staff member on extended leave, as authorized by this article, will be allowed to continue insurance benefits under any group insurance policy, provided the staff member pays the monthly group premium and obtains the approval of the insurer.
- 9.4 All benefits to which a staff member is entitled at the time a leave of absence commences shall be restored upon return to duty, and the staff member shall be assigned to the same position which held at the time the leave commenced, if available, otherwise, to an equivalent position for which the staff member is properly licensed and endorsed, if available. Notice of a staff member's intention to return to the School District shall be given, in writing, to the School Board between January 1 and January 20, inclusive, prior to the commencement of the school year for which he/ she intends to return.
- 9.5 Sabbatical leave with pay shall be granted as follows:
- A. Eligibility: Teachers who have been employed by any school in the Orange Southwest School District for fifteen (15) consecutive years shall be eligible to apply for a paid sabbatical leave. Any teacher who has previously been granted a paid sabbatical leave shall be eligible for a second such leave after completing ten (10) consecutive years of employment in any school in the Orange Southwest School District subsequent to the completion of his or her first sabbatical leave. Upon completing a sabbatical leave, a teacher shall be obligated to teach in the Orange Southwest School District for a minimum of two (2) consecutive years. Any teacher who fails to complete said two (2) years of employment shall reimburse the Orange Southwest School District the full amount of salary and benefit costs he or she received while on sabbatical leave.
- B. Approval: No more than one (1) sabbatical leave shall be approved in any school year. Requests for sabbatical leave shall be submitted to the Superintendent on or before November 15 of the school year immediately preceding the year for which leave is being requested. Leave requests shall be reviewed by a committee appointed by the OSSD Board, composed of two teachers, one administrator and one school board member, which shall make a recommendation to the OSSD Board. The OSSD Board shall have the ultimate authority to grant or deny a sabbatical leave, or may delegate that authority to the appropriate local board. The decision will be made on

or before February 1 of the preceding school year.

- C. Compensation: A teacher on sabbatical leave shall receive fifty percent (50%) of the salary he/she would have received for teaching during the school year he/she is granted sabbatical leave. The School Board shall also continue to provide coverage under all insurance policies provided pursuant to this Agreement. Time spent on sabbatical leave shall be credited as employment for purposes of salary schedule placement, leave accrual and seniority pursuant to the terms of this Agreement.

9.6 Sabbatical leave without pay shall be granted as follows:

A sabbatical leave without pay for one full school year or for one semester shall be granted to a professional staff member for the purpose of study or travel. Leave under this provision shall be limited to one professional staff member unless no leave has been granted under 9.5 in which case two (2) professional staff members shall be eligible. Application under this section shall be made to the School Board on or before November 15 of the year preceding the leave. Additional leaves may be granted at the discretion of the School Board. The School Board will notify the teacher applicant on or before February 1 of the preceding school year.

ARTICLE 10 - OTHER CONDITIONS OF EMPLOYMENT

- 10.1 For purposes of this agreement, for any staff member, the contract for the regular school year shall not exceed 185 days, including orientation, teachers' convention, and in-service days beginning no earlier than five days before the first student day and ending no later than the last day of school. However, if state requirements change so as to affect these time periods, the School Board may adjust the schedules to comply with the state requirements. The limitations of this section shall not apply to newly employed staff members. The school calendar shall include:
 - A. One hundred and seventy-nine (179) student days. Two (2) student days each year shall be contingency days for unanticipated school closings.
 - B. Six (6) teacher in-service education days, during which School Board sponsored activities shall be conducted. The in-service day immediately preceding the first day of classes at the beginning of the school year will be for the exclusive use of individual teachers to prepare for the beginning of the school year, unless other arrangements have been made with the consent of a majority of the teachers in their respective buildings.
- 10.2 When the Technical Career Center sending schools' Superintendents have voted on a calendar for the ensuing year, the OSSD Superintendent will (as soon as practical) provide the Association President with a copy.
- 10.3 The Board agrees to provide duty free lunches for all professional staff members during the student day barring any temporary, extraordinary, or unusual circumstances. The length of a teacher's duty-free lunch shall be at least as long as his/her students' lunch period.

- 10.4 A teacher may agree to work beyond the contracted school year when requested by the principal/ administrator. The teacher has the right of refusal and will be held harmless if unable or unwilling to perform the work requested.
- 10.5 When a teacher is assigned to work in multiple schools on the same day, travel between the schools shall occur during the regular teacher workday.
- 10.6 Absent a real emergency, teachers may be required to remain after the end of the regular day without additional compensation not more than three (3) times per month to attend regularly scheduled faculty meetings, collective professional development meetings, and educational collaboration meetings. These meetings will end no later than 4:15pm. No more than one such meeting shall be scheduled per week.

ARTICLE 11 - SEVERABILITY

- 11.1 If any provision of this agreement or any application thereof to a staff member is held to be contrary to law, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all the provisions and applications will continue in full force and effect. The parties agree to meet no later than ten (10) days after any such holding becomes final, for the purpose of renegotiating the provision or provisions affected.

ARTICLE 12 - FINAL RESOLUTION

- 12.1 This agreement constitutes the final resolution of all matters which are subject to negotiations. No change may be made in this Agreement, except by mutual agreement of both parties, evidenced in writing.

ARTICLE 13 - DURATION

- 13.1 This Agreement shall become effective July 1, 2023, and shall continue in full force and effect until twelve o'clock (12:00) midnight, June 30, 2025. If neither the Board nor the Association gives written notice to the other of its intention to negotiate a successor to this Agreement as noted in 2.5 of this Agreement, this Agreement will automatically be renewed and will continue in full force and effect for additional period of one (1) year.

Dated at Randolph in the County of Orange and State of Vermont this day of July 2023.

ORANGE SOUTHWEST EDUCATION ASSOCIATION

BY: _____

SCHOOL BOARD FOR ORANGE SOUTHWEST SCHOOL DISTRICT

_____ CHAIR, OSSD SCHOOL BOARD

_____ VICE CHAIR, OSSD SCHOOL BOARD

APPENDIX A

OSWEA							
2023-2024							
Salary Schedule							
INDEX							
Step	Non-Degr	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30
1	0.9650	1.0000	1.0350	1.0700	1.1050	1.1400	1.1750
2	1.0000	1.0350	1.0700	1.1050	1.1400	1.1750	1.2100
3	1.0350	1.0700	1.1050	1.1400	1.1750	1.2100	1.2450
4	1.0700	1.1050	1.1400	1.1750	1.2100	1.2450	1.2800
5	1.1050	1.1400	1.1750	1.2100	1.2450	1.2800	1.3150
6	1.1400	1.1750	1.2100	1.2450	1.2800	1.3150	1.3500
7	1.1750	1.2100	1.2450	1.2800	1.3150	1.3500	1.3850
8	1.2100	1.2450	1.2800	1.3150	1.3500	1.3850	1.4200
9	1.2450	1.2800	1.3150	1.3500	1.3850	1.4200	1.4550
10	1.2800	1.3150	1.3500	1.3850	1.4200	1.4550	1.4900
11	1.3150	1.3500	1.3850	1.4200	1.4550	1.4900	1.5250
12		1.3850	1.4200	1.4550	1.4900	1.5250	1.5600
13			1.4550	1.4900	1.5250	1.5600	1.5950
14				1.5250	1.5600	1.5950	1.6300
15					1.6300	1.6650	1.7000
SALARY							
Step	Non-Degr	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30
1	\$45,168	\$46,806	\$48,444	\$50,082	\$51,721	\$53,359	\$54,997
2	\$46,806	\$48,444	\$50,082	\$51,721	\$53,359	\$54,997	\$56,635
3	\$48,444	\$50,082	\$51,721	\$53,359	\$54,997	\$56,635	\$58,273
4	\$50,082	\$51,721	\$53,359	\$54,997	\$56,635	\$58,273	\$59,912
5	\$51,721	\$53,359	\$54,997	\$56,635	\$58,273	\$59,912	\$61,550
6	\$53,359	\$54,997	\$56,635	\$58,273	\$59,912	\$61,550	\$63,188
7	\$54,997	\$56,635	\$58,273	\$59,912	\$61,550	\$63,188	\$64,826
8	\$56,635	\$58,273	\$59,912	\$61,550	\$63,188	\$64,826	\$66,465
9	\$58,273	\$59,912	\$61,550	\$63,188	\$64,826	\$66,465	\$68,103
10	\$59,912	\$61,550	\$63,188	\$64,826	\$66,465	\$68,103	\$69,741
11	\$61,550	\$63,188	\$64,826	\$66,465	\$68,103	\$69,741	\$71,379
12		\$64,826	\$66,465	\$68,103	\$69,741	\$71,379	\$73,017
13			\$68,103	\$69,741	\$71,379	\$73,017	\$74,656
14				\$71,379	\$73,017	\$74,656	\$76,294
15					\$76,294	\$77,932	\$79,570
Payments off The Salary Schedule to Teachers who had Exhausted Step Movement							
		1995-96	\$1,315				
		1996-97	\$1,315				
		1998-99	\$600				
		1999-00	\$750				
		2000-01	\$1,200				
These Increases are Permanent and are to be Reflected and so Identified in the Employee's Individual Contracts							

OSWEA

2024-2025

Salary Schedule

INDEX

Step	Non-Degr	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30
1	0.9650	1.0000	1.0350	1.0700	1.1050	1.1400	1.1750
2	1.0000	1.0350	1.0700	1.1050	1.1400	1.1750	1.2100
3	1.0350	1.0700	1.1050	1.1400	1.1750	1.2100	1.2450
4	1.0700	1.1050	1.1400	1.1750	1.2100	1.2450	1.2800
5	1.1050	1.1400	1.1750	1.2100	1.2450	1.2800	1.3150
6	1.1400	1.1750	1.2100	1.2450	1.2800	1.3150	1.3500
7	1.1750	1.2100	1.2450	1.2800	1.3150	1.3500	1.3850
8	1.2100	1.2450	1.2800	1.3150	1.3500	1.3850	1.4200
9	1.2450	1.2800	1.3150	1.3500	1.3850	1.4200	1.4550
10	1.2800	1.3150	1.3500	1.3850	1.4200	1.4550	1.4900
11	1.3150	1.3500	1.3850	1.4200	1.4550	1.4900	1.5250
12		1.3850	1.4200	1.4550	1.4900	1.5250	1.5600
13			1.4550	1.4900	1.5250	1.5600	1.5950
14				1.5250	1.5600	1.5950	1.6300
15					1.6300	1.6650	1.7000

SALARY

Step	Non-Degr	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30
1	\$48,148	\$49,894	\$51,640	\$53,387	\$55,133	\$56,879	\$58,625
2	\$49,894	\$51,640	\$53,387	\$55,133	\$56,879	\$58,625	\$60,372
3	\$51,640	\$53,387	\$55,133	\$56,879	\$58,625	\$60,372	\$62,118
4	\$53,387	\$55,133	\$56,879	\$58,625	\$60,372	\$62,118	\$63,864
5	\$55,133	\$56,879	\$58,625	\$60,372	\$62,118	\$63,864	\$65,611
6	\$56,879	\$58,625	\$60,372	\$62,118	\$63,864	\$65,611	\$67,357
7	\$58,625	\$60,372	\$62,118	\$63,864	\$65,611	\$67,357	\$69,103
8	\$60,372	\$62,118	\$63,864	\$65,611	\$67,357	\$69,103	\$70,849
9	\$62,118	\$63,864	\$65,611	\$67,357	\$69,103	\$70,849	\$72,596
10	\$63,864	\$65,611	\$67,357	\$69,103	\$70,849	\$72,596	\$74,342
11	\$65,611	\$67,357	\$69,103	\$70,849	\$72,596	\$74,342	\$76,088
12		\$69,103	\$70,849	\$72,596	\$74,342	\$76,088	\$77,835
13			\$72,596	\$74,342	\$76,088	\$77,835	\$79,581
14				\$76,088	\$77,835	\$79,581	\$81,327
15					\$81,327	\$83,074	\$84,820

Payments off The Salary Schedule to Teachers who had Exhausted Step Movement

		1995-96	\$1,315		
		1996-97	\$1,315		
		1998-99	\$600		
		1999-00	\$750		
		2000-01	\$1,200		

These Increases are Permanent and are to be Reflected and so Identified in the Employee's Individual Contracts

APPENDIX B
SCHEDULE OF REMUNERATED POSITIONS IN EXTRACURRICULAR ACTIVITY

ATHLETIC DIRECTOR	.12
Boys' Varsity Soccer	.07
Girls' Varsity Soccer	.07
Boys' Varsity Basketball	.10
Girls' Varsity Basketball	.10
Cheer leading	.07
Girls' Gymnastics	.10
Wrestling	.10
Golf	.07
Boys' Varsity Lacrosse	.07
Boys' Varsity Baseball	.07
Girls' Varsity Softball	.07
J.V. Boys' Soccer	.05
J.V. Girls' Soccer	.05
J.V. Boys' Basketball	.07
J.V. Girls' Basketball	.07
J.V. Wrestling	.07
J.V. Baseball	.05
J.V. Softball	.05
9th Grade Boys' Basketball	.04
J.H. Boys' Soccer	.04
J.H. Girls' Soccer	.04
J.H. Boys' Basketball	.05
J.H. Girls' Basketball	.05
Jr. High Gymnastics	.05
Varsity Girls' Lacrosse	.07
J.V. Boys' Lacrosse	.04
Band Director	.10
Yearbook	.05
Sr.-Jr. High Student Council	.05 Combined
AFS Advisor	.04
RUHS Dramatics	.08 to .12*
Sr. High FHA	.04
Jr. High FHA	.02
RUHS French Oub	.02
RUHS Art Club	.02
RUHS Newspaper	.02
National Honor Society	.02
FFA	.05
FBLA	.02
DECA	.02
VICA	.04
Intramural	**
RTCC Student Council	.025
RTCC Honor Society	.02

*Based on the number of productions at the discretion of the principal.

**Compensation at the discretion of the principal.

APPENDIX C

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

Article I. Recognition:

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

Article II. Definitions:

- 2.1 The following definitions shall be applicable to this document of the Commission (Document):
- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
 - b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment services requiring a professional administrator's license from the AOE.
 - c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

Article III. Scope of Bargaining:

- 3.1
- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
 - b) Standardizing the duration of health insurance coverage during a term of employment;
 - c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time.
 - d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees;

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

Article IV. Plan Offerings:

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

Article V. Eligibility for Health Benefit Coverage:

5.1 Beginning on January 1, 2021, all public-school employees who work on average a minimum of 17.5

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

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

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

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

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

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

Domestic Partner/Child(ren) of Domestic Partner

The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and the employee and the domestic partner are 18-years old or older; and Neither the employee nor the domestic partner is married to anyone; and The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and The employee and the domestic partner are competent to enter into a legally binding contract; and The employee and the domestic partner have agreed between themselves to be responsible for each other's welfare. The employee may be required to produce documentary evidence in support of a Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership.

Child[ren] of Domestic Partner:

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

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

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

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

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

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

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

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

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

8.2 Plan Administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two 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 auto-payment is not an option. Debit cards must be provided to employees prior to January 1st of each year of this Document.