

Master Agreement  
Between the  
Boards of School Directors  
of the  
Central Vermont Supervisory Union  
Paine Mountain School District  
and the  
Echo Valley Community School District  
and the  
Central Vermont Education Association  
Support Staff Unit  
School Years 2023- 2026

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## **PREAMBLE**

The Parties enter into this Agreement in order to effect the provisions of VSA Title 21, Chapter 22 of the Vermont Statutes Annotated, to encourage and increase effective and professional working relationships between the Boards of School Directors of the Central Vermont Supervisory Union, the Paine Mountain School District, the Echo Valley Community School District (hereinafter referred to individually and/or collectively as the “Board” or “Boards”) and its Employees represented by the Central Vermont Education Association affiliated with the Vermont NEA/NEA (hereinafter referred to as the “Association”) and to enable the Employees more fully to participate in and contribute to the development of policies dealing with wages, related economic conditions of employment, procedures for processing complaints and grievances relating to employment, and any mutually agreed upon matters not in conflict with the statutes and laws of the State of Vermont so that the cause of public education may best be served.

## **ACKNOWLEDGMENT OF ARBITRATION**

The Board and the Association understand that this agreement contains an agreement to arbitrate. After signing this agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the Board and the Association agree to submit any such dispute to an impartial arbitrator.

## **ARTICLE I** **RECOGNITION**

- 1.1 The Board recognizes the Association, for the purpose of collective bargaining pursuant to Title 21, Chapter 22, of the Vermont Statutes Annotated, as the exclusive representative of bargaining units certified by the Vermont Labor Relations Board and composed of Educational Support Personnel employed by the Boards in the following work classifications:
  - a. Paraeducators;
  - b. Paraeducator Specialists;
  - c. Maintenance and Custodial Staff (excluding Head of Maintenance for Echo Valley Community School District schools and Head of Maintenance for Paine Mountain School District schools);
  - d. Administrative Assistants (excluding all Administrative Assistants employed by the Supervisory Union).
  - e. IT Technicians employed at the Northfield Elementary, Middle and High Schools only.
- 1.2 Despite reference in this contract to the Boards or the Association as such, each reserves the right to act hereunder by committee, or through a designated representative. The Parties understand and agree that where the term “Superintendent” is used the Superintendent may also act through a designated representative.

- 1.3 Unless otherwise indicated, the persons in the above unit will be referred to as “Employees”, or “members of the bargaining unit”.

**ARTICLE II**  
**RIGHTS OF THE ASSOCIATION**

2.1 Use of Facilities and Equipment

The Association shall have the right to use such facilities and equipment as are normally located for Employee use within the schools, and the right to transact business on school property, provided that such use does not interfere with normal school activities.

2.2 Communications for the Association

Subject to reasonable regulation by the School Board, the Association or its representatives shall have the right to use institutional bulletin boards, mail boxes or other communications media, and may also use school facilities at reasonable times for the purpose of meetings, all as provided by Chapter 22 of Title 21, Vermont Statutes Annotated, provided that such use shall not disrupt normal school operations.

2.3 Standing to Address Board

A representative of the Association will have standing to address the Board at any public meeting regardless of the representative’s town of residence.

2.4 Statutory Rights

The Association retains all rights granted by VSA Title 21, Chapter 22.

2.5 Seniority List, New Hire Data

On or before December 1<sup>st</sup> of each school year the District will provide a Seniority List to the Association. The Seniority List will be constructed to be in order of continuous years of service, to include the Employee’s name, continuous years of service within the District, and position. The Association shall bring any concerns regarding the accuracy of the Seniority List to the attention of the Superintendent within thirty (30) calendar days. The Association and administration will promptly meet and attempt to resolve any discrepancies or disputes regarding the Seniority List. When the Parties are in agreement with the content of the Seniority List the Association President and the Superintendent will sign off, indicating their agreement. If the Parties fail to resolve disputes concerning the Seniority List such disputes shall be submitted to final and binding arbitration within thirty (30) days of receipt of the final decision of the Superintendent. Failure to file for arbitration will constitute acceptance of the Seniority List. The Seniority List will be made available to individual Employees upon request.

When a new Employee is hired into the bargaining unit the Superintendent will provide the new Employee\_name, position, column and step placement on the pay scale to the Association President within ten (10) days of the date of hire.

### **ARTICLE III** **RIGHTS OF THE BOARD**

#### Operation of Schools

It is herein agreed that except as specifically and directly modified by express language in a specific provision of this Contract, each Board retains all rights and powers that it has or may hereafter be granted by law and may exercise such powers at its discretion.

### **ARTICLE IV** **GENERAL**

#### 4.1 Distribution of this Agreement

This Agreement will be posted on the Supervisory Union website in a secure searchable format. Each newly hired Employee will receive a hard copy or PDF copy of this agreement.

#### 4.2 Written Notices to the Parties

Any notice given by one party to the other under this Agreement will be hand delivered. Whenever notice to the Boards is provided for in this Agreement, such notice shall be addressed to the Chairs of the Boards of School Directors, c/o Superintendent of Schools. Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President(s) of the Association. A signed receipt will be provided by the designated person receiving the notice. The receipt will include the date and time of delivery and the signature of the person receiving said notice.

#### 4.3 Faculty and Staff Handbook

The administration will give all staff the opportunity to provide feedback prior to the end of the current school year for the faculty and staff handbooks to be used in the subsequent school year. The final version of the faculty and staff handbook will be posted on the Supervisory Union website in a searchable PDF format. A printed copy or PDF copy will be given to all newly hired Employees.

#### 4.4 Job Postings

Employees will receive notice by email of all job openings within the bargaining unit, either through the creation of a new position or a vacancy in an existing position, which

the Employer intends to fill. The vacancy will be posted in an identified area in each school building within the Supervisory Union and in the central office of the Supervisory Union. CVSU reserves the right to advertise the vacancy externally.

Members of the bargaining unit who apply for openings will be considered for voluntary transfer into the position, along with the application of any other individual who applies for the position. The decision of the Superintendent shall be final.

#### 4.5 Non-Discrimination

Neither the Boards nor the Association shall interfere with, restrain, coerce or discriminate in any way against or in favor of any Employee engaged in activities protected by Title 21 VSA, Chapter 22. Further, the Boards and the Association agree that there will be no discrimination in the application of the Agreement on the basis of race, color, religion, national origin, age, gender, sexual orientation, gender identity, ancestry, place of birth, marital status, crime victim status or any qualified person with a disability, or any other category protected by law.

### **ARTICLE V** **NEGOTIATIONS**

#### 5.1 Intent to Negotiate

Not later than October 15<sup>th</sup> of the school year in which this Agreement expires, the Boards agree to enter into negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement pursuant to VSA Title 21, Chapter 22.

#### 5.2 Initial Meeting

At the initial meeting, the negotiating teams will discuss the procedural ground rules to be followed during subsequent negotiating meetings.

#### 5.3 Relevant Data and Outside Consultants

When available, prior to and during negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants or may call upon professional and lay representatives to assist in negotiations.

#### 5.4 Good Faith

Negotiations shall take place in good faith in order to reach agreement upon the successor Contract.

#### 5.5 Ratification

Changes to this agreement agreed to by the parties will be reduced to writing and submitted to ratification by the Boards and the Association.

#### 5.6 Subjects of Negotiations

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matters whether or not covered by this Agreement. However, by mutual written agreement of both parties, negotiations may be reopened on any specific section of this Agreement.

#### 5.7 Exclusivity

The Board agrees not to negotiate or otherwise deal with any organization other than the Association identified in the Preamble of this Agreement except as permitted by law.

### **ARTICLE VI** **RIGHTS OF THE EMPLOYEE**

- 6.1 The Boards and Association agree that each Employee shall have the right to or not to join, assist, or participate in any Employee's organization of the Employee's choosing. It is further agreed that neither the Boards nor the Association, nor any Employee of the Board serving in any capacity, nor any officer or representative of the Association, shall interfere with, restrain, coerce, or discriminate in any way against or for any Employee engaged in activities protected by VSA Title 21, Chapter 22 with respect to salary, economic conditions of employment, or professional employment by reason of the Employee's membership or non-membership in the Association and its affiliates, nor for participation in any of the lawful activities of the Association.
- 6.2 The Board agrees to payroll deduction of Association dues in amounts to be determined by the Association when authorized in writing by an Employee on forms mutually agreed to by the parties. The form shall have the authorized signature of the Employee, the amount to be deducted from the Employee's salary, and the date of authorization. The Board shall deduct the appropriate amount of dues from the salary of any new Association member beginning with the first pay period after the date of the authorized dues check-off form. Once submitted, such authorization shall remain operative until rescinded in writing by the Employee.
- 6.3 An Employee may submit relevant information to the Superintendent for inclusion in the Employee's personnel file. The Superintendent will inform the Employee in the event the material submitted is not placed in the Employee's file, and will provide the reasons therefore.
- 6.4 No material derogatory to an Employee's conduct, services, character, or personality will be placed in the Employee's personnel file unless the Employee has had an opportunity to review such material. The Employee will acknowledge that the Employee has had a chance to review such material by affixing a signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee will also have the right to submit a written answer to such material and the Employee's answer will

be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy.

#### 6.5 Employee review of Personnel File

An Employee shall have the right, during regular office hours and under reasonable procedures as established by the Superintendent, to periodically review the Employee's personnel file exclusive of personal references, within three (3) school days of the Employee's request. Upon such review, an Employee may receive a single copy of any document contained therein not previously provided to the Employee, exclusive of personal references. Materials may be removed by mutual agreement between the Employee and the Superintendent, but the final decision to remove shall be at the discretion of the Superintendent.

#### 6.6 Any complaint regarding an Employee's performance or conduct which is made to any member of the administration by any parent, student or other person and which is used in any manner in evaluating or disciplining an Employee and/or which is placed in the Employee's personnel file will be promptly investigated and called to the attention of the Employee prior to any disciplinary action(s) being taken by the administration and/or the Boards. In the event that a complaint brought against an Employee requires the Superintendent or designee to conduct an investigation the Employee may be placed on paid administrative leave. If disciplinary action is contemplated, the Employee will be given a detailed description of the source and the nature of the complaint and have an opportunity to respond to and/or rebut such complaint, and shall be afforded due process.

If the complaint is made by or on behalf of a student, the Superintendent may withhold identifying information. In such situation there shall be no reference to any such complaint in the Employee's personnel file, nor can the complaint serve as the basis of disciplinary action against the Employee, except as follows: If the Superintendent decides to withhold identifying information of a student complaint the Superintendent may investigate and, if corroborating information is obtained to support the student's complaint, the separately obtained corroborating information may be placed in the Employee's personnel file and/or be the basis for discipline. No reprisal of any kind will be taken by the Employee, the Association or any other person against any complainant, witness, administrator, or any other individual involved in this process.

#### 6.7 Whenever an Employee is required to appear before the Principal, Superintendent or the School Boards concerning any formal charge, the Employee will be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative from the Association present to provide advice and representation during such meeting or interview.

If during a conference with the Principal, the Superintendent, or Boards, an Employee feels that the matter(s) under discussion could adversely affect the Employee regarding the Employee's position, the Employee's conditions of employment, and/or disciplinary measures, the Employee shall be entitled to a break, upon the Employee's request, in order to see a representative of the Association or its affiliates to advise and represent the Employee at the conference.

#### 6.8 Any Employee may refuse, without prejudice, to use his or her personal vehicle for transporting



people. No Employee shall use their personal vehicle to transport a student or students at any time absent written consent from the parent(s) or guardian(s) of the student(s) and prior permission of the Superintendent. No Employee will be asked to transport a single student or students in a school vehicle unless there is another staff member present, or unless an audio/visual recording device is installed in the school vehicle and the period of transport is recorded in its entirety. No Employee will transport more than six people including themselves in a school vehicle at any time.

#### 6.9 Travel Reimbursement

Employees who are required to use their automobiles in the performance of their responsibilities as a condition of their employment or who are requested and authorized in writing to use their vehicles in the performance of their job responsibilities by the Superintendent shall be reimbursed for all such travel at the current IRS rate per mile. Employees in this category will be required to provide proof of automobile insurance and demonstrate that they hold a valid driver's license.

#### 6.10 Administration of Medicine; Delegation of Protocol Requirements

No Employee will be required to administer medications to any student. No Employee will administer medication to a student without the knowledge of the administration and the written consent of the student's parent or guardian. An Employee shall not administer medication without having completed the appropriate training for delegation protocols offered by a member of the Nursing Department.

Should an Employee voluntarily agree to administer medication to a student at the request of the administration, the District or Supervisory Union will indemnify the Employee providing that service. Nothing herein is intended to alter or negate the obligation of school personnel to render assistance to students in an emergency situation which presents a danger of death or serious injury to the student.

#### 6.11 Co-Curricular Performance

All co-curricular assignments shall be governed by the terms of an individual contract for the co-curricular activity. An Employee shall not have a right to renewal of a contract for a co-curricular assignment.

An Employee's performance in the Employee's contracted assignment will not be evaluated on the basis of the Employee's work in a co-curricular assignment. The Parties understand and agree that misconduct by an Employee in a contracted co-curricular assignment may provide just cause for disciplinary action which impacts the Employee's co-curricular contract status, contracted employment status, or both.

## **ARTICLE VII** **SUPERVISION AND EVALUATION**

#### 7.1 Supervision and evaluation is linked to a continuous process of school improvement efforts to

maintain a highly qualified and competent staff. The purpose of the supervision and evaluation process is to improve Employee effectiveness and to assess Employee performance so that excellent performance may be recognized and performance deficiencies may be addressed.

## 7.2 Evaluations

Evaluations will be completed by a licensed administrator. Each Employee will be evaluated in accordance with procedures established by the Superintendent or designee, on a periodic basis but at least once over a two-year period.

Evaluations will be based on an Employee's job responsibilities as designated by the Employer and outlined in the job description. Immediate supervisors who work with an Employee in the bargaining unit who is not a Paraeducator will have the opportunity to provide input prior to the finalization of any formal evaluation. Immediate supervisors and/or teachers who regularly work with a Paraeducator will have the opportunity to provide input prior to the finalization of any formal evaluation.

Informal Evaluations may be performed at any time at the discretion of the Superintendent.

Evaluation procedures will be distributed to Employees annually or made available on the Supervisory Union website.

- 7.3 Each Employee will be provided a copy of any evaluation report and will be entitled to a conference to discuss said reports with the person completing the report. No written evaluation shall be placed in the Employee's personnel file, or otherwise acted upon, without the opportunity for a conference between the administrator and the Employee. No Employee will be required to sign a blank or incomplete evaluation report. The Employee's signature is an acknowledgment of receipt only. In the event an Employee refuses to sign an evaluation report or other personnel document the administrator may place the document in the Employee's personnel file with a written notation that the Employee refused to sign it.

## 7.4 Probation Period

The length of the probationary period shall be ninety (90) days from the date of employment provided that, for school year Employees, the ninety (90) days fall within the school year in which they were hired. In the event a school year Employee begins employment at a time when there are fewer than ninety (90) days remaining in the school year the Employee will continue their original probation period during the succeeding school year for the remainder of the ninety (90) day period. During the probationary period the District may dismiss an Employee for any reason. A probationary Employee is not entitled to the protections of "just cause" set forth in this Agreement and may not appeal a decision to terminate or to extend a probationary period under the provisions of the Grievance Procedure.

Evaluations during the probationary period will take place on the following schedule:

- a. One (1) informal evaluation will occur within the first sixty (60) days. The parties will acknowledge in writing that this informal evaluation took place. An informal evaluation will detail areas of strength and weakness with an Employee's performance and will

offer specific suggestions for improvement.

- b. One (1) formal evaluation will occur prior to the end of the ninety (90) day probationary period. This evaluation will be produced in writing in accordance with this Agreement.
- c. Notwithstanding any provision of this Article, the parties recognize the right of the District to terminate the employment of a probationary Employee at any time prior to the end of the probationary period.
- d. A probationary period may be extended for an additional period of time, not to exceed sixty (60) days, at the sole discretion of the Superintendent or designee. Notice of extension of probation shall be provided to an Employee in writing including areas of expected improvement.

7.5 Except as otherwise provided by this Agreement, the District shall have the right to discipline, suspend or discharge an Employee who has successfully completed the Employee's initial probation period or any agreed upon extension thereof for just and sufficient cause.

### **ARTICLE VIII** **SCHOOL YEAR**

- 8.1 The statewide calendar or regional calendar adjustment will be posted on the Supervisory Union website following approval by the State Board of Education (16 VSA Section 1071).
- 8.2 In-service programs will be planned in advance by the Administration. Support staff will be given a minimum of fifteen (15) school days notification of required in-service events, except for those indicated as mandatory for one or more classifications of Support Staff on the school calendar.
- 8.3 Full time school year Employees will be paid at least 180 days per school year, provided the Employee remains employed for the entire school year.

### **ARTICLE IX** **DEFINITIONS FOR EDUCATIONAL SUPPORT PERSONNEL**

- 9.1 The words and phrases used in this Agreement shall be defined as set forth in this Article unless otherwise noted in this Agreement.
- 9.2 Full-Year Employees (Full and Part Time)  
  
Employees contracted to work forty (40) hours per week, twelve (12) months per year shall be regular full-time, full-year Employees. A twelve-month Employee who works at least twenty (20) but less than forty (40) hours per week shall be considered a part-time full-year Employee.
- 9.3 School Year Employees (Full and Part Time)

Employees who are contracted to work only during the school year shall be regular school-year Employees. Employees who are contracted to work at least thirty-five (35) hours per week shall be full-time school-year Employees. Employees who are contracted to work at least twenty (20), but less than thirty-five (35) hours per week shall be part-time school-year Employees.

9.4 Extended School Year Employees (Full and Part Time)

Employees who are contracted to work at least two hundred (200) but less than two hundred sixty (260) days per year are extended school-year Employees. Employees who are contracted to work forty (40) hours per week shall be full-time extended school-year Employees. Employees who are contracted to work at least twenty (20), but less than forty (40) hours per week shall be part-time extended school-year Employees.

**ARTICLE X**  
**CONDITIONS OF EMPLOYMENT**

10.1 Job Descriptions

- A. Specific job descriptions for each position identified within the bargaining unit shall be developed by the Board, or its designee.
- B. Each Employee shall be provided with a copy of the Employee's job description and evaluation procedures relative to the position at the time of employment. Employee job descriptions will be kept current and reasonable notice shall be given before there is any significant change to a job description. If specific duties are altered or changed during the course of the school year, a new job description and evaluations procedures and forms relative to the position shall be in place and issued to the individual(s) within thirty (30) days.

10.2 Issuance of Contracts/Letters of Intent

A. Issuance of Individual Contracts

All personnel who are to be employed for the ensuing year will be issued individual contracts no later than April 10th of each year. An individual contract will include information regarding the Employee's scheduled work hours for the upcoming school year.

Signed individual contracts must be returned to the Superintendent's office on or before May 1 if school is in session, or the first school day following May 1 if it is not. If requested in writing by an Employee prior to the deadline for return of the individual contract the Superintendent may grant an extension of the individual contract return date for an appropriate period of time.

B. Letters of Intent To Employ

If negotiations have not been completed and a Master Agreement ratified by both the Boards and the Association by April 1<sup>st</sup>, each Employee who is to be offered a contract shall be issued a “letter of intent” to employ not later than April 1. The letter of intent shall be in the form set forth in Appendix B attached to and incorporated into this Master Agreement. The Letter of Intent shall be signed and returned to the Superintendent on or before May 1 if school is in session, or the first school day following May 1 if it is not, or, the Employee shall be deemed to have refused the offer.

C. Issuance of Individual Contracts Following Ratification of Master Agreement after April 1.

If a Master Agreement is signed after April 1, individual employment contracts will be transmitted to Employees within fourteen (14) calendar days following the signing of the Master Agreement by both parties. The individual contract may be hand delivered or mailed to the Employee, with an email notice to the Employee’s school account. Individual contracts will be signed and returned by an Employee within fourteen (14) calendar days of receipt of the individual contract or the Employee shall be deemed to have refused the offer.

10.3 Employees who are or may be required to lift or carry any objects which weigh in excess of fifty (50) pounds as a regular and routine part of their employment shall be so notified upon hire and shall receive appropriate training. Further, no Employee shall lift any student without assistance and training.

10.4 No Paraeducator shall be required to supervise other members of the staff. Educational support staff personnel may be required to substitute in the absence of a classroom or special education teacher. Effective July 1, 2023 any Employee who substitutes for a teacher at the request of their supervisor or designee will be paid an additional seven dollars (\$7.00) per hour (or per class/period if the class/period is less than one hour) for that portion of the day the Employee serves as a substitute. Effective the first pay period following ratification of this agreement any Employee who substitutes for a teacher at the request of their supervisor or designee will be paid an additional seven dollars and fifty cents (\$7.50) per hour (or per class/period if the class/period is less than one hour) for that portion of the day the Employee serves as a substitute. Effective July 1, 2024 any Employee who substitutes for a teacher at the request of their supervisor or designee will be paid an additional seven dollars and seventy-five cents (\$7.75) per hour (or per class/period if the class/period is less than one hour) for that portion of the day the Employee serves as a substitute. Effective July 1, 2025 any Employee who substitutes for a teacher at the request of their supervisor or designee will be paid an additional eight dollars (\$8.00) per hour (or per class/period if the class/period is less than one hour) for that portion of the day the Employee serves as a substitute.

In the event a paraeducator substitutes, the paraeducator will not be formally evaluated on performance in the paraeducator role during the day of the substitution.

10.5 Hours

Unless otherwise designated by the Board by means of the individual contract, the standard paid work day for each full-time full-year and full-time extended school-year Employee shall

be eight (8) hours. Unless otherwise designated by the Board by means of the individual contract the standard paid work day for each full-time school-year Employee shall be seven (7) hours. In addition, each full-time full-year, full-time extended school-year, and full-time school-year Employee shall be required to take an unpaid duty-free lunch period of one half (1/2) hour duration, to be scheduled at the discretion of the Administration.

The number of hours in the work day for full-year, school-year or extended school-year Employees shall be determined by the Administration annually and included on the Employee's individual contract.

#### 10.6 Work Break

All Employees shall be entitled to one (1) fifteen (15) minute paid work break per contracted work day. Each full-time full year or extended school-year Employee will receive an additional 15-minute duty free break except in cases where an emergency exists. All breaks will be scheduled at the discretion of the administration.

#### 10.7 Tests Or Medical Physicals

Any tests, medical physicals or shots/vaccinations required by the Administration to protect the health, safety and/or well-being of the Employee, such as Hepatitis B, will be paid for by the Board to the extent the procedure is not covered by the Employee's insurance.

The Superintendent has the discretion to require an Employee to submit to a fitness for duty examination by an appropriate health professional. The Employer shall be responsible for the payment of all costs of the examination not covered by health insurance. Employees shall be compensated at their regular wage rate for time spent at a fitness for duty examination at the direction of the Employer, including reasonable travel time; Employees shall also be reimbursed for mileage.

#### 10.8 Late Openings or Early Closings

If school is delayed, staff will report at their regular time or as soon as conditions allow. If school is closed early due to inclement weather or other crises that disrupt the normal operations of the school day, Employees will remain until their duties are finished or until the Employee is released by an appropriate administrator. In either case, Employees shall be paid for their regularly scheduled hours, or for the hours actually worked, whichever is greater.

If students are released before the end of the instructional day in response to District activities such as in-service programs, parent-teacher conferences or any other non-emergency situations, staff may be required to work or to attend the in-service or such other activity as directed by the Administration, and in that event will be paid for the Employee's regularly scheduled hours. An Employee may request to be released from work at the time the students are released, and if such request is granted the Employee will be paid only for the time actually worked.

#### 10.9 Custodial And Maintenance Uniforms

The District shall provide each full-time, full-year member of the custodial and maintenance

staff who has satisfactorily completed the probationary period up to \$150 per school year toward the purchase of VOSHA/OSHA approved work shoes/boots, and up to \$150 per school year toward the purchase of work clothes. To be reimbursable itemized receipts must be submitted to the business office within thirty (30) calendar days of purchase.

10.10 Effective July 1, 2023, the following Paraeducator positions will be filled based on the needs of the schools or School Districts. Individuals with the requisite training and experience will be considered for these positions.

- Paraeducator Literacy Specialist
- Paraeducator Math Specialist
- Paraeducator Student Support Specialist
- Speech-Language Pathology Specialist

The above positions shall be filled on a school year basis. However, the Administration may open such positions for recruitment during the school year based on student needs. The Administration retains discretion to determine whether any such assignment will be continued in any subsequent contract year based on student needs. If a specialist position is reduced at a school within the District, but other SU schools have need of a specialist in the same category, the specialist whose position is being reduced will be offered voluntary reassignment opportunities before their specialist contract expires without the need to post the position. In the event an assignment as a Paraeducator Literacy Specialist, Paraeducator Math Specialist, Paraeducator Student Support Specialist or Speech-Language Pathology Specialist is not continued in a subsequent school year the Employee's status and rights as a paraeducator will continue to be determined by the provisions of this Master Agreement.

For the 2023-2024 school year, Employees who meet the qualifications and are hired to serve in one of the above assignments shall receive \$7.00 per hour in addition to their regular wages as determined by placement on the Step schedule. For the 2024-2025 school year and thereafter the additional pay shall be \$7.50 per hour.

It is contemplated that the assignment will normally be full time, with all paid hours subject to the additional \$7.00 or \$7.50 per hour payment, as applicable. However, nothing herein shall be deemed to prevent the Administration from hiring an Employee to one of the above assignments for a portion of the Employee's workday, in which case the Employee will receive the \$7.00 or \$7.50 per hour during that part of the day in which the Employee performs the duties of a Paraeducator Literacy Specialist, Paraeducator Math Specialist, Paraeducator Student Support Specialist or Speech-Language Pathology Specialist shall receive their regular wage during the remaining portion their workday. Any professional development or training required by the District for these positions will be paid for by the CVSU.

Paraeducator Specialists will be scheduled for a minimum of 30 continuous minutes of planning and preparation time daily for preparing intervention plans, collaborating with other Employees, and directly related follow up activities. Planning time will be compensated at the same rate of an additional \$7.00 or \$7.50 per hour, as applicable.

10.11 Preparation Time

Preparation time may be allotted as allowed by State Regulations during the instructional day when necessary and shall be during a time period which is separate and distinct from the Paraeducator's lunch period.

#### 10.12 Working Conditions Related To Children With Special Needs

Employees who, as a work duty or at the request of a teacher, supervisor, or administrator, are required to change diapers or sanitary napkins, or assist children with any vital life functions that require privacy, and/or that necessitate physical contact of or near a student's genitalia, will receive appropriate training and will not be required to perform said duties alone. Employees assigned any of the above-mentioned duties are required in all cases to be accompanied by another adult to assist with said duties or to serve as a witness to the performance of said duties.

No Employee is allowed to lift students without assistance and training.

#### 10.13 Salary Adjustment

Without exception, a Paraeducator anticipating a change in salary status for the ensuing school year will notify the Superintendent in writing on or before November 1<sup>st</sup> of the school year preceding the contemplated change on a form distributed by the Administration. Any adjustment in a paraeducator's annual contract salary required because of a change in the level of education shall be made at the time contracts are normally issued or before August 31<sup>st</sup> where summer course work is involved, and at no other time during the year.

#### 10.14 Call-In

The Superintendent or the Director of Facilities and Transportation, or their designees, may notify an Employee to report for call-in duties.

1. Call-in pay compensates custodians and maintenance personnel who are called in to work outside their regular scheduled work hours to respond to conditions at the school. Such conditions include, but are not necessarily limited to, fire alarm, security, weather events, heating, electrical, plumbing and related situations, snowplowing, and snow and ice removal.
2. An Employee who is called in to work outside their regular scheduled work hours will be compensated for a minimum of two (2) hours, or for the amount of time actually worked, whichever is greater. The Employee will be compensated at one and one-half (1.5) times the Employee's regular hourly rate.

### **ARTICLE XI** **WAGES AND OTHER COMPENSATION**

Salary schedules for each Employee covered by the Agreement are set forth in Appendices A1, A2, and A3 which are attached hereto and made a part hereof.



## 11.1 Wages

### A. Wage Increases and Wage Schedules 2023 - 2024

Effective July 1, 2023, the wage schedules for the 2023 - 2024 school year and beyond and their application are set forth in Appendices A-1.

The wage schedule for Employees will be modified in 2023-2024 as follows: the first (lowest) two (2) steps of the wage schedule will be removed. Going forward the first step on the wage schedule will be referred to as "Step 3". Employees who occupied either Step 1 or Step 2 during the 2022-2023 school year will move to Step 4 effective July 1, 2023. All other Employees eligible for a step increase will advance one step for the 2023 - 2024 school year. Following step movement the step values of the 2022-2023 wage schedule shall be adjusted upwards in all columns to provide for total "new money" of eight percent (8%) for the bargaining unit.

All Employees employed during the 2023-2024 school year who are eligible for a step increase will advance one step for the 2024-2025 school year. Following step movement the step values of the 2023-2024 wage schedule shall be adjusted upwards in all columns to provide for total "new money" of five and one half percent (5.5%) for the bargaining unit.

All Employees employed during the 2024-2025 school year who are eligible for a step increase will advance one step for the 2025-2026 school year. Following step movement the step values of the 2025-2026 wage schedule shall be adjusted upwards in all columns to provide for total "new money" of six and one-half percent (6.5%) for the bargaining unit.

- B. The Superintendent may approve a hiring rate in excess of the minimum rates provided above, based on such factors as experience, education and market conditions. However, no new Employee will be placed at a rate higher than an existing Employee in that category with comparable experience and credentials.

## 11.2 Overtime

All Employees shall be compensated at the rate of one and one half (1 ½) times their basic hourly rate for all hours actually worked under this contract beyond forty (40) working hours in any one week.

Paid holidays as provided by the Agreement shall count as "hours actually worked" for purposes of calculating overtime, however, no other paid leave time shall be so counted.

## 11.3 Vacation

Regular full-time full-year Employees shall be eligible for paid vacation days based on the number of years of seniority as an Employee of the District and/or Supervisory Union.

A part-time full-year Employee will accrue vacation days on a pro-rated basis, based on a 40-hour full-time work week.

Vacation days shall accrue on a pro-rated monthly basis.

0-9 years	10 days (.833 per month)
10-14 years	15 days (1.25 per month)
15+ years	20 days (1.66 per month)

New Employees shall accrue vacation days on a pro-rated basis including their time on probation but cannot use them until they have completed their probationary period. No Employee may use vacation days before they are earned.

Vacation days shall not be accumulated from year-to-year, except as follows: no more than five (5) vacation days may be carried over from one school year to the next school year.

The Superintendent or designee retains final discretion as to the scheduling of vacation days.

Those Employees who were accruing twenty-five (25) days of vacation prior to July 1, 2011 will continue to accrue the twenty-five (25) days of vacation annually during the term of this negotiated agreement.

#### 11.4 Holidays

School year Employees shall receive their regular daily wages for the paid holidays set forth herein. If an Employee is required to work on a holiday the Employee shall be paid at the Employee's regular rate and shall receive an alternate day to be scheduled at the discretion of the Superintendent before the end of the school year.

A. Full-time and part-time full-year Employees shall be eligible for ten (10) paid holidays, as follows:

Independence Day	Christmas Day
Labor Day	Day After Christmas
Veterans' Day	New Year's Day
Thanksgiving Day	Town Meeting Day
Day After Thanksgiving	Memorial Day

B. Full-time and part-time school-year and extended school year Employees shall be eligible for six (6) paid holidays, as follows:

Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
New Year's Day  
Memorial Day

- C. Holidays for part-time full-year, school-year and extended school year Employees are pro-rated based on their regularly scheduled work day.
- D. Full-time full-year Employees who are on vacation leave during a period of time that includes a holiday shall receive holiday pay for that day and shall not be charged a vacation day.
- E. Full-time extended school-year Employees shall receive their regular daily wages for the paid holidays set forth in 11.4 A. provided the holiday falls within their contracted schedule.

#### 11.5 Payment

All support staff will submit time sheets in keeping with procedures established by the Supervisory Union Business Office. All wages for hourly Employees will be calculated and based upon the time sheets submitted by the Employee.

#### 11.6 Co-Curricular Activities and Extra-Curricular Activities

The co-curricular and extra responsibilities salary schedule is set forth in Appendix C and will be based on the BA column, step 1 of the Teachers' Salary Schedule. The schedule will be adjusted in each year of this agreement to reflect the percentage change in the base salary.

### **ARTICLE XII** **BENEFITS**

#### 12.1 Health Insurance

##### A. VEHI; Statewide Mandatory Health Insurance

During the life of this Agreement the Board will make a good faith effort to maintain current status in VEHI. However, at such time as any or all of the group health plans specified herein become unavailable due to health reform initiatives or mandates from either the federal or state (Vermont) government, the plans mandated by law shall supersede the terms of this Agreement.

##### B. Reopening Negotiations on Health Insurance

Should a policy become available with an alternate insurer, providing equal or improved benefits or a reduced premium cost, the School Districts and Supervisory Union reserve the right to reopen negotiations with the Association on the subject of health insurance.

##### C. Effective July 1, 2023, pursuant to 16V.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 (HRA)

and Health Savings Accounts (HSA), shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining (January 1, 2023 through December 31, 2025) found in Appendix D of the collective bargaining agreement.

- D. Effective January 1, 2026 through June 30, 2026, 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 successor agreement incorporating the terms of the statewide health insurance bargaining.
- E. Employees are encouraged to establish a Flexible Spending Account (FSA) under the Supervisory Union's Flexible Benefits Plan from which payment for the Employee's share of out of pocket payments can be made. The Supervisory Union Flexible Benefits Plan document will allow Employees to roll over funds in the Employee's FSA from one calendar year to the next to the extent allowed by law.
- F. Unspent funds in the HRA will not rollover or accumulate at the end of a calendar year, but will revert to the Board, subject to a ninety (90) day run-out period.

### 12.3 Newly Hired Employees

Insurance coverage for newly hired Employees or Employees newly eligible for health insurance coverage will start as provided in Appendix D.

Employees shall submit all forms required to enroll in group insurance programs. Such forms and applications will be sent by the Boards, or its designee, to each Employee when the Employee's individual employment contract is offered.

A school-year or extended school-year Employee may voluntarily request that their annual share of the cost of health and/or dental insurance premium be deducted from their paycheck in substantially equal amounts over the course of the Employee's paid work year. The Employee's request and authorization for payroll deduction shall be made on a form provided by the Board and shall be returned with the Employee's signed contract.

### 12.4 Group Term Life Insurance

The Board will pay one hundred percent (100%) of the premium cost for group term life insurance policy including AD&D in the amount of fifteen thousand dollars (\$15,000) for each Employee. The Board reserves the right to negotiate with various insurance companies to obtain the most favorable rate structure for this group term life insurance.

### 12.5 Dental Insurance

- A. The School Districts or Supervisory Union will pay the full premium cost for single coverage in VEHI Delta Dental, Plan 1, coverage A, B, C, D.

B. An Employee shall have the option to purchase two-person or family coverage under this plan, in accordance with the provisions of the carrier, at the Employee's expense, through payroll deduction.

C. Prorated Premiums – Part Time Employees

The Employer's contribution toward premium costs for group-dental insurance will be pro-rated for part-time Employees who are eligible and elect to participate in the dental insurance plans offered hereunder. Pro-ration shall be in relation to the Employee's FTE.

## 12.6 Long Term Group Disability Insurance

The District shall provide Group Long-Term Disability Insurance for members of the bargaining unit and pay the premiums for said insurance. The policy purchased shall pay 66.67% of an Employee's salary effective upon the ninetieth (90<sup>th</sup>) day of illness or disability as defined by the plan document. All determinations of eligibility for coverage are made by the insurance carrier. Employees who are employed for greater than seventeen and one-half (17.5) hours per week on a regular basis are eligible for membership in this plan.

## 12.7 Professional Development

A. Professional Development

Each full-time full-year and school-year Employee shall be reimbursed up to the dollar equivalent of one (1) UVM course credit at the existing rate for in-state tuition in each fiscal year to pay for a workshop, course, or seminar pertinent to their position or job description, subject to the approval of the Superintendent or designee. Such professional development funds shall be prorated for part-time Employees.

Pre-approved expenses actually incurred in connection with attendance at an approved meeting, workshop, or conference will be reimbursed upon submission of a certificate of attendance, and appropriate supporting documentation in the form of original detailed receipts. With the approval of the Superintendent payment may be made in advance. All documentation must be received within sixty (60) days of the event.

The Employer may require an Employee to participate in training during the Employee's regular work hours. If the District requires an Employee to take a workshop, course or seminar the Employer will pay the cost of the training.

B. Degree Program

If, as of September 1, 2019, an Educational Support Personnel is already enrolled in an approved college degree track program the Board will pre-pay or reimburse the ESP for a course not to exceed the cost of three (3) college credit hours at the average of the current University of Vermont, Norwich University, and the Vermont State College tuition rates, for any twelve (12) month period, and in no instance more than the actual cost involved for any approved course.

The coursework must be pertinent to their job description subject to approval of the Superintendent.

- C. Successful completion of college or graduate courses paid for by the District or Supervisory Union is defined as a grade of “B” or better or “P” if the course is a Pass/Fail course.
- D. If an Employee fails to complete the course, or does not successfully complete the course, the Employee shall reimburse the District or Supervisory Union for all monies which were prepaid. The repayment shall be through payroll deduction from the Employee’s wages on a schedule mutually agreed upon by the Employee and the Superintendent. The Employee shall not be held liable if the delay in providing documentation of successful completion of the course is the result of the sending institution not providing such documentation in a timely manner. If an Employee who has received an advance disbursement intends to leave the employ of the District or Supervisory Union, the Employee shall promptly notify the Superintendent, in which case any remaining money owed to the School District or Supervisory Union may be withheld from the remainder of the Employee’s paycheck(s), unless the School Board and the Employee agree to another arrangement.
- E. Courses and workshops eligible for reimbursement or pre-payment from the District are subject to the prior approval of the Superintendent.
- F. The CVSU will annually provide all Employees with an explanation of the process and form(s) for applying for courses and course payment.

## 12.8 Liability and Worker’s Compensation Insurance

The Boards will provide such liability and Worker’s Compensation Insurance as may be required by the laws of the State of Vermont.

## **ARTICLE XIII** **LEAVES**

### 13.1 Sick Leave

Each Employee shall receive up to fifteen (15) paid days of leave for personal sickness or a disabling injury of the Employee or a member of the Employee’s immediate family. The Boards agree to permit the accumulation of ninety (90) days leave. For the purpose of use of sick leave, the term “immediate family” shall mean spouse or civil union partner, child, stepchild or ward who lives with the Employee, foster child, parent, or parent of the Employee’s spouse.

Sick leave for any person other than those listed above for “immediate family” may be granted at the discretion of the Superintendent or designee; such decision shall be final, and not subject to the grievance and arbitration provisions of the parties’ Agreement.

Upon request, each Employee shall be notified annually of the Employee's available number of sick leave days.

All leave days shall be pro-rated for part-time staff.

Sick leave may be taken in hourly increments with the prior permission of the Superintendent or designee.

Under no circumstances shall an Employee use a sick leave day in order to work at a job or position for which the Employee is in any way compensated.

When three (3) consecutive sick leave days are used, or in any instance in which the Superintendent has reason to believe that the use of leave has not been for a bona-fide reason, the Superintendent reserves the right to require an Employee to provide medical certification of illness.

The Superintendent may require an Employee to submit to an independent medical review to determine eligibility for continued use of sick leave, fitness for duty or fitness to return to work following a serious illness or injury. In that event the cost of the medical review will be paid by the District or Supervisory Union.

An Employee who is or may be disabled shall apply for coverage under the LTD Plan. An Employee may not use more sick leave than is necessary to meet the elimination period of the LTD Plan. If an Employee is determined to be ineligible for LTD, the Employee may continue to use accrued sick leave while the disabling condition continues.

## 13.2 FMLA

All Employees who meet the eligibility requirements established by statute shall receive the benefits granted under the Federal Family Medical Leave Act (FMLA) or the Vermont Parental and Family Leave Act (VPFLA).

An Employee on approved leave under the FMLA who has more than six (6) weeks accrued leave may use such accrued leave to cover absence due to the Employee's continuing illness or injury.

## 13.3 Parental Leave

Employees who meet the eligibility requirements established by either the FMLA or the VPFLA shall be eligible for leave for up to twelve (12) weeks, unpaid, during any twelve (12) month period:

- a. during the Employee's pregnancy, or following the birth of a child, or
- b. following the placement of a child with the Employee for adoption or foster care.

Notice of pregnancy shall be given to the Superintendent within a reasonable period of time in

order to assist the District or Supervisory Union in planning for the Employee's absence. An Employee who is pregnant shall be allowed to continue in their regular employment as long as they are medically able to perform their regular duties, as determined by their physician. At such time as the Employee is certified by their physician as no longer able to continue to perform her their regular teaching duties, they shall be entitled to go on accrued paid leave for up to six (6) weeks. Such absence shall be treated like any other disability under the sick leave provisions of this contract.

During the parental leave an Employee may use up to six (6) weeks of accrued leave. If an Employee remains disabled after six weeks the Employee may continue to use accrued sick leave to cover the absence. An unpaid leave of absence, not to exceed the balance of the Contract year, will be granted upon application by the Employee. Upon termination of the leave, the Employee will be restored to the Employee's former position, or to a substantially equivalent position, subject to the provisions of the Reduction in Force Article.

The Superintendent may authorize the use of other paid leave during any period of Family or Parental leave taken under Sections 13.2 or 13.3.

#### 13.4 Other Leave

The following leave is non-cumulative and does not carry over from year to year:

##### A. Bereavement Leave

Bereavement leave shall be granted, upon request, for up to five (5) paid days in the event of the death in an Employee's immediate family or member of the household. Bereavement leave for persons other than immediate family or members of the household may be granted at the discretion of the Superintendent. The Superintendent may also allow an Employee to use sick leave or take leave without pay in appropriate circumstances.

For the purpose of use of bereavement leave the term "immediate family" shall mean spouse or civil union partner, child or grand child, stepchild, ward or foster child, brother, sister, parent or parent of the Employee's spouse.

##### B. Personal Leave

Each Employee shall receive up to three (3) paid days per year for legal, business, religious, household or family matters under the following provisions:

1. Prior notice shall be given at least twenty-four (24) hours in advance to the Principal, except in the case of emergency, in which case notice will be given as soon as possible.
2. Such leave shall be taken only for matters which cannot reasonably be accomplished outside of the normal work day.

Personal leave shall not be used solely to extend a weekend, school recess period or



school holiday and is not to be used for social affairs, pleasure trips or recreation. Should an Employee require a personal day on a date that falls immediately before or after a weekend, school recess or school holiday, or the request is for consecutive leave days, the Employee will submit a written request to the Superintendent for approval along with the reason for requesting the leave.

Notwithstanding any other provision of this section, unused personal leave days shall convert to sick leave days, up to the maximum accrual amount, at the end of the contract year.

C. Religious Leave

An Employee who requires time off for the observance of a traditional and customary religious holiday may utilize one (1) day of their accrued sick leave for that purpose. The term "religious holiday" is to be interpreted as a day when members of the Employee's religious group, in the observance of their fundamental beliefs, engage in religious duties and do not carry on their regular professional or business activities. An Employee shall submit written notice of their intent to use sick leave for the observance of the religious holiday at least ten (10) school days prior to the day of observance. Notwithstanding any other provision of this Agreement when a sick leave day is used to observe a religious holiday it shall be used in full day increments.

D. Professional Activities

Employees will be encouraged to engage in professional activities such as attending conferences, visiting other schools, and/or for other activities which would contribute to their professional growth and the subsequent improvement of the school system. Requests to engage in professional activities shall be subject to the approval of the Superintendent and shall be submitted in writing at least one week prior to the visiting day.

13.5 Jury Duty

Employees called to Jury Duty will be paid their daily pay for the length of service required by the judiciary on an Employee's regularly scheduled work day.

13.6 Unpaid Leave Of Absence

An Employee shall not be absent without leave without the prior authorization of the Superintendent.

An Employee who has served in a school in the School District or Supervisory Union for two (2) or more years may be granted in writing, at the discretion of the Superintendent, an unpaid leave of absence not to exceed one (1) school year duration. An Employee's seniority shall not be broken by time spent on an authorized leave of absence but the Employee does not accrue additional seniority during the one year leave of absence. An Employee who is absent on an authorized leave of absence for an entire school year or more shall not be eligible for advancement on the salary schedule. Upon termination of the leave, the Employee will be

restored to the Employee's former position or to a substantially similar position, subject to the provisions of the Reduction in Force Article. An Employee on a leave of absence may continue to participate in the group medical insurance plan at the Employee's own expense and subject to the regulations of the insurance carrier. An Employee on an approved unpaid leave of absence may return to work prior to the end date of their approved leave with the approval of the Superintendent.

The decision of the Superintendent shall be final and not subject to the grievance procedure provided for in Article XIV of this agreement.

### 13.7 Military Leave

Any Employee inducted into the military service while employed by one of the Districts or the SU covered by this Agreement will be guaranteed an appropriate position upon the Employee's return to employment following the end of the Employee's military obligation.

The Employee's placement on the wage scale will be advanced by the number of years the Employee was absent for service in the military.

### 13.8 Donation of Sick Leave

Any Employee in the bargaining unit may donate accrued sick leave days for the benefit of any other bargaining unit Employee who has exhausted all their accrued paid leave and who is unable to work due to a "serious illness" as that term is defined at 21 V.S.A. Section 471 (5).

Any Employee either donating or receiving sick leave days under this provision must initiate this process, in writing, to the Superintendent according to the following provisions:

No person may receive more than thirty (30) additional sick leave days per school year. The recipient must have exhausted all accrued paid leave days. An Employee may not receive donated sick leave days unless the Employee's continued absence is due to a serious medical condition.

The recipient must provide a doctor's certification of medical necessity. At the option of the Superintendent a second opinion may be required.

There shall be no donation of additional sick leave days for elective medical procedures. The donor may not deplete their leave days below ten (10) days. An Employee who is receiving benefits or may be eligible to receive benefits under the long-term disability program is not eligible to receive donated days.

### 13.9 Workers' Compensation Option

An Employee who is absent because of a work-connected disease or injury may elect either of the following options by advising the Superintendent in writing within a reasonable time:

Option 1: Utilize the number of sick leave days they have accumulated and assign their

Workers' Compensation checks to the School District, or,

Option 2: Accept their checks from Workers' Compensation insurance for the period of time eligible and not use their accumulated sick leave.

In no case will an Employee be eligible to receive compensation based on their wages or paid leave benefits in addition to receiving Workers' Compensation benefits.

## **ARTICLE XIV** **GRIEVANCE PROCEDURES**

### 14.1 Definitions

A “grievance” is a claim by an Employee or the Association that there has been a violation of the express written terms of this Agreement. Under no circumstances shall any matter which is not a part of this Agreement be subject to arbitration. Under no circumstances shall any matter which is not a part of this contract or not a part of written Board Policies be considered a valid cause of grievance.

A “grievant” shall be the person(s) or the Association instituting a grievance at its initial Stage or step under the provisions of this Article.

For the purpose of this Article the term “days” means scheduled student days, except that when a grievance is submitted on or after June 1<sup>st</sup> and prior to the first scheduled student day of the next school year the term “days” means week days (M-F) excluding legal holidays as defined in 1 VSA Chapter 7. If the grievant, or the person to whom the grievance has been submitted, is certified by a doctor to be physically or mentally incapacitated, the time limits will be so adjusted by the number of days that the grievant or the person to whom the grievance has been submitted is incapacitated. No grievance shall be given consideration unless it is filed at Step 1 of this procedure within twenty (20) days of knowledge of the occurrence which gave rise to the grievance. Time periods specified in this Article may be extended by mutual agreement, in writing, between the grievant and the Superintendent.

### 14.2 Mutual Cooperation

The Board, the administration and the Association will cooperate with each other in the investigation of any Grievance, and will furnish each other with such relevant information as is requested for the processing of any Grievance. No Grievance shall be processed during the assigned working hours without the consent of the Superintendent.

### 14.3 Right to Representation

The grievant shall, at all steps in the grievance procedure herein provided for, be entitled to be represented by a representative(s) of the Association or by such other representative(s) as the grievant may choose, or to appear with the assistance of such representative(s), except that at no time shall the grievant be represented by an administrative official of the School District. No Employee shall be required to discuss any grievance if the Association representative is not

present.

#### 14.4 Right to Withdrawal of Grievance

A Grievance shall at all times and throughout all steps of the procedure remain the exclusive property of the Grievant, who shall retain the right to withdraw the Grievance at any time or at any step of the Grievance procedure. A Grievance may be withdrawn at any level without establishing precedent.

#### 14.5 Acknowledgement of Arbitration

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

#### 14.6 Procedural Requirements

No Grievance shall be entertained except in accordance with the procedures specified in this contract. Failure by the Grievant to adhere to these procedures within the specified time periods shall render the Grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time periods shall automatically move the Grievance to the next step in the procedure. Any Grievance shall be submitted in writing, shall include a statement of the problem being grieved, shall refer to the specific sections of the contract or Board Policies alleged to have been violated, and specify the remedy sought.

The parties acknowledge that it is usually most desirable for an Employee and the Employee's building Principal or immediate supervisor to resolve problems through free and informal communication, provided such resolution is not inconsistent with the terms of this contract. When requested by the Employee, the Association representative may intervene to assist in this resolution. The building Principal or the Superintendent may participate in the informal resolution process as deemed necessary. Should the informal processes fail to satisfy the teacher or the Association, then a grievance may be processed as follows:

Step 1 - The Grievant shall forward a written copy of the Grievance to the Principal/Supervisor. A copy thereof shall, at the same time, be filed with the Superintendent and the Association. The Principal or immediate supervisor shall arrange for a meeting with the grievant and the grievant's representative(s) to take place within ten (10) days of receipt of the grievance. Each party shall have the right to include such witnesses as it deems necessary to develop facts pertinent to the grievance.

The Principal or immediate supervisor shall, within ten (10) days following the meeting, give a written decision, copies of which shall be given to the Grievant and the Association. Such written answers shall include the reason(s) upon which the decision was based.

Step 2 - If the grievance is not resolved at Step 1, then the grievant or the Association shall refer the grievance to the Superintendent or official designee within ten (10) days after the Step 1 decision was due or received, whichever is earlier. A copy thereof shall, at the same time, be filed with the Association. The Superintendent shall arrange for a meeting with the grievant and/or the grievant's representative(s), to take place within ten (10) days of the Superintendent's 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.

The Superintendent shall, within ten (10) days following this meeting, give a written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reasons upon which the decision was based.

Exceptions for Step 1 and/or 2: Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the Grievance procedure may be bypassed and the Grievance brought directly to the next step. Grievances involving an administrator above the building level may be filed by the Association at Step 2.

Step 3 - If the grievance is not resolved at Step 2, then the grievant or the Association shall refer the grievance to the Board within ten (10) days after the Step 2 decision is due or received, whichever is earlier. The Board shall arrange for a meeting with the Association representative(s) and the grievant, to take place within ten (10) days of its receipt of the appeal. Each party shall have the right to include in its presentation such witnesses and counselors, as it deems necessary to develop facts pertinent to the grievance. The Board shall, within ten (10) days following this meeting, give its written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reasons upon which the decision was based.

Step 4 - If the grievance is not resolved at Step 3, the Association may within twenty (20) days of the receipt of the Board's decision, or within twenty (20) days of the date that the Step 3 response was due, demand final and binding arbitration on the matter. Such demand shall be in writing, and shall be hand delivered or delivered by certified mail to the Superintendent. An arbitrator shall be determined by mutual agreement between the Board or its designated representative, and the Association, or its designated representative.

#### 14.7 Procedural Requirements for Arbitration

Should the parties be unable to agree upon an arbitrator, within fifteen (15) days after the demand for arbitration is made such Grievance may be referred to the American Arbitration Association (AAA) under its voluntary labor arbitration rules, and shall be filed within thirty (30) days after the original demand for arbitration was made.

The expense for the arbitrator's services shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record or transcript of the proceedings it may cause such a record or transcript to be made, provided, however, that it pays for such record or transcript. Should both parties desire a transcript then the cost of the two transcripts will be divided equally between the parties.

The arbitrator's authority shall be limited to interpreting and applying the provisions of this agreement and the arbitrator shall have no power to add or subtract from, alter or modify any of the said provisions. However, the arbitrator shall be empowered to include in any award such financial reimbursement or other remedies the arbitrator shall judge to be proper.

The decision of the arbitrator shall be final and binding upon the parties and shall not be subject to appeal except as provided by statute.

A Grievance may be withdrawn or settled at any level prior to an arbitration award without establishing precedent.

#### 14.8 General

The Board acknowledges the right of the Association's Grievance representative to participate in the Grievance process at any level.

No reprisal of any kind will be taken by the Board, the Association, or the school administration against any Employee because of the Employee's participation in the Grievance procedure.

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

Under no circumstances shall students who are minors be involved in the hearing, or resolution, of a Grievance unless written consent from a parent and/or guardian is filed with the Superintendent in advance. The parent and/or guardian may be present at the time of the hearing.

The Parties will make reasonable, good faith efforts to share relevant information relating to issues in the Grievance in a timely manner.

### **ARTICLE XV** **REDUCTION IN FORCE AND RECALL**

#### 15.1 Authority of School Board

The Boards and the Association agree that reductions in the support staff of the respective District or the Supervisory Union may be implemented by the school board as provided by law. Employees shall be provided twenty-one (21) calendar days advance notice of layoff or reduction of work hours.

## 15.2 Notification to Association

The Association will be notified in writing at the same time it notifies the affected Employees of any proposed staff reduction. Association representatives may attend any regularly scheduled Board meeting to discuss a proposed reduction. Notification to the Association shall specify curriculum areas and positions contemplated for reduction.

## 15.3 Determination of Employee(s) Subject to RIF

Reductions in force will be implemented within the employment following employment units for all staff except the Paraeducator, Paraeducator Specialist, and IT Employees: 1) Echo Valley Community School District; 2) Williamstown Elementary School; 3) Northfield Elementary School; 4) Williamstown Middle-High School; and 5) Northfield Middle-High School. Reductions in force for Paraeducator, Paraeducator Specialist, and IT Employees will be implemented within Central Vermont Supervisory Union.

Layoffs and reductions of work hours within the employing units listed above or the Supervisory Union shall occur within the following categories. The order of layoff or reductions shall be determined by Administration.

- Paraeducators
- Paraeducator Specialists
- Custodians
- Maintenance
- Administrative Assistants (school-year and extended school-year)
- Administrative Assistants (full-year)
- IT Technician

When determining which Employee shall be affected by a staff reduction, the Superintendent will give consideration to various factors, including, but not limited to, qualification, performance as documented using the current supervision and evaluation model, other relevant documentation in the Employee's file, the needs of the District or the Supervisory Union and seniority. In the event that all other factors are substantially equal, Employees will be affected on the basis of seniority as defined in Sections 15.4 and 15.5. The decision of the Superintendent in matters of staff reduction shall be final.

Written notification of staff reduction will be made to the Employee no later than April 15<sup>th</sup>. Prior to written notification, the Superintendent will meet with said Employee, at which time the Employee will be informed about the reasons for the lay-off. The Employee may, at the Employee's own option, have a representative of the Association present at such meeting.

15.4 Employees who, by virtue of statute or merger, were transferred from any School District or SU in either the WSSU or ONSU to a School District or SU represented by this contract, shall retain all of their years of seniority previously accrued as an Employee employed in the original School District(s) or SU and vested as of the date of the transfer.

15.5 Seniority shall be defined as an Employee's most recent period of continuous employment with the Employer, including but not limited to all seniority eligible to be carried forward by an

Employee previously employed by a predecessor in interest to the Boards (i.e., the WSSU or the Northfield, Williamstown, Washington or Orange School Districts). Seniority shall not be lost when an Employee is on an approved leave of absence, however, time spent on an unpaid leave of absence shall not count for purposes of accruing seniority, with the exception of FMLA/VPFLA leaves, military leave granted pursuant to section 13.7 of this Agreement and absences related to work-related injuries. The parties agree that any Employee covered by this Agreement who is transferred, re-assigned or otherwise moves to a different support staff bargaining unit position within the CVSU or any of its member School Districts shall carry their accrued seniority and benefits with them to the new bargaining unit position.

- 15.6 Employees will receive a year of seniority for each year of service. Part-time Employees shall accrue seniority on a pro rata basis.

In the event of identical years of seniority, the determining factor shall be the (1) date and then the (2) time when each Employee returned his/her initial contract.

- 15.7 No Employee will be laid off under the provisions of this Article if the reduction can be accomplished through staff turnover, attrition, or transfer within the employing School District or the Supervisory Union.

15.8 Recall Rights

Employees in classifications noted in 15.3 who are laid off shall be considered for recall within their job category and within their employing School District/CVSU for a period of two (2) years from the commencement of said layoff. Employees who are qualified and certified for that vacancy will be recalled in reverse order of lay-off provided that they maintain an active employment file in the Office of the Superintendent as of January 1 of each year.

Notice of recall shall be provided by certified mail to the Employee at the address the Employee had last given to the District/CVSU. A copy of each recall notice shall be provided to the Association.

Employees must accept the recall offer within ten (10) business days (i.e., Monday through Friday excluding legal holidays) of receiving the notice of recall; failure to do so shall render the Employee's recall rights null and void; however, an Employee may refuse an offer of a lesser FTE position than the Employee held prior to the reduction without loss of recall rights during the remainder of the recall period.

An Employee who has been reduced in force will not lose his/her prior accrued seniority if the Employee is recalled to employment by the District/CVSU.

15.9 Issuance of Contracts/Letters of Intent

15.9.1 Issuance of Individual Contracts

All personnel who are to be employed for the ensuing year will be issued individual contracts no later than April 10th of each year. An individual contract will include information regarding the Employee's scheduled work hours for the upcoming school



year.

Signed individual contracts must be returned to the Superintendent's office on or before May 1 if school is in session, or the first school day following May 1 if it is not. If requested in writing by an Employee prior to the deadline for return of the individual contract the Superintendent may grant an extension of the individual contract return date for a period of time appropriate under all the circumstances.

#### 15.9.2 Letters of Intent To Employ

If negotiations have not been completed and a Master Agreement ratified by both the Boards and the Association by April 1<sup>st</sup>, each Employee who is to be offered a contract shall be issued a "letter of intent" to employ not later than April 1. The letter of intent shall be in the form set forth in Appendix B attached to and incorporated into this Master Agreement. The Letter of intent shall be signed and returned to the Superintendent on or before May 1 if school is in session, or the first school day following May 1 if it is not, or, the Employee shall be deemed to have refused the offer.

#### 15.9.3 Issuance of Individual Contracts Following Ratification of Master Agreement after April 10.

If a Master Agreement is negotiated after April 1 individual employment contracts will be transmitted to Employees within fourteen calendar days following ratification of the Master Agreement by both parties. The individual contract may be hand delivered or mailed to the Employee, with an email notice to the Employee's school account. Individual contracts will be signed and returned by an Employee within fourteen (14) calendar days of receipt of the individual contract or the Employee shall be deemed to have refused the offer.

### **ARTICLE XVI** **RETIREMENT**

- 16.1 Each full-time year-round, extended school year and school year Employee who meets the eligibility requirements will join the Vermont Municipal Employees' Retirement System.

### **ARTICLE XVII** **SAFETY AND WELLBEING**

#### 17.1 Acknowledgments

The Board and Association agree that the safety and wellbeing of Employees are of great importance and shall be treated as a priority in all aspects of the workplace. Both parties commit to fostering a work environment that promotes physical and mental health, and to implement comprehensive measures to prevent accidents, injuries, and occupational health hazards.

The Board commits to addressing concerns around safety and wellbeing of Employees. The Board will work with the Association on these issues in a proactive and collaborative manner. Regular assessments of workplace safety, ongoing training programs, and open communication channels will be maintained to ensure that Employees' concerns regarding their safety and wellbeing are promptly addressed.

The Employees recognize that in cases of emergency, the overall well-being of the students is their primary responsibility.

## 17.2 Working Conditions

The Board and the Association will work collaboratively to further a school environment which is welcoming, safe and supportive for students and Employees. Employees shall promptly report any unsafe conditions, incidents of bullying, harassment, or other concerning behavior to the designated school authorities in accordance with Board policies and procedures.

The Administration agrees to maintain a safe and secure campus environment. Appropriate security measures, emergency preparedness plans, and crisis response protocols shall be provided and reviewed regularly with all Employees.

## 17.3 Student Behavior and Classroom Safety

Maintaining a safe and conducive learning environment is essential for the well-being and academic progress of all students. Employees who work directly with students agree to implement appropriate classroom management techniques to foster a positive learning atmosphere and to address any disruptive behaviors promptly and constructively.

The Administration shall provide Employees with the necessary resources, training, and support to effectively manage student behavior and maintain a safe classroom environment. Employees shall receive guidance on best practices for handling challenging behaviors, promoting respect, and resolving conflicts. Employees may request reasonable assistance or modifications to ensure their personal safety and/or the safety of students. This includes access to proper safety equipment, support during off-campus activities, and adherence to safety guidelines.

Employees have the authority to enforce reasonable rules and standards of conduct within the classroom setting. Such rules shall be communicated to students at the beginning of the academic year and consistently reinforced throughout the school term.

In the event of severe or persistent behavioral issues, whether on or off school grounds, or through electronic means, the Employee will notify their principal or immediate supervisor within three (3) days of the event or learning of the event. The Administration shall take appropriate, timely, and effective action, in compliance with Board policy and administrative procedure, to address any instances of violence, threats, or other serious safety concerns involving students or other members of the school community. Employees shall be informed of the outcome of any investigations or disciplinary actions related to such incidents to the extent allowed by law. In the event the disciplinary action of a severe or persistent behavior resulted in the removal of a person from the Employees work environment, the Employee will be

notified at least twenty-four (24) hours prior to their return if possible and provided reasonable assurance that structures are in place to protect the safety of the Employee moving forward.

Employees shall collaborate with school administrators, counselors, and other relevant staff to develop appropriate interventions, support plans, or, when necessary, referrals to specialized services.

#### 17.4 Workers Compensation

Should an Employee experience an assault at work and suffer medical and/or mental health consequences which are found to be compensable under Workers Compensation statutes the Board shall make up the difference between the compensation the Employee would normally receive under their contract and the payments received by the Employee under the District's Workers Compensation Program for a period not to exceed ninety (90) calendar days with no charge to the Employee's accrued leave. Employee benefits such as health, dental and other insurances will continue in accordance with the provisions of this Agreement while the Employee is absent due to a work related injury resulting from an assault at work.

#### 17.5 Legal Support

In the event an Employee is subject to a lawsuit or other legal claim relating to an act or omission alleged to have occurred within the scope of their employment the Employee will receive support to the extent of and subject to the conditions set forth in the Liability Insurance coverage provided by the Board for this purpose. Such coverage shall be consistent with Section 1756 of Title 16, V.S.A.

#### 17.6 Facilities

The Board and the Association agree that students will not be placed in any classroom in larger numbers than the capacity of the teaching facilities and stations available in that classroom nor shall they be placed in a classroom which does not comply with CVSU Board class size policies.

Each school will establish a health and safety committee responsible for the purpose of identifying and addressing workplace health and safety concerns.

School administration, in conjunction with the site health and safety committee, will develop and annually revise a comprehensive school safety plan.

The Board will regularly conduct comprehensive assessments of workplace hazards and risks to Employee health and safety.

The Board acknowledges the importance of maintaining a healthy indoor air quality for the well-being of its Employees. The Board shall take reasonable measures to ensure a clean and safe working environment.

The Board will establish and communicate procedures for reporting workplace accidents and injuries and review such incidents to address future concerns. Employees will report any

dangerous physical conditions, indoor air quality concerns or other health and safety issues within three (3) days to their supervisors. Employees who report dangerous conditions or potential safety violations or participate in investigations are protected from retaliation. To the extent allowed by law, supervisors will inform the Association of the outcomes of safety reports.

#### 17.7 Employee Safety & Wellness

Personal protective equipment (PPE) will be provided to Employees as necessary to address duty-specific hazards.

The Board will provide regular safety training to Employees including hazard recognition, emergency procedures, and safe work practices.

The Board will implement safety measures to ensure facilities remain locked during the school day. All visitors will enter through a central location during the school day. Employees will support and enforce these safety measures.

As required by statute, a Threat Assessment Team will review reported incidents of threats made against an individual or school to determine the level of threat and assess the need for safety plans.

The Board will provide Employees with training on current best-practices related to violent critical incident preparation and response.

### **ARTICLE XVIII** **SEVERABILITY**

If any portion of this Agreement or any application thereof is held to be contrary to existing state or federal laws by an appropriate court, then such provision or application will not be deemed valid or subsisting except to the extent permitted by law; but all other provisions and applications will continue in full force and effect. If any such provision is held contrary to law, that provision will be negotiated in the succeeding contract.

### **ARTICLE XIX** **NO STRIKE CLAUSE**

The Association and the Boards subscribe to the principle that differences between them should be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there will be no work stoppage, or other concerted refusal to perform work by the Employees covered by this Agreement nor any instigation thereof during the life of this Agreement.

### **ARTICLE XX** **TRANSFERS**

- 20.1 The Association president will be notified of all job openings within the bargaining unit at least by the time of publication. An Employee may apply for a new position without jeopardizing an Employee's current position.
- 20.2 In the determination of reassignments and/or transfers, the wishes of the individual Employee will be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school as determined by the Superintendent, following consultation with the Principal or designee. Requests for reassignment or transfer will be given careful consideration in light of these constraints. The decision of the Superintendent shall be final and not subject to the grievance procedure provided for in Article XIV of this Master Agreement.

**ARTICLE XXI**  
**DURATION**

The provisions of this Agreement will be effective as of July 1, 2023 unless otherwise noted in this Agreement and will continue and remain in full force until June 30, 2026. This Agreement will automatically be renewed and will continue in full force and effect for an additional period of one (1) year unless either the Board or the Association gives notice in writing to the other not later than October 15 prior to the expiration date or any anniversary thereof of a successor Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the 19 day of February, 2024.

BY: Matthew Fedders

Matthew Fedders, Superintendent  
On behalf of the CVSU Board

Matthew Fedders

Matthew Fedders, Superintendent  
On behalf of the Paine Mountain  
School District Board

Matthew Fedders

Matthew Fedders, Superintendent  
On behalf of the Echo Valley Community  
School District

BY: Dorothy Higgin

Dorothy Higgin, CVEA President

Judy Knapp

Judy Knapp,  
Member of the Negotiating Council

## ESP Wage Schedule 2023-2024 (FY24)

Vertical increase: 2.00%

Step	Paraeducator AA	Paraeducator BA	Administrative Assistant	IT Level I	IT Level II	Custodian	Maintenance
1							
2							
1 - Old Step (3)	\$18.42	\$19.01	\$19.60	\$20.20	\$21.38	\$18.42	\$19.01
2 - Old (4)	\$18.79	\$19.39	\$19.99	\$20.61	\$21.81	\$18.79	\$19.39
3 - Old (5)	\$19.16	\$19.78	\$20.39	\$21.02	\$22.25	\$19.16	\$19.78
4 - Old (6)	\$19.55	\$20.17	\$20.80	\$21.44	\$22.69	\$19.55	\$20.17
5 - Old (7)	\$19.94	\$20.58	\$21.22	\$21.87	\$23.14	\$19.94	\$20.58
6 - Old (8)	\$20.34	\$20.99	\$21.64	\$22.30	\$23.61	\$20.34	\$20.99
7 - Old (9)	\$20.74	\$21.41	\$22.07	\$22.75	\$24.08	\$20.74	\$21.41
8 - Old (10)	\$21.16	\$21.84	\$22.52	\$23.20	\$24.56	\$21.16	\$21.84
9 - Old (11)	\$21.58	\$22.27	\$22.97	\$23.67	\$25.05	\$21.58	\$22.27
10 - Old (12)	\$22.01	\$22.72	\$23.42	\$24.14	\$25.55	\$22.01	\$22.72
11 - Old (13)	\$22.45	\$23.17	\$23.89	\$24.63	\$26.06	\$22.45	\$23.17
12 - Old (14)	\$22.90	\$23.64	\$24.37	\$25.12	\$26.59	\$22.90	\$23.64
13 - Old (15)	\$23.36	\$24.11	\$24.86	\$25.62	\$27.12	\$23.36	\$24.11
14 - Old (16)	\$23.83	\$24.59	\$25.36	\$26.13	\$27.66	\$23.83	\$24.59

## ESP Wage Schedule 2024-2025 (FY25)

Vertical increase: 2.00%

Step	Paraeducator AA	Paraeducator BA	Administrative Assistant	IT Level I	IT Level II	Custodian	Maintenance
1	\$19.10	\$19.72	\$20.33	\$20.95	\$22.17	\$19.10	\$19.72
2	\$19.49	\$20.11	\$20.73	\$21.37	\$22.62	\$19.49	\$20.11
3	\$19.88	\$20.51	\$21.15	\$21.80	\$23.07	\$19.88	\$20.51
4	\$20.27	\$20.92	\$21.57	\$22.23	\$23.53	\$20.27	\$20.92
5	\$20.68	\$21.34	\$22.00	\$22.68	\$24.00	\$20.68	\$21.34
6	\$21.09	\$21.77	\$22.44	\$23.13	\$24.48	\$21.09	\$21.77
7	\$21.51	\$22.20	\$22.89	\$23.59	\$24.97	\$21.51	\$22.20
8	\$21.94	\$22.65	\$23.35	\$24.07	\$25.47	\$21.94	\$22.65
9	\$22.38	\$23.10	\$23.82	\$24.55	\$25.98	\$22.38	\$23.10
10	\$22.83	\$23.56	\$24.29	\$25.04	\$26.50	\$22.83	\$23.56
11	\$23.29	\$24.03	\$24.78	\$25.54	\$27.03	\$23.29	\$24.03
12	\$23.75	\$24.51	\$25.28	\$26.05	\$27.57	\$23.75	\$24.51
13	\$24.23	\$25.00	\$25.78	\$26.57	\$28.12	\$24.23	\$25.00
14	\$24.71	\$25.50	\$26.30	\$27.10	\$28.69	\$24.71	\$25.50

## ESP Wage Schedule 2025-2026 (FY26)

Vertical increase: 2.00%

Step	Paraeducator AA	Paraeducator BA	Administrative Assistant	IT Level I	IT Level II	Custodian	Maintenance
1	\$20.01	\$20.65	\$21.29	\$21.94	\$23.22	\$20.01	\$20.65
2	\$20.41	\$21.06	\$21.71	\$22.38	\$23.69	\$20.41	\$21.06
3	\$20.81	\$21.48	\$22.15	\$22.83	\$24.16	\$20.81	\$21.48
4	\$21.23	\$21.91	\$22.59	\$23.28	\$24.64	\$21.23	\$21.91
5	\$21.65	\$22.35	\$23.04	\$23.75	\$25.14	\$21.65	\$22.35
6	\$22.09	\$22.80	\$23.50	\$24.22	\$25.64	\$22.09	\$22.80
7	\$22.53	\$23.25	\$23.97	\$24.71	\$26.15	\$22.53	\$23.25
8	\$22.98	\$23.72	\$24.45	\$25.20	\$26.67	\$22.98	\$23.72
9	\$23.44	\$24.19	\$24.94	\$25.71	\$27.21	\$23.44	\$24.19
10	\$23.91	\$24.67	\$25.44	\$26.22	\$27.75	\$23.91	\$24.67
11	\$24.39	\$25.17	\$25.95	\$26.74	\$28.31	\$24.39	\$25.17
12	\$24.87	\$25.67	\$26.47	\$27.28	\$28.87	\$24.87	\$25.67
13	\$25.37	\$26.18	\$27.00	\$27.82	\$29.45	\$25.37	\$26.18
14	\$25.88	\$26.71	\$27.54	\$28.38	\$30.04	\$25.88	\$26.71



# Central Vermont Supervisory Union

*[School District]*

## LETTER OF EMPLOYMENT INTENT

FROM: **Superintendent of Schools**  
Central Vermont Supervisory Union  
111B Brush Hill Road  
Williamstown, Vermont 05679

TO: \_\_\_\_\_ FTE: \_\_\_\_\_

RE: Letter of Employment Intent

DATE: \_\_\_\_\_

In the absence of a contract of employment, which the respective parties understand cannot be offered to employees until the parties ratify the successor MASTER CONTRACTUAL AGREEMENT, the Board Representative's signature below serves as the Board's intention to hire you for *[School Year]*.

Your selection and signature below affirms only your present intention to be employed by the *[School District]*. Your final decision to accept such employment can only be made after the MASTER CONTRACTUAL AGREEMENT is ratified and the terms of your employment are known to you in the form of an individual contract of employment from the Board. Your selection below nonetheless is made in good faith so the School Board may make plans for adequate staffing of the school(s) next year.

Please check the appropriate line below, sign and date, and return this letter to CVSU Business Office no later than \_\_\_\_\_. Failure to do so signifies your intent NOT to work as a *[position]* of *[School District]*.

\_\_\_\_\_ At this time I plan to return to work as a *[position]* in the *[School District]*.

\_\_\_\_\_ At this time I DO NOT plan to return to work as a *[position]* in the *[School District]*.

Signature of Board Representative \_\_\_\_\_ Date \_\_\_\_\_

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

**Appendix C 1 Co-Curricular Activities, Extra-Curricular Activities, and Extra Responsibilities FY2024 {Effective 2023-2024 School Year}**

BA Step 1 Base Pay =

<b>\$</b>	<b>44,890</b>
Category I	
Varsity Boys Basketball	
Varsity Girls Basketball	
High School Theater Director	
High School Yearbook (if work is performed outside of teacher's regular paid assignment )	
Varsity Boys Ice Hockey	
Varsity Girls Ice Hockey	
Rifle Team	
High School Play(s) - Music Director	
Varsity Wrestling	

Category II	
Varsity Boys Soccer	
Varsity Girls Soccer	
Varsity Boys Baseball	
Varsity Girls Softball	
Varsity Cross Country Team(s)	
Varsity Track Team(s)	
Varsity Golf Team(s)	
Class Advisory Grade 12	
Junior Varsity Girls Ice Hockey	
Junior Varsity Boys Ice Hockey	
Performing Arts-Band & Chorus Director	

Category III	
Junior Varsity Boys Basketball	
Junior Varsity Girls Basketball	
Varsity Boys Basketball Assistant Coach	
Varsity Girls Basketball Assistant Coach	
Varsity Girls Hockey Assistant Coach	
Varsity Boys Hockey Assistant Coach	
Drama Technical /Set	
Director/Costumer	
Interact	

Category IV	
Junior Varsity Boys Soccer	
Junior Varsity Girls Soccer	
Varsity Boys Soccer Assistant Coach	
Varsity Girls Soccer Assistant Coach	
Junior Varsity Boys Baseball	
Junior Varsity Girls Softball	
Middle School Boys Basketball	
Middle School Girls Basketball	
Varsity Boys Baseball Assistant Coach	
Varsity Girls Softball Assistant Coach	
National Honor Society	
Class Advisory (One position Grades 6-11)	
Varsity Club	
Jump Rope Club	
Middle School Drama Director	
Unified Sports Bowling	
Unified Sports Snowshoeing	
Unified Sports Bocce	

Category V	
Odyssey of the Mind/Gifted Activity	
Middle School Boys Soccer	
Middle School Girls Soccer	
Middle School Boys Baseball	
Middle School Girls Softball	
Middle School Cross Country	
Middle School Track & Field	
Green Club	
Red Team	
Elementary Intramural	
Robotics	
Facebook Moderator	

Category VI	
High School Play-Set Builder	
High School Play-Costume Designers	
High School Play-Backstage Manager	
SADD Advisor	
Fitness Club Advisor	
K-5	
Girls on the Run - Fall/Spring (per person)	
High School Student Council/YATST	
Spelling Bee	
MS Assistant Soccer Coach (Boys or Girls)	

Category I		Category II		Category III		Category IV		Category V		Category VI	
Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay
1	9.75%	1	8.00%	1	5.00%	1	3.50%	1	2.50%	1	1.75%
2	10.00%	2	8.25%	2	5.25%	2	3.75%	2	2.75%	2	2.00%
3	10.25%	3	8.50%	3	5.50%	3	4.00%	3	3.00%	3	2.25%
4	10.50%	4	8.75%	4	5.75%	4	4.25%	4	3.25%	4	2.50%
Year	Salary	Year	Salary	Year	Salary	Year	Salary	Year	Salary	Year	Salary
1	\$ 4,377	1	\$ 3,591	1	\$ 2,245	1	\$ 1,571	1	\$ 1,122	1	\$ 786
2	\$ 4,489	2	\$ 3,703	2	\$ 2,357	2	\$ 1,683	2	\$ 1,234	2	\$ 898
3	\$ 4,601	3	\$ 3,816	3	\$ 2,469	3	\$ 1,796	3	\$ 1,347	3	\$ 1,010
4	\$ 4,713	4	\$ 3,928	4	\$ 2,581	4	\$ 1,908	4	\$ 1,459	4	\$ 1,122

Estimated yearly hours:		Estimated Yearly Hours:		Estimated Yearly Hours:	
Category I	300+	Category II	200-299	Category III	200-299
Category IV	100-199	Category V	100-199	Category VI	33-99

The inclusion of a sport or activity on this chart does not obligate the District to conduct the activity or fund a listed position in any given year. If sufficient students request additional activities the Superintendent may approve adding such activities to the co-curricular positions in the schedule

**Appendix C 2 Co-Curricular Activities, Extra-Curricular Activities, and Extra Responsibilities FY2025 (Effective 2024 - 2025 School Year)**

BA Step 1 Base Pay =

<b>\$</b>	<b>46,379</b>
<b>Category I</b>	
Varsity Boys Basketball	
Varsity Girls Basketball	
High School Theater Director	
High School Yearbook (if work is performed outside of teacher's regular paid assignment )	
Varsity Boys Ice Hockey	
Varsity Girls Ice Hockey	
Rifle Team	
High School Play(s) - Music Director	
Varsity Wrestling	

<b>Category II</b>
Varsity Boys Soccer
Varsity Girls Soccer
Varsity Boys Baseball
Varsity Girls Softball
Varsity Cross Country Team(s)
Varsity Track Team(s)
Varsity Golf Team(s)
Class Advisory Grade 12
Junior Varsity Girls Ice Hockey
Junior Varsity Boys Ice Hockey
Performing Arts-Band & Chorus Director

<b>Category III</b>
Junior Varsity Boys Basketball
Junior Varsity Girls Basketball
Varsity Boys Basketball Assistant Coach
Varsity Girls Basketball Assistant Coach
Varsity Girls Hockey Assistant Coach
Varsity Boys Hockey Assistant Coach
Drama Technical /Set
Director/Costumer
Interact

<b>Category IV</b>
Junior Varsity Boys Soccer
Junior Varsity Girls Soccer
Varsity Boys Soccer Assistant Coach
Varsity Girls Soccer Assistant Coach
Junior Varsity Boys Baseball
Junior Varsity Girls Softball
Middle School Boys Basketball
Middle School Girls Basketball
Varsity Boys Baseball Assistant Coach
Varsity Girls Softball Assistant Coach
National Honor Society
Class Advisory (One position Grades 6-11)
Varsity Club
Jump Rope Club
Middle School Drama Director
Unified Sports Bowling
Unified Sports Snowshoeing
Unified Sports Bocce

<b>Category V</b>
Odyssey of the Mind/Gifted Activity
Middle School Boys Soccer
Middle School Girls Soccer
Middle School Boys Baseball
Middle School Girls Softball
Middle School Cross Country
Middle School Track & Field
Green Club
Red Team
Elementary Intramural
Robotics
Facebook Moderator

<b>Category VI</b>
High School Play-Set Builder
High School Play-Costume Designers
High School Play-Backstage Manager
SADD Advisor
Fitness Club Advisor
K-5
Girls on the Run - Fall/Spring (per person)
High School Student Council/YATST
Spelling Bee
MS Assistant Soccer Coach (Boys or Girls)

Category I		Category II		Category III		Category IV		Category V		Category VI	
Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay
1	9.75%	1	8.00%	1	5.00%	1	3.50%	1	2.50%	1	1.75%
2	10.00%	2	8.25%	2	5.25%	2	3.75%	2	2.75%	2	2.00%
3	10.25%	3	8.50%	3	5.50%	3	4.00%	3	3.00%	3	2.25%
4	10.50%	4	8.75%	4	5.75%	4	4.25%	4	3.25%	4	2.50%
Year	Salary	Year	Salary	Year	Salary	Year	Salary	Year	Salary	Year	Salary
1	\$ 4,522	1	\$ 3,710	1	\$ 2,319	1	\$ 1,623	1	\$ 1,159	1	\$ 812
2	\$ 4,638	2	\$ 3,826	2	\$ 2,435	2	\$ 1,739	2	\$ 1,275	2	\$ 928
3	\$ 4,754	3	\$ 3,942	3	\$ 2,551	3	\$ 1,855	3	\$ 1,391	3	\$ 1,044
4	\$ 4,870	4	\$ 4,058	4	\$ 2,667	4	\$ 1,971	4	\$ 1,507	4	\$ 1,159

Estimated yearly hours:		Estimated Yearly Hours:		Estimated Yearly Hours:	
Category I	300+	Category II	200-299	Category III	200-299
Category IV	100-199	Category V	100-199	Category VI	33-99

The inclusion of a sport or activity on this chart does not obligate the District to conduct the activity or fund a listed position in any given year.  
 If sufficient students request additional activities the Superintendent may approve adding such activities to the co-curricular positions in the schedule

**Appendix C 3 Co-Curricular Activities, Extra-Curricular Activities, and Extra Responsibilities FY2026 (Effective 2025 - 2026 School Year)**

BA Step 1 Base Pay =

<b>\$</b>	<b>48,234</b>
Category I	
Varsity Boys Basketball	
Varsity Girls Basketball	
High School Theater Director	
High School Yearbook (if work is performed outside of teacher's regular paid assignment )	
Varsity Boys Ice Hockey	
Varsity Girls Ice Hockey	
Rifle Team	
High School Play(s) - Music Director	
Varsity Wrestling	

Category II	
Varsity Boys Soccer	
Varsity Girls Soccer	
Varsity Boys Baseball	
Varsity Girls Softball	
Varsity Cross Country Team(s)	
Varsity Track Team(s)	
Varsity Golf Team(s)	
Class Advisory Grade 12	
Junior Varsity Girls Ice Hockey	
Junior Varsity Boys Ice Hockey	
Performing Arts-Band & Chorus Director	

Category III	
Junior Varsity Boys Basketball	
Junior Varsity Girls Basketball	
Varsity Boys Basketball Assistant Coach	
Varsity Girls Basketball Assistant Coach	
Varsity Girls Hockey Assistant Coach	
Varsity Boys Hockey Assistant Coach	
Drama Technical /Set	
Director/Costumer	
Interact	

Category IV	
Junior Varsity Boys Soccer	
Junior Varsity Girls Soccer	
Varsity Boys Soccer Assistant Coach	
Varsity Girls Soccer Assistant Coach	
Junior Varsity Boys Baseball	
Junior Varsity Girls Softball	
Middle School Boys Basketball	
Middle School Girls Basketball	
Varsity Boys Baseball Assistant Coach	
Varsity Girls Softball Assistant Coach	
National Honor Society	
Class Advisory (One position Grades 6-11)	
Varsity Club	
Jump Rope Club	
Middle School Drama Director	
Unified Sports Bowling	
Unified Sports Snowshoeing	
Unified Sports Bocce	

Category V	
Odyssey of the Mind/Gifted Activity	
Middle School Boys Soccer	
Middle School Girls Soccer	
Middle School Boys Baseball	
Middle School Girls Softball	
Middle School Cross Country	
Middle School Track & Field	
Green Club	
Red Team	
Elementary Intramural	
Robotics	
Facebook Moderator	

Category VI	
High School Play-Set Builder	
High School Play-Costume Designers	
High School Play-Backstage Manager	
SADD Advisor	
Fitness Club Advisor	
K-5	
Girls on the Run - Fall/Spring (per person)	
High School Student Council/YATST	
Spelling Bee	
MS Assistant Soccer Coach (Boys or Girls)	

Category I		Category II		Category III		Category IV		Category V		Category VI	
Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay	Year	Percent of Base Pay
1	9.75%	1	8.00%	1	5.00%	1	3.50%	1	2.50%	1	1.75%
2	10.00%	2	8.25%	2	5.25%	2	3.75%	2	2.75%	2	2.00%
3	10.25%	3	8.50%	3	5.50%	3	4.00%	3	3.00%	3	2.25%
4	10.50%	4	8.75%	4	5.75%	4	4.25%	4	3.25%	4	2.50%
Year	Salary	Year	Salary	Year	Salary	Year	Salary	Year	Salary	Year	Salary
1	\$ 4,703	1	\$ 3,859	1	\$ 2,412	1	\$ 1,688	1	\$ 1,206	1	\$ 844
2	\$ 4,823	2	\$ 3,979	2	\$ 2,532	2	\$ 1,809	2	\$ 1,326	2	\$ 965
3	\$ 4,944	3	\$ 4,100	3	\$ 2,653	3	\$ 1,929	3	\$ 1,447	3	\$ 1,085
4	\$ 5,065	4	\$ 4,220	4	\$ 2,773	4	\$ 2,050	4	\$ 1,568	4	\$ 1,206

Estimated yearly hours:		Estimated Yearly Hours:		Estimated Yearly Hours:	
Category I	300+	Category II	200-299	Category III	200-299
Category IV	100-199	Category V	100-199	Category VI	33-99

The inclusion of a sport or activity on this chart does not obligate the District to conduct the activity or fund a listed position in any given year.

If sufficient students request additional activities the Superintendent may approve adding such activities to the co-curricular positions in the schedule

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

**Article I. Recognition:**

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

**Article II. Definitions:**

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

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

**Article III. Scope of Bargaining:**

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

**Article IV. Limited Jurisdiction:**

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

**Article V. Plan Offerings:**

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

**Article VI. Eligibility Standards:**

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

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

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

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

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

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

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

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

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

7.1 For Teachers and Licensed School Administrators as defined in sections 2.1a and 2.1b: Each employer will contribute eighty (80%) percent of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

7.2 For all Other School Employees as defined in section 2.1c: Beginning on January 1, 2023, and on each January 1 for the duration of this Agreement, all employees covered by this section 7.2 who are not at the 20% premium contribution level will increase the employee contribution by one (1%) percent but not to exceed twenty (20%) of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

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

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



pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators, \$1900 for a single tier and \$4000 for all other tiers; for support staff, \$2200 for a single tier and \$4400 for all other tiers.

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

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

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

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

**Article X. Third Party Administrator Services:**

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

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

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

**Article XI. Grievance Procedure**

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

**Article XII. Incorporation by Reference:**

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

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

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

**Article XIII. Disclaimer:**

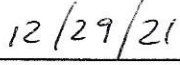
13.1 Nothing in this Agreement shall be construed to deny, restrict, or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's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

**Article XIV Duration:**


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

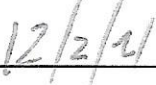
For the Employer Commissioners:

  
\_\_\_\_\_  
Elizabeth Fitzgerald, Chair, Duly authorized

  
\_\_\_\_\_  
Date

For the Employee Commissioners:

  
\_\_\_\_\_  
Michael Campbell, Chair, Duly authorized

  
\_\_\_\_\_  
Date