



# Champlain Valley SCHOOL DISTRICT

**TEACHER CONTRACT**  
2020-21 SCHOOL YEAR  
BETWEEN THE  
CHAMPLAIN VALLEY SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS  
AND THE  
CHAMPLAIN VALLEY EDUCATION ASSOCIATION

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**The CVSD mission is to develop citizens who**

**LEARN**

actively and collaboratively

**THINK**

creatively and critically

**LIVE**

responsibly and respectfully

**CONTRIBUTE**

positively to their community

**PURSUE EXCELLENCE**

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## **PREAMBLE**

In order to effect the provisions of Title 16, Chapter 57 of the Vermont Statutes Annotated, and to encourage effective and harmonious relationships between the Board and the Teachers, this contract is entered into between the Board of School Directors of the Champlain Valley School District, hereinafter known as the "Board" and the Champlain Valley Education Association (Champlain Valley School District, Champlain Valley Union, Charlotte, Hinesburg, Shelburne and Williston Units), hereinafter to be known as the "Association".

## **1. RECOGNITION**

- 1.1 The Board recognizes the Association as the exclusive representative of the teachers of the Champlain Valley School District for purposes of collective bargaining and the administration of this contract. Unless otherwise referred to by specific reference, members of the bargaining unit will hereinafter be denoted by the term "Teachers". All references to the Board or the Association notwithstanding, each reserves the right to act herein under by committee.

## **2. RIGHTS OF THE BOARD**

- 2.1 In recognition of the fact that the laws of the state of Vermont vests responsibility in the Board for the quality of education in and the efficient and economical operation of the Champlain Valley School District, except as specifically and directly modified by expressed language in a specific provision of this contract or by the laws of the State of Vermont, the Board retains all rights and powers that it has, or may hereafter be granted by law and may exercise such powers at its discretion.

### **3. RIGHTS OF THE TEACHERS**

- 3.1 The Board agrees that each teacher shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. It is further agreed that each teacher shall have the right not to join or support this or any other Teachers Association if he or she desires. It is further agreed that neither the Board nor the Association shall discriminate against any teacher with respect to salary, economic conditions of employment, or professional standing by reason of membership or non-membership in the Association or its affiliates, nor for participation in any of the lawful activities of the Association. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may now have under Vermont State school laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- 3.2 The procedure for suspending and dismissing teachers shall be in accordance with Title 16, Chapter 53, Section 1752 of the Vermont Statutes Annotated.

#### 4. RIGHTS OF THE ASSOCIATION

- 4.1 The Association shall have the right to use such facilities and equipment as are normally located for teacher use within the school, as well as school audio-visual equipment at reasonable times and upon prior request to the Principal or his or her designee, provided that such use does not interfere with the teaching of pupils or interrupt normal school activities and operations. Any cost of repairs beyond ordinary maintenance resulting from the use of such equipment, and the cost of materials, shall be borne by the Association.
- 4.2 Members or representatives of the Association shall be permitted to transact official business of the Association on school property or in regular school hours provided that this does not interfere with any assigned duties or interrupt school programs and operations.
- 4.3 The Association shall have the right to use the staff area for the posting of its activities and matters of Association concern, provided that no matter shall be placed in the staff area, which is derogatory of any individual or detrimental to the best interest of the school district. The Association may use the teachers' mailboxes for communications to teachers provided that the above-mentioned safeguards are observed.
- 4.4 On or before 9/15 of each year, following consultation with the local CVEA Unit Vice President, the administration will designate one day each month to be available for Association meetings. In designating this date, the administration agrees not to schedule any school meetings, except in the event of emergency. In such instances, the administration will provide the Association as much advance notice as possible. Individual teachers are not relieved of their professional responsibilities under this agreement for the purposes of attending these meetings. All provisions of articles relating to the length of the workday remain in effect and are not modified by this meeting provision.
- 4.5 The Board agrees to deduct from the salaries of its teachers dues for the Champlain Valley Education Association, the Vermont Education Association, and the National Education Association.
  - A. Association dues deductions for those who individually and voluntarily authorize such deductions, shall be made in consecutive installments, each pay period, and shall continue from year to year without submission of new authorizations, except in cases where a teacher notifies the Board to terminate deduction by 15 August of the contract year, in which case the teacher shall be subject to the provisions of Section 4.5c below. Monies, together with records of any corrections, shall be transmitted to the Treasurer of the Association at regular intervals.



- B. The Association shall certify to the Board, in writing, the current rate of local, state, and national dues. In the event any Association changes the rate of its membership dues, the local shall give the Board thirty (30) days notice prior to the effective date of said change.
  
- C. Deductions of agency service fees in an amount not to exceed eighty-five percent (85%) of applicable Association dues for those who individually and voluntarily authorize such deductions, shall be made in consecutive installments, each pay period, and shall continue year to year without submission of new authorizations, except in cases where a teacher notifies the Board to terminate deductions by August 15<sup>th</sup> of the contract year. Agency service fees collected, together with records of any corrections shall be transmitted to the Treasurer of the Association at regular intervals.

## 5. PROCEDURES FOR NEGOTIATION OF A SUCCESSOR CONTRACT

- 5.1 The Association shall notify the Board of any intent to negotiate by October 15<sup>th</sup> of the terminal year of this contract. The Board and the Association will establish a negotiating schedule for the successor agreement which will assure that if fact finding is necessary, it will be completed and the fact finding report received by June 30 of the final year of the Agreement. By mutual agreement the parties may agree to extend this deadline. The Board and the Association will exchange proposals at the first meeting mutually agreed upon for such purposes. The Board and the Association will schedule such additional meetings as are necessary to discuss all matters properly to be negotiated for the subsequent contract.
- 5.2 During negotiations, the Committee of the Board and the Committee of the Association will present all data, exchange points of view, and make proposals and counter-proposals. Each party shall have the right in negotiations to act at all times by committee except where restricted or prohibited by law. Each party will provide the other, upon request, a written statement indicating the person or persons authorized to act with respect to all phases of negotiations. Either party may, if it so desires, utilize the services of outside consultants and call upon professional and law representatives to assist in negotiations
- 5.3 The parties agree to form the following committee:
- a. **Salary Structure.** The committee shall study the particulars of Article 34 and Appendix B. The committee shall be composed of two CVSD board representatives and two Association representatives. The committee shall meet to set up the process, norms, charge and composition of the committee not later than October 15, 2020. In addition, at least one but no more than two Central Office administrators will be present as non-voting advisory members to the final committee.

## 6. PROFESSIONAL EXPECTATIONS

- 6.1 The Board and Association agree it is in the best interest of children, our communities, and education professionals for the school to be recognized as a professional setting. In order to encourage an environment that promotes this belief, the Board and Association agree to the following principles:
- a. Teachers are professional employees. Teachers will meet their professional obligations and structure their workday to achieve this end. The length of a teacher day shall be seven and one half hours (7.5) hours per day, except as provided below. The length of professional time assigned to instructing students shall not exceed 6 hours per day, except as provided below.
  - b. Teachers may voluntarily participate in flexible schedules that are mutually agreed upon between the teacher and administrator and that are in alignment with and supported by a transformational improvement plan (Appendix J). A flexible schedule could include an extended school year, extended day program, or alternative program. Compensation for these additional days would be based on their prorated salary. In the event that a flexible schedule requires modification of the length of the school day, the methodology used in determining SPARK program teacher time will be used (see SPARK transformational plan in Appendix J-1.)
  - c. Professional obligations will be the essential job duties and responsibilities outlined in the position's job description. Said job description will be consistent with the expectations set forth in the then current district supervision and evaluation system.
  - c. In the event that professional obligations are not met, the Principal may set a teacher's daily schedule. This schedule will remain in place until the Principal and teacher agree that the teacher can schedule his/her work day to meet his/her professional obligations. In no case shall the Principal set a schedule that requires the teacher to be onsite for more than eight (8) consecutive hours, not to include meeting time provided in section four below.
  - d. Monthly Meetings – Elementary/Middle Schools (Charlotte, Hinesburg, Shelburne & Williston)  
  
No more than 36 hours of post school day meeting time per year will be set aside for the Administration's use, including but not limited to staff meetings, trainings, and committee work. There will be not more than 5 hours of such meeting time per month or 1 hour per week.
    1. All teachers are required to attend these meetings and teachers will arrange their work day schedule to accommodate said meetings.

2. Meetings will start fifteen minutes after students are dismissed and teachers may leave one hour after the meeting starts.
  3. Nothing herein prohibits the Administration from scheduling the meeting to go longer than one hour; however, teachers will be excused as previously stated.
  4. The Administration will notify teachers by September 1<sup>st</sup> annually of the school year's meeting schedule. However, nothing contained herein shall prohibit the Administration from scheduling other meetings on other days as long as teacher attendance is not mandatory, unless there is a need for an emergency meeting.
  5. By mutual agreement, the local Association unit and local Administration can agree to combine meetings, alter the schedule and make other such arrangements so long as on average there is only the equivalent of one hour of meeting time per week over a four week period as prescribed by the specific subsection of this agreement.
- e. Monthly Meetings – High Schools (Champlain Valley Union High School)

No more than two meetings per month will be set aside for the Administration's use, including but not limited to staff meetings, department meetings, trainings, and committee work. However, during the 10 year NEASC accreditation process the administration may add a third meeting or additional hour of meeting time as needed. If school is cancelled or there is an early dismissal that results in the cancellation of a scheduled meeting under this provision, the meeting will be rescheduled, however, the administration must provide at least 2 weeks notice for the new date and time.

1. All teachers are required to attend these meetings and teachers will arrange their work day schedule to accommodate said meetings. Teachers with early block are required to attend even if their schedule cannot be adjusted to ensure a 7.5 hours work day plus one (1) hour of meeting time.
2. Meetings will start fifteen minutes after students are dismissed and teachers may leave one hour after the meeting starts.
3. Nothing herein prohibits the Administration from scheduling the meeting to go longer than one hour; however, teachers will be excused as previously stated.

4. The Administration will notify teachers by September 1<sup>st</sup> annually of the school year's meeting schedule. However, nothing contained herein shall prohibit the Administration from scheduling other meetings on other days as long as teacher attendance is not mandatory, unless there is a need for an emergency meeting.
5. By mutual agreement, the local Association unit and local Administration can agree to combine meetings, alter the schedule and make other such arrangements so long as on average there are only two meetings or two hours worth of required after school meetings per month as prescribed by this specific subsection of the agreement.
- f. All teachers will participate in IEP, 504 and EST meetings as required. Said meetings will be scheduled at the mutual convenience of the teacher, administration and if applicable, parents/guardians, while taking into consideration the needs of the child and the availability constraints of both teachers and parents/guardians. Every effort will be made to avoid setting up these meetings during the meetings outlined in subsection 6.1d and 6.1e of this article.
- g. Once the Administration has set the schedule to ensure instructional needs are met, and planning time and lunch are incorporated into the master schedule, the Administration may schedule other professional obligations including but not limited to department and/or team meetings, school committee meetings, and the like if a teacher has other unscheduled time during the student day.

## 6.2 Elementary/Middle Schools Work Day (Charlotte, Hinesburg, Shelburne & Williston)

- a. All full time teachers will be provided seventy (70) minutes per day for preparation/planning and lunch, generally to be scheduled in two (2) increments, but no less than twenty (20) minutes per increment.
  1. Teachers will receive an uninterrupted and duty free lunch break as provided in this section. Teachers at their sole discretion, may choose to schedule meetings, planning time and other such professional obligations during their lunch if they so wish.
  2. Teachers will receive uninterrupted and duty free time for preparation and planning time during the student day. Teachers will have the sole discretion to use this time to meet other professional obligations.
- b. Teacher participation in co-curricular activities will be voluntary.

### 6.3 High School Work Day (Champlain Valley Union High School)

- a. All full time teachers will be provided seventy (70) minutes per day for preparation/planning and lunch, generally to be scheduled in two (2) increments, but no less than twenty (20) minutes per increment.
  - 1. Teachers will receive an uninterrupted and duty free lunch break as provided in this section. Teachers at their sole discretion, may choose to schedule meetings, planning time and other such professional obligations during their lunch if they so wish.
  - 2. Teachers will receive uninterrupted and duty free time for preparation and planning time during the student day. Teachers will have the sole discretion to use this time to meet other professional obligations.
- b. Teachers will not be required to teach more than one (1) subject area (e.g. social studies, science) or have more than three (3) teacher preparations within said area, at any one time.
- c. Teacher participation in co-curricular activities will be voluntary.
- d. The position of a full time teacher shall consist of six (6) assignments, five (5) of which shall be teaching assignments and one (1) advisory. A teacher with five (5) teaching assignments shall be assigned an advisory or comparable professional assignment. The Administration reserves the right to assign a sixth teaching period, in lieu of an advisory, where scheduling requirements dictate that this be done. When scheduling requirements demand that six (6) teaching classes be assigned, the administration may temporarily assign up to three (3) sixth teaching assignments (not counting voluntary sixth assignments) within a department for up to one semester.
- e. The administration reserves the right to assign more than two (2) consecutive professional assignments in any day where scheduling requirements dictate that this be done.

### 6.4 Work Year

- a. Full time teachers will work the equivalent of 189 days during a contract year. Said days will be scheduled between July 1 and June 30 each school year, unless otherwise agreed by the teacher and the superintendent.
  - 1. Up to 186 of those days will be professional and student days, as defined by the Superintendent. Days will be a combination of student instruction days and professional days as determined by the Superintendent.

- (a) Normally 180 contract days shall be student days, inclusive of early release days.
    - (b) Normally six (6) contract days shall be professional days
  - 2. Three of the 189 work days (192 for first year teachers) will be used as non-instructional professional time, which will be scheduled at the sole discretion of the individual teacher. At the end of the school year each teacher will submit a list of opportunities accomplished to satisfy the requirement of 3 days of non-instructional professional time.
    - b. During the first year of employment, a teacher new to the district shall have three (3) additional days of non-instructional professional time that is designated for orientation and other district and/or supervisory union needs.
    - c. Teachers contracted for less than 189 full work days shall be considered part-time and their salary shall be prorated.
    - d. A school calendar identifying contract days shall be issued by June 1<sup>st</sup> for the following school year annually.
    - e. Non-student work days in excess of 189 may be contracted to address specific needs of the school or supervisory union. Allocation of the additional days will be determined through an application process to the principal. Criteria for approval of work days beyond the 189 may include, but are not limited to, the scope of the impact of the work, its contribution to district and/or CVSD efforts, connection of the work to the school or supervisory union's action plan or other school initiatives and development of curriculum that has been approved by the Board. Compensation for such work described above shall be by contract addenda at the rates outlined in Article 34 – Salaries.
- 6.5 Assignments under this article are not grievable beyond step 2 of the grievance article.

## 7. TEACHER EMPLOYMENT

- 7.1 It shall be the Policy of the Board to hire teachers in accordance with the administrative regulations set forth by the Vermont Agency of Education. However, this shall in no way limit or deny the authority of the Superintendent, with the consent of the Board, to place existing teachers or hire new teachers at such salary and in such capacities as may in his or her judgment be necessary in order to adequately staff critical teaching areas or fields.
- 7.2 References to “steps” in this subsection shall refer to either steps on the salary schedule or salary increases. (See Article 34 – Salaries.) Unless held on step for just cause, a teacher shall advance one (1) step on the salary schedule each year until frozen on the highest step of the appropriate column. Advancement to the next step is to be based on favorable evaluation of teaching performance. Any teacher who does not receive a salary increment must be so notified in writing. Such notification shall state the reason(s) the salary increment was denied, and shall be transmitted to the teacher prior to the issuance of contracts or letters of intent.
- 7.3 In order for a teacher’s contract to remain valid, he or she must possess a current license with all appropriate endorsements required for his/her teaching assignments and must have or be actively working towards attaining highly qualified teacher (“HQT”) status as defined by the Vermont Agency of Education for assignments.



## 8. TEACHER EVALUATION

- 8.1 Teacher Evaluation shall be conducted openly and in a professionally responsible manner by appropriate administrative personnel or individuals designated by the Superintendent or Principal. It is understood that teacher evaluation is a continuous process throughout the school year; however, this shall not preclude the Board from taking appropriate action at any time during the school year pursuant to the provisions of this Agreement. All monitoring or observations of the performance of a teacher will be conducted openly. The use of eavesdropping, public address or audio systems and similar surveillance devices is strictly prohibited. Any criteria and evaluative instruments used by the Administration in evaluating teachers under this Article shall be made available to all teachers no later than October 1 of each year, unless otherwise mutually agreed.
- 8.2 Personnel files for all teachers shall be maintained under the following conditions:
- a. No adverse material dealing with a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he or she has read such material by signing the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed and does not necessarily indicate agreement with its content. Except incidents involving conduct unbecoming a teacher or other such serious event(s), an incident that has not been reduced to writing within ninety (90) days of its occurrence, exclusive of vacation periods, may not be added to the file, except as outlined in 8.5 below.
  - b. The teacher will receive a copy of any material placed in his or her file.
  - c. The teacher shall have the right to answer any material filed and the answer shall be attached to the related material.
  - d. Upon request of the teacher during normal office hours, he or she shall be permitted to reproduce any material in his or her file subject to the procedures established by the Superintendent.
  - e. Material will be removed from the file when a teacher's claim that it is inaccurate and/or unfair has been sustained.

8.3 Complaints shall be processed as follows:

- a. Any formal complaint regarding a teacher made to any member of the administration by any parent, student or other person which is used in any manner in evaluating a teacher shall be submitted in writing and signed by the complainant, or shall be reduced to writing by the administration and shall identify the complainant. Any complaint communicated by email shall comply with the intent of this article. Any such complaint shall be brought to the attention of the teacher within three (3) business days, unless the complaint alleges criminal or other improper activities and premature notification to the teacher could compromise a pending investigation.
- b. In the event the Administration decides to pursue an investigation the teacher must be notified within two (2) business days that an investigation has started, unless the complaint alleges criminal or other improper activities and premature notification to a teacher could compromise a pending investigation. A teacher may be temporarily relieved of his or her teaching duties and placed on administrative leave, with full pay and benefits during any investigation, provided the Superintendent or designee concludes that such action is in the best interest of CVSD. In the event a complaint involved an allegation of professional misconduct which could result in a referral to an outside agency, the teacher may request that the investigation be conducted by the office of the Superintendent, and such request shall not be unreasonably denied.
- c. Teachers will be given the opportunity to respond to and/or rebut any complaints brought to their attention. In the event an investigation is conducted, said opportunity to respond shall occur prior to the conclusion of the investigation. A teacher may request a prompt investigation if an investigation has not already been conducted; however, the Administration maintains the authority to decide whether an investigation is warranted in any case. Upon notice of the results of such an investigation, a teacher may request a determination as to whether the complaint was accurate and fair and may file a grievance over any adverse action taken.

8.4 If a teacher is required to appear before an Administrator to be disciplined or reprimanded or for any other reason which may adversely affect the teacher in his/her employment he/she will be entitled to have a representative(s) of the Association present.

- 8.5 The parties agree that supervisors and administrators may maintain working files for employee/personnel issues. The Parties further agree that notes and other materials contained in such files will be destroyed after the completion of the teacher's most recent evaluation cycle, unless the administration deems it necessary to incorporate specific items for placement in the teacher's personnel file. In such an event, the teacher will be notified that the item is being placed in his/her personnel file, shall acknowledge receipt of notification, and will be provided an opportunity to respond. Any written response from a teacher shall be included in the personnel file. In any instance, nothing contained in the working file will be used against a teacher without a copy being provided to the teacher and an opportunity for the teacher to provide a written response.

## 9. APPROVED PROFESSIONAL IMPROVEMENT CREDITS

- 9.1 Earned credits may be considered for salary advancement only when such credits are taken as part of a teacher's local professional development plan (PLP) or the local action plan, as approved by the Superintendent.
- a. Credits shall have been approved by the Superintendent or designee prior to the beginning of the creditable work.
  - b. Eligible credits shall include course credits awarded by or eligible for course credit by an accredited college or university, or other credit related to attendance and participation at workshops or conferences sponsored by a bona fide educational organization approved by the Superintendent.
  - c. It shall be the responsibility of the individual teacher to provide the Superintendent with the appropriate documentation, as determined by the Superintendent, of completion of credits.
- 9.2 In order to change columns on the salary schedule, the following must occur:
- a. In order for the movement to be effective July 1 of a contract year, the teacher must:
    1. Complete the creditable work on or before September 1; and
    2. Provide written documentation of such credits to the Superintendent by September 30
  - b. In order for the movement to be effective February 1 of a contract year and to qualify for a pro-rated increase, the teacher must:
    1. Complete the creditable work on or before January 1<sup>st</sup>; and
    2. Provide written documentation of such credits prior to March 1<sup>st</sup>.
  - c. As it applies to the salary schedule, 30 credit hours are required for a Master's Degree. Any additional credits required for the Master's Degree program will be in excess of the original 30 credits for the purpose of placement on the schedule.

## 10. GRIEVANCE PROCEDURES

- 10.1 A grievance shall be any claim by the Association or a teacher or teachers that there has been a violation, misinterpretation or misapplication of the terms of this contract, or a violation of any established policy or practice, but no grievance which does not derive directly from an interpretation or application of the written provisions of this contract shall be admissible to arbitration.
- 10.2 Any aggrieved person or grievant shall be the person or persons instituting a grievance under this contract. All time limits contained in this grievance procedure shall consist of school days. After June 1<sup>st</sup>, the time limits for filing and processing grievances shall consist of all weekdays.
- 10.3 An Association representative may, at the option of the Association, be present at hearings or other proceedings relating to a grievance, which has been formally presented.
- 10.4 Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the grievance informally with interested persons, or from having the grievance adjusted without intervention of the Association provided the adjustment is consistent with the terms of this contract. The grievant shall be entitled to be represented by a representative of the Association or by such other representative as he or she may choose, or to appear with the assistance of such representative at all hearings or other proceedings and at all steps of the formal grievance procedure herein provided for, except that at no time shall the grievant be represented by an administrative official of the school district.
- 10.5 No grievance shall be considered valid unless it is filed at the appropriate beginning step within twenty (20) days of the time the grievant had knowledge of the occurrence which gave rise to the grievance, and is pursued in accordance with the procedures specified in this contract. Failure by the grievant to adhere to the specified procedures within the stated time periods shall render the grievance null and void.
- 10.6 Failure by the Administration or School Board at any step to respond to a grievance within the stated time period shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
- 10.7 Except as otherwise provided in Step 4 below, a grievance shall at all times and throughout all steps of this 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.

10.8 Should informal procedures fail to resolve the grievance to the satisfaction of the grievant, then a formal filing of the grievance shall be made in accordance with the following steps.

Step One: The Teacher or the Association shall present the grievance in writing, specifying the matter being grieved and the redress sought, to the immediately involved Administrator, who will arrange for a meeting within five (5) days after receipt of the grievance. The Association's representative, the grievant, the Administrator and the Administrator's representative, should he/she elect to have one shall be present for the meeting. The Administrator shall provide the aggrieved Teacher and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step Two: If the grievance is not resolved at Step 1, then the grievant or the Association representing the grievant may refer the grievance to the Superintendent or his/her official designee within five (5) days after the date of the Step 1 response. The Superintendent shall arrange for a meeting with the grievant and/or a representative of the Association's grievance committee to take place within ten (10) days of his or her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon completion of the hearing, the Superintendent will provide to the grievant and the Association, within five (5) days, his/her written decision with respect to the grievance.

Step Three: If the grievance is not resolved at Step 2, then the grievant or the Association representing the grievant may refer the grievance to the Board within ten (10) days after the date of the Step 2 response. The Board or a Committee thereof shall arrange for a meeting with the grievant and/or representatives of the Association's grievance committee to take place within fifteen (15) days of receipt of the appeal. Upon conclusion of the hearing, the Board will provide to the grievant and the Association, within ten (10) days, a written decision with respect to the grievance.

Step Four: If the Association representing the grievant is not satisfied with the Step 3 decision, or if the time limits of Step 3 expire without the issuance of the Board's written decision, provided the grievance derives directly from an application or interpretation of a specific provision of this contract, then the Association may submit the grievance to final and binding arbitration, under the voluntary arbitration rules of the American Arbitration Association. Only the Association may take a grievance to arbitration. If a request for arbitration is not filed within twenty (20) days of the date required by the Board's reply at Step 3, then the grievance will be deemed to be withdrawn.

- 10.9 The selection of the arbitrator shall be determined by mutual agreement between the Board or its designated representative and the Association or its designated representative. Should the parties be unable to agree upon an arbitrator within ten (10) days from the request for arbitration, then an arbitrator shall be requested by the grievant within ten (10) days from the American Arbitration Association under its rules for voluntary arbitration. If not so requested, the grievance shall be deemed to be withdrawn.
- 10.10 Nothing contained in this Article or Agreement shall prevent the parties from utilizing the arbitrator to mediate a settlement of the grievance. It is understood that any offers made by either party during the course of this conciliation process, shall in no way prejudice the parties' case, or be construed in any subsequent deliberation by the arbitrator.
- 10.11 The arbitrator shall have no power to add to, detract from, disregard, or alter the terms of this contract. However, it is agreed the arbitrator is empowered to fashion a remedy to make the grievant whole under the terms of the contract, including compensatory damages. Decisions of the arbitrator in matters of grievance shall be final. If a dispute arises as to the arbitability of any grievance, the arbitrator shall first rule on the question of arbitability and the arbitrator's decision shall be final and binding upon the parties.
- 10.12 Each party shall bear the full costs of its representation in arbitration. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties. Should either party request a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties desire transcripts, then the cost of the two (2) transcripts will be divided equally between the parties.
- 10.13 The parties acknowledge the right of either party, if it so desires, to invite others to assist in the grievance process, including but not limited to Association Officers, Administrators, and other professional or law representatives to assist in the grievance process. No teacher shall be required to discuss any formal grievance if the Association's representative is not present.

- 10.14 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. Class grievances involving an administrator above the building level may be filed by the Association at Step 2 and grievances involving staff reduction shall be filed by the Association at Step 3.
- 10.15 No reprisals of any kind may be taken by the Board, the school administration or the Association against any teacher because of his/her participation or non-participation in this grievance procedure.
- 10.16 The Board, the administration and the Association will cooperate with one another in the investigation of any grievances.
- 10.17 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 10.18 No grievance will be processed or heard during assigned working hours without specific consent from the administration.
- 10.19 Under no circumstances shall a minor child be involved in the filing, processing, or hearing of any grievance unless prior written consent from a parent or legal guardian has been filed with the office of the Superintendent.
- 10.20 Forms for the filing of grievances and appeals shall be made available at Board expense.
- 10.21 Disputes related to civil rights shall be subject to arbitration or statutory adjudication. If a teacher initiates either alternative then the teacher must waive in writing the right to pursue the matter in the other forum.



## 11. VACANCIES

- 11.1 Prior to the filling of any bargaining unit position, a written notification of the vacancy will be sent to the Association President and each Association Unit Vice President. Said notice will be sent prior to or at the same time as said vacancies are posted as outlined below.
- 11.2 In the event a full-time teaching vacancy occurs, and following compliance with the provisions of Article 30 – “Reduction in Force & Recall and Bumping Rights” and Article 32 “Transfers & Reassignments,” all teachers currently employed, full time or part time on renewable or non-renewable contracts or as long-term substitutes, will be considered for the opening prior to consideration of external candidates, provided they apply within seven (7) calendar days of posting the vacancy and are licensed, and endorsed for the position by the State of Vermont.
- 11.3 For the purposes of subsection 11.2, consideration will mean that the Administrator will consider the complete and timely application from the teacher and notify him or her of the outcome of his or her application prior to reviewing applications from outside candidates. The Administrator has discretion to:
- a. Recommend to the Superintendent that the teacher be hired for the opening, or
  - b. Have the teacher go through a modified process with only internal candidates, or
  - c. Reject the teacher’s application, or
  - d. Place the teacher in the pool with external candidates.
- The decision of the principal is not grievable provided the above conditions of this article are met.
- 11.4 No bargaining unit vacancy shall be filled sooner than the posting period. Nothing contained herein will prohibit the Board or Administration from advertising the position externally during the posting period in those situations where it is reasonable and appropriate to do so.

## 12. SABBATICAL LEAVE

- 12.1 The Board and Association agree that a teacher may apply for and be granted sabbatical leave under the terms and basis outlined in this article. The teacher must have completed seven (7) full and consecutive years in the District to be eligible for sabbatical leave.
- 12.2 A Sabbatical Review Committee composed of one Central Office Administrator, the Principal and two teacher representatives will screen the applications and interview any applicants for sabbatical leave. The teacher representatives will be appointed by the Association as long as the Association maintains a membership that equals at least 50% of the all teachers in the district. If not, the teachers shall elect two representatives. Teachers applying for sabbatical leave cannot serve on the Committee and cannot participate in the teacher representative selection process. In the event the Sabbatical Review Committee cannot reach agreement on a recommendation regarding the proposal, the matter shall be forwarded to the Superintendent for his/her recommendation to the Board.
- 12.3 Deadlines and steps for the Sabbatical Application process are as follows:
- a. The teacher must meet with the Principal to discuss his/her proposal by November 1<sup>st</sup>.
  - b. The teacher must submit all application materials to the Principal by November 15<sup>th</sup>.
  - c. The Sabbatical Committee members will be identified by the Principal and Association, as appropriate, by November 30<sup>th</sup>.
  - d. The Sabbatical Committee will make a recommendation to the Superintendent by January 3<sup>rd</sup>.
  - e. The Superintendent will make a recommendation to the Board by January 15<sup>th</sup>.
  - f. The Board will issue its decision in writing to the teacher by January 31<sup>st</sup>.
  - g. All deadlines can be extended by mutual agreement between the Administration and the Association.

- 12.4 The Sabbatical Review Committee and the Superintendent's recommendations to accept or to deny the application will be based on the following:
- a. The educational merits of the proposal,
  - b. The broad based benefits of the sabbatical to the school,
  - c. The determination that the sabbatical represents the best or most efficient way to provide these benefits, and
  - d. The acceptance of an adequately detailed plan of prior mutual expectations between the teacher and the principal regarding the implementation of sabbatical goals upon return to the school.
- 12.5 The Board's decision to grant or deny the application will be based upon the following:
- a. The educational merit of the sabbatical proposal,
  - b. The broad based benefits of the sabbatical to the school,
  - c. The Superintendent's determination that the sabbatical represents the best or most efficient way to provide these benefits,
  - d. The acceptance of an adequately detailed plan of prior mutual expectations between the teacher and principal regarding implementation of sabbatical goals upon return to the school,
  - e. The recommendations of the Sabbatical Review Committee and the Superintendent, and
  - f. Prevailing financial conditions.
- 12.6 A sabbatical leave may be granted for one-half (1/2) of a school year or a full school year. The teacher will receive for a sabbatical period an amount of funds equivalent to fifty (50) percent of the full school year salary for a half year sabbatical or equivalent to one hundred (100) percent of the full year salary for a full year sabbatical. The Board will fund benefits agreed to in this contract to the teacher while on sabbatical. The teacher may continue any payroll deductions that were in force and deducted from salary during the year preceding sabbatical. In the event that the Board would deny the request due to prevailing financial conditions, the Board may, at its sole discretion, offer to provide less than this level of benefits, such as health insurance only, if it so chooses. The teacher is not required to accept such an offer.

- 12.7 Upon return from a sabbatical leave a teacher will be considered as if he/she had been on active service during the period of the leave and will be placed on the salary schedule at the level he/she would have achieved if such leave had not been taken.
- 12.8 A teacher who fails to return to the school for two (2) years following a sabbatical leave or who deviates significantly from the program of activity shall be liable for refund to the district of monies (defined as all cash paid by the district for salary and fringe benefits) paid during the period of leave as follows: persons who leave the district before satisfactory completion of the first contract year shall be liable for refund to the district of one hundred (100) percent of all monies paid during the period of leave. Persons who leave the district before satisfactory completion of the second successive year shall be liable for refund to the district of fifty (50) percent of all monies paid during the period of leave. Repayment must be made within ninety (90) days of the teacher's termination of employment with the district.
- 12.9 Monies paid during a period of sabbatical leave shall be advanced under a loan agreement. A legal note, interest free, will serve as a loan agreement. This note will be discharged after two (2) years of satisfactory teaching upon the return from sabbatical leave. However, should a teacher not be able to return to the school for the stated period after a sabbatical leave because of illness, disability, death of said teacher, or if the teacher loses his or her position due to a reduction in staff and is not recalled, the teacher will be released from the obligation to refund monies paid during his/her sabbatical leave.
- 12.10 In all cases involving sabbatical leave applications, the decision of the Board shall be final and shall not be subject to grievance.
- 12.11 There shall be intervals of not less than seven (7) consecutive years of service from the date of return to the district between sabbatical leaves of a teacher unless special circumstances exist which in the opinion of the Superintendent warrant special consideration by the Sabbatical Review Committee and/or the Board.
- 12.12 Sabbatical leaves of absence may be combined with programs of study, research, writing, or travel which are financed by outside agencies, organizations, or institutions. Should the applicant for sabbatical leave also be the recipient of a grant, fellowship, assistantship or other stipend, the Board will pay a salary amount equal to the difference between the teacher's normal salary and the grant, fellowship, assistantship or stipend used by the teacher to pay expenses connected with the declared purpose of the sabbatical leave. Such expenses would include tuition, research, materials, and travel expenses not directly related to the teacher's normal living costs. However, the person may not secure full time employment.

- 12.13 A teacher who receives a sabbatical leave will, upon completion of the leave, present to the Superintendent a written report of activities during the leave. The report will include a statement of how the teacher personally benefited and how the school system will benefit from the activities.
- 12.14 A teacher on sabbatical is subject to RIF and non-renewal provisions of this agreement.
- 12.15 Sabbatical leaves taken during the first half of the year will commence with the beginning of school and will continue until the end of the first semester. Sabbatical leaves for the second half of the school year will commence with the first day of the second semester and will continue for the remainder of the school year. Adjustments to the specific dates may be reviewed by the Board.

### 13. PROFESSIONAL DEVELOPMENT FUNDS

- 13.1 The Board shall establish a pool of dollars for payment of professional development costs as provided by this Article to a maximum total expenditure of this pool amount per fiscal year. The pool amount will be calculated by multiplying the current fiscal year's total teacher FTE (established on September 1 annually) by fifty-five (55%) percent of the then current UVM in-state tuition rate. If there are any funds remaining in this pool at the end of the fiscal year, they shall be retained by the District.
- 13.2 Pool Allocation
- a. Each fiscal year (July 1 to June 30) a teacher shall be eligible to receive tuition reimbursement for college courses up to the amount of the UVM in-state rate for a three credit course, or up to 75% of the amount of the UVM in state tuition rate for a three credit course to be applied towards workshop(s) or conference(s) per fiscal year (July 1 - June 30). In order to be eligible, said course, workshop or conference must be (1) reasonably related to the teacher's area of assignment, (2) further the teacher's professional knowledge and (3) be reasonably related to either the Action Plan or teacher's local PDP. Reimbursement and/or prepayment will be provided on a first come, first served basis.
  - b. The Superintendent's Office will provide the remaining balance available to the Association and Building Principals by November 15. In the event that funds remain available as of January 1, teachers may request one additional course or additional conference and workshop funds as outlined above.
  - c. In the event funds remain available as of January 1, the Principal will prioritize second requests based on the following order of preference:
    1. Master's Degree program course work
    2. Relicensure credits
    3. Horizontal Movement Credits
- 13.3 Either prepayment or reimbursement shall be provided under the conditions set forth below:
- a. Courses, workshops and conferences must be approved in advance by the Superintendent or designee(s).
  - b. Course work must be successfully completed as demonstrated by a grade of "B-" or the equivalent where applicable.
  - c. Teachers must be under contract for the next school year in order to receive prepayment or reimbursement for summer courses.

- d. Reimbursement shall be limited to the actual course, conference or workshop cost not to exceed the amounts outlined above.
  - e. Courses will be credited against a teacher's entitlement for the fiscal year (July 1 to June 30) in which the course, workshop or conference is completed.
  - f. The District shall prepay tuition costs for approved courses. Costs related to workshops and conferences shall be reimbursed upon proof of completion and/or attendance as applicable. In cases of prepayment, teachers not successfully completing the course or workshop shall reimburse the district through payroll deduction.
- 13.4 Required Course Work - Any course which the administration or Board requires a teacher to take shall be paid for by the Board. Such Board payment shall not count as tuition reimbursement provided to each teacher under the terms of this article. In the event the Board requires a teacher to take a course or examination for the purpose of attaining HQT status the costs related thereto shall be paid by the Board and shall not reduce professional development monies provided under this Article.
- 13.5 In the event the District intends to implement a new board or administration initiative based on a recommended course of development or training, teachers shall be notified in advance.
- 13.6 Teachers who qualify for National Board Teacher Certification under Article 46 of this agreement, shall be able to apply professional development funds up to the cost of one UVM three (3) credit course at the instate rate as provided in 13.2(a) towards the cost of the National Board certification renewal fee.

## **14. LEAVE DEFINITIONS**

- 14.1 In accordance with the provisions of 15 VSA Chapter 23 and 18 VSA Chapter 106, a party to a civil union shall be included in any definition or use of the terms "spouse", "family", "dependent", "next of kin", and other terms that denote a spousal relationship as those terms are used in the leave provisions of this Agreement.



## 15. LEAVES OF ABSENCE

- 15.1 Leaves of absence of more than 15 school days without pay may be granted at the discretion of the Board. The Superintendent may grant unpaid leaves of absence of 15 or fewer school days.
- 15.2 A teacher shall submit a written application for a leave of absence not covered elsewhere in this contract for more than 15 school days to the Superintendent. Upon the recommendation of the Superintendent, the Board will consider the request. The Superintendent will recommend and the Board shall grant said request only after ascertaining the instructional program is not likely to suffer because of the teacher's absence.
- 15.3 Leaves of absence shall be without pay or benefits, unless required by statute.
- 15.4 A returning teacher will be placed on the same salary schedule step that he/she was on when leave commenced. A returning teacher shall have all insurance benefits and accumulated sick days as provided by the contract at the time of his or her return subject to insurance carrier regulations.
- 15.5 The teacher shall notify the Superintendent in writing by March 1st of the year of his/her leave, whether or not he/she wishes to return to the District. Failure to notify the Superintendent of said intent to return shall have the same effect as though the teacher had indicated he/she did not wish to return.
- 15.6 Leaves of absence shall normally be for one (1) year in length, commencing in August. Leave requests will be submitted in writing by March 1st for leaves commencing in August. Applications based on pressing personal reasons may be submitted at any time.
- 15.7 Group health insurance, life insurance, and sickness and accident income protection insurance and other benefits will not be provided during such leave. However, subject to the insurance carrier's regulations, a teacher may continue the group insurance coverage provided by the school district by paying his/her premiums while on leave.
- 15.8 Staff on a Leave of Absence are subject to the RIF and non-renewal provisions of this contract.

## 16. SICK LEAVE

- 16.1 All teachers shall be entitled to 150 hours paid sick leave per year, accumulating to a maximum of 600 hours. As a result of this provision, the maximum number of sick days a teacher would be entitled to during any contract year would be 750 hours (up 600 hours accrued plus up to 150 hours awarded annually).
- 16.2 Long Term Disability Insurance. Teachers shall be entitled to coverage under a long term insurance plan pursuant to the regulations, terms and conditions of the insurance carrier. Said plan shall provide an eligible teacher, on a monthly basis, sixty-six and seventh tenths percent (66.7%) of said teacher's salary. Said disability plan shall have a ninety (90) calendar day elimination period and will provide benefits to age 65.
- 16.3 The Board will pay 100% of the premium cost of this long term disability insurance plan. Premiums paid by the District and/or a teacher will be added to an employee's W-2 statement of total wages and shall be subject to federal and state income taxes.
- 16.4 In the event the teacher becomes permanently disabled, the teacher shall apply to the State Teachers' Retirement Program for benefits, including health insurance. If the teacher is determined eligible for health insurance coverage through the Teachers' Retirement Program, the Board will reimburse the teacher for his/her share of the premium costs for membership in the VEHI Dual Option plan or comparable plan offered by the Vermont State Teachers' Retirement for a period of six (6) consecutive months commencing with the notification date of eligibility for disability benefits or the end of the school year, whichever is greater. If the teacher elects coverage under a more expensive health insurance plan offered by the Vermont Teachers' Retirement System the teacher is responsible to pay the additional premium costs. However, if after application to State Teachers' Retirement the teacher is determined ineligible for insurance benefits through the Teachers' Retirement program, the Board shall continue to contribute premium costs of the medical, dental or applicable life insurance plans provided pursuant to this Agreement for a period of six (6) consecutive months commencing with the notification date of eligibility for disability benefits or the end of the school year, whichever is greater.
- 16.5 A teacher shall no longer be considered an employee of the District on the first June 30 twelve months following the date said teacher has begun receiving long term disability benefits pursuant to this Article, unless doing so is precluded by federal and/or state law.

- 16.6 Notice of disability shall be given by the teacher to the Superintendent as early as determinable. A teacher who is disabled shall be allowed to continue in the teacher's regular employment as long as the teacher is medically able to perform the teacher's full and regular teaching duties. It shall be the right of the Superintendent to require periodic medical certification in writing from the teacher's physician attesting to this fact. At such time as the teacher is certified by the teacher's physician as no longer able to continue working, the teacher shall be entitled to go on sick leave. A physician's certification may be required for any temporary or permanent medical disability. Teachers who are utilizing paid sick leave shall apply for long term disability insurance at the earliest appropriate date and shall convert from sick leave to insurance coverage upon the completion of the ninety (90) calendar day elimination period provided by the insurance policy. A teacher returning from leave will be restored to the teacher's former position, provided such position continues to exist. No salary increment shall be given for any school year in which the teacher has worked less than ninety (90) days.
- 16.7 Sick leave cannot be used for elective procedures or the recovery period related to said procedure. Elective procedures include but are not limited to any procedure that is not an immediate medical necessity or is not defined as a serious medical condition as defined by FMLA/VPFL or then current federal or state law. (See Appendix H for additional information regarding serious medical conditions.)
- 16.8 In the event a teacher experiences a disabling illness or injury, has exhausted all of his her personal paid leave, and has applied for coverage under the terms of the group Long Term Disability (LTD) Plan, members of the Association may donate personal leave to said teacher. The amount of donated personal leave provided to the teacher shall not exceed the amount of leave required to meet the elimination period for coverage under the LTD Plan. In the event the teacher is determined to be ineligible for coverage under the LTD plan the teacher's ability to utilize donated personal leave will cease.

## 17. PERSONAL LEAVE

### 17.1 Use of Leave

- a. The Board will grant paid personal leave to full time teachers, up to 22.5 hours in any one (1) year starting, such leave not to be cumulative from year to year. The number of hours of personal leave shall be pro-rated for teacher employed less than 1.0 FTE. Personal leave under this article is for the conducting of business or personal affairs, which cannot reasonably be accomplished at any time other than when the teacher is regularly scheduled to be on duty.
- b. Personal leave shall not normally be used to extend holidays, school breaks, or vacations. However, each teacher may submit a request to the Director of Human Resources to use personal leave on such days once during the lifetime of this agreement.
- c. In the event the teacher applies to use personal leave to extend under sub-section 17.1 b herein more than once during the lifetime of this agreement, the Director of Human Resources has discretion to authorize such leave so long as the teacher indicates in writing why personal leave is needed again and as long as such purpose is an appropriate use of personal leave as defined in 17.1a.
- d. In no case shall the use of personal leave to extend holidays, school breaks or vacation result in more than ten percent (10%) of the teaching staff being absent on the same day. Therefore such requests granted by the Director of Human Resources will be granted on a first come, first served basis.
- e. Whenever possible, leave under this Article shall be with at least forty-eight (48) hours advance notice to the Principal or his or her designee

17.2 The parties agree that teacher attendance on professional days is of great value to the school community, and therefore agree that teachers should make every effort to avoid scheduling personal leave on professional days

17.3 At the discretion of the Superintendent, additional personal days may be granted upon application.

17.4 Inappropriate use of personal leave may be grounds for disciplinary action.

## **18. BEREAVEMENT LEAVE**

- 18.1 Teachers will be provided with 37.5 hours pay annually for bereavement purposes.
- a. Up to 37.5 hours will be allowed for death in the teacher's immediate family or household. The immediate family shall include husband, wife, civil union partner, guardian, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, parent of civil union partner, or resident of the teacher's household.
  - b. Up to 7.5 hours will be allowed for death of a close relative (other than those listed above) or of a close friend.
  - c. Additional bereavement leave may be provided, either in hours or in definition of family, at the discretion of the Director of Human Resources. Subject to the terms of this article, leave can be used to attend memorial services.

## **19. FAMILY SICK DAYS**

- 19.1 Up to 75 hours of a teacher's accumulated sick leave may be used for illness or medical appointments in the teacher's immediate family.
- 19.2 For the purposes of this article, the immediate family shall include spouse or civil union partner, guardian, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, parent of a civil union partner, member of the immediate household or other close relative as approved by the Superintendent or his/her designee.

## **20. MILITARY LEAVE**

- 20.1 The District shall grant unpaid leave to a teacher who is a duly qualified member of the "reserve components of the armed forces" for the purposes of receiving military training. The teacher shall, except in cases of emergency, provide at least three weeks' notice of such leave. Benefits and seniority will be extended during periods of such leave up to one year or as required by federal and state law.
- 20.2 The District shall grant such unpaid leave and reemployment rights as required by state and federal law for any teacher who enters the Armed Forces of the United States whether by draft or voluntary enlistment.
- 20.3 In the event a teacher is called up for active duty, the Board will make up the difference between the teacher's military pay and the salary the teacher would have received if he or she had been teaching during the same period of time, if any. The Board will continue to pay its share of the premiums, as outlined in Article 30 "Insurance", related to any COBRA costs for the teacher to maintain health and dental insurance for him or herself and/or any dependents covered at the time the teacher is activated, as permissible by carrier regulations.

## **21. JURY DUTY**

- 21.1 Leave will be granted for jury duty. The school district will compensate the teacher on jury duty for that difference which exists between the jury person's fee received and the regular pay which the teacher would have received had he or she been at work.



## **22. STATUTORY LEAVE**

- 22.1 To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the Federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFL). Leave pursuant to each of these Acts shall be provided in according to the Board's policies and practices. Pursuant to these policies and practices, whenever an employee is entitled to and/or granted paid or unpaid (disability) leave or family leave pursuant to the terms of this Agreement and the employee is also entitled to leave pursuant to the FMLA and/or VPFL for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/VPFL will be provided concurrently.
- 22.2 FMLA/VPFL leave will be provided concurrent with Worker's Compensation benefits when concurrent entitlement exists. All other matters regarding the administration of leave provided pursuant to the FMLA and the VPFL shall be as provided by the District's policies and practices.

## **23. PROFESSIONAL LEAVE**

- 23.1 The principal may grant paid professional days to a teacher to attend programs, engage in school visitations, or participate in other activities of an educational nature.

## **24. RELIGIOUS OBSERVATIONS**

- 24.1 Up to 15 hours per year shall be granted by the Administration, without the loss of pay, for religious observances provided that attendance at school on such days would prevent the teacher from participating in a specific religious practice on that day. Should any question arise concerning the application of this contract provision, the teacher's clergy shall be considered the proper authority for resolution. In all instances of absence for religious observances, notice must be given to the Principal at least 48 hours prior to such absence. Principals may request teachers to provide a list of anticipated religious observance requests at the beginning of the school year. For any additional hours beyond the maximum provided by this Article, teachers may elect to use personal leave or request unpaid leave.

## **25. TOWN MEETING DAY LEAVE**

- 25.1 If school is in session on Town Meeting day, teachers who are elected public officials who have responsibilities in their elected capacity on Town Meeting Day, will be granted paid leave that day by the Board.
- 25.2 If school is in session on Town Meeting day, teachers who reside in towns where in order to exercise their voting rights they must be present at Town Meeting will be granted paid leave for that day by the Board.
- 25.3 Teachers must notify their principal by February 15<sup>th</sup> annually of their intent to use this leave and must state why they qualify for the leave.

## **26. MEDICAL EXAMINATION**

- 26.1 Any reasonable request by the Board that a teacher have a medical examination, immunization, x-ray, or other medical procedure shall be performed by a physician of the teacher's choice, with the cost of such medical services to be borne by the Board. A teacher's immediate supervisor may, with the consent of the Principal request that a teacher submit to a medical examination at any time the supervisor has reason to believe that the teacher's health is such as to create a condition of jeopardy to the school program or to the well-being of students and other school personnel.
- 26.2 Any time that the Board has reason to believe that a teacher's health is such that additional medical information is needed to determine that there is no jeopardy to the school program or to the well-being of the teacher, students or other school personnel, said teacher may be required to submit to a medical examination by a physician or other health care provider of the Board's choice and at the expense of the Board. Said teacher shall sign a medical authorization form for the release of the results of such examination to the Board as noted herein.
- 26.3 Copies of all such medical reports noted herein shall be sent by the physician or other health care provider to the teacher and the Superintendent. The Superintendent shall treat such information in strict confidence.

## **27. TEACHER LIABILITY**

- 27.1 The Board agrees to reimburse teachers for any loss, damage or destruction to clothing, vehicle or other personal property, which occurs as a result of any malicious acts against the teacher while he or she is on duty on the school premises, or involved in any authorized school functions away from the school premises. When absences arise from such assault or injury, the teacher shall not forfeit any sick leave or personal leave. The Board's liability for said damage to vehicles will be equal to the deductible costs for the teacher, with a maximum of \$1,000. There will be a \$500 per occurrence limit on all other personal claims, and a \$50 minimum.
- 27.2 The Board agrees to indemnify and hold teachers harmless from any financial loss or expense, including reasonable attorney fees and costs, arising out of any claim, demand, suit or judgment by reason of any act or failure to act by the teacher, within or without the school building, provided such teacher at the time of the act or omission complained of, was neither grossly negligent nor engaging in willful misconduct, and was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board. The obligations of this section shall be limited by and subject to the conditions set forth in the liability insurance coverage provided by the Board for this purpose pursuant to statute.

## **28. INDIVIDUAL EMPLOYMENT CONTRACT ISSUANCE**

- 28.1 The Board will offer a contract of employment to a teacher annually, no later than April 1, unless the individual contract is contingent upon receipt of grant award notification(s) in which case, an offer must be made by the later of fifteen calendar days after the school budget is passed or the grant award notification is received. Individual employment contracts will indicate if a position is funded with grant monies.
- 28.2 A teacher receiving a contract shall indicate acceptance of the offer by signing and returning the contract no later than April 15. Failure to do so by the teacher may, at the option of the Board, be accepted as conclusive evidence of non-acceptance of the offer. If the contract is not returned, the position shall be considered vacant unless written agreement for an extension has been made between the teacher and the Superintendent.
- 28.3 If negotiations have not been completed and a contract ratified by both the Board and the Association before issuance of a contract, each teacher who is to be offered a contract shall sign and return to the Superintendent a Letter of Intent as set forth in Appendix D, attached to and incorporated in this contract.
- 28.4 Teachers hired to replace other teachers on leave for less than a full school year will be offered long-term substitute contracts only. Teachers hired to replace other teachers on a full year leave of absence will be offered one-year non-renewable contracts only.
- 28.5 Teachers who are assigned to teacher leader positions (such as coordinators and coaches), will be considered to be on leave from a regular teaching assignment. A teacher serving in a teacher leader role may take leave as noted for up to two consecutive years. As such, a teacher hired to fill the temporary vacancy of a teacher serving in a teacher leader role will be placed on a one year contract. A teacher serving in a teacher leader role shall continue to accrue seniority during the time that they avail themselves of the leave described in this paragraph.

## 29. CONTRACT TERMINATION & NON-RENEWAL

29.1 Grounds constituting cause for non-renewal or termination of contract of a teacher who has successfully completed the initial two (2) year probationary period, must be specified in writing and may include but shall not be limited to any of the following:

- a. Incompetence
- b. Conduct, which impairs his or her ability or effectiveness as a teacher,
- c. Failure to attend to duties or failure to carry out lawful orders and directions of supervisory personnel,
- d. Physical or mental disability as indicated by competent medical evidence,
- e. Elimination of the position to which the teacher was appointed, subject to any rights the teacher may have to another bargaining unit position pursuant to the provisions of Article 30, Reductions in Force & Recall and Bumping Rights.
- f. Failure to have the required licensure and/or endorsements by the first student day of the contract year;
- g. Loss of license or endorsement required for the teacher's assignment

29.2 Notice of non-renewal shall be in writing, shall be delivered in person by an authorized representative of the administration not later than April 15, or by registered or certified mail postmarked not later than April 15, and shall include a statement of the reason(s) why the teacher's contract is being terminated or not renewed, unless the teacher is within his/her first two years of employment with the district in which case no reason need be stated. Absence of such written notification shall indicate that the teacher involved will be offered a contract, unless otherwise stated in this agreement.



## **30. REDUCTIONS IN FORCE & RECALL AND BUMPING RIGHTS**

### **30.1 Reductions in Force**

Should it become necessary in the judgment of the Board to reduce the teaching staff or eliminate teaching positions, teachers within the categories in 30.1c below will be laid off in reverse order of seniority provided remaining teachers in the categories in 30.1c below:

- a. Hold a valid teacher's license and endorsement issued by the state of Vermont in the endorsement area impacted by the reduction in force; and
- b. Have taught within the endorsement area impacted by the reduction in force within the last 10 years or have taught within the endorsement area impacted by the reduction in force while employed by the District.
- c. The categories shall be:
  1. Elementary: Pre-K – Grade 6
  2. Middle and High School: By endorsement, Grades 5-12
  3. Specialty Areas: By endorsement, Birth – 3 years, Pre-K – 12 e.g. Special Education, Physical Education, Art, Music, ELL, Guidance, Design & Technology Education and Nurses

30.2 Prior to executing reductions in force notifications, the Administration shall consult with the RIF/Seniority Committee of the Association regarding the impact of contemplated reductions and the potential impact of bumping rights.

30.3 In the event where bumping rights can be anticipated, the Administration may transfer a senior teacher subject to the reduction in force in one endorsement area to another endorsement area where there is a less senior teacher and reduce the less senior teacher in the other endorsement area so long as the criteria outlined in 30.5 are followed.

30.4 Notification of layoff(s) will occur no later than April 15. Written notice will be provided to the President of the Association, the local unit Vice President and the impacted teacher(s).

### 30.5 Bumping Rights:

If a teacher believes he or she has bumping rights not executed by the Administration as outlined in 30.3, he or she may exercise said rights as outlined below.

- a. A teacher who is notified he/she is to be laid off under this Article shall have the right to bump a less senior teacher in another academic area or department provided that the teacher scheduled to be laid off:
  - (1) Holds a valid teacher's license and endorsement issued by the state of Vermont in the endorsement area impacted by the reduction in force; and
  - (2) Has taught within the endorsement area impacted by the reduction in force within the last 10 years or has taught within the endorsement area impacted by the reduction in force while employed by the District.
  - (3) In the event a laid off teacher possess a valid teacher license and endorsement issued by the state of Vermont and has taught in the endorsement area required more than 10 years ago outside the District, the Administration shall consider permitting the bump as outlined in Article 11.
- b. The teacher who is displaced by the senior teacher shall have bumping rights as described herein, however, if a second bump is executed that second teacher shall not have the right to displace anyone else and shall be laid off.
- c. The senior teacher who chooses to exercise his or her bumping rights must do so by serving notice to the Superintendent in writing within seven (7) calendar days of his or her notice of lay off.
- d. Upon receiving such notice, the Superintendent shall notify the less senior teacher that he or she has been displaced and will be laid off, unless the Superintendent determines that the senior teacher does not meet the criteria outlined in 30.3.
- e. Such notice shall be given within seven (7) calendar days after the Superintendent receives notice from the senior teacher and such notice to the junior teacher shall constitute sufficient notice of layoff under this Article even if issued later than April 15.

### 30.6 Recall Rights:

If a teaching position becomes available, a laid off teacher will be able to exercise his/her recall rights as follows:

- a. Recall rights will start when an open teaching position exists in the District and after all transfers are complete. (See Article 11).
- b. A laid off teacher will have recall rights for the next two academic years following the teacher's employment as a teacher which ended as a result of the layoff.
- d. A laid off teacher will be notified in writing of the open position. Notification will be hand delivered or sent via electronic mail (e-mail) if still employed by the District or mailed to the teacher at the teacher's last known mailing address. It is the teacher's obligation to ensure that his/her correct mailing address is on file with Central Office.
- e. The laid off teacher shall have seven (7) days from the date of notification to exercise their recall rights provided:
  1. The laid off teacher possess a valid teaching license and endorsement issued by the state of Vermont as required for the open position, and
  2. The laid off teacher has taught in the endorsement area required within the last 10 years or has taught within the endorsement area required while employed by the District.
  3. In the event a laid off teacher possesses a valid teacher license and endorsement issued by the state of Vermont and has taught in the endorsement area required more than 10 years ago outside the District, the Administration shall consider the teacher for the open position as outlined in Article 11 "Vacancies".
- f. The laid off teacher shall be considered for any teaching opening within the District as outlined in Article 11 as long as they notify the hiring administrator of their interest as outlined in the job posting.

### 31. SENIORITY

- 31.1 Seniority will accrue during the teacher's most recent period of continuous employment as a teacher on a permanent teacher contract with CVSD.
- a. This provision does not apply to teachers employed on long term substitute agreements or on one-year non-renewable agreements.
- 31.2 Continuous employment or seniority is measured from the first work day of the first permanent contract during the most recent period of continuous employment. In the event of similar or identical first work days, the following dates shall be used in determining the seniority order:
- a. Date the teacher signed his/her first contract or letter of intent during the continuous employment period
  - b. Date when the Superintendent signed the teacher's first contract during the continuous employment period
  - c. Date when the Board Chair or Clerk signed the teacher's first contract during the continuous employment period.
  - d. This section does not apply to teachers employed on long term substitute agreements or non-renewable contracts except as stated below.
  - e. Teachers on a one year non-renewable agreement will earn seniority retroactive to the start of their continuous employment if offered a regular contract at the end of the one year contract period, or at the end of successive one year contract periods for the same position within the same school district.
- 31.3 Seniority will be counted at a rate equal to the teacher's FTE each academic year.
- 31.4 Leaves of Absences for Work Study or Sabbatical leave will count towards seniority at a rate equal to the paid FTE of the teacher for that academic year. Such leaves shall also not constitute a break in continuous employment.
- 31.5 Leaves of Absences for personal reasons shall not count towards seniority, except for leave provided under Article 22 "Statutory Leave" as required by law. However, such leaves shall not constitute a break in continuous employment.
- 31.6 The Superintendent's Office will issue a seniority list to the Association and Administrators no later than October 15 annually for their review and possible edits.
- 31.7 The Association and Administration will make the Seniority List available to teachers by November 1 annually.

- 31.8 Seniority on the Seniority List will be projected to the end of the current academic year and as such will be subject to revision based on actual time served by each teacher as impacted by changes in FTE or leaves of absences during the current academic year
- 31.9 Individual teachers may challenge placements on the Seniority list as follows:
- a. Challenges must be received in writing from individual teachers by November 15.
  - b. Challenges must outline the basis of the disagreement and any supporting information/documentation available.
  - c. The Human Resources Director or Superintendent will make a determination in writing regarding the challenge by December 15 as applicable.
  - d. If not satisfied with the determination of the challenge by the Human Resources Director or Superintendent, challenges may next be submitted to the Seniority List Challenge Committee. Such challenges must be filed by January 15.
  - e. The Seniority List Challenge Committee shall include an Association Representative, a School Board Representative and an Arbitrator, preferably from the state of Vermont. In the event the parties cannot agree on an arbitrator, one will be selected from the American Arbitration Association. The cost of the Arbitrator shall be shared equally by the Board and the Association.
  - f. The Seniority List Challenge Committee shall meet by February 15.
  - g. The teacher and the Human Resources Director or Superintendent will present the challenge to the Seniority List Challenge Committee. Said meeting shall last no longer than one day.
  - h. The Committee shall issue its written determination within five (5) business days of the meeting. Its determination shall be final and the matter not subject to the grievance provisions of this agreement.
  - i. The only determination to be made by the Committee is to rule on the challenge in favor of the challenger or to uphold the original determination. The Seniority List will be updated to reflect the decision of the Committee. No other award shall be available to either party.
  - j. If the teacher fails to meet the initial filing deadlines for challenges to the seniority list, the right to challenge will be considered to have been waived. However, this will not prevent a challenge being filed in a subsequent year.

- k. Challenges that have already been subject to the final determination by the Human Resources Director or Superintendent where the Human Resources Director or Superintendent's determination is not challenged to the Seniority List Challenge Committee cannot be made again in a subsequent year.
- l. The grievance process is available for the resolution of seniority list challenges only if the procedures outlined above are not followed by any party to the agreement.

31.10 If the dates outlined in this provision fall on days school is not in session, the due date will become the first school day following the above deadlines.

31.11 Transition Provision: Teachers who have taught continuously within the CVSD and have transferred among the school districts that merged to form CVSD prior to July 1, 2017, shall have the 2017-18 school year to review their seniority and correct any lost time caused by clause 31.1(d) of the prior contract(s). After reviewing their seniority they may follow the challenge procedure under 31.9 by filing either in November 2017 or November 2018. This clause 31.11 shall sunset on November 16, 2018.

## 32. TRANSFERS & REASSIGNMENTS

- 32.1 Reassignments within a teacher's current endorsement area, including class assignments are not considered transfers and are not subject to the grievance provisions of this agreement. The Administration has sole discretion in making teacher assignments on an annual basis.
- 32.2 Teachers may request a voluntary transfer to an open position as outlined in Article 11 "Vacancies".
- 32.3 Definition:
- a. A transfer will be voluntary if requested or agreed to by a teacher in writing. All other transfers shall be considered involuntary.
- 32.4 Although it is agreed that some transfer of teachers from one school to another is unavoidable, it is recognized that frequent transfer of teachers may be disruptive.
- a. The Board and/or Superintendent may make involuntary transfers at any time if there are no qualified volunteers for a position. A teacher filling a position at the beginning of the school year will be notified of an involuntary transfer no later than August 1 unless there are extenuating circumstances. A teacher will be informed as soon as possible when involuntary transfers take place during the school year. When involuntary transfers are necessary, a teacher's license/endorsements, HQT status, categories outlined in 30.1(c), input from administration, major and/or minor field of study, teaching performance and other relevant factors shall be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to comparable position when possible. Any involuntary transfer will be made only after proper notification. The final decision is within the sole discretion of the Board and/or Superintendent.
  - b. A teacher designated for an involuntary transfer may request, and upon request shall be granted a meeting with the Superintendent or designee to discuss the reasons for the involuntary transfer. The teacher may have an Association representative present at such meeting.
  - c. The parties stipulate that certain positions are inherently created in such a way that movement between buildings is expected. These positions include but are not limited to ELL, Birth – 3, OT, PT, Coaches/Teacher Leaders
- 32.5 No teacher will be transferred or reassigned arbitrarily or capriciously, nor will a teacher be transferred or reassigned solely to create a vacancy.

### 33. INSURANCE

- 33.1 The Board agrees to provide any insurance coverage provided in this agreement subject to the eligibility requirements of the individual insurance carrier unless such eligibility requirements are modified by the terms of this Agreement. The Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such a claim; further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, of any person furnishing professional services provided pursuant to the insurance coverage terms. Teacher contributions towards the premium cost of health insurance shall be paid via automatic payroll deduction.
- 33.2 The Board shall provide a medical insurance program as set forth in Appendix N.
- 33.3 A teacher may elect to forego the medical insurance coverage noted in Section 33.2 and receive payment in lieu of said coverage under the conditions set forth in Appendix N.
- 33.4 Dental Insurance. The Board shall provide and pay eighty five percent (85%) of the premium costs of the VEHI Delta Dental Plan for a single, two-person or family membership for each teacher and his/her dependents as requested by the teacher. Teacher contributions towards the premium cost of dental insurance shall be paid via automatic payroll deduction. Coverage of employee dependents will be provided up to age 26 or then current under and subject to the insurance carrier regulations starting January 1, 2015.
- 33.5 The Board provides a "Long Term Disability Insurance Plan." This benefit takes effect in the event a teacher is totally disabled for more than ninety (90) consecutive calendar days. See sick leave article for further information.
- 33.6 The Board agrees to establish and administer at its own expense a Section 125 Plan. This plan benefit may be utilized for cash-in-lieu of health insurance, insurance premium conversion, dependent care expenses, and medical reimbursement. The Board shall determine and identify the benefits and coverage amounts under said plan. The plan year shall be July 1 to June 30 of each school year. Teachers shall advise the Districts by June 1 of each year as to whether they will participate in the plan and identify which benefits they intend to elect. New employees hired after June 1 shall have 30 days from the date of employment in which to determine participation and election of benefits.
- a. The Dependent Care Spending Account cap will be the greater of \$5,000 annually or the then current limit set by current IRS guidelines.
  - b. The Medical Spending Account cap will be no less than \$2,500.00 annually, unless otherwise required by law.



- c. If a teacher's claims exceed the amount collected through his/her payroll deductions due to the teacher's departure from the District, including but not limited to termination and resignation, but not including death or reduction in force, the Association agrees to reimburse the District the difference between the two.

33.7 Life insurance. The Board will pay the premiums for a term life insurance policy in the amount of \$25,000 for each teacher, subject to carrier regulations.

### 34. SALARIES

- 34.1 The salaries of all persons covered by this contract are set forth in Appendix B which is attached and made a part hereof.
- a. Eligible teachers will advance one step each school year of this contract and the salary schedule shall be adjusted as provided in Schedule B-1.
  - b. Teachers who received a longevity step during the 2001-2004 collective bargaining agreement will be permitted to remain on the longevity step 16 (index value of 2.068) in the B60/M30 column . (See Appendix K for additional information regarding the ghost step.)
  - c. Changes in step placement resulting from a horizontal movement, i.e. changing from step 10 in the B15 column to step 11, 12 or 13 in the B30 column will be based on years of experience as identified on the salary schedule. In no case, will a teacher be placed on a lower step than he/she was on at that time of the horizontal movement.
  - d. Step placements made during the 2003-2004 school year and grievance of such placement continues to be governed by Appendix A of the 2004-2007 collective bargaining agreement.
- 34.2 Teachers will be paid by electronic deposit in twenty-six substantially equal installments starting no later than the last Friday in August.
- 34.3 Any installment(s) remaining due after the last day of classes shall be paid in a lump sum on or before June 30<sup>th</sup>.
- 34.4 Unless stated otherwise, teacher workdays beyond 189 days (192 for new teachers) or the teacher's contract will be compensated at a per diem rate.
- 34.5 Workdays involving student contact through teaching and instruction, i.e. teaching a specific curriculum, planning and preparation for that instruction and assessing student work for the awarding of credit; or in the case of teachers without classroom responsibilities, professional work that is substantially identical as work performed by the teacher during his/her regular professional responsibilities (e.g. librarian, guidance counselor, special educator) shall be compensated at the employee's regular per diem rate (total salary/189).

- 34.6 Work days involving professional duties not involving teaching and instruction with direct student contact (e.g. school or district committee work, action planning, curriculum work, etc.), shall be compensated at the base salary per diem (Bachelor's Column, Step 1/189 or 1/192 for first year teachers).
- 34.7 It is the express understanding of the parties that such work beyond the contracted 189 days (192 for first year teacher) will be the exception rather than the rule, and that reasonable attempts will be made to schedule such work during the normal school calendar year. However, there may be the need to request teams, departments, or other school groups to meet outside the normal school calendar year. The parties agree that administrators will be allowed to require such work subject to the following understanding:
- a. the workday(s) shall be scheduled as far in advance as possible;
  - b. the work shall be scheduled at such a time as to best accommodate the schedules of as many of the teachers as possible;
  - c. attendance by the teacher shall not have an adverse impact on prior plans made by the teacher, nor shall it result in any financial loss;
  - d. if a teacher is unable to attend, the teacher may provide input into a decision prior to the work and said teacher will be notified as soon as practicable of the group decision made; notwithstanding, said teacher will be bound by the decision of the group;
  - e. failure to attend additional professional days shall not be cited in any evaluation of the teacher.

### **35. PROBATION**

- 35.1 Notwithstanding any other provision in this Agreement to the contrary, during a teacher's first two (2) years of regular employment by the Board, the teacher shall work under probationary teaching contracts. Years of employment on a one year contract or long term substitute agreement shall not count towards the teacher's first two (2) years of regular employment.
- 35.2 During this period of probation, a Board decision to suspend, terminate, or non-renew a teacher's contract will not be subject to the grievance or arbitration provisions of this Agreement.
- 35.3 Two written evaluations of the teacher are required per year but such evaluations are not subject to the grievance or arbitration provisions of the Agreement. The term "written evaluations" as used herein shall include both written observation reports and written performance evaluations.
- 35.4 A teacher working under a probationary contract that the Board does not intend to renew will be so notified on or before April 15.

### **36. ENROLLMENT OF CHILDREN OF NON-RESIDENT TEACHERS**

- 36.1 Annually, the Board agrees to issue to the of the Association a total of fifteen (15) tuition vouchers, in amounts equivalent to the announced tuition rate for the respective school for that school year.
- 36.2 The Association may allocate and give said vouchers to teachers upon such criteria, terms and conditions as it may establish. (See Appendix G for additional information.)
- 36.3 Teachers exercising such vouchers and/or the teacher's home school district are responsible for any and all excess fees or costs in excess of the announced tuition rate.
- 36.4 Subject to the terms of the District's Non-Resident Student Policy (the Board waives the limitations in the policy regarding space available), the Board agrees to admit children of non-resident teachers exercising the Association's vouchers.
- 36.5 Such admitted students continued enrollment is conditioned upon the student's good standing in the District and the continued application of the Non-Resident Student Policy and the voucher program herein.
- 36.6 Vouchers are non-cumulative and are only valid for the school year in which said vouchers are issued.
- 36.7 The value of the tuition voucher provided to the Association and recipient teacher by the District will be added to the teacher's W-2 statement of total wages and shall be subject to federal and state income taxes.
- 36.8 The Association, for itself and on behalf of all members of the bargaining unit, agrees that if the voucher program, or any portion thereof, is challenged, (including but not limited to suits, complaints, grievances, etc.) modified or otherwise ruled invalid, this Article of the Agreement will be declared null and void.

### **37. RELEASED TIME**

- 37.1 Teachers shall be required to attend all released time teacher meetings authorized by the Board.

### **38. ASSOCIATION DAYS**

- 38.1 The CVEA will be granted a pool of 75 hours of Association leave for each unit to be used at the discretion of the CVEA Executive Committee for the purpose of allowing elected officials of the CVEA, Vermont/NEA or NEA to fulfill professional responsibilities. The Association will bear the cost of providing substitute teachers to replace teachers using the leave. Whenever possible, leave under this article shall be with at least forty-eight (48) hours advance notice to the Principal or his or her designee.

### **39. WORK STUDY LEAVE**

- 39.1 Upon recommendation by the Principal and the Superintendent, the Board may grant to a teacher work-study leave. Said leave would combine academic coursework for six (6) credits and employment in a job outside the district for nine (9) credits. All credits shall be earned under the aegis of an accredited institution of higher learning. Tuition for the six (6) academic credits shall be reimbursed by the Board in an amount not to exceed the current University of Vermont resident tuition charge. All fifteen (15) credits shall be considered for salary advancement.
- 39.2 Teachers, who have been under full contract for at least seven (7) years, by the same district, shall be eligible to apply for work-study leave. Application for such leave must include detailed plans and an agreement to return to the district for a minimum of one (1) year following the leave. Applications shall be provided by the school district and be made available to each teacher upon request.
- 39.3 Applications for work-study leave must be received by the Superintendent no later than January 3rd of the school year preceding the work-study leave period requested. The screening and the recommendation to the Board of applicants will be done by the joint committee, which screens sabbatical leave candidates (see Article 12). Review and recommendation shall be completed no later than January 22nd, and the Board shall make a decision within thirty (30) days of the screening committee's recommendation. Provided there are sufficient qualified applicants, the Board may grant no more than five (5) work-study leaves each year. The Board shall notify applicants on or before April 15th of its decision.
- 39.4 A teacher on work-study leave shall receive seniority. He or she shall receive full benefits unless benefits equal those provided by the school district are provided by the work-study employer.
- 39.5 Upon return from a work study leave, a teacher shall be placed on the step of the salary schedule he or she would have achieved if such leave had not been taken.



#### **40. EARLY RETIREMENT (Charlotte Only)**

- 40.1 Teachers who have taught in the Charlotte Central School for twenty full years or more as of June 30, 2011 are eligible for the early retirement option set forth in this Article. However, a Charlotte teacher who is eligible for benefits under this Article may elect instead to take the severance benefit set forth in Article 41, in which case they shall have no rights under this Article.
- 40.2 A teacher who meets the eligibility criteria set forth herein as of June 30, 2011 shall, upon retirement from the Charlotte Central School, receive \$5,000 per year until the teacher attains his/her normal retirement date under the Vermont State Teachers' Retirement System, but not to exceed three years. A teacher will be eligible for this benefit only once.
- 40.3 All other teachers employed by the Charlotte Central School shall be governed under the provisions of Article 41, Severance Pay, and such teachers are not eligible to receive benefits under this Article 40.

## **41. EARLY NOTIFICATION OF RETIREMENT INCENTIVE PAYMENT**

- 41.1 Teachers having taught within the Champlain Valley School District for a minimum of ten (10) consecutive years and who are at the 14th step of the salary schedule shall be eligible for severance pay, provided that the teacher gives notice by November 1, that he or she will not be accepting a contract for the subsequent school year. Eligible full time teachers shall be reimbursed with a payment of \$2,500 by the following July 15 and an additional payment of \$2,500 by the subsequent July 15. Reimbursement for a part time teacher will be on a prorated basis.

## **42. NEW HIRES**

- 42.1 Any teacher hired after August 1 annually may be placed on a non-renewable one-year teaching contract. Said teacher will have no rights to the same position the following year but will be considered (as provided in Article 11.2) if the position is vacant for the following school year.
- 42.2 New hires will be placed on the salary schedule as outlined in Appendix B.

### **43. PART TIME TEACHERS**

- 43.1 Part time teachers shall be assigned by the administration to consecutively scheduled classes whenever possible.
- 43.2 A part time teacher for the purposes of this contract is one on a renewable contract, who teaches full time for a portion of the school year, or who teaches less than full time during the entire school year.
- 43.3 All benefits, including paid leave, will be provided on a pro rata basis, unless otherwise restricted by insurance carrier eligibility requirements.
- 43.4 Salary and seniority will be provided on a pro-rated basis.
- 43.5 Proration will be based on the teacher's full time equivalent (FTE).
- 43.6 Except as altered by this article, a part time teacher shall have the same rights as full time teachers as established by this agreement.
- 43.7 All professional expectations and working conditions contained in Article 6.1 will be pro-rated based on the teacher's FTE.
- 43.8 The Administration reserves the right to require part-time teachers to exceed those professional expectations contained in Article 6.1 as long as the teacher is compensated at his or her per diem rate for the extra time required by the Administration. Nothing contained herein will prevent the administration from offsetting excess time by releasing the teacher from other professional expectations during the same contract year at the Administration's sole discretion. The Administration and the teacher will meet at the beginning of the year to determine how pro-rated expectations will be scheduled and when the teacher will be required to work in excess of the pro-rated amounts.

#### **44. ADMINISTRATIVE DESIGNEES**

- 44.1 Unless otherwise specifically noted or provided by law, wherever principal or superintendent appear within this agreement, they shall be interpreted as “Principal or designee” and “Superintendent or designee” to include the Principal and/or Superintendent’s designated administrator. References to Administrator shall include Principal, Assistant Principal, Director, Coordinator and other such positions, not employed under this master agreement but on individual administrator contracts, by the CVSD Board.

#### **45. MENTOR TEACHER COMPENSATION**

- 45.1 Mentor teachers will be compensated at a rate of 0.048 of the base salary of the CVSD Salary Schedule.
- 45.2 Mentors working less than full time will be compensated on a pro-rated basis unless the responsibilities require the same efforts as mentor otherwise employed in full time teaching positions. This determination will be made in conjunction with the CVEA building representative.
- 45.3 Mentors will be notified of compensation with choice of bi-weekly payroll or end of year lump sum payment.
- 45.4 Teachers who have been out of a classroom position for more than five (5) years will be assigned a mentor.

## **46. NATIONAL BOARD CERTIFICATION**

- 46.1 National Board Certification (NBC) is an advanced teaching credential that goes beyond state licensure requirements and is a challenging professional development experience offered by the National Board for Professional Teaching Standards (NBPTS). NBC is a voluntary certification system based on high and rigorous standards for what accomplished teachers should know and be able to do and consists of a two-part assessment process which spans several months: a portfolio of materials to demonstrate how candidates' teaching meets National Board standards and an Assessment Center experience where candidates respond to computer prompts about subject matter and classroom situations, based on the standards developed for their field.
- 46.2 The Board will reimburse up to \$1,000 of an individual teacher's out of pocket course and application related expenses pursuant to obtaining National Board Certification that are not eligible for payment or reimbursement from other sources, including federal and state grant programs.
- 46.3 Teachers who achieve and maintain National Board Certification will receive an additional \$1,500 to their annual salary, starting with the contract year in which National Board Certification is received.
- 46.4 It is the teacher's obligation to notify the Superintendent that he/she is eligible for either of these benefits and must provide proof as required by the Superintendent that he/she possesses such certification.
- 46.5. Teachers must agree to remain employed by the district for a period of two full school years to be eligible for reimbursement by the district for the costs outlined in the paragraph above. If a teacher leaves prior to the completion of this two year agreement, the teacher must repay the district the full amount of the reimbursement provided under the terms of this agreement.
- 46.6 Requests for funding under the terms of this agreement must be received by the Principal by December 1<sup>st</sup> annually for the following school year.

## 47. CO-CURRICULAR ACTIVITIES

- 47.1 Compensation for co-curricular activities will be provided as outlined in the grids in Appendix D and in the remaining provisions of this article.
- 47.2 Co-Curricular Activities are placed into activity categories as outlined in Appendix E & Appendix F.
- (a) Changes to current activities or placement of new activities will be based on the joint recommendation of the Superintendent or designee and the Association to the Board.
- (b) Changes will be discussed at a meeting held no less than once per year between the Superintendent or designee and the Association. The meeting shall be held at a mutually agreeable time and place. The parties may also agree that a meeting is not necessary.
- 47.3 Experience will be determined as follows:
- (a) Licensed Administrators and/or Teachers
1. Initial placement on the compensation grid for each activity is based on the employee's average years of experience. For example: A teacher with eight (8) years of licensed teaching experience and two (2) years of coaching or advising experience for the same activity would have an average of five (5) years of experience. Coaching or advising experience shall be based on experience with the same activity. Calculations will be rounded off to the nearest full year, for example, 4.25 average years would be rounded to 4.0 and 3.5 average years would be rounded to 4.0.
  2. Experience coaching or advising different activities other than the one being hired for will be considered at the discretion of the Administration and Athletic Director based on the relevance of the activity.
  3. In the event an employee would receive a higher stipend under the provisions outlined in (b) below, the employee will receive the higher stipend amount.
- (b) All others

Initial placement on the compensation grid for each activity based on his or her actual coaching or advising experience as follows:

1. Experience coaching or advising the same activity will be counted on a one for one basis, i.e. two years coaching baseball will be counted as two years' experience in that activity.



2. Experience coaching or advising different activities other than the one being hired for will be at the discretion of the Administration and Athletic Director based on the relevance of the activity.
- 47.4 If it is determined by the Administration that a position will be shared by two people with equal responsibility, the stipend amount for each employee shall be seventy-five percent (75%) of the amount the employee would have been paid if not sharing the position. If two employees chose to share an activity, based on their own determination, the stipend amount for each employee shall be fifty percent (50%) of the amount the employee would have been paid if not sharing the position.
  - 47.5 Stipend agreements will be issued for each activity. All employed under the terms of this article are considered employees-at-will for stipend activities. As such, all stipend agreements are issued for one year. However, this provision does not prevent the Administration from rehiring the employee on an annual basis and does not require the Administration to post the opening prior to rehiring the employee for the same activity.
  - 47.6 Either party may terminate a stipend agreement at any time by giving five (5) days written notice. The school district shall be obligated to pay only for such services as have been provided up to the date of termination. Just cause is not required to terminate a stipend agreement unless the employee is a teacher employed within CVSD. In such case, termination of a teacher's current stipend agreement while the activity is ongoing shall only occur if the teacher engages in conduct unbecoming, violates VPA rules and guidelines or board policy or other such behavior that violates the provisions of, or subjects the teacher to discipline under the terms of the collective bargaining agreement.
  - 47.7 Compensation for co-curricular activities shall be paid in either a lump sum at the end of the activity, or bi-weekly at each pay period during the activity, at the option of the employee. A decision regarding mode of payment shall be made by the employee at the time of signing the stipend agreement.
  - 47.8 Activities other than those listed in the grid for each school may be performed on a voluntary basis.
  - 47.9 The Administration and the Board reserves the right not to fill a position listed on the activity grid.
  - 47.10 No teacher shall be required to accept or perform the duties of a co-curricular position.

## 48. GENERAL

- 48.1 This contract is a complete agreement between the parties, covering all mandatory subjects of negotiation. The parties contracting agree that relations between them shall be governed by the terms of this contract only. No prior agreement or understandings, oral or written, shall be controlling or in any way affect the relations between the parties except where such agreements have been reduced to writing by the mutual consent of both parties.
- 48.2 No teacher will fail to have his/her contract renewed or be disciplined, suspended, dismissed or deprived of a salary increment without just and sufficient cause. Any suspension of a teacher, pending Board action, will be with pay. A teacher who is suspended may appeal that suspension by filing a grievance within seven (7) days of the effective date of the suspension at Step 3, or by filing an appeal pursuant to Title 16 sec. 1752 of the Vermont Statutes Annotated. The election of one method of appeal shall preclude the other. In any event, the teacher will be paid until the Board renders its decision.
- 48.3 Publication and Distribution of Collective Bargaining Agreement
- a. Copies of this agreement shall be available to returning teachers in pdf or other appropriate electronic format on the CVSD website as soon as is practicable after the agreement is signed by the Negotiator for the Board and the Negotiator for the Association.
  - d. One (1) original and fully executed copy shall be provided to the Association for its records.
  - e. The Board shall provide fifteen (15) printed copies to the CVEA.
  - f. New Hires will receive a printed copy at the time of their employment.
- 48.4 If any section, subsection, clause or portion of this contract shall for any reason become invalid or be deemed so by a court of competent jurisdiction, such section, subsection, provision, clause or portion of the contract shall be deemed a separate, distinct and independent provision and such invalidity shall not affect the validity of the remaining portions thereof.
- 48.5 The Board will not discriminate against any teacher employed by the Board based on race, creed, color, religion, gender, gender identity, sexual orientation, disability or veteran status. However, any teacher who files a charge of discrimination with any state or federal agency shall be precluded from pursuing the same claim through the grievance and arbitration procedures of this contract.
- 48.6 The Board will amend its written policies and take such other actions as may be necessary in order to give full force and effect to this contract.

- 48.7 During any school year covered by this Agreement the Board of any school district shall have the discretion to offer an early retirement incentive to its teachers for that school year only. The terms of any early retirement incentive program offered by any school board shall be negotiated with the Association. Nothing herein shall obligate any school board to offer an early retirement incentive program in any school year or to enter into negotiations with the Association on this issue.
- 48.8 Unless otherwise agreed in writing, neither party shall be permitted or required to re-open any terms of this agreement, with the following exceptions or as outlined in the Article above:
- a. Either party can re-open the agreement for successor contract negotiations pursuant to Article 50.
  - b. Either party can re-open the agreement if any of the group health plans currently offered by the Board becomes unavailable due to mandates from state or federal law.
  - c. Either party can re-open the agreement if either the State of Vermont or the federal government mandates a public funding mechanism for health insurance that mandates participation by the Board or its employees, including but not limited to a payroll tax on employers or employees.
  - d. If either party exercises the option to re-open the agreement pursuant to subsections (b) or (c) above, the scope of the negotiation shall be limited to health insurance benefits, including alternative health insurance coverage, the cost of alternative coverage for the Board and the employees, and the impact of any change in coverage on the Board's budget and employee wages.

## **49. HEALTH AND SAFETY**

- 49.1 Teachers shall not be requested or required to work under conditions that constitute a threat to their health or safety. Matters involving health and safety may be grieved through to the Board level.
- 49.2 Employees required to lift children and/or to provide toileting assistance to children shall be so advised prior to assignment. The administration is responsible for developing and providing safety protocols for lifting children to help ensure the safety of the employee. This protocol must be provided to all employees prior to the employee's first day of work with the child in need of this type of assistance.
- 49.3 The administration is responsible for developing and providing safety protocols, consistent with board policy, for a student threatening the life and/or safety of an employee. A copy of this protocol is included in Appendix M, however, it may be amended at any time by the administration so long as the revision is distributed to staff.

## **50. DURATION**

- 50.1** The provisions of this contract will be effective July 1, 2020 and will continue and remain in full force and effect until June 30, 2021. The Board agrees to maintain benefits for a year, and for each year thereafter should the contract be automatically renewed. Said contract will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than October 15 prior to the expiration date or any anniversary thereof, of its desire to reopen this contract and to renegotiate the terms of a successor contract.

IN WITNESS WHEREOF, the parties hereunto set their hand:

**BOARD OF SCHOOL DIRECTORS**

**CHAMPLAIN VALLEY EDUCATION  
ASSOCIATION**

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Lynne Jaunich, Chair  
Champlain Valley School District  
Board of School Directors

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Lisa Bisbee  
CVEA, Chief Negotiator

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**ALL SIGNATURES ARE ON FILE  
WITH THE CENTRAL OFFICE AND  
THE ASSOCIATION**

## A. SALARY PLACEMENT FOR NEW HIRES

1. New teachers will be placed on the teacher schedule as follows:
  - a. The Superintendent will determine the number of credits earned towards column placement based on transcripts provided at the time the teacher is hired.
  - b. The Superintendent will determine the years of experience the teacher has based on information provided at the time the teacher is hired and based on the following criteria:
    - i. Institutions

Experience is granted for years of experience teaching at an accredited public or private educational institution. Experience is credited for pre-school, elementary, secondary and post-secondary work experience. Experience is only granted for actual time when the individual was employed under a contract as a teacher or educator. Comparable administrative experience at an accredited public or private educational institution shall be credited. Experience as a paraprofessional, tutor, teaching assistant, etc., is not credited. Additionally, student teaching, internships, and similar experiences are not credited.
    - ii. Calculation of Time

In order to be credited, work experience must be at least 0.50 FTE (full time equivalent) and be a minimum of a semester or one half year. Additionally, the teacher must be under contract or a long term sub agreement for a minimum term as specified above. Experience which does not meet both criteria is not counted. Specifically, regular substitute teaching is not calculated regardless of the number of days which are worked by an individual during the year. An individual who is under contract in two school districts may combine this time for a cumulative FTE total. For example a 0.45 FTE and 0.30 FTE equate to a 0.75 FTE. Experience at less than 0.25 FTE is not counted. Summer or evening employment is not credited. Each 1.0 FTE year of experience meeting the above criteria is counted for one year towards placement on the salary schedule. Partial FTE's are counted as partial years of experience and partial FTE's and partial years are multiplied to determine an effective full year equivalent. For example, a 0.75 FTE for 0.75 of the school year equates to a 0.56 FTE. A year which results in a FTE of less than 0.50 is not counted when calculating total years of experience. Total FTE years of experience are combined to determine total years of experience. The final total is then rounded

to the nearest whole number and then used for vertical placement on the salary schedule.

iii. Licensure

Experience is only granted for years of experience during which time the teacher was a fully licensed educator under the regulations and standards of the appropriate state educational agency.

Exceptions to this standard are:

- (a) The individual is employed in a teaching position outside of the K-12 educational environment and licensure is not required; e.g. teaching at the post-secondary level in higher education at an accredited school/college/university.
  - (b) If an individual is granted experience under the above exception and at the time of hiring has obtained licensure through peer review or a similar process, one year of experience shall be deducted from their creditable teaching experience.
- c. Based on the number of years of experience calculated by the Superintendent, the teacher will be placed on the step that equates to his/her years of experience. (See Years of Experience (YOE) Column on Salary Schedules in Appendix B.)
  - d. The procedures outlined herein may result in different step placement for teachers with the same years of experience across the Supervisory Union. The parties acknowledge that this circumstance, should it happen, is the result of schedule modification to the salary schedule and specifically agree that the benefits of schedule modification outweigh any disparate impact regarding salary placement for new and returning teachers. In recognition of these benefits, the Association agrees, for itself and members of the bargaining unit, not to file any grievance, claim, or challenge regarding the placement of a teacher at a step in excess of another teacher with the same years of experience attributable to or a product of the terms of this provision. Any such grievance, claim, or challenge shall not be subject to the grievance/arbitration provisions of this agreement.
  - e. No newly hired teacher will be placed at a higher step than a teacher currently employed within CVSD with comparable years of experience and education.



## B. SALARY SCHEDULE

CVSD 2020-2021 Salary Schedule										
Step	YOE at Hire	B	B15	M B30	M15 B45	M30 B60				
<b>1</b>	0-5	44,751	47,436	50,121	52,806	55,491				
<b>2</b>	6	46,989	49,674	52,359	55,044	57,729				
<b>3</b>	7	49,226	51,911	54,596	57,281	59,966				
<b>4</b>	8	51,464	54,149	56,834	59,519	62,204				
<b>5</b>	9	53,701	56,386	59,071	61,756	64,441				
<b>6</b>	10	55,939	58,624	61,309	63,994	66,679				
<b>7</b>	11	58,176	60,861	63,546	66,231	68,917				
<b>8</b>	12	60,414	63,099	65,784	68,469	71,154				
<b>9</b>	13	62,651	65,336	68,022	70,707	73,392				
<b>10</b>	14	65,247	67,932	70,707	73,392	76,077				
<b>11</b>	15			73,392	76,077	78,762				
<b>12</b>	16			76,077	78,762	81,447				
<b>13</b>	17			79,120	81,447	84,132				
<b>14</b>	18				84,490	86,817				
<b>15</b>	19					89,860				
<b>16 (Ghost)</b>	N/A					92,545				
<b>CVSD 2020-2021 Salaries for teachers who were "frozen" on step during 2019-2020</b>										
	<b>B Step 10</b>	<b>B15 Step 10</b>	<b>M B30 Step 13</b>	<b>M15 B45 Step 14</b>	<b>M30 B60 Step 15</b>	<b>Step 16 (Ghost)</b>				
	66,997	69,682	80,870	86,240	91,610	94,295				

### C. LETTER OF INTENT

The Board of School Directors of the Champlain Valley School District and the Champlain Valley Education Association have agreed that, if a negotiated contract has not been completed and ratified by both parties prior to the dates and conditions outlined in Article 28 "Individual Employment Contract Issuance" the following will occur:

Each member of the faculty who is to be offered a contract for the following contractual year will execute and return the following letter of intent, stating his or her intention to return or not return. The letter of intent will be issued by the same dates referenced in Article 28 "Individual Employment Contract Issuance".

All letters of intent must be received by the Superintendent's Office no later than 15 calendar days after letter of intent offer, same as outlined in Article 28 "Individual Employment Contract Issuance" regarding contracts.

\_\_\_\_\_ At this time I intend to teach at \_\_\_\_\_ and accept the position of \_\_\_\_\_ during the 20\_-20\_ school year. I understand that, after receiving my teaching contract, I will have fifteen (15) calendar days in which to sign or not sign the contract before it must be returned to the Superintendent's Office.

\_\_\_\_\_ I do NOT intend to return to \_\_\_\_\_ and therefore relinquish my claim to the position of \_\_\_\_\_ .

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_

\_\_\_\_\_  
Date

## D. CO-CURRICULAR ACTIVITIES COMPENSATION GRIDS

### K-8 CO-CURRICULAR ACTIVITIES COMPENSATION GRID

Years of Experience	K-8 Schools Category A	K-8 Schools Category B	K-8 Schools Category C	K-8 Schools Category D
0	0.068	0.056	0.046	0.0175
1	0.074	0.061	0.050	0.021
2	0.080	0.066	0.054	0.024
3	0.086	0.071	0.058	0.027
4	0.092	0.076	0.062	0.030
5	0.098	0.081	0.066	0.033
6	0.104	0.086	0.070	0.036
7	0.110	0.091	0.074	0.039
8	0.116	0.096	0.078	0.042
9	0.122	0.101	0.082	0.045
10+	0.128	0.106	0.086	0.048

K-8 School Athletic Directors shall be paid according to the following:  
 The Athletic Director base amount shall be .15 of the teacher’s salary base amount (“AD Base”).  
 The stipends for the Athletic Directors of the various schools shall be:  
 CCS - AD Base  
 HCS - AD Base plus \$750  
 SCS - AD Base plus \$1500  
 Williston Schools - AD Base plus \$2000

Amounts in schedule represent a percentage of the teacher salary schedule’s base amount.

Once placed on the grid, under the terms outlined in Article 47, for each activity, the employee will advance one step each year within the column unless there is no step to advance

## HIGH SCHOOL CO-CURRICULAR ACTIVITIES COMPENSATION GRID

Years of Experience	High School Category I Activities	High School Category II Activities	High School Category III Activities	High School Category IV Activities
0	0.080	0.068	0.056	0.046
1	0.087	0.074	0.061	0.05
2	0.094	0.080	0.066	0.054
3	0.101	0.086	0.071	0.058
4	0.108	0.092	0.076	0.062
5	0.115	0.098	0.081	0.066
6	0.122	0.104	0.086	0.070
7	0.129	0.110	0.091	0.074
8	0.136	0.116	0.096	0.078
9	0.143	0.122	0.101	0.082
10+	0.150	0.128	0.106	0.086

Amounts in schedule represent a percentage of the teacher salary schedule's base amount.

Once placed on the grid, under the terms outlined in Article 47, for each activity, the employee will advance one step each year within the column unless there is no step to advance to.

## E. HIGH SCHOOL ACTIVITY CATEGORY LISTS

Category I	Category II	Category III	Category IV
Head/Varsity Coach	Head/Varsity Coach	Head/Varsity Coach	JV (B) Coach
Alpine Skiing	Baseball	Golf	Bass Fishing
Basketball	Cross Country	Tennis	Field Hockey - JVB
Football	Field Hockey	Cheer	Lacrosse - JVB
Ice Hockey	Gymnastics	<b>Assistant (JV) Coach</b>	Soccer - JVB
Nordic Skiing	Lacrosse	Baseball - JV	Baseball - JVB
Wrestling	Soccer	Basketball - JV	Volleyball - JVB
<b>Yearlong Activities</b>	Track (2)	Cross Country (3)	<b>Advisor</b>
Instrumental	Ultimate	Field Hockey - JV	Amnesty International
Voice	Volleyball	Football - JV	Art Club
Yearbook	<b>Assistant (JV) Coach</b>	Football-Asst (1)	Captain's Training
	Alpine Skiing (2)	Lacrosse - JV	Debate
	Basketball - JV	Soccer - JV	EnAct
	Ice Hockey (1)	Softball - JV	Frosh Class
	Nordic Skiing (2)	Track(3)	Key Club
	Wrestling (1)	Ultimate - JV	LINK Crew
	<b>Drama/Musical</b>	Volleyball - JV	Math League
	Fall Director	<b>Advisor</b>	Rowing Club - Asst
	Spring Director	Academic Leadership	Snowboarding
		Council (AcLC)	Sophomore Class
		Athletic Leadership	<b>Drama/Musical</b>
		Council (ALC)	Choreographer (Drama)
		FBLA	Technical (Fall)
		Junior Class	Technical (Spring)
		Mountain Bike Club	<b>Coordinator</b>
		Rowing Club - Head	Spring Fitness Center
		Scholars Bowl	Fall Fitness Center
		Student Council	
		<b>Musical</b>	
		Pit Orchestra	
		Vocal	
		<b>Coordinator</b>	
		Winter Fitness Center	

## F. K-8 SCHOOL ACTIVITY CATEGORY LISTS

Category A	Category B	Category C	Category D
<b>Head Coach:</b>	<b>Head Coach</b>	<b>Assistant Coach</b>	
Basketball	Baseball	Assistant to Category B	
	Cross Country	Fall & Spring "B" Programs	
	Dance Team		
	Field Hockey	<b>Head Coach</b>	
	Volleyball (shall be .5 of a Cat. B)	Fall & Spring "B" Programs	
	Soccer		
	Softball		
	Track		
	<b>Assistant Coach</b>	<b>Advisor:</b>	<b>Advisor:</b>
	Assistant to Category A	Geo Bee (State Program)	Concert Choir
	<b>Head Coach</b>	Math Counts	Geo Bee (National Program)
	Winter "B" Programs	SKAT	Jazz Band
			Spelling Bee
	<b>Advisor:</b>		Stage Band
	Student Council		Talent Show
	Yearbook		Varietones
<b>Drama/Musical</b>	<b>Drama/Musical</b>	<b>Drama/Musical</b>	<b>Drama/Musical</b>
Director	Music Director	Music Assistant	Assistant to Director
	Producer		Manager
	<b>Coordinator:</b>		<b>Coordinator:</b>
	Activities Director		Enrichment Activity
	Art Studio		

\*Not all positions will be stipend positions in all K-8 schools; Stipends will be provided when leading one of the above activities would cause additional work beyond the expected teacher workday or when such work displaces the teacher's expected workday activities to non-traditional work time.

## **G. ENROLLMENT OF CHILDREN OF NON-RESIDENT TEACHERS**

### **BENEFIT & PROCESS DESCRIPTION FOR INFORMATIONAL PURPOSES ONLY**

To: All Champlain Valley Education Association Teachers

From: Champlain Valley Education Association Negotiations Team

Re: Enrollment of Children of Non-Resident Teachers – Description of Benefit & Process

The School Board will provide the CVEA tuition vouchers in the amount of the announced tuition rate to fund the enrollment of 15 children of non-resident teachers. The vouchers shall be apportioned between the schools with a maximum of 6 to be used at CVU. It should be clear that enrollment is limited to the school at which the parent teaches (except Allen Brook/WCS). The teacher-parent or the home/sending school district is responsible for any necessary fees and costs in excess of the tuition vouchers.

#### **Guidelines/Requirements For Accessing the Benefit**

1. Any child applying for enrollment must be of school age in August of the year that s/he seeks to enroll.
2. A child – once enrolled – will be allowed to attend through Grade 8 or Grade 12, provided the child remains in good standing, depending on the teacher's school of employment. No re-enrollment is needed once matriculation has begun. (This takes precedence over #4).
3. However, any teacher/parent who plans to withdraw an enrolled child shall inform the CVEA Chief Negotiator as soon as possible.
4. If the number of children seeking enrollment exceeds the number of available places, preference will be determined according to the employment seniority of the teacher/parent.
5. A teacher/parent shall inform the Chief Negotiator by February 15 of the intent to enroll a child for the first time for the following school year. The information shall be in writing and shall include the grade in which the child seeks to enroll and the teacher/parent's date of hire.
6. The teacher/parent will be notified by March 15 of the child's enrollment status. It will be assumed the child will attend the teacher/parent's school in the fall of the next school year.

Any questions should be directed to your Unit Negotiator or to the Chief Negotiator.

## H. SERIOUS MEDICAL CONDITIONS

A “serious medical condition” means an illness, injury, impairment, or physical or mental condition that:

1. Poses imminent danger of death; or
2. Requires inpatient care in a hospital, hospice, or residential-medical care facility; or
3. Requires continuing in-home care under the direction of a physician; or
4. Requires continuing treatment by or under the supervision of a health care provider in one of the following five circumstances (a. – e.):
  - a. For a period of incapacity of more than three (3) consecutive calendar days that also involves:
    - (1) Treatment two (2) or more times by or under the supervision of a health care provider; or
    - (2) Treatment by a health care provider on at least one (1) occasion resulting in a regimen of continuing treatment under the supervision of the health care provider.
  - b. Any period of incapacity due to pregnancy or for prenatal care;
  - c. Any period of incapacity or treatment due to a chronic serious health condition. A chronic serious health condition is one which:
    - (1) requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
    - (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
    - (3) May cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy).



- d. A permanent or long-term period of incapacity for which treatment may not be effective (e.g. stroke, Alzheimer's);
- e. Any period of absence to receive multiple treatments including any period of recovery there from (e.g. chemotherapy, physical therapy, kidney dialysis).

## I. PROGRAM COUNCIL

Recognizing the benefits of collaboration, consultation, and shared involvement in decision-making as effective means of implementing school vision and organizational change, the parties agree to implement a process which shall lead to the development and implementation of school advisory councils (hereinafter “program council”). The implementation and operation of program councils shall be guided by the following principles:

1. Each party (the CVEA and the local school) shall identify four representatives to represent it in the development of a program council model, specific to that school. The parties shall meet by October 1 to conduct this dialogue and development. The local negotiators for each of the two parties during this round of negotiations will be a part of the development process at each of the schools.
2. The recognized purpose of the program council is to serve as an advisory arm to the Principal. Further, the parties acknowledge that the involvement, responsibility, and accountability of individual professionals through the work of the council is an integral part of the transformation of our schools.
3. In this advisory role the primary work of the council is on issues and matters of school transformation, implementation of school vision and the matters of school coordination and communication.
4. The parties shall determine a process to identify the annual membership of the council. Individuals eligible for membership shall include faculty, staff, and the administration. The program council may decide to include parents, students, and members of the community as members, observers or to serve on subcommittees.
5. Problems arising from the operation of the Program Council that cannot be handled within the school will be brought by either party to the Superintendent or his/her designee for mediation and resolution.

## **J. TRANSFORMATIONAL IMPROVEMENT PLANS**

Recognizing that the transformation of our schools will require the restructuring and realignment of existing functions and structures, and further recognizing that an integral part of transformation is the empowerment of individual professionals and teams of professionals to meet the needs of all learners, the Board and CVEA enter into this agreement.

In order to provide opportunities to create innovative practices and structures, the parties agree to empower teachers and the administration to implement a total quality process to develop, test, and evaluate improvement plans. Therefore, the Board and the Association agree that Administration, teams of teachers, or individual teachers (hereinafter the "parties") may agree to modify contractual provisions of the negotiated agreement for the purpose of piloting innovative approaches or concepts which further the transformation of the school. Contractual Provisions which may be the subject of such modifications are limited to the following Articles: Professional Expectations (formerly Work Year/Day and Assignment), and Evaluation. Procedures for developing and documenting such modifications are as follows:

1. The teacher or teams of teachers considering a modification will meet with the administration to develop and refine the proposed plan for improvement and modification. At no time can an individual teacher or teams of teachers be compelled to enter into a modification of the negotiated agreement. Modifications causing adverse working conditions for other teachers will be brought to the attention of the Principal and Program Council for resolution.
2. The written plan will include: the terms of the modifications, the outcome(s) intended, the length of the modification, and provisions for evaluation of the improvement.
3. The proposed modification will be brought before the program council for discussion and review prior to final approval by the parties. Persons submitting proposals will present such proposals at the meeting.
4. Improvement plans may not exceed one school year or be less than one semester in duration.
5. Upon the termination of the agreement, the existing provisions of the negotiated agreement shall take effect. The agreement may, by mutual consent of the parties of the agreement, be terminated, or otherwise modified, using the procedures outlined in numbers one through four above, prior to the time provided in the written waiver agreement. Prior to the expiration of the agreement, the parties may by mutual agreement extend the agreement utilizing the above procedures.

6. After the parties have agreed to the terms of the modification and the improvement plan, copies of the agreement shall be forwarded to the Superintendent and the CVEA for review and recording.

7. In the event an issue or dispute arises between the parties to the agreement which they are unable to resolve after informal meetings, either party may treat the matter as a grievance under the applicable provisions of the negotiated agreement, provided however, that if step three of the grievance process does not satisfactorily resolve the dispute the parties shall engage in mediation to the exclusion of step four.

## J-1. SPARK PROGRAM

Under Appendix J “Transformational Improvement Plans”, the parties agree to:

1. Williston teachers and Williston based CVSD Special Education teachers may apply to participate in the SPARK ACADEMY on an annual basis. Participation shall be voluntary. The administration is not required to accept any and all applications. Part-time teachers and non-teaching staff may work in the program, however, they will be compensated for their time at an hourly or per diem rate as appropriate since the work is beyond their contracted time.
2. In consideration for the additional instructional time provided during the SPARK program, approved teachers shall have a modified work schedule. The teacher’s new schedule shall reflect a full time teacher schedule (prorated based on the teacher’s individual FTE) based on the following formula:
  - A. 176 student days (or the then current number of student days) multiplied by 7.5 hours (or the then current length of the student day) equals 79,200 contract minutes (176 x 7.5 x 60) less guaranteed preparation and lunch time of 12,320 minutes (176 x 70) as provided in the contract for a total of 66,880 minutes of instruction.
  - B. When calculating minutes under this program the parties shall not include any professional days under the contract used for in-service, parent teacher conference days or professional development. Nor shall the 3 professional days determined by the individual teacher be included. This time is not reflected in the calculation in subsection A above.
  - C. In future years of this program, the then actual number of student days and the actual length of the school day shall be used to adjust the calculation if they change.
  - D. The individual teacher shall submit a plan for how the time identified in paragraph 2 shall be accounted for in his or her modified schedule. The teacher shall be responsible for ensuring that the full amount of time is worked as committed, and shall notify the administration of any need to alter the approved schedule as needed, either because there are not enough minutes or there are too many minutes scheduled. The plan shall be submitted each session and signed off on by the teacher and approved by the Administration. Time will be cumulative for the full school year.

- E. At the end of each session, each teacher will submit to the Administration a reconciliation of actual work to ensure the teacher is being compensated as appropriate and to allow time for adjustments as needed to meet the criteria outlined above. Both the teacher and the administrator needs to acknowledge that professional obligations for that session and contract period have been met. If not, adjustments shall be made to resolve any differences in time worked and time owed. Time will be cumulative for the entire school year.
- F. The Administration shall determine by March 15<sup>th</sup> annually if the SPARK program will be offered the next school year. Teachers will have until April 15<sup>th</sup> to submit an application to participate in the program. Approval for one school year shall not result in automatic approval for a following school year. The administration shall review and take action on all requests by May 15<sup>th</sup>.
- G. Proposed and modified schedules cannot disrupt the normal school schedule or normal school operations, in the judgment of the Administration. In the event of a dispute over what constitutes a disruption, the Association shall be consulted prior to the administration making a final decision.
- H. Selection or non-selection in this program shall not constitute grounds for a grievance.
- I. If any individual teacher decides to opt-out of the program they need to do so by trimesters. To opt out of the 2<sup>nd</sup> or 3<sup>rd</sup> trimester notice must be received by 4 weeks prior to the end trimester. Participants may opt of the 1<sup>st</sup> semester by June 30<sup>th</sup> annually. Reconciliation of time owed will be calculated at the time of notice to allow both the administration and the teacher adequate time to adjust schedules as needed.
- J. Absences on a day the teacher is scheduled to participate in SPARK, not already incorporated into the teacher's proposed schedule, i.e. an unplanned absence due to illness, shall equate to a 0.25 day. The teacher will either be required to use paid leave or to flex the time as permitted under a revised schedule and approved by the Administration.

## **K. ACKNOWLEDGEMENT OF ARBITRATION**

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

## L. SALARY SCHEDULE GHOST STEP HISTORY & ELIGIBILITY

1. In the 1997-2000 collective bargaining agreements between the Champlain Valley Union (CVU), Charlotte and Shelburne Board of School Directors and the CVU, Charlotte and Shelburne units of the Champlain Valley Education Association (CVEA), the parties reached agreement on a concept called "longevity increases".
2. By those agreements, the number of teachers eligible for the longevity increases declined each year of the agreements. As such, only teachers who had been frozen for at least two years in the M30 Column on the maximum step (15) as of July 1, 1999 would be eligible for longevity increases. This created a grandfathered group of teachers eligible for the payments.
3. In the 2000-2001 collective bargaining agreements between the same three boards and three units of the CVEA, teachers who had been eligible for the longevity increases in 1999-2000 would be placed on a phantom or ghost step 16 in the M30 Column. The parties agreed that there would be no movement on or off that step going forward, again grandfathering the group eligible for the phantom or ghost step. The 2001-2004 agreement continued the ghost step and the same group remained the only teachers eligible for placement and payment based on this step.
4. When all the individual collective bargaining agreements were consolidated into a uniform collective bargaining agreement for all districts within the Chittenden South Supervisory Union starting July 1, 2004, the unified collective bargaining agreement again limited eligibility for the ghost step to those teachers who had been on M30 step 16 in 2000-2001 and no new members were permitted. This agreement continued in the subsequent agreements and continues with this current agreement.



## **M. HEALTH AND SAFETY PROTOCOLS FOR CVSD EMPLOYEES**

As stated under Article 49 "Health and Safety" of this agreement, the Administration is responsible for developing and providing safety protocols, consistent with board policies, for a student threatening the life and/or safety of an employee. This protocol must be attached as an appendix to this agreement and may be revised by the Administration. If revised, the Administration shall provide an updated copy of this appendix to staff.

The following protocols are in place as of July 1, 2012 for all employees:

1. When an employee believes that his/her life or safety has been threatened by a student or students, the employee shall notify a school administrator as soon as possible and provide him/her with oral/written information about the threat. The administrator may require the information in writing from the employee at some point during the investigation but may not require it before processing the incident with the student. Reasonable efforts shall be made to maintain the safety of the employee and his/her work environment.
2. If the administrator receives this information during the regular school day, he or she will immediately remove from the employee's work environment the student or students allegedly responsible for making the threats and notify the student's or students' parents/guardians.
3. If as a result of the investigation the student or students are found to have issued a threat to the employee's safety or life in any form, the student or students will be administered consequences consistent with the school's discipline procedures and board policy.
4. The consequences designated by the administrator shall be successfully completed prior to the student's or students' admission back to the employee's work environment unless a delay would interfere with the student or student's rights to a free and appropriate education as provided under the law or the student's due process rights.
5. These protocols may be reviewed and revised as needed and changes to them will be communicated to all staff electronically and/or in writing.

## N. PUBLIC SCHOOL EMPLOYEE HEALTH BENEFITS

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

### Article I. Recognition:

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

### Article II. Definitions:

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

a) **Licensed Teachers:** Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).

b) **Licensed Administrators:** Employees of Vermont school districts and supervisory districts (District Employees) providing employment

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services requiring a professional administrator's license from the AOE.

c) **Support Staff:** A municipal employee as defined in 21 V.S.A. Section 1722.

### **Article III. Scope of Bargaining:**

#### 3.1

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

b) Standardizing the duration of health insurance coverage during a term of employment;

c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time.

d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees;

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

### **Article IV. Plan Offerings:**

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4.1 All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative

(VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.

**Article V. Eligibility for Health Benefit Coverage:**

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

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

5.3 Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a

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health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.

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

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

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

#### **Domestic Partner/Child(ren) of Domestic Partner**

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

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

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Neither the employee nor the domestic partner is married to anyone; and The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and

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

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

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

**Child[ren] of Domestic Partner:**

The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and

The child[ren] resides with the employee and the domestic partner; and The employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

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

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continuing responsibility for COBRA payments in connection with any separation from employment.

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

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

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

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

**7.1** For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of

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

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

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

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

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contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.

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

**Article IX. General:**

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

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

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

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**Article X. Duration of Statewide Document:**

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

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

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

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

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

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