

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

Teacher Unit

VERMONT-NEA/NEA

July 1, 2022 – June 30, 2025

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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 his/her 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 paraprofessionals of the Rivendell 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."

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 Rivendell School District and the period of unbroken service to the Rivendell School District provided the two terms of service are consecutive and unbroken.

1.4 By October 1st the Board shall provide the Association a list of all members of the bargaining unit. By November 1st, 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 1st 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 her/his 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 Board expense, of such contents. A teacher will be entitled to have a representative of the Association accompany him/her during such review.

3.5 **Personnel File Content:** No material derogatory to a Teacher's conduct, services, character, or personality will be placed in his/her personnel file unless the Teacher has had an opportunity to review the material. The Teacher will acknowledge that he/she has had a chance to review such material by affixing his/her 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 his/her answer will be reviewed by the superintendent or his/her 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 his/her 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 earlier than April 15. If April 15 falls on a non-business day, contracts will be issued on 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 1st. Failure of a teacher to return his/her 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 assigned or reassigned for the next school year must be notified of their assignment by April 15th 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 his/her 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 his/her seniority counted as retroactive to his/her original date of hire. Teachers issued a contract for a period of one (1) year or less shall be excluded from the sick bank.

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 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 his/her 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 **Provisional/Emergency Licenses:** On or before April 1st of the year in which his/her temporary license (e.g., provisional or emergency) expires, a teacher holding a temporary license shall provide proof to the Superintendent that he/she has either (A.) been issued either a Level I or

Level II license for the next school year, or (B.) that he/she is scheduled to complete all requirements for such license by August 1st. If the teacher presents proof of option (B.) herein, on or before August 1st, the teacher must provide the Superintendent written verification from the Vermont Agency of Education that the teacher has satisfied all license requirements.

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 his/her 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 his/her 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. The principal shall arrange for a meeting with the grievant and the Association's Grievance Committee to take place within ten (10) days of his/her receipt of the grievance. The principal 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 I 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 his/her 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 his/her receipt of the grievance. The superintendent shall render a decision in writing, giving

reasons upon which his/her 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 his/her 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 his/her 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 his/her regular assignment, he/she 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 in accordance with their educational and experience levels as determined by the Superintendent. Teachers who have been actively engaged in providing teaching services for the District for at least one-half of the scheduled school year, 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). When there is no ratified contract for a succeeding school year, step increments will be determined under the terms of Section 17.2.
- B.
 1. Credit for salary schedule column advancement shall be awarded only for graduate college courses which (1) are approved in advance by the Superintendent, and (2) are a part of a program of professional improvement and growth which is consistent with the District's "Action Plan," the general educational needs of the District. The Superintendent shall have the sole discretion to determine whether the teacher's program in a particular course is consistent with the District's Action Plan, or the general educational needs of the District. Credit for salary schedule advancement shall be awarded only for graduate course credits awarded by an accredited college or university unless the Superintendent, at his/her sole discretion, determines that special circumstances exist which warrant granting a teacher schedule advancement based on undergraduate course work. 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.
 2. In addition to the salary schedule advancement provided by 5.1B1 above, a teacher who is on the MA, MA+15 or MA+30 columns, or who maintains National Board Certification (NBPTS), may utilize non-college credit workshops for salary schedule advancement under the following conditions.

- (i) The workshop satisfies the criteria and is approved by the Superintendent as noted in 5.1B1.
- (ii) The workshop is not a Rivendell in-service workshop.
- (iii) Fifteen workshop hours will be given the equivalent of one (1) college credit for salary schedule advancement purposes.

3. 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. In other words, the credits cannot be used twice for column movement.

4. 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 as noted in 5.1B1.

C. All teachers who hold National Board Certification will receive a stipend of \$1,000.

5.2 A. Teachers who teach an extra class during their planning/preparation time shall be paid \$35.00/hour.

5.3 Whenever a teacher is selected by the administration to serve as a mentor for a newly hired teacher, he/she shall be paid a stipend of one thousand dollars (\$1,000) per year (pro-rated for part-time or partial year service). Reasonable mentoring duties shall be as 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 4% in 2022-2023, 2% in 2023-2024 and 2% in 2024-2025.
- D. When a teacher is requested by the administration to work beyond their contracted days – including, but not limited to work on curriculum, committees, and student orientations – said teacher shall be paid \$35.00 per hour.

5.5 Paycheck Issuance:

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

5.6 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. On the two (2) Vermont NEA Fall Convention days if they exist, teachers will either attend workshops at the Convention or will participate in in-service activities as structured by the District. Teachers attending workshops at the Convention will provide verification of such attendance.

5.7 Work Day:

- A. The "core" teacher workday shall be seven- and one-half hours. 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 his/her 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 two (2) full professional development days for classroom set-up prior to students returning from summer break.
- B. The District shall notify teachers of the workday schedule by the end of the first week in August.

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.

- C. When members of the teacher bargaining unit agree to work in the District's After School or Summer Programs said teachers will be paid thirty-five (\$35.00) per hour. 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 summer, after school or teaching contract. If such action is taken, Articles III and IV of the CBA will be applicable.

5.8 **Part-Time Pro-ration:**

- A. 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. A part-time teacher shall have his/her compensation and benefits prorated 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. 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 his/her 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 \div 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 trimester 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.

5.9 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.

5.10 **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 his/her 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	

5.11 **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.

5.12 **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 5.2A of this agreement for all but 15 minutes of planning time before and after the student school day.

5.13 **Part-time Teachers:** If a part-time teacher is to be assigned a daily schedule which includes unpaid time gaps during the workday, the teacher will be so notified on or before July 1st; if so notified the teacher may elect to be released from his/her contract and will be released without penalty.

5.14 **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.

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.
- C. A teacher may use up to ten (10) days (per school year) of 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.
- D. Each Teacher shall be notified in writing during the month of September and on at least two additional occasions before June 30th of his/her accumulated sick leave to date. In the event that this information is available on paystubs, that shall serve as the required notifications under this section.
- E. The use of sick leave shall only be for bona fide illness of the Teacher or their family. It may not be used for non-emergency doctor/dental visits (i.e., use for medical/dental appointments shall be limited to either emergency situations or for appointments that cannot be scheduled during non-working hours). After the consecutive use of five or more days or if the Superintendent has reason to believe the abuse of sick leave, 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.
- F. 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.
- G. Sick Bank:
 - 1) A sick leave bank shall be created and maintained to provide paid sick leave for any participating teacher who has used his/her own accumulated sick

leave days and is stricken with a serious illness or disability which prevents him/her from carrying out his/her teaching duties.

- 2) Each teacher shall become a participating member of the sick leave bank by contributing two (2) sick days from his/her 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 his/her 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 his/her 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) he/she has exhausted all other accumulated sick leave, and
 - b) he/she has 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.

6.2 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 his/her accumulated sick leave to offset the difference between the Worker's Compensation benefits and his/her 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.

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 his/her pay for each day pro-rated by his/her 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 an unpaid leave of absence for the duration of the current school year provided he/she 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 his/her return from such leave, and he/she shall be assigned to the same position, or substantially comparable position, if available in the same school from which he/she 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 he/she took leave. At the discretion of the Board, he/she shall be placed on the salary schedule at the level he/she 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 him/her upon return from such leave, and he/she shall be assigned to the same position, if available, which he/she held at the time his/her 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 he/she took leave. All benefits to which a Teacher was entitled at the time such leave of absence commenced shall be restored to him/her 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 fifty-five thousand dollars (\$55,000) 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 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 his/her 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 him/her, but his his/her 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:**

- A. The superintendent will notify teachers of newly created positions and/or school vacancies through an electronic posting(s).
- B. Teachers who desire a change in position or transfer to another building may file a written statement of such desire with the superintendent not later than ten (10) days following posting of such opening.
- C. The District will consider requests from teachers for voluntary reassignments.

10.2 **Involuntary:** Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable. In the event that a teacher is involuntarily transferred or reassigned 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 or reassignment.

10.3 **Vacancy Postings:** The Board will notify the President of the Association of newly created positions and/or vacancies within the district for which members of the faculty may apply through an electronic posting(s). During the summer, such notice shall be electronically posted.

ARTICLE XI **INSURANCE**

11.1 In the event that both spouses (or the teacher and his/her 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.

A. 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.

B. **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 his/her 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 his/her 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 his/her 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:

- A. 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 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.
- B. 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."
- C. 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.
- D. 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 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 his/her seniority within the

layoff categories noted below. 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 he/she is assigned.

- 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.)

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 his/her 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 his/her layoff, reinstated as of the date he/she returns 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 1st 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,
- C. Credit union deductions, and
- D. The District shall automatically deposit the employee's paycheck into his/her 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.
- B. 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, 2022 through June 30, 2025.

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: Nov. 17, 2022

RIVENDELL EDUCATION ASSOCIATION

BY: 

DATE: 11/18/22

Appendix A-1

RIVENDELL 2022-2023 SALARY SCHEDULE

Step	B	B+15	B+30	M	M+15	M+30					
1	1.000	\$40,805	1.045	1.090	\$44,478	1.135	\$46,314	1.180	\$48,150	1.225	\$49,987
2	1.045	\$42,642	1.090	1.135	\$46,314	1.180	\$48,150	1.225	\$49,987	1.270	\$51,823
3	1.090	\$44,478	1.135	1.180	\$48,150	1.225	\$49,987	1.270	\$51,823	1.315	\$53,659
4	1.135	\$46,314	1.180	1.225	\$49,987	1.270	\$51,823	1.315	\$53,659	1.360	\$55,495
5	1.180	\$48,150	1.225	1.270	\$51,823	1.315	\$53,659	1.360	\$55,495	1.405	\$57,331
6	1.225	\$49,987	1.270	1.315	\$53,659	1.360	\$55,495	1.405	\$57,331	1.450	\$59,168
7	1.270	\$51,823	1.315	1.360	\$55,495	1.405	\$57,331	1.450	\$59,168	1.495	\$61,004
8	1.315	\$53,659	1.360	1.405	\$57,331	1.450	\$59,168	1.495	\$61,004	1.540	\$62,840
9	1.360	\$55,495	1.405	1.450	\$59,168	1.495	\$61,004	1.540	\$62,840	1.585	\$64,676
10	1.405	\$57,331	1.450	1.495	\$61,004	1.540	\$62,840	1.585	\$64,676	1.630	\$66,513
11	1.450	\$59,168	1.495	1.540	\$62,840	1.585	\$64,676	1.630	\$66,513	1.675	\$68,349
12	1.495	\$61,004	1.540	1.585	\$64,676	1.630	\$66,513	1.675	\$68,349	1.720	\$70,185
13			1.585	1.630	\$66,513	1.675	\$68,349	1.720	\$70,185	1.765	\$72,021
14			1.630	1.630	\$66,513	1.675	\$68,349	1.720	\$70,185	1.765	\$72,021
15						1.720	\$70,185	1.765	\$72,021	1.810	\$73,858
16						1.765	\$72,021	1.810	\$73,858	1.855	\$75,694

Teachers new to the Rivendell Interstate School District with no prior teaching experience will begin on Step 2.

Teachers off step shall receive a 6% increase from their 2021-2022 salary. Teachers new to the District who are off-step shall receive 6% over the 2021-2022 highest step in their educational attainment column.

The following teachers are off step in 2022-2023: Kellie Latulippe, Brian Boardman, Gail Keefer, Jennifer Ellis, Anna Alden, Bonnie Blake, Joyce Russell, Creigh Moffatt, Eric Reichert, Heidi Nichols, Margaret Fix, Paul Ronci, Robin Rowell, Gayle Justynski, Emily Waterman, Ann O'Hearn, William Hibler, Barbara Griffin, Gabriele Martino, Kathleen McGowan, Kirsten Surprenant, Nancy Hall, Peter Tice, and Tracy Martel

Appendix A-2

RIVENDELL 2023-2024 SALARY SCHEDULE

Step	B	B+15	B+30	M	M+15	M+30						
1	1.000	\$43,014	1.045	\$44,950	1.090	\$46,885	1.135	\$48,821	1.180	\$50,757	1.225	\$52,692
2	1.045	\$44,950	1.090	\$46,885	1.135	\$48,821	1.180	\$50,757	1.225	\$52,692	1.270	\$54,628
3	1.090	\$46,885	1.135	\$48,821	1.180	\$50,757	1.225	\$52,692	1.270	\$54,628	1.315	\$56,564
4	1.135	\$48,821	1.180	\$50,757	1.225	\$52,692	1.270	\$54,628	1.315	\$56,564	1.360	\$58,499
5	1.180	\$50,757	1.225	\$52,692	1.270	\$54,628	1.315	\$56,564	1.360	\$58,499	1.405	\$60,435
6	1.225	\$52,692	1.270	\$54,628	1.315	\$56,564	1.360	\$58,499	1.405	\$60,435	1.450	\$62,370
7	1.270	\$54,628	1.315	\$56,564	1.360	\$58,499	1.405	\$60,435	1.450	\$62,370	1.495	\$64,306
8	1.315	\$56,564	1.360	\$58,499	1.405	\$60,435	1.450	\$62,370	1.495	\$64,306	1.540	\$66,242
9	1.360	\$58,499	1.405	\$60,435	1.450	\$62,370	1.495	\$64,306	1.540	\$66,242	1.585	\$68,177
10	1.405	\$60,435	1.450	\$62,370	1.495	\$64,306	1.540	\$66,242	1.585	\$68,177	1.630	\$70,113
11	1.450	\$62,370	1.495	\$64,306	1.540	\$66,242	1.585	\$68,177	1.630	\$70,113	1.675	\$72,049
12	1.495	\$64,306	1.540	\$66,242	1.585	\$68,177	1.630	\$70,113	1.675	\$72,049	1.720	\$73,984
13			1.585	\$68,177	1.630	\$70,113	1.675	\$72,049	1.720	\$73,984	1.765	\$75,920
14			1.675	\$72,049	1.720	\$73,984	1.765	\$75,920	1.810	\$77,856		
15				1.720	1.765	\$73,984	1.765	\$75,920	1.810	\$77,856		
16				1.765	1.810	\$75,920	1.810	\$77,856	1.855	\$79,791		

Teachers new to the Rivendell Interstate School District with no prior teaching experience will begin on Step 2.

Teachers off step shall receive a 7% increase from their 2022-2023 salary. Teachers new to the District who are off-step shall receive 7% increase over the 2022-2023 highest step in their educational attainment column.

The following teachers are off step in 2023-2024: Jennifer Bottum, Caroline McCrave, Kerry Browne, Kellie Latulippe, Brian Boardman, Gail Keefer, Jennifer Ellis, Anna Alden, Bonnie Blake, Joyce Russell, Creigh Moffatt, Eric Reichert, Heidi Nichols, Margaret Fix, Paul Ronci, Robin Rowell, Gayle Justynski, Emily Waterman, Ann O'Hearn, William Hibler, Barbara Griffin, Gabriele Martino, Kathleen McGowan, Kirsten Surprenant, Nancy Hall, Peter Tice, and Tracy Martel

Appendix A-3

RIVENDELL 2024-2025 SALARY SCHEDULE

Step	B	B+15	B+30	M	M+15	M+30					
1	1.000	\$44,592	1.045	1.090	\$48,606	1.135	\$50,612	1.180	\$52,619	1.225	\$54,626
2	1.045	\$46,599	1.090	1.135	\$50,612	1.180	\$52,619	1.225	\$54,626	1.270	\$56,632
3	1.090	\$48,606	1.135	1.180	\$52,619	1.225	\$54,626	1.270	\$56,632	1.315	\$58,639
4	1.135	\$50,612	1.180	1.225	\$54,626	1.270	\$56,632	1.315	\$58,639	1.360	\$60,646
5	1.180	\$52,619	1.225	1.270	\$56,632	1.315	\$58,639	1.360	\$60,646	1.405	\$62,652
6	1.225	\$54,626	1.270	1.315	\$58,639	1.360	\$60,646	1.405	\$62,652	1.450	\$64,659
7	1.270	\$56,632	1.315	1.360	\$60,646	1.405	\$62,652	1.450	\$64,659	1.495	\$66,666
8	1.315	\$58,639	1.360	1.405	\$62,652	1.450	\$64,659	1.495	\$66,666	1.540	\$68,672
9	1.360	\$60,646	1.405	1.450	\$64,659	1.495	\$66,666	1.540	\$68,672	1.585	\$70,679
10	1.405	\$62,652	1.450	1.495	\$66,666	1.540	\$68,672	1.585	\$70,679	1.630	\$72,686
11	1.450	\$64,659	1.495	1.540	\$68,672	1.585	\$70,679	1.630	\$72,686	1.675	\$74,692
12	1.495	\$66,666	1.540	1.585	\$70,679	1.630	\$72,686	1.675	\$74,692	1.720	\$76,699
13			1.585	1.630	\$72,686	1.675	\$74,692	1.720	\$76,699	1.765	\$78,706
14			1.630	1.675	\$74,692	1.720	\$76,699	1.765	\$78,706	1.810	\$80,712
15			1.675	1.720	\$76,699	1.765	\$78,706	1.810	\$80,712	1.855	\$82,719
16			1.720	1.765	\$78,706	1.810	\$80,712	1.855	\$82,719		

Teachers new to the Rivendell Interstate School District with no prior teaching experience will begin on Step 2.

Teachers off step shall receive a 5% increase from their 2023-2024 salary. Teachers new to the District who are off-step shall receive 5% increase over the 2023-2024 highest step in their educational attainment column.

The following teachers are off step in 2024-2025: Tanya Libby, Thomas DuBois, Brynne MacMurtry, Jennifer Bottum, Caroline McCrave, Kerry Browne, Kellie Latulippe, Brian Boardman, Gail Keefer, Jennifer Ellis, Anna Alden, Bonnie Blake, Joyce Russell, Creigh Moffatt, Eric Reichert, Heidi Nichols, Margaret Fix, Paul Ronci, Robin Rowell, Gayle Justynski, Emily Waterman, Ann O'Hearn, William Hibler, Barbara Griffin, Gabriele Martino, Kathleen McGowan, Kirsten Surprenant, Nancy Hall, Peter Tice, and Tracy Martel

Appendix B-1
Rivendell Co-Curricular Salaries
2022-2025

Extra-Curricular Compensation Schedule for Rivendell Interstate School District
2022-2025

Track 6	Track 5	Track 4	Track 3	Track 2	Track 1
\$4,635	\$3,973	\$2,759	\$1,876	\$1,435	\$883

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 7th & 8th grades athletics, etc.): Varsity Golf, JV Baseball/Softball, Cross Country, 7th & 8th Basketball, 7th & 8th Soccer, 7th & 8th 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 1st 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 anyone 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.

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