

***AGREEMENT BETWEEN THE  
RIVENDELL BOARD OF SCHOOL DIRECTORS  
AND THE  
RIVENDELL EDUCATION ASSOCIATION  
Teacher Unit***

***VERMONT-NEA/NEA***

***July 1, 2025 – June 30, 2028***

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## **AGREEMENT**

This Agreement is herein entered into between the Rivendell Board of School Directors hereinafter known as the "Board," and the Rivendell Education Association, hereinafter known as the "Association."

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

1.1 The Board recognizes the Association as the exclusive bargaining agent representing all teachers (as defined in Title 16 VSA Chapter 57). The bargaining unit shall not include any principals who also work less than fifty percent of their time as a teacher; superintendent, assistant superintendent, business manager, Director of Special Education, curriculum coordinator, regular substitute teacher as defined by one who substitute teaches in the same assignment for less than 30 consecutive school days and Educational Support Personnel of the Rivendell Interstate School District. Part-time principals who also work as teachers shall be paid pursuant to the salary schedule of this Agreement for the time spent performing teaching duties.

1.2 Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as "Teachers." The Rivendell Interstate School District will hereinafter be referred to as the "District."

1.3 For the purpose of this agreement, the term "seniority" shall refer to the period of continuous service in any of the four school districts (Fairlee, Orford, West Fairlee, and Vershire) for the years immediately prior to the July 1, 2000 opening of the District and the period of unbroken service to the District provided the two terms of service are consecutive and unbroken.

1.4 By October 1<sup>st</sup> the Board shall provide the Association a list of all members of the bargaining unit. By November 1<sup>st</sup>, the Association shall provide the Board the names of any bargaining unit members who are not members of the Association.

### **ARTICLE II** **NEGOTIATIONS**

2.1 Subject to conditions of law, but not later than November 1<sup>st</sup> prior to the expiration of the current agreement, the Board and Association agree to enter into negotiations in order to arrive at a successor agreement.

2.2 Negotiations shall be conducted as per VSA Chapter 57, Title 16 V.S.A.

2.3 The Board agrees not to negotiate or otherwise deal with any Teacher's Organization, group, or individual other than the Association identified in Article I.

2.4 If, after negotiations have taken place on all matters properly before them, the Board and the Association are unable to reach agreement on specific items, they shall resolve the existing impasse in accordance with VSA Chapter 57, Title 16 V.S.A.

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

### **ARTICLE III**

#### **RIGHTS OF THE TEACHER**

3.1 **Union Rights:** Each teacher has the right to organize, join and support the Association for the purpose of engaging in collective bargaining as defined by Vermont law. It is further agreed that each teacher has the right not to join or support this, or any other teacher association.

3.2 **Nondiscrimination:** Neither the Board nor the Association shall discriminate against any teacher with respect to salary or conditions of employment as defined in this Agreement, by reason of their membership or non-membership in the Association, nor for participation or non-participation in any of the lawful activities of the Association.

3.3 **Union Representation:** Whenever any teacher is required to appear before the administration, the Board, or any committee of the Board regarding a complaint, a charge concerning the teacher's competency, or a disciplinary action, the teacher shall be entitled to and offered representation by a member of the Association. When meetings over such issues are conducted before the Board, the teacher shall be entitled to a minimum of twenty-four (24) hours advance notice of the meeting and written notice of the reason for the meeting.

3.4 **Personnel File Review:** Teachers shall have the right, upon request, to review the contents of their personnel file and to receive a copy, at the Board's expense, of such contents. A teacher will be entitled to have a representative of the Association accompany them during such review.

3.5 **Personnel File Content:** No material derogatory to a Teacher's conduct, services, character, or personality will be placed in their personnel file unless the Teacher has had an opportunity to review the material. The Teacher will acknowledge that they had a chance to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Teacher will also have the right to submit a written answer to such material and their answer will be reviewed by the superintendent or their designee and attached to the file copy.

3.6 **Complaints:** Any complaint regarding a Teacher made to any member of the administration by any parent, student, or other person, shall be promptly called to the attention of the Teacher and investigated. The teacher shall be informed of the disposition of the complaint. The teacher shall receive a copy of any written complaint or shall receive a written summary of any verbal complaint. The Teacher will be given an opportunity to respond to such complaint during the investigation and/or rebut the findings of the investigation.

3.7 **Just Cause:** Except for probationary teachers (3.8) and those hired pursuant to Section 3.10 of this Agreement (one-year contracts), no teacher shall have their compensation reduced, contract non-renewed or be disciplined, suspended, or dismissed without just and sufficient cause. The non-renewal of a teacher's contract or the suspension and dismissal of a teacher during a school year may be appealed by the teacher by following the procedures outlined in 16 V.S.A. section 1751, or the grievance and arbitration procedures of this Agreement. The election of one method of appeal shall preclude the other.

3.8 **Probationary Contracts:** A newly employed teacher shall serve a probationary period of two (2) school years. By mutual agreement, the probationary period may be extended for the immediate succeeding school year. The decision of the Board not to renew a probationary teacher's contract or to dismiss a probationary teacher shall not be subject to the grievance arbitration process. If the Board decides not to renew the teacher's contract for the next school year, the teacher shall be given preliminary notice by May 1 and final notice on or before June 1. Both of these required notices shall be in writing, signed by the Superintendent.

### 3.9 **Contract Renewal:**

- A. Except for teachers who are on probationary or one-year contracts, the Board shall issue contracts to teachers no later than April 15. If April 15 falls on a non-business day, contracts will be issued no later than the last business day before April 15. A teacher receiving a contract offer shall indicate acceptance by signing and returning said contract no later than May 1<sup>st</sup>. Failure of a teacher to return their signed contract within the timeframe noted herein shall be conclusive evidence of non-acceptance of the offer, and in such instances, the position shall be considered vacant unless an extension has been mutually agreed to, in writing, between the teacher and the Superintendent.
- B. In the event that the Board and the Association have not ratified a new collective bargaining agreement by the issuance dates noted herein, individual contracts shall be issued at the teacher's then-existing salary. These contracts shall be adjusted at the completion of negotiations to reflect the terms of the successor to this Agreement.
- C. In accordance with VT Statute 16 VSA §1751, teachers being transferred for the next school year must be notified of their assignment by April 15<sup>th</sup> unless there are unforeseen circumstances, including but not limited to staff departures.

3.10 **One Year Contracts/Long-Term Substitutes:** The Board shall have the right to issue a contract for a period of one (1) year or less which expressly eliminates the teacher's "just cause" dismissal and contractual renewal rights and layoff/recall rights as provided by this Agreement, to a teacher who:

- A. replaces a teacher who has terminated their contract for the next school year, or
- B. replaces a teacher who is granted a leave of absence by the Board.

If the replacement teacher is rehired, that teacher shall have their seniority counted as retroactive to their original date of hire.

3.11 The parties recognize that the health, safety, and well-being of the students are their primary responsibility. As defined by state and federal health and safety laws (e.g., VOSHA and OSHA) teachers shall not be required to work under unsafe or hazardous conditions.

3.12 An appropriate biohazard kit will be provided and maintained by the District in each classroom and on all school sponsored student trips. Teachers, (with the exception of trained medical personnel such as nurses), shall not be required to:

- A. give students hypodermic needle injections, [but can be expected to use an epi pen],
- B. dispense medication to students,
- C. change surgical dressings [but can be expected to apply small band aids], or
- D. provide hygiene care to an encopretic student.

3.13 When a teacher is offered their first teaching contract with the District, the District will also provide the teacher with the following:

- A. A copy of the Master Agreement in effect at the time.
- B. The name, email address and telephone number of the Association President.

**3.14.1 Provisional/Emergency Licenses:** On or before April 1<sup>st</sup> of the year in which their temporary license (e.g., VT provisional or emergency or NH temporary credentials) expires, a teacher holding a temporary license shall provide proof to the Superintendent that they have either  
(A.) been issued either a Vermont Level I or Level II (or NH temporary credentials) license for the next school year, or  
(B.) that they are scheduled to complete all requirements for such license (or temporary credentials) by August 1<sup>st</sup>.

If the teacher presents proof of option (B.) herein, on or before August 1<sup>st</sup>, the teacher must provide the Superintendent written verification from the Vermont Agency of Education or NH Department of Education or appropriate NH licensing body, that the teacher has satisfied all license requirements.

These timelines apply for teachers with temporary credentials in NH. Temporary credentials include, but are not limited, to Educational Intern Authorizations and other NH certificates that allow for teaching without a full license.

**3.14.2 Access to New Employees:**

- A. Pursuant to 16 V.S.A. §1984, the Association will have a minimum of sixty (60) minutes to meet with new employees during annual new employee orientations. Should an orientation day not be included in the regular workday of new employees, the Association will have the right to meet with a new employee during the employee's regular workday for no less than sixty (60) minutes, within ten (10) days of their date of hire. All employees will be paid for attending this meeting at their regular rate of pay.
- B. Within ten (10) calendar days after hiring a new employee into the bargaining unit, the Board will provide the Association with the employee's name, job title, worksite location, work telephone number and email address, personal email address, home and personal telephone numbers and date of hire to the extent the Board is in possession of such information.
- C. On at least an annual basis, the Board will provide the Association with a complete list, in electronic format, of all employees in the bargaining unit. This list will include the following information for each employee to the extent that the Board is in possession of such information: the employee's name, job title, worksite location, work telephone number and email address, home address, personal email address, home and personal telephone numbers, and date of hire to the extent the Board is in possession of such information.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**4.1 Definitions:**

- A. **Grievance:** A grievance shall be defined as a claim by the Association, teacher, or teachers that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. **Grievant:** The grievant shall be the teacher, teachers, or Association instituting a grievance at its initial step under this Agreement.

- C. **Time Limits:** All the time limits consist of teacher workdays except that when a grievance is submitted on or after June 1, time limits shall consist of weekdays. Failure by the grievant to adhere to these procedures within the specified time periods shall render the grievance null and void. Failure of any administrative body to render a decision within the specified time limit will allow the grievant or the Association to advance the grievance to the next step in the Grievance Procedure. The time limits noted herein may be extended by mutual agreement between the Association and the Superintendent or Board.
- D. **Grievance Committee:** Upon selection of members by the Association, the Board shall recognize an Association Grievance Committee. One association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance. Nothing herein contained will be construed as limiting the right of any Teacher having potential grievance to discuss the matter informally with their supervisor and having a grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

4.2 **Procedure:** The parties acknowledge that it is usually most desirable for an employee and their immediately involved supervisor to resolve problems through free and informal communications. When requested by the Teacher, an Association representative may assist in this resolution. However, should the informal processes fail to satisfy the Teacher or the Association, then a grievance may be processed as follows:

Step 1: The grievant shall present the grievance in writing, setting forth the specific problem being grieved, and the redress sought, to the immediately involved principal or administrator. The principal or administrator shall arrange for a meeting with the grievant and the Association's Grievance Committee to take place within ten (10) days of their receipt of the grievance. The principal or administrator must provide the grievant and the Association with a written decision on the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision was based. No grievance shall be given formal consideration unless it is filed at Step 1 within twenty (20) days of when the grievant could have had knowledge of the occurrence which gave rise to the grievance.

Step 2: If the grievance is not resolved at Step 1, then the grievant may refer the grievance in writing, indicating the reasons for dissatisfaction with the decision of Step 1 and the redress sought, to the superintendent or their official designee within ten (10) days after receipt of the Step 1 decision. The superintendent shall arrange for a meeting with the grievant and the Association's Grievance Committee to take place within ten (10) days of their receipt of the grievance. The superintendent shall render a decision in writing, giving reasons upon which their decision is based. Copies of the written decision shall be given to the grievant and the Association within ten (10) days of the meeting.

Step 3: If the grievance is not resolved at Step 2, the grievant may, within ten (10) days of receipt of the Step 2 decision, forward the grievance to the Chairman of the School Board or their agent setting forth the reasons for dissatisfaction with the Step 2 decision and the redress sought. The Board, or a Committee thereof, shall, within ten (10) days of receipt of the appeal, hold a hearing with the grievant and the Association's Grievance Committee. Each party shall have the right to include in its representation such witnesses and as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall render a decision, in writing, giving the reasons upon which, its decision was based. The written decision shall be delivered to the grievant and the Association within ten (10) days of the Board's hearing.

Step 4: If the Association is not satisfied with the disposition at Step 3, then the Association may request binding arbitration of the grievance. Such request shall be in writing and shall be submitted to the Superintendent of Schools. The parties may mutually select an individual to serve as arbitrator or may submit the matter to the American Arbitration Association ("AAA"). If the grievance is not submitted to the AAA within twenty (20) days, the grievance shall be considered withdrawn, with prejudice. Decisions of the arbitrator in matters regarding the grievance shall be final and shall not be subject to appeal by either party, except as provided by the Vermont Uniform Arbitration Act (12 V.S.A. Chapter 192) and the Rules of the AAA.

4.3 The Board, the Association and individual teachers understand that Article IV of this Agreement contains an agreement to arbitrate grievances. After signing this agreement, the Board, the Association, and the teachers 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.

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

4.5 The arbitrator shall not have the power to add to, delete from, or in any manner alter the terms of this Agreement. The arbitrator is empowered to award only compensatory damages and shall have no authority to award interest on such damages or attorney fees. Unless the parties agree in the statement of the issue presented to the arbitrator, the arbitrator shall have no authority to hear or rule on any claim that involves the alleged violation of any constitutional or civil rights (including by way of example and not limitation, allegations that would constitute a violation of the U.S. Civil Rights Act, American with Disabilities Act, the Family & Medical Leave Act, the Vermont Fair Employee Practices Act and the Vermont Parental and Family Leave Act.)

4.6 Each party shall bear the full cost for its representation in the arbitration. The costs of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party shall bear full cost for the transcript. Should both parties order a transcript, and then the costs of the two transcripts will be divided equally between the parties.

4.7 The Board acknowledges the right of one member of the Association's Grievance Committee to participate in the processing of a grievance at any level and no Teacher shall be required to discuss any grievance if the Association's representative is not present.

4.8 Any step of the Grievance Procedure may be by-passed by mutual agreement by the parties.

4.9 No reprisals of any kind will be taken by the Board or the school administration, the Association, or other teachers against any teacher because of their participation or non-participation in this Grievance Procedure.

4.10 The Board, the Administration, and the Association agree to cooperate in the investigation of any grievance, and, further, agree to provide each other with such information as is established to be pertinent to the processing of any grievance. Should the parties schedule any grievance meetings that require that a teacher or an association representative be released from their regular assignment, they shall be released without loss of pay or benefits.

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

4.12 A grievance may be withdrawn at any level without establishing precedent.



4.13 Under no circumstances shall the Association or a teacher involve students who are minors in the investigation, processing or hearing of a grievance unless prior written consent from a parent or guardian is filed with the Superintendent at least 24 hours before such involvement. If the District intends to use a student as a witness in an arbitration hearing, the Association shall be notified at least 24 hours before the hearing.

## **ARTICLE V**

### **SALARY/WORKING CONDITIONS**

#### **5.1 Salary Schedule Placement:**

- A. All newly employed teachers should be placed on the salary schedule step and column in accordance with their educational and experience levels as determined by the Superintendent.
  - (i) All newly hired teachers whose experience is beyond employees on the salary schedule, shall be placed at or below teachers with similar or the same years of experience.
- B. All teachers who were formerly off step shall be advanced in their salary as specified on the notes section of the salary schedule.
- C. **Salary Schedule Advancement:** Teachers who have been actively engaged in providing teaching services for the District for at least one-half of the scheduled school year (defined as .5 x 189 days x 7.5 hours total in either days or hours), shall advance one step increment of the salary schedule for each succeeding year of the Agreement (the one-half year requirement shall apply to full and part-time teaching assignments).
- D. **Credits:** Credit for salary schedule column advancement shall be awarded only for graduate college courses that are approved in advance by the Superintendent, and
  - (A.) are a part of a program of professional improvement and growth which is consistent with the District's Continuous Improvement Plan and/or the general educational needs of the District.
  - (B.) the Superintendent shall have the sole discretion to determine whether the teacher's program in a particular course is consistent with the District's Continuous Improvement Plan, or the general educational needs of the District.
- E. Credit for salary schedule advancement shall be given only for graduate course credits from an accredited college or university.
  - Bachelors, Bachelors +15, Bachelors +30
    - Pre-approval by superintendent
    - Must be accredited college/ university graduate credits
    - Must be related to teaching role and/or schools / district's continuous improvement plan
  - All other columns
    - Pre-approval by superintendent
    - College credits and/or workshops, symposiums, peer review, independent studies and other professional growth activities

- Must be related to teaching role and/or schools / district's continuous improvement plan
- F. In all cases it shall be the responsibility of the individual teacher to provide the Board with the appropriate documentation, as determined by the Board, that the teacher has completed the course credits with a grade of B or better; in the event that the course is offered only on a "pass/fail" basis, the teacher need only "pass" the course.
- G. Credit only awarded when the workshop is not a Rivendell in-service workshop and did not occur on a professional development or in-service day as noted by the District's school early release and yearly calendar.
- H. Fifteen workshop hours will be given the equivalent of one (1) college credit for salary schedule advancement purposes.
- I. For salary schedule advancement, credits earned prior to the degree noted in the educational columns heading of the salary schedule can be used for further column advancement so long as the credits have not already been used for column advancement.
- J. **Movement deadline:** To be eligible for salary schedule column advancement a teacher must notify the Superintendent by December 15 of the school year preceding the effective date of said advancement. The teacher's salary will be adjusted to reflect the column advancement on the pay date following the Superintendent's receipt of the appropriate documentation.
- K. All teachers who hold National Board Certification will receive a yearly stipend of \$1,000.

## 5.2 Additional Duties

- A. Teachers who teach an extra class during their planning/preparation time shall be paid on a per diem basis, (BA 30, Step 5, on the salary scheduled divided by 189 and 7.5).
- B. If a teacher is assigned to perform instructional duties outside those specified in their original employment agreement due to extenuating or unforeseen circumstances
1. Duty and assignment loads will be adjusted to compensate for the changed instructional duties and/or
  2. The teacher will be provided with a stipend based on additional hours beyond the normal instructional duties.

## 5.3 Mentoring and Peer Training/Support

- A. Definitions
- Mentor** – defined as a mentor who trains teachers new (within the first two years) to the field or content in the craft of teaching, using a model to support the teacher (for example Danielson)
- Local Logistics Guide (LLG)** – defined as a teacher who guides experienced teachers, new to the District, in areas such as software, grading, duties, parent communication, master schedule etc.
- B. **Mentors:** All newly hired teachers with two or fewer years of experience teaching will be assigned a mentor as soon as practicable following their date of hire. In some cases, a teacher who changes teaching position or grade level may be eligible for a mentor based on need.

- C. **LLG:** All newly hired teachers with more than two years of teaching experience shall be assigned an LLG as soon as practicable following their date of hire.
- D. **Stipends:** Whenever a teacher is selected by the administration to serve as a mentor for a newly hired teacher, they shall be paid a stipend of one thousand five hundred dollars (\$1,500) per year (pro-rated for part-time or partial year service). Whenever a teacher is selected by the administration to serve as an LLG they shall be paid a stipend of six hundred dollars (\$600) per year (pro-rated for part-time or partial year service). Reasonable mentoring and LLC duties shall be assigned by the administration.

#### 5.4 **Co-Curricular:**

- A. Individuals performing co-curricular activities, which are identified in an appendix of this Agreement, shall be paid based upon the stipends noted in said appendix, whether or not the individual is a member of the bargaining unit. All other rights and obligations regarding co-curricular duties shall be as specified by the Board and no other provisions of this Agreement shall be applicable to the performance of such duties.
- B. During the life of this Agreement, the Board shall have the discretion to (1) determine which existing co-curricular activities are offered or not offered, (2) which new activities are added, and (3) the salary assigned to any new activity.
- C. Co-Curricular salaries shall be increased by the same percentage of increase as Bachelor's+30, Step 5. (see Appendix)

#### 5.5 **Per diem extra time:**

- A. When a teacher is requested by the administration to work beyond their contracted days – including, but not limited to work on curriculum, committees, summer regulatory preparation and student orientations – said teacher shall be paid on a per diem basis (column BA +30, Step 5 on the salary schedule) divided by (189 and 7.5).
- B. **Prior Approval:** All circumstances where teachers are compensated beyond their regular contract work, or within the day and through lunch or planning periods, require prior permission. In addition, the work must be documented, in writing, from the administrator, (copied to HR) with authorization of the work, tasks, time, prior to performing the work.  
If there are emergency or extenuating circumstances, verbal approval by the administrator will be followed by written approval.
- C. **Stipend for Independent Study:** Based upon mutual agreement between the administration and the teacher(s), teacher(s) may supervise students for independent studies. Independent/study duties outside of their regular duties, shall be compensated five hundred dollars \$500 for each credit bearing period (semester or trimester) they teach an independent study.

#### 5.6 **Paycheck Issuance:**

- A. **Methods:** Teachers may select one of the following methods of payment provided notice is given prior to September 1:
  - 1. Twenty-two (22) payments during the school year on a bi-weekly basis.
  - 2. Twenty-two (22) payments during the school year and a lump sum payment for the remainder of the salary to be paid at the time of the last payment in June.
  - 3. Twenty-six (26) payments to be paid during the school year and the summer vacation.

- B. **When Leaving District:** Any Teacher leaving the service of the schools during the year, including a Teacher who takes an unpaid leave of absence, shall be paid, within two weeks, all money due. This shall be determined by dividing the Teacher's annual salary by the number of days in the school year and multiplying the quotient by the number of days in the school year up to the time that the Teacher leaves service. Any Teacher who, in June, does not hold a signed contract for the next school year, shall be paid all sums due no later than the last payday in June.

B.1. If circumstances include the District overpaying for insurance, employees shall pay the difference to the District.

- C. **If Not Using Direct Deposit:** When school is not in session on a designated payday, those who do not have direct deposit will receive their paycheck via US Postal Service on the scheduled payday. Those who receive their paycheck electronically will also receive them on the scheduled payday.

Exceptions to this item may be made by the Superintendent of Schools for other staff members for a specific need, i.e., prolonged travel, study out of state, or financial circumstances. This needs to be clarified as it is unclear to what it references.

- D. The first paycheck for school year employee (teacher) is issued on the first payroll of the school year.

5.7 **Work Year:** The work year for teachers shall extend from July 1 through June 30 and shall consist of a total of 189 workdays, said days to be scheduled by the Board.

5.8 **Work Day:**

- A. The "core" teacher workday shall be seven- and one-half hours with the hours start and end times defined for all teachers at each building. Activities conducted and services provided which are beyond the core-day (including, by way of example but not limitation, open houses, parent conferences and IEP meetings) shall not reduce the teacher's obligation to satisfy their professional responsibilities during the core workday. Except for unforeseen circumstances, the activities conducted, and services provided beyond the core workday shall be limited as noted below:

- (1) District initiated professional development activities no more than four (4) times per month.
- (2) No more than two (2) days for scheduled parent conferences per school year.
- (3) No more than six evening activities per school year (including, by way of example but not limitation, open houses, concerts, art festivals, graduation, etc.) Building administrators will make clear which six evening activities teachers are expected to attend with at least 2 weeks' notice prior to each event.
- (4) Teachers shall be allotted a total of two (2) full professional development days for classroom preparation prior to students returning, and one (1) full professional development day for classroom preparation after students leave for summer break.

- B. The District shall notify teachers of the workday schedule by the end of the first week in August. Each building principal shall set a required teacher start and end time that is consistent with student and school needs.
- C. Administration may make exceptions to the start and end times for circumstances necessary to support student learning. Any exceptions outside the school year shall be agreed to by all parties.
- D. Exceptions shall be made in advance and approved in writing by the superintendent.

- E. For unique programming circumstances. Teachers may have their schedule pre-arranged such that hours are not aligned with a regular workday or work calendar. Changes must be in writing prior with specific duties and job descriptions outlined. Documentation will include hours, alternatives, and specific roles, responsibilities and tasks.
- F. **Committees:** In the event of an insufficient number of teachers volunteering to serve on a committee, the Board may require teachers to serve on one committee per year provided:
  - (1) The teacher is not currently serving as a member of the Local Standards Board or other District committee, and
  - (2) Committee meetings shall not last longer than a total of four (4) hours per month.
- G. When members of the teacher bargaining unit agree to work in the District's After School or Summer Programs said teachers will be paid on a per diem basis, (column BA +30, Step 5 on the salary schedule divided by (189 and 7.5). All other rights, terms, and obligations regarding the performance of duties in the After School or Summer Programs shall be as specified by the Board and no provisions of the CBA shall be applicable to these programs unless the Board or administration acts to discipline, dismiss or non-renew the teacher's teaching contract. If such action is taken Articles III and Article IV of the collective bargaining agreement will be applicable.

#### 5.9 **Part-Time Pro-ration:**

- A. **Definition:** Teachers providing less than the full complement of professional responsibilities/ obligations required of a full-time (1.0 FTE) teacher shall be considered to be part-time teachers.
  - 1. **Compensation:** A part-time teacher shall have their compensation and benefits pro-rated based upon the percentage of full-time professional responsibilities performed by the part-time teacher. The pro-ration for a part-time teacher assignment shall be based upon the core 7.5-hour workday, 189-day work year.
  - 2. **Non-instructional activities:** Part-time teachers may be required to participate in non-instructional activities (including, by way of example and not limitation, professional development, faculty meetings, parent conferences, etc.) to a greater extent than the pro-rata portion attributable to the teacher's FTE, however, the teacher will be compensated for performing duties in excess of their FTE share on a pro-rata basis.
- B. When applying Section 5.8A of this Agreement, the parties agree that the full-time equivalency ("FTE") for a part-time teacher will be calculated based upon the total required core-day time of said teacher divided by the standard core-day of the 7.5 hours [e.g., 5.0 required hours ÷ 7.5 = 0.66%]. The parties further agree that the total required core-day time for a part-time teacher will include all assigned:
  - 1. teaching time
  - 2. preparation time
  - 3. lunch time
  - 4. student passing time
  - 5. faculty meeting time
  - 6. pre/post-student daytime

- C. The FTE resulting from the calculation noted in paragraph B above, will be used to determine the teacher's salary, benefits and pro-rata share of responsibilities beyond the core-day, which include by way of example, professional development and evening activities.
- D. When requested by the Association, the Superintendent shall provide the calculations used to determine the FTE of a part-time teacher.
- E. When the FTE of a teacher varies from one school year reporting period to another of the same school year, the teacher's salary and benefits will be prorated based upon the teacher's FTE for the entire school year. Such teacher shall be informed of this method of payment.
- F. Driver Education Teacher(s) will be paid at an hourly rate. Said teacher will be placed on the Teacher salary schedule based on their experience and education, and the hourly rate will be derived following the proration formula identified in 5.8B. All other rights and benefits of this collective bargaining agreement will apply. An FTE will be determined for the purpose of prorating benefits using the following formula: Estimate the FTE based on anticipated hours to be worked for classes; reconcile FTE and adjust insurance premiums to be paid by the employee during March of each year to reflect the actual FTE worked.

5.10 The period of teaching service shall include days when pupils are in attendance, orientation days, in-service days, and any other days on which Teachers' attendance is required in whole or in part.

5.11 **Mileage Reimbursement:** Mileage reimbursement at the standard IRS rate will be provided to teachers who regularly drive their own vehicle between buildings during the school day as required by their approved daily schedule. No teacher shall be required to transport a student in their automobile, nor will this be a condition of employment. Normal mileage to and from an employee's home and work is not reimbursable. Traveling between buildings for professional development activities, student meetings and similar events will not be reimbursed. All claims for mileage shall be submitted on a monthly basis and reported on the Mileage Reimbursement Request Form.

## MILEAGE REIMBURSEMENT CHART

(one way)

| Location                       | SME | WES  | RA   |
|--------------------------------|-----|------|------|
| Samuel Morey Elementary School |     | 9.9  | 1.5  |
| Westshire Elementary School    | 9.9 |      | 11.2 |
| Rivendell Academy              | 1.5 | 11.2 |      |

5.12 **Lunch:** Each teacher shall receive a duty-free lunch equal in length to the lunch period for students in the teacher's building provided the lunch period is a minimum of thirty (30) minutes in length.

5.13 **Planning/Preparation:** Teacher planning/preparation time shall be scheduled by the administration and may be scheduled on either an individual teacher or a team basis. The preparation/planning time available for all teachers shall be a minimum of 300 minutes per week in reasonable blocks contingent upon not requiring the hiring of additional staff to cover before or after school bus duties. Every effort will be made to give 300 minutes of planning time weekly. If teachers cannot receive their 300 minutes of planning time they will be compensated in accordance with this agreement for all but 15 minutes of planning time before and after the student school day.

Every reasonable effort will be made to ensure that planning periods are not less than forty-five (45) minutes in duration. The supervisor/administrator shall provide planning time each day.

Preparation and planning time does not include the thirty (30) minutes duty free lunch.

5.14 **Part-time Teachers:** Part-time teachers will be scheduled for contiguous time periods.

5.15 **Salary and Working Conditions:** The Rivendell Interstate School District places trust in its employees and desires to support their action in such a manner that employees are free from unnecessary, spiteful, or unjustified criticism or complaints. Potential acts by other employees that are contrary to this premise will be investigated following the procedure outlined in the Public Complaints against Personnel School Board policy.

- A. As defined by state and federal health and safety laws (e.g. VOSHA, OSHA, etc.) teachers shall not be required to work under unsafe or hazardous conditions

- B. Safety Of Employees: In cases of emergency, the overall well-being of the student is the employee's prime responsibility. If a crisis situation endangers an employee, procedures will be followed to address the situation
- C. A Teacher/ESP shall report any dangerous or unsafe events or student conduct to their supervisor within 24 hours of the incident. The supervisor shall report this to the Superintendent within 48 hours of the incident.
- D. All District policies and procedures shall be followed concerning safety. Safety of employees is important.
- E. The Supervisor and Superintendent shall follow all applicable laws, policies and procedures concerning requests for information by law enforcement and other legal entities. In addition, the Supervisor and Superintendent shall follow all health benefit policies, procedures and statutory obligations related to attendance, workman's compensation and other work-related incidents involving safety.
- F. The Board shall provide legal support as outlined in Section 1756 of Title 16, V.S.A. to the extent of and subject to the conditions set forth in the Liability Insurance coverage provided by the Board for this purpose.

## **ARTICLE VI**

### **TEMPORARY LEAVES OF ABSENCE**

#### **6.1 Sick Leave:**

- A. Each teacher shall begin each contract year with fifteen (15) days of paid personal sick leave. This sick leave shall be cumulative from year-to-year to a maximum total sick leave entitlement of one hundred twenty (120) days.
- B. Teachers will enroll in the long-term disability plan provided by this Agreement by the earliest possible date. Once a teacher is qualified for long-term disability benefits, any sick leave to which the teacher is entitled will be provided on a pro-rata basis, i.e., in such a way as to make up the difference between the disability benefits and 100% of the teacher's salary.

A teacher may use accumulated sick leave for illness in the teacher's immediate family. Teacher's immediate family will include, parents, spouse, domestic partner (per Vermont Civil Union Law) siblings, children (including step/foster children and those for whom the teacher has been appointed guardian) and the corresponding in-laws of same. Leave for other family members may be given at the discretion of the Superintendent.
- C. The use of sick leave shall only be for bona fide illness of the Teacher or their family. The teacher shall make every effort to not schedule non-emergency doctor/dental visits during the school day. After the consecutive use of five or more days, the Superintendent may require medical verification of the need for such sick leave. The Superintendent may also request satisfactory medical evidence necessary to make determinations concerning statutory entitlements, such as FMLA, ADA, etc.
- D. Sick Leave Buyout: Upon terminating employment with the District a teacher shall be paid a rate of one third (1/3) of the current substitute pay rate for one half (1/2) of their accrued sick days. Employees who were terminated or non-renewed are not eligible for this benefit.



E. Sick Bank:

- 1) A sick leave bank shall be created and maintained to provide paid sick leave for any participating teacher who has used their own accumulated sick leave days and is stricken with a serious illness or disability which prevents them from carrying out their teaching duties.
- 2) Each teacher shall become a participating member of the sick leave bank by contributing two (2) sick days from their personal sick leave entitlement. The minimum number of days to be held in the sick leave bank will be ninety (90). Should the sick leave bank fall below the minimum in a given year, during that same year teachers will contribute the number of sick days based on the category they fall into below. If they have between the following:

1-60 sick days, they will contribute 1 sick day  
61-90 sick days, they will contribute 2 sick days  
91-120 sick days, they will contribute 3 sick days

If a teacher has no days to contribute in the year that a contribution is required, the teacher shall make their contribution at the beginning of the next school year.

- 3) The sick leave bank will be administered by a two-person committee made up of one (1) Association member and the Superintendent or their designee. The committee will be responsible for keeping all records involved in administering the sick leave bank and those records will be maintained in the Human Resources office. Participating teachers receive copies of all records.
- 4) In any given case of a teacher applying for days from the sick leave bank, the committee shall consider the written application submitted and reach a decision on whether or not the application should be approved. A participating teacher may file a written application to utilize the benefits of the sick leave bank only under the following conditions;
  - a) they have exhausted all other accumulated sick leave, and
  - b) they have a serious illness or disability as defined by FMLA and except as prohibited by this CBA,
    - i. Illness must be the employee's personal illness;
    - ii. The District may require a second opinion from a physician.
- 5) The maximum number of days that can be withdrawn per individual request shall be the number necessary for the teacher to satisfy the elimination period for long-term disability coverage.
- 6) Teachers issued a contract for a period of one (1) year or less shall be excluded from the sick bank.

**6.2 Workers Compensation:** When an employee receives Workers' Compensation benefits, the District shall administer said benefits in accordance with federal regulations and Vermont state statute [21 V.S.A.] regardless of the State of employment or injury location. The employee shall use their accumulated sick leave to offset the difference between the Worker's Compensation benefits and their regular wages. The District shall also continue to pay its share of all insurance benefits provided by the Agreement for a period of up to twenty-six (26) weeks in the most recent twelve (12) month period. Further, employees receiving Workers' Compensation benefits who have been absent from work for more than twenty-six (26) weeks in the most recent twelve (12) month period, may be replaced and said employees will retain reinstatement rights as provided by the Workers' Compensation statute [21 V.S.A. §643b].

6.3 **Personal Leave:** Upon notice to the Superintendent or designee made as far in advance as practicable, a teacher shall be granted up to four (4) days of personal leave per school year to attend to personal matters that cannot be scheduled during non-working hours. Unused personal days shall be added to the teacher's accumulated sick leave balance.

6.4 **Bereavement Leave:** Such time as is needed, not to exceed five (5) days per occurrence, may be taken in event of a death in the Teacher's immediate family. Teacher's immediate family will be determined as parents, spouse, domestic partner (per Vermont Civil Union law), siblings, grandparents, children (including step/foster children and those for whom the teacher has been appointed guardian) and the corresponding in-laws of same. Leave for other family members may be given at the discretion of the Superintendent.

6.5 **Professional Leave:** At the discretion of the administration, teachers may be granted released time for attendance at educational meetings or conferences, or for classroom visitation in another school, when such attendance or visitation would be of educational benefit to the district. A Teacher's request for such release time must be presented to the principal in writing at least one week before the proposed meeting or conference, or visitation. Teachers shall have access to a minimum of five (5) professional days per school year.

6.6 **Association Leave:** The president of Rivendell Education Association or the president's designee shall be granted leave without loss of pay up to the total of five (5) days for the purpose of visitations or other Association business. The Association shall reimburse the District for the cost of any substitute hired for the Association President (or designee) for purposes of this section.

6.7 **Jury Duty:** Teachers who are required to serve on a jury or are required to appear in court, in person, in response to a jury summons, or are required to report for jury examination, or to qualify for jury duty, shall receive their regular salary during such periods of service and shall deliver to Board all Court payments except mileage and meal allowances.

6.8 **Statutory Leave:** To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA"). Leave pursuant to each of these acts shall be provided according to the Board's policies and practices. Pursuant to these policies and practices, whenever a teacher is entitled to and/or granted paid or unpaid sick (disability) leave or family leave pursuant to the terms of this Agreement and the teacher is also entitled to leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. FMLA/PFLA leave will be provided concurrent with Workers' Compensation benefits where concurrent entitlement exists. All other matters regarding the administration of leave provided pursuant to the FMLA and the PFLA shall be as provided by the District's policies and practices.

6.9 **Unpaid Leave:** An individual who takes unauthorized unpaid leave will be given an oral warning and at least one written warning that continued absences could result in non-renewal or termination. In all cases, unpaid leave needs prior permission from the superintendent.

6.10 **Pro-rating Leave Benefits** (See also 5.8): Part-time teachers shall be entitled to all leaves noted in this article on a pro-rata basis, based upon the teacher's full-time equivalency (FTE) under one of the following methods:

- A. A teacher contracted to work partial days for an entire school year shall be entitled to the total number of days noted in this article but shall be paid a pro-rata amount for each day of absence i.e., a teacher contracted to teach one-half a day will receive one-half day of pay for each day of absence.
- B. A teacher contracted to work full days for part of the school year shall receive a full day's pay for each day of absence but shall only be entitled to a pro-rata number of the specified days of leave.

- C. A teacher contracted to work partial days for part of the school year shall have both the specified number of days and their pay for each day pro-rated by their FTE.
- D. Long term substitute teachers, as defined by one who substitute teaches in the same assignment for 30 or more consecutive school days, are entitled to all the benefits of the Teacher CBA except for Article 3.10: *Just Cause*, dismissal and contractual renewal rights, layoff/recall rights and sick bank. The District will pay \$600 cash in lieu of health and dental insurances.

## **ARTICLE VII**

### **EXTENDED LEAVES OF ABSENCE**

#### **7.1 Parental Leave:**

- A. Upon the birth or adoption of a child, a Teacher may elect to take up to one calendar year of leave of absence provided they notifies the superintendent at least thirty (30) calendar days, if possible, prior to the date the leave is to commence, except in the case of an emergency.
- B. All benefits to which a Teacher was entitled at the time such leave of absence commenced, shall be restored upon their return from such leave, and they shall be assigned to the same position, or substantially comparable position, if available in the same school from which they took leave.
- C. Neither salary step credit nor other leave benefits shall accrue during the period a Teacher was on a parental leave of absence.

#### **7.2 Sabbatical Leave:**

- A. Sabbatical (full academic program) leave may be granted, at the sole discretion of the Board, to employees who have served seven (7) accumulated years of service in the District, with full pay and benefits. A teacher receiving a sabbatical leave is obligated to return to service of the District as a teacher for two (2) full years. If the teacher does not successfully complete the sabbatical year or if the teacher does not return for the two-year period of time, the teacher is required to reimburse the District the full amount of money paid during the leave as compensation and/or benefits within thirty (30) days. Written request for such leave must be made no later than December 1 of the school year preceding the school year for which the sabbatical leave is requested.
- B. Upon return from a sabbatical leave a teacher will be assigned to the same position, or substantially comparable position, if available in the same school from which they took leave. At the discretion of the Board, they shall be placed on the salary schedule at the level they would have achieved had there not been a sabbatical leave. All benefits to which a teacher was entitled at the time such leave of absence commenced shall be restored to them upon return from such leave, and they shall be assigned to the same position, if available, which they held at the time their leave commenced or, if not, to a substantially equivalent position.

#### **7.3 Other Leave:**

- A. All leaves, other than those expressly noted in Article VI and VII shall be granted solely at the discretion of the Board.
- B. No step increment shall be awarded for this type of personal leave except as allowed by Article 5.1A. Upon return from personal or other leave, a teacher will be assigned to the same position, or substantially comparable position, if available in the same school from which they took leave. All benefits to which a Teacher was entitled at

the time such leave of absence commenced shall be restored to them upon return from such leave.

7.4 **Benefits:** While on any extended leave, a Teacher may elect to continue coverage under the various insurance plans, if allowable under the terms of the policies, providing the Teacher assumes the full cost of the total premiums and forwards the total payment to the District prior to the date the payment must be forwarded to the insurance company.

7.5 **Extended Leave Requests:** All leave requests and grants shall be in writing.

## **ARTICLE VIII**

### **PROFESSIONAL DEVELOPMENT**

#### **8.1 Professional Development Activities**

- A. Under the conditions noted herein, all graduate courses or workshops successfully completed by a teacher, which are approved in advance by the Superintendent, shall be eligible for tuition reimbursement up to the equivalent of one hundred percent (100%) of the prevailing fall UVM resident rate for six (6) credits per year. Any such course must be consistent with the District's "Action Plan," and the general educational needs of the District, as determined by the Superintendent. The foregoing notwithstanding, the maximum tuition/workshop registration expenditure for the District in any fiscal year shall be seventy thousand dollars (\$70,000) for the entire bargaining unit. Successful completion of a course shall mean a minimum grade of "B" or, in the event that a course which is offered only on a "pass/fail" basis, the teacher need only "pass" the course.
- B. When a teacher enrolls in a graduate level course, the District shall pre-pay the tuition/expenses for the course. In the event that a teacher fails to successfully complete the course (as defined herein) while employed by the District, the teacher shall repay the District all monies prepaid for the course. Such repayment shall be via automatic payroll deduction. These deductions shall be made in equal installments with the full amount to be repaid by the end of the school year in which the expenses were prepaid by the District or based on an alternative repayment schedule mutually agreed upon by the teacher and the District.
- C. The District shall pre-pay the tuition/registration for individual and/or group professional development activities, including but not limited to workshops, trainings, and conferences, which are approved in advance by the Superintendent, as long as a two-week advance notice is provided. Professional development related expenses for mileage, travel and lodging pre-approved by the Superintendent will be submitted for reimbursement after the completion of the professional development activity.
- D. Evidence of successful completion of professional development activities including, but not limited to courses, workshops, trainings, and conferences must be provided to the Human Resources Manager within 30 days (or longer with preapproval by the HR Manager), or the teacher shall repay the District all monies prepaid for the activity. Such repayment shall be via automatic payroll deduction. These deductions shall be made in equal installments with the full amount to be repaid by the end of the school year in which the expenses were prepaid by the District or based on an alternative repayment scheduled mutually agreed upon by the teacher and the District.

8.2 If a Teacher attends meetings, conferences, workshops, or courses, at the request of the Superintendent, the Board will reimburse the Teacher for the actual and reasonable costs of

attending said activities including mileage at the current IRS rate, in addition to expenses covered in article 8.1.

## **ARTICLE IX EVALUATION**

9.1 All monitoring or observation of the work performance of a Teacher will be conducted in a professionally responsible manner and in accordance with District procedures.

9.2 Within ten (10) days after any observation, excluding routine walk-throughs, the teacher shall be given a copy of any written observation report prepared by their evaluator. If the evaluator observes any deficiencies or unsatisfactory performance, the evaluator must prepare a written observation report that includes the nature of the deficiencies and recommendations for improvement, as well as commendations. At the direction of the evaluator or request of the teacher, a post-observation conference will be scheduled by the evaluator. No observation report shall be placed in a teacher's personnel file or otherwise acted upon unless the teacher has been provided a copy of said report. Each written observation or evaluation report will be signed/dated by the teacher when it is presented to them, but their signature only represents receipt of the document and not agreement with its content. No teacher will be required to sign a blank or incomplete form. A teacher may provide a written rebuttal to be attached to any evaluation/ observation report.

## **ARTICLE X TRANSFERS, REASSIGNMENTS AND VACANCIES**

### **10.1 Voluntary Change in Position/Transfers**

Definition:

10.1(a) Reassignment: Change in role, within a school and in the same license area (for example a 3rd grade teacher teaches 2nd grade)

10.1(b) Transfer: Change in role, in a different building or outside the current role (example a 3rd grade teacher becomes an interventionist, the 5th grade teacher moves from SME to WES)

10.1(c) Reassignments are a regular part of planning for a new school year or changes in student population. Teachers will be notified of the reassignments prior to August 15 unless there are unforeseen circumstances.

Transfers:

10.1(d) The superintendent will notify the President of the Association and teachers of newly created positions and/or school vacancies through an electronic posting(s).

10.1(e) Teachers who desire a transfer or reassignment to another position may file a written statement of such desire with the superintendent not later than ten (10) days following posting of such opening

10.1(f) The District will consider requests from teachers for transfers or reassignments.

10.2 **Involuntary Change in Position/Transfers:** Notice of an involuntary transfer shall be given to the President of the Association and the impacted teacher(s) as soon as practicable. In the event of an emergency or unforeseen circumstance a teacher may be temporarily transferred to fill a new or open position before such position is posted. In this instance the administration will post the position as soon as practicable and return the teacher to their previous assignment if the position was successfully filled.

In the event that a teacher is transferred within the District the teacher shall be notified of the reason thereof. The teacher may request a meeting with the Superintendent to discuss the reasons for the transfer.

**10.3 Transfers:**

A. If a Teacher is involuntarily transferred from one school year to the next, that teacher shall have up to 8 hours (at BA+30 Step 5 per diem) for classroom preparation. If a teacher is transferred to a new building they shall have up to an additional 12 hours a (at BA+30 Step 5 per diem) for classroom preparation.

B. If a Teacher is involuntarily transferred, and the teacher is required to obtain a new teaching license or endorsement said teacher will be reimbursed for all costs associated with obtaining the required license or endorsement. These costs could include, but are not limited to: the cost of certification(s), examinations, fingerprinting, mileage, and other necessary documented costs. These reimbursements are in addition to the allocations outlined in the professional development provisions of this agreement.

**ARTICLE XI**  
**INSURANCE**

In the event that both spouses (or the teacher and their legal domestic partner) are employed by the Board, the Board shall be obligated to provide only one insurance plan for the spouses as a unit (i.e., one two-person or one family membership) and the Board shall pay the full premium cost for said plan. To qualify as a spouse for dependent coverage for the insurances provided herein, an individual must be legally married to the teacher or qualify as a domestic partner of a teacher as defined by Vermont law (i.e., parties to a Civil Union).

The Board agrees to provide insurance coverage for teachers as set forth in this Agreement, subject to the rules, regulations, and 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 for such a claim; further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage set forth in this Agreement.

**11.2 Health Insurance:** For the period through December 31, 2022 pursuant to 16 V.S.A. Chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangement and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix C-1 of this collective bargaining agreement.

For the period of January 1, 2023 through December 31, 2025 pursuant to 16 V.S.A. Chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangement and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix C-2 of this collective bargaining agreement.

**Pro-ration of Health Care Benefits:** For teachers working less than 1.00 FTE, the Board will prorate the premium contribution for the plan of the teacher's choice. All teachers will receive the same HRA contribution regardless of FTE. This includes teachers working the full school year at less than 1.00 FTE and teachers hired full time after the start of the school year.

11.3 The District shall establish an IRS section 125 account for all eligible deductions. Participation in this plan is at the option of the teacher.

**11.4 Cash in Lieu:**

- A. The Board agrees to pay each employee who is eligible for health insurance but chooses not to participate in the health insurance plan an annual sum of twelve hundred dollars (\$1,200) unless the teacher receives health insurance coverage as the dependent of another person employed within the Rivendell Interstate School District. Any teacher electing this option (\$1,200) must show proof of alternate health insurance for their entire tax family from another source annually prior to the end of open enrollment. New employees electing this option will provide proof of alternative insurance coverage within thirty (30) days of employment.
- B. An employee who receives this benefit shall have this benefit pro-rated per their FTE and number of days worked in the respective year of employment. For example, a sixty percent (60%) FTE employee who only worked 170 days (out of 189 days) would receive  $60\% \times (170/189) \times \$1200 = \$647.62$ .
- C. Teachers who elect to receive this option shall be paid in a lump sum payment on the date nearest the last payroll period in June. If an employee leaves the district prior to the end of the school year, s/he shall receive this benefit prorated for the amount of time worked.

**11.5 Duration of Coverage:** The insurance coverages set forth in this Article shall be in force from September 1 of the contract year until the following August 31, unless the teacher ceases being an employee of the District prior to the expiration date of the teacher's individual teaching contract. If a teacher ceases to be a District employee prior to expiration date of their individual teaching contract the District's obligation to contribute toward the teacher's insurance coverage shall cease immediately upon termination of the employment relationship.

11.6 Effective July 1, 2004, the Board shall provide each teacher with a single dental insurance plan or contribute up to 150% of the cost of a single dental insurance plan toward a multi-person plan. Available plans will be mutually selected by the Association and the Board.

**11.7 Long-Term Disability Insurance:** Teachers shall be entitled to coverage under a long-term disability insurance plan pursuant to the regulations, terms, and conditions of the insurance carrier. Said plan shall provide an eligible teacher, on a monthly basis, with either sixty-six and two-thirds ( $66 \frac{2}{3}\%$ ) of said teacher's salary or Five Thousand Dollars (\$5,000), whichever is less. Said disability plan shall have a ninety (90) calendar day elimination period and will provide benefits to age 67.

The Board shall be responsible for 100% of the premium cost of this long-term disability insurance plan. Each employee shall be offered the choice of whether to have the premium included in the Employee's taxable income otherwise known as "Gross Up."

During the period of time a teacher is receiving long-term disability insurance benefits pursuant to this section, the District will not be responsible for contributing towards the premium costs of any other insurance plan (e.g., health, dental, etc.) provided pursuant to this Agreement.

Once a teacher who has been employed with the district for more than one (1) year and has been receiving a combination of sick leave and long-term disability benefits pursuant to this Agreement for a period of ten (10) consecutive months, said teacher shall no longer be considered an employee of the District, unless doing so would violate the ADA. Once a teacher who has been employed with the district for less than one (1) year and has been receiving a combination of sick leave and long-term disability benefits pursuant to this Agreement for a period of six (6) consecutive months, said teacher shall no longer be considered an employee of the District, unless doing so would violate the ADA.

**11.8 Short-Term Disability Insurance:** Employees shall be entitled to coverage under a short-term disability insurance plan pursuant to the regulations, terms, and conditions of the insurance carrier. Said plan shall provide an eligible employee, on a weekly basis, 60% of basic earnings of said employee's salary with a maximum weekly benefit of \$1,650. Said disability plan shall have a seven (7) calendar day elimination period.

The Board shall be responsible for 100% of the premium cost of this short-term disability insurance plan.

The maximum benefit period commences at the end of the Elimination Period and will continue for the lesser of 12 (twelve) weeks or until long-term disability (LTD) benefits become payable.

**11.9 Life Insurance:**

A. Rivendell School District will provide employee with \$20,000 term life insurance. The employee must be employed for a minimum of twenty (20) hours per week to be eligible for this benefit.

**ARTICLE XII**  
**REDUCTION OF STAFF**

12.1 Whenever the Board, in the exercise of its sole discretion, finds it necessary to reduce the size of the teaching staff of a school for the next school year, the following layoff procedures shall be observed: The Association shall be notified of any contemplated reduction in staff as early as practicable.

12.2 The Board will provide, at the request of the Association, an opportunity to challenge the need for a reduction in staff. This will occur at a meeting before the Board, or a committee thereof, and shall be held prior to a formal Board decision regarding a staff reduction.

12.3 When a teacher's position is eliminated, the teacher will be so notified in writing by April 15 of the school year prior to the effective date of such elimination.

12.4 No Teacher will be laid off under the provision of this Article if the reduction in staff can be accomplished by normal staff turnover. When a position is eliminated, the teacher to be laid off as a result of such elimination will be selected based upon the application of their seniority within the layoff categories noted below.

If teachers are transferred and change employment categories, they will retain their seniority in:

- Pre-K Teachers
- Early Childhood Special Education Teachers (ECSE)
- School Social Workers
- Grades K-6, Classroom Teachers
- Grades K-12, Special Educators (by program/certification).
- Grades K-12, Specialty Assignments that require specific certifications in that content area (by assignment), e.g., art, music, physical education, guidance, nurse, librarian, etc.
- Grades 7-12, Subject Assignment Teachers, by subject of assignment (e.g., language arts, math, science, etc.)



It is understood that should it be necessary to reassign a teacher as a result of a reduction, said teacher must hold the proper teaching license/endorsement for the position to which they are assigned.

#### **12.4.A Positions are reduced.**

(The individual teacher is not reduced, the position they hold is reduced.)

When a position is reduced, displacement may occur using the following procedure:

- 1) Teacher receives, in writing, a notice of the reduction in force.
- 2) Teacher must notify the superintendent, in writing, within 5 days of receipt of reduction in force letter, their desire to exercise displacement rights.
- 3) The seniority list is referenced first by job category (or licensure) and second by years of seniority.
- 4) If the second teacher who received a notice of reduction in force is more senior than someone in another displacement category which they have seniority or a current license, there is a second reduction in force.
- 5) The teacher in the second displacement category receives a Reduction in Force notice.
- 6) This second teacher may exercise displacement rights as listed above.
- 7) The process continues to its logical conclusion.

For example:

##### **Experience seniority:**

Teacher has 10 years of Rivendell experience, 6 years as an elementary (K-6) teacher, 4 years as a special educator.

They are currently a special educator.

They are the least senior special educator.

They receive a notice of her position being RIF'd.

They write to exercise displacement rights.

They then displace the least senior K-6 teacher.

The least senior K-6 teacher then gets a notice of their position being RIF'd.

The process continues until its logical conclusion.

##### **Licensure seniority:**

Teacher has 10 years of Rivendell experience as a high school math teacher. Teacher is also licensed as a science teacher.

They are currently a high school math teacher.

They are the least senior high school math teacher.

They receive a notice of her position being RIF'd.

They write to exercise displacement rights.

They then displace the least senior science teacher because she has a science teacher license.

The least senior science teacher then gets a notice of their position being RIF'd.

The process continues until its logical conclusion.

12.5 For a period of twenty-four (24) months from the effective date of layoff, teachers shall be recalled in the reverse order of layoff to any open position within the layoff category in which they were laid off. When a position becomes open, the Superintendent shall promptly send notification of the open position to the teacher who is eligible for recall by email or certified mail.

It shall be the responsibility of the teacher to provide the District with their current mailing and email addresses while on layoff. If a teacher so notified fails to accept said position within ten (10) calendar days of receipt of notification, the teacher shall be deemed to have declined the position and shall be deemed to have waived all further recall rights. A teacher rehired under the provisions of this Article shall have all previously accrued benefits, as of the time of their layoff, reinstated as of the date they return to active employment.

12.6 Seniority shall be defined as the teacher's most recent period of continuous employment with the District, beginning with the date that the teacher's individual contract (signed by the teacher) is received by the Superintendent's office. On or before November 1<sup>st</sup> of each school year, the District will provide a seniority list to teachers and the Association. Either individual teachers or the Association may file a grievance concerning the seniority list within the time limits noted in the grievance procedure of this Agreement. Failure to grieve the list will constitute acceptance of the list.

### **ARTICLE XIII** **DEDUCTION FROM SALARY**

13.1 The Board agrees to deduct, from the salaries of its Teachers:

- A. Dues for the Rivendell Education Association, the Vermont-NEA, the National Education Association (for members only),
- B. Deductions for the teacher's 403B plan, The District will match up to 3% of an employee's contribution towards a 403b plan. The employee must choose a vendor currently established with the District.
- C. Credit union deductions, and
- D. The District shall automatically deposit the employee's paycheck into their bank account at the employee's option.

13.2 The monies deducted, together with records of any corrections, shall be transmitted to the appropriate organization at the time of the pay period in which deductions were made. Association dues will be sent to the treasurer of the Rivendell Education Association. Deductions shall be made in substantially equal installments during the payment period as chosen by the teacher. Deductions will be made from each paycheck or each paycheck which remains after an authorization is received by the District. Such authorization shall continue in effect from year-to-year unless revoked in writing by the teacher by October 15, of any year.

13.3 The Association shall certify to the Board the amount of dues. Deductions shall be made based upon the District's pay cycle and in a manner convenient for the District's payroll agent.

### **ARTICLE XIV** **GENERAL**

14.1 Whichever party accepts responsibility for producing the final version of this Agreement shall provide the other party with two copies of said Agreement.

14.2 Unless otherwise specified, any formal notice to the Board or the Association, respectively, under this Agreement, will be given in writing either by hand delivery or certified mail to the President of the Association and the Superintendent of Schools, respectively.

**ARTICLE XV**  
**SEVERABILITY**

15.1 If any provisions of the Agreement or any application thereof to any Teacher or group of Teachers is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than thirty (30) days after such holding to renegotiate the provision or provisions affected.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS**

16.1

- A. It is herein agreed, that except as specifically and directly modified by the express language in a specific provision of this Agreement or otherwise mutually agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools, and the control, supervision, and direction of the staff are vested exclusively in the Board. By way of example, these rights shall include, but shall not be limited to, the sole discretion and authority to:
1. establish the curricula, methodology and standards for teaching;
  2. determine the qualifications for each position;
  3. hire, plan, direct, schedule, assign, transfer and control work assignments and duties;
  4. establish evaluation criteria and processes;
  5. establish and modify the schedules for the teacher work year, student school year, teacher workday and student school day (including starting and ending dates of the work/school year and starting and ending times of the work/student day);
  6. establish and modify payroll schedules and methods for recording teacher attendance and punctuality;
  7. determine the means, methods, processes, and materials necessary to deliver the services provided by the District, including the subcontracting of bargaining unit work (on-site, off-site or via distance learning technology) except to the extent that the right to subcontract is limited by 16.1B, however, no layoffs will occur as a result of subcontracting;
  8. create, revise and eliminate positions;
  9. discipline, suspend, discharge and non-renew teachers;
  10. determine the size and composition of the staff;
  11. determine the number and location of classrooms, buildings, facilities and physical plant(s);
  12. determine the quantity and type of equipment to be used in the District's operation;
  13. establish, modify, implement, and enforce District policies, and personnel work rules and regulations not in conflict with the terms of this Agreement.

- D. The Board shall have the right to subcontract (a/k/a, contract out, privatize) only the following services – physical & occupational therapist, special education teachers, teachers of the hearing impaired, informational systems (i.e., computer/technology) and teachers/coordinators. This right shall exist provided no current District teacher is qualified and available to provide said services. The REA and the District may agree to a memorandum of understanding in the event that a position recognized by the collective bargaining agreement needs to be subcontracted.

16.2 The Board's exercise of any retained right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

## **ARTICLE XVII**

### **DURATION**

17.1 Unless otherwise noted, the provisions of this Agreement shall be effective July 1, 2025 through June 30, 2028.

17.2 In the event that negotiations for a successor Agreement have not been completed by the time this Agreement expires, the parties hereby agree to extend the provisions of said agreement beyond its expiration date until such time as negotiations have been completed. Provided, however, that vertical step increases will not be provided after said expiration. [see §17.3]

17.3 Experience steps on the Salary Schedule shall not be granted if a successor agreement has not been ratified by the Board and the Association. Upon ratification, experience steps shall be implemented retroactively unless the terms of the Agreement specify otherwise. Column changes for educational attainment shall be implemented pursuant to the terms of the Agreement regardless of the status of successor agreement.

**IN WITNESS WHEREOF**, the parties hereunto affix their signatures.

RIVENDELL BOARD OF SCHOOL DIRECTORS

BY: \_\_\_\_\_

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

RIVENDELL EDUCATION ASSOCIATION

BY: \_\_\_\_\_

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

## Appendix A-1

# RIVENDELL 2025-2026 SALARY SCHEDULE

| FY26 Wage Grid |       |          |        |          |        |          |       |          |        |          |        |          |
|----------------|-------|----------|--------|----------|--------|----------|-------|----------|--------|----------|--------|----------|
| Step           | BA/BS |          | 1 B+15 |          | 2 B+30 |          | 3 M   |          | 4 M+15 |          | 5 M+30 |          |
| 1              | 1     | \$46,572 | 1.045  | \$48,668 | 1.090  | \$50,763 | 1.135 | \$52,859 | 1.18   | \$54,955 | 1.225  | \$57,051 |
| 2              | 1.045 | \$48,668 | 1.09   | \$50,763 | 1.135  | \$52,859 | 1.18  | \$54,955 | 1.225  | \$57,051 | 1.27   | \$59,146 |
| 3              | 1.09  | \$50,763 | 1.135  | \$52,859 | 1.18   | \$54,955 | 1.225 | \$57,051 | 1.27   | \$59,146 | 1.315  | \$61,242 |
| 4              | 1.135 | \$52,859 | 1.18   | \$54,955 | 1.225  | \$57,051 | 1.27  | \$59,146 | 1.315  | \$61,242 | 1.36   | \$63,338 |
| 5              | 1.18  | \$54,955 | 1.225  | \$57,051 | 1.27   | \$59,146 | 1.315 | \$61,242 | 1.36   | \$63,338 | 1.405  | \$65,433 |
| 6              | 1.225 | \$57,051 | 1.27   | \$59,146 | 1.315  | \$61,242 | 1.36  | \$63,338 | 1.405  | \$65,433 | 1.45   | \$67,529 |
| 7              | 1.27  | \$59,146 | 1.315  | \$61,242 | 1.36   | \$63,338 | 1.405 | \$65,433 | 1.45   | \$67,529 | 1.495  | \$69,625 |
| 8              | 1.315 | \$61,242 | 1.36   | \$63,338 | 1.405  | \$65,433 | 1.45  | \$67,529 | 1.495  | \$69,625 | 1.54   | \$71,721 |
| 9              | 1.36  | \$63,338 | 1.405  | \$65,433 | 1.45   | \$67,529 | 1.495 | \$69,625 | 1.54   | \$71,721 | 1.585  | \$73,816 |
| 10             | 1.405 | \$65,433 | 1.45   | \$67,529 | 1.495  | \$69,625 | 1.54  | \$71,721 | 1.585  | \$73,816 | 1.63   | \$75,912 |
| 11             | 1.45  | \$67,529 | 1.495  | \$69,625 | 1.54   | \$71,721 | 1.585 | \$73,816 | 1.63   | \$75,912 | 1.675  | \$78,008 |
| 12             | 1.495 | \$69,625 | 1.54   | \$71,721 | 1.585  | \$73,816 | 1.63  | \$75,912 | 1.675  | \$78,008 | 1.72   | \$80,104 |
| 13             | 1.54  | \$71,721 | 1.585  | \$73,816 | 1.63   | \$75,912 | 1.675 | \$78,008 | 1.72   | \$80,104 | 1.765  | \$82,199 |
| 14             | 1.585 | \$73,816 | 1.63   | \$75,912 | 1.675  | \$78,008 | 1.72  | \$80,104 | 1.765  | \$82,199 | 1.81   | \$84,295 |
| 15             |       |          | 1.675  | \$78,008 | 1.72   | \$80,104 | 1.765 | \$82,199 | 1.81   | \$84,295 | 1.855  | \$86,391 |
| 16             |       |          |        |          | 1.765  | \$82,199 | 1.81  | \$84,295 | 1.855  | \$86,391 | 1.9    | \$88,487 |
| 17             |       |          |        |          |        |          | 1.855 | \$86,391 | 1.9    | \$88,487 | 1.945  | \$90,582 |
| 18             |       |          |        |          |        |          | 1.9   | \$88,487 | 1.945  | \$90,582 | 1.99   | \$92,678 |
|                |       |          |        |          |        |          |       |          |        |          |        |          |
|                |       |          |        |          |        |          |       |          |        |          |        |          |

**Off Grid in FY26: Amy Fahey, Barbara Griffin, Nancy Hall, Eric Reichert, Paul Ronci, Kirsten Surprenant, Emily Waterman**

On step with off grid pay (see individual letter for specific rates)

Per diem BA+30, Step 5:  $\$59,146 / 189 \text{ days} = \$312.94 / 7.5 \text{ hours per day} = \$41.73 \text{ per hour}$

## Appendix A-2

# RIVENDELL 2026-2027 SALARY SCHEDULE

| FY27 Wage Grid |       |          |        |          |        |          |       |          |        |          |        |          |
|----------------|-------|----------|--------|----------|--------|----------|-------|----------|--------|----------|--------|----------|
| Step           | BA/BS |          | 1 B+15 |          | 2 B+30 |          | 3 M   |          | 4 M+15 |          | 5 M+30 |          |
| 1              | 1     | \$48,356 | 1.045  | \$50,532 | 1.090  | \$52,708 | 1.135 | \$54,884 | 1.18   | \$57,060 | 1.225  | \$59,236 |
| 2              | 1.045 | \$50,532 | 1.09   | \$52,708 | 1.135  | \$54,884 | 1.18  | \$57,060 | 1.225  | \$59,236 | 1.27   | \$61,412 |
| 3              | 1.09  | \$52,708 | 1.135  | \$54,884 | 1.18   | \$57,060 | 1.225 | \$59,236 | 1.27   | \$61,412 | 1.315  | \$63,588 |
| 4              | 1.135 | \$54,884 | 1.18   | \$57,060 | 1.225  | \$59,236 | 1.27  | \$61,412 | 1.315  | \$63,588 | 1.36   | \$65,764 |
| 5              | 1.18  | \$57,060 | 1.225  | \$59,236 | 1.27   | \$61,412 | 1.315 | \$63,588 | 1.36   | \$65,764 | 1.405  | \$67,940 |
| 6              | 1.225 | \$59,236 | 1.27   | \$61,412 | 1.315  | \$63,588 | 1.36  | \$65,764 | 1.405  | \$67,940 | 1.45   | \$70,116 |
| 7              | 1.27  | \$61,412 | 1.315  | \$63,588 | 1.36   | \$65,764 | 1.405 | \$67,940 | 1.45   | \$70,116 | 1.495  | \$72,292 |
| 8              | 1.315 | \$63,588 | 1.36   | \$65,764 | 1.405  | \$67,940 | 1.45  | \$70,116 | 1.495  | \$72,292 | 1.54   | \$74,468 |
| 9              | 1.36  | \$65,764 | 1.405  | \$67,940 | 1.45   | \$70,116 | 1.495 | \$72,292 | 1.54   | \$74,468 | 1.585  | \$76,644 |
| 10             | 1.405 | \$67,940 | 1.45   | \$70,116 | 1.495  | \$72,292 | 1.54  | \$74,468 | 1.585  | \$76,644 | 1.63   | \$78,820 |
| 11             | 1.45  | \$70,116 | 1.495  | \$72,292 | 1.54   | \$74,468 | 1.585 | \$76,644 | 1.63   | \$78,820 | 1.675  | \$80,996 |
| 12             | 1.495 | \$72,292 | 1.54   | \$74,468 | 1.585  | \$76,644 | 1.63  | \$78,820 | 1.675  | \$80,996 | 1.72   | \$83,172 |
| 13             | 1.54  | \$74,468 | 1.585  | \$76,644 | 1.63   | \$78,820 | 1.675 | \$80,996 | 1.72   | \$83,172 | 1.765  | \$85,348 |
| 14             | 1.585 | \$76,644 | 1.63   | \$78,820 | 1.675  | \$80,996 | 1.72  | \$83,172 | 1.765  | \$85,348 | 1.81   | \$87,524 |
| 15             |       |          | 1.675  | \$80,996 | 1.72   | \$83,172 | 1.765 | \$85,348 | 1.81   | \$87,524 | 1.855  | \$89,700 |
| 16             |       |          |        |          | 1.765  | \$85,348 | 1.81  | \$87,524 | 1.855  | \$89,700 | 1.9    | \$91,876 |
| 17             |       |          |        |          |        |          | 1.855 | \$89,700 | 1.9    | \$91,876 | 1.945  | \$94,052 |
| 18             |       |          |        |          |        |          | 1.9   | \$91,876 | 1.945  | \$94,052 | 1.99   | \$96,228 |

Off Grid in FY27: Barbara Griffin, Nancy Hall, Eric Reichert, Kirsten Surprenant, Amy Fahey

On step with off grid pay (see individual letter for specific rates)

Per diem BA+30, Step 5:  $\$61,412 / 189 \text{ days} = \$324.93 / 7.5 \text{ hours per day} = \$43.32 \text{ per hour}$

# Appendix A-3

## RIVENDELL 2027-2028 SALARY SCHEDULE

| FY28 Wage Grid |       |          |        |          |        |          |       |          |       |          |       |           |
|----------------|-------|----------|--------|----------|--------|----------|-------|----------|-------|----------|-------|-----------|
| Step           | BA/BS | 1 B+15   | 2 B+30 | 3 M      | 4 M+15 | 5 M+30   |       |          |       |          |       |           |
| 1              | 1     | \$50,416 | 1.045  | \$52,684 | 1.090  | \$54,953 | 1.135 | \$57,222 | 1.18  | \$59,490 | 1.225 | \$61,759  |
| 2              | 1.045 | \$52,684 | 1.09   | \$54,953 | 1.135  | \$57,222 | 1.18  | \$59,490 | 1.225 | \$61,759 | 1.27  | \$64,028  |
| 3              | 1.09  | \$54,953 | 1.135  | \$57,222 | 1.18   | \$59,490 | 1.225 | \$61,759 | 1.27  | \$64,028 | 1.315 | \$66,296  |
| 4              | 1.135 | \$57,222 | 1.18   | \$59,490 | 1.225  | \$61,759 | 1.27  | \$64,028 | 1.315 | \$66,296 | 1.36  | \$68,565  |
| 5              | 1.18  | \$59,490 | 1.225  | \$61,759 | 1.27   | \$64,028 | 1.315 | \$66,296 | 1.36  | \$68,565 | 1.405 | \$70,834  |
| 6              | 1.225 | \$61,759 | 1.27   | \$64,028 | 1.315  | \$66,296 | 1.36  | \$68,565 | 1.405 | \$70,834 | 1.45  | \$73,103  |
| 7              | 1.27  | \$64,028 | 1.315  | \$66,296 | 1.36   | \$68,565 | 1.405 | \$70,834 | 1.45  | \$73,103 | 1.495 | \$75,371  |
| 8              | 1.315 | \$66,296 | 1.36   | \$68,565 | 1.405  | \$70,834 | 1.45  | \$73,103 | 1.495 | \$75,371 | 1.54  | \$77,640  |
| 9              | 1.36  | \$68,565 | 1.405  | \$70,834 | 1.45   | \$73,103 | 1.495 | \$75,371 | 1.54  | \$77,640 | 1.585 | \$79,909  |
| 10             | 1.405 | \$70,834 | 1.45   | \$73,103 | 1.495  | \$75,371 | 1.54  | \$77,640 | 1.585 | \$79,909 | 1.63  | \$82,177  |
| 11             | 1.45  | \$73,103 | 1.495  | \$75,371 | 1.54   | \$77,640 | 1.585 | \$79,909 | 1.63  | \$82,177 | 1.675 | \$84,446  |
| 12             | 1.495 | \$75,371 | 1.54   | \$77,640 | 1.585  | \$79,909 | 1.63  | \$82,177 | 1.675 | \$84,446 | 1.72  | \$86,715  |
| 13             | 1.54  | \$77,640 | 1.585  | \$79,909 | 1.63   | \$82,177 | 1.675 | \$84,446 | 1.72  | \$86,715 | 1.765 | \$88,983  |
| 14             | 1.585 | \$79,909 | 1.63   | \$82,177 | 1.675  | \$84,446 | 1.72  | \$86,715 | 1.765 | \$88,983 | 1.81  | \$91,252  |
| 15             |       |          | 1.675  | \$84,446 | 1.72   | \$86,715 | 1.765 | \$88,983 | 1.81  | \$91,252 | 1.855 | \$93,521  |
| 16             |       |          |        |          | 1.765  | \$88,983 | 1.81  | \$91,252 | 1.855 | \$93,521 | 1.9   | \$95,790  |
| 17             |       |          |        |          |        |          | 1.855 | \$93,521 | 1.9   | \$95,790 | 1.945 | \$98,058  |
| 18             |       |          |        |          |        |          | 1.9   | \$95,790 | 1.945 | \$98,058 | 1.99  | \$100,327 |

Off Grid in FY28: Barbara Griffin, Eric Reichert, Kirsten Surprenant

On step with off grid pay (see individual letter for specific rates)

Per diem BA+30, Step 5: \$64,028/189 days = \$338.77/7.5 hours per day = \$45.17 per hour



**Appendix B-1**  
**Rivendell Co-Curricular Salaries**  
**2025-2028**

**Extra-Curricular Compensation Schedule for Rivendell Interstate School District**  
**2025-2028**

| <i>Extra-curricular stipend Increase rates<br/>as per Section 5.4C</i> |                 |         |               |
|--|-----------------|---------|---------------|
| year   | BA 30 Step<br>5 | Change  | %<br>increase |
| 2024-25  | \$56,632        |         |               |
| 2025-26  | \$59,146        | \$2,514 | 4.4%          |
| 2026-27  | \$61,412        | \$2,266 | 3.8%          |
| 2027-28  | \$64,028        | \$2,616 | 4.3%          |

| <b>Extra - Curricular Compensation Schedule for RISD 2025-2028</b> |            |         |         |         |         |         |         |
|--|------------|---------|---------|---------|---------|---------|---------|
|  | % increase | Track 6 | Track 5 | Track 4 | Track 3 | Track 2 | Track 1 |
| 2024-25  |            | \$4,823 | \$4,133 | \$2,870 | \$1,952 | \$1,493 | \$919   |
| 2025-26  | 4.4%       | \$5,037 | \$4,316 | \$2,997 | \$2,039 | \$1,559 | \$960   |
| 2026-27  | 3.8%       | \$5,230 | \$4,482 | \$3,112 | \$2,117 | \$1,619 | \$997   |
| 2027-28  | 4.3%       | \$5,453 | \$4,673 | \$3,245 | \$2,207 | \$1,688 | \$1,039 |

**Extra-Curricular Groups**

**Track 6:** Varsity Basketball

**Track 5:** (includes varsity athletics with typically more than 12 events): Varsity Soccer, Varsity Baseball/Softball

**Track 4:** (includes other varsity athletics and junior varsity athletics, etc.): JV Basketball, JV Soccer, Spring High School Play Director, Fall High School Play Director

**Track 3:** (includes junior varsity and 7<sup>th</sup> & 8<sup>th</sup> grades athletics, etc.): Varsity Golf, JV Baseball/Softball, Cross Country, 7<sup>th</sup> & 8<sup>th</sup> Basketball, 7<sup>th</sup> & 8<sup>th</sup> Soccer, 7<sup>th</sup> & 8<sup>th</sup> Baseball/Softball, Special Olympics, Yearbook Advisor, Fitness Room Supervisor, French Trip, Spanish Trip, Science Trip

**Track 2:** (includes other sports and co-curricular activities): Developmental Golf, Eco Club, Fencing, Robotics, Fall Elementary/Middle School Play Director, Spring Play Assistant, Elementary Play Director, Maker's Club, Senior Class Advisors (pool)

**Track 1:** (includes extended trips, advisory team leaders, other club advisors, etc.): Student Government Advisor, Advisory Team leader, National Honor Society Advisor

**Notes on co-curricular salaries:**

1. This schedule will be used for supervisor and/or assistants of funded co-curricular activities.
2. Track placement for each position is based primarily on the coach/advisor's required time commitment and the typical number of annual games/events.

**Per Article 5.4.B:** During the life of this Agreement, the Board shall have the discretion to (1) determine which existing co-curricular activities are offered or not offered, (2) which new activities are added, and (3) the salary assigned to any new activity.

## **Appendix C-1**

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 service requiring a professional administrator's license from the AOE.
- c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

### **ARTICLE III** **SCOPE OF BARGAINING**

3.1

- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
- b) Standardizing the duration of health insurance coverage during a term of employment;
- c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time;

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

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

#### **ARTICLE IV PLAN OFFERINGS**

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

#### **ARTICLE V ELIGIBILITY FOR HEALTH BENEFIT COVERAGE**

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

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

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

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

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

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

Domestic Partner/Child[ren] of Domestic Partner:

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

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

Child[ren] of Domestic Partner:

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

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

## **ARTICLE VI**

### **PREMIUM COST-SHARING : EMPLOYERS AND EMPLOYEES**

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

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

**ARTICLE VII**  
**OUT-OF-POCKET COST SHARING : EMPLOYERS AND EMPLOYEES**

7.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through an HRA in the following amounts: for licensed administrators and teachers: \$2,100 for single-tier coverage and \$4,200 for all other tiers of coverage; for support staff \$2,200 for single-tier coverage and \$4,400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP of 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 teacher and administrators: \$2,100 for a single-tier and \$4,200 for all other tiers; for support staff \$2,200 for a single-tier and \$4,400 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 for herein.

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

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

**ARTICLE IX**  
**GENERAL**

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

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

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

## **ARTICLE X**

### **DURATION OF STATEWIDE DOCUMENT**

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

## **APPENDIX C-2**

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

### **Article I. Recognition:**

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

## **Article II. Definitions:**

2.1 The term School Employee is hereby defined to mean:

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees), excluding superintendents, who provide educational services requiring a professional administrator's license from AOE.
- c) All Other School Employees as defined in 21 V.S.A. Section 1502, including:
  - 1. Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722;
  - 2. An individual employed as a supervisor as defined in 21 V.S.A. Section 1502;
  - 3. A confidential employee as defined in 21 V.S.A. Section 1722;
  - 4. A certified employee of a school employer and
  - 5. Any other permanent employee of a school employer not covered by subdivisions 1-4 of this subsection (c).

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

3.1 The Commissioner's scope of bargaining shall include:

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

## **Article IV. Limited Jurisdiction:**

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

## **Article V. Plan Offerings:**

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



## **Article VI. Eligibility Standards:**

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

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

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

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

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

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

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

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

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

7.2 For all Other School Employees as defined in section 2.1c: Beginning on January 1, 2023, and on each January 1 for the duration of this Agreement, all employees covered by this section 7.2 who are not at the 20% premium contribution level will increase the employee contribution by one (1%) percent but not to exceed twenty

(20%) of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

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

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

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

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

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

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

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

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

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

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

#### **Article XI. Grievance Procedure**

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

#### **Article XII. Incorporation by Reference:**

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

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

#### **Article XIII. Disclaimer:**

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

#### **Article XIV Duration:**

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

Appendix C-3

**EXTENSION AGREEMENT**

This Extension Agreement ("Extension") is dated as of March 18, 2024 by and between the Employee Commissioners and the Employer Commissioners of the Commission on Public School Employee Health Benefits (collectively, the "Parties").

WHEREAS the Parties entered into the "Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61 For The Period of January 1, 2023 through December 31, 2025" on December 29, 2021 ("Original Agreement").


WHEREAS the Parties hereby agree to extend the term of the Original Agreement in accordance with Article XIV of the Original Agreement as well as the terms provided herein.

In consideration of the mutual covenants contained herein, the Parties mutually covenant and agree as follows:

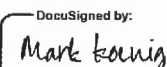
- The Original Agreement, which is attached hereto as a part of this Extension, will end on December 31, 2025.
  - The Parties agree to extend the Original Agreement for an additional period, which will begin immediately upon the expiration of the original time period and will end on December 31, 2027.
  - This Extension binds and benefits the Parties and any successors or assigns. This document, including the attached Original Agreement, is the entire agreement between the Parties.
- All other terms and conditions of the Original Agreement remain unchanged.

Michael Campbell

Co-Chair, Commission on Public School Employee Health Benefits

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Mark Koenig

Co-Chair, Commission on Public School Employee Health Benefits

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