

**EDUCATIONAL SUPPORT PROFESSIONALS
MASTER AGREEMENT**

BETWEEN THE

**MAPLE RUN UNIFIED SCHOOL DISTRICT
BOARD OF DIRECTORS**

AND THE

MAPLE RUN EDUCATIONAL ASSOCIATION

JULY 1, 2022 TO JUNE 30, 2023

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PREAMBLE

Being mindful that the management and control of Bellows Free Academy Union High School #48, Northwest Technical Center, St. Albans City School, St. Albans Town Educational Center, and Fairfield Center School is vested in the Maple Run Unified School District Board, the Board recognizes its responsibility to its employees, through their Administrations, to create a favorable working atmosphere, and the Association, representing the respective employees of said Board, recognizes its responsibility to carry forth the wishes, desires, and directions of the Board, hereby agree to enter into the following contract from July 1, 2022 to June 30, 2023.

ARTICLE 1 AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED into this day of by and between the Maple Run Unified School District Board of Directors (hereinafter referred to as the "MRUSD Board," when acting in its individual capacity, and the Maple Run Education Association representing the Educational Support Professionals at Bellows Free Academy Union High School #48/Northwest Technical Center, the St. Albans City School, the St. Albans Town School, and the Fairfield Center School (hereinafter referred to as the "Association"), affiliate of the Vermont-NEA and the National Education Association.

All parties hereto acknowledge that this Agreement is a new agreement for all parties such that the preexisting Agreements between the Associations and their respective Boards no longer exists for any purpose, except when such agreements shall be reduced in writing by the mutual consent of both parties.

ARTICLE 2 DEFINITIONS

- 2.1 The following words and phrases used in this Agreement, unless a different meaning is plainly required by the context, shall have the following meanings:

Reference in this Agreement to the "Board" or "District" or "School" shall be read to include members of the Administration to whom the Board has delegated authority to act on its behalf.

Time Deadlines: Unless otherwise specifically provided in this Agreement, all time deadlines provided in this Agreement shall consist of employee workdays throughout the employee work year. Beginning with the last student day of a school year and continuing until the first student day of the next school year, all time deadlines shall consist of workdays which shall be Monday through Friday exclusive of State and Federal holidays.

Dates: Where this Agreement requires an act by either party on a specific date, if the date falls on a weekend, a school holiday, or non-school day, then the date shall be the next day school is in session. The exception to this rule is if the specific date is June 30th. In that case, the date shall be the last business day preceding June 30th.

Workday: The workday will be for the hours assigned by the District as stated in the employee's contract.

Work Week: The work week is generally not to exceed five (5) days in a given seven (7) day period (Sunday through Saturday) unless provided for by the employee's job description.

New Employee: For the purpose of this Article, an employee is considered "new" if the person has no previous regular employment in the District within the job classification for which he/she is currently being hired. Additionally, an individual who is rehired after termination for any reason except illness, accident, or an approved leave of absence, will also be considered a "new" employee. If an employee is terminated as the result of a layoff and returns during the recall period to the same position, the employee shall not be considered a "new" employee. If the employee returns after the recall period has been exhausted, the employee will be treated as a "new" employee. An employee who changes job classifications and is considered a "new" employee shall transfer accrued sick leave, vacation, or holiday leave earned to date. The employee shall accrue future benefits in accordance with the new classification.

Full-Year Employees: Full-time employees hired by the Board for fifty-two (52) weeks per year and working at least thirty-seven and one half (37.5) hours per week. Part-time employees hired by the Board for fifty-two (52) weeks per year and working less than thirty-seven and one half (37.5) hours per week.

School-Year Employees: Full-time school-year employees hired by the Board to work a minimum of thirty (30) hours per week based on student days plus up to nine (9) in-service days. Part-time employees hired by the Board while school is in session for fewer than thirty (30) hours per week.

Extended School-Year Employees: Full-time extended school-year employees hired by the Board to work fewer than fifty-two (52) weeks and a minimum of thirty (30) hours per week based on student days plus up to nine (9) in-service days plus an additional number of days specified in his/her contract. Part-time Extended School-Year employees hired by the Board for fewer than fifty-two (52) weeks and for fewer than thirty (30) hours per week.

ARTICLE 3 RECOGNITION

- 3.1 The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining, pursuant to Title 21, §§ 1721-1734 of the Vermont Statutes Annotated, of an Association consisting of: Custodians (I, II, Maintenance), Paraeducators, Secretaries (school-year, extended school-year, full-year), and Specialists (In-school Support Monitor, Attendance Monitor, SLP Assistants, and Lab Supervisors) and Behavior Consultant.

At BFA/NCTC: Custodians (I, II, Maintenance), Paraeducators, Library Secretary, Secretary for Guidance (school-year and full-year), NWTC Adult Services Secretary, Specialists, Behavior Consultant, and Secretary to the Assistant Principal (school-year). The positions of Administrative Assistants to the Principal (full-year and extended school-year), full-year Administrative Assistant to the Assistant Principal, and full-year Administrative Assistant to the NWTC Director, and all IT positions will be excluded from the bargaining unit.

At SACS: Instructional and non-instructional Paraeducators, Secretaries Behavior Consultant, and Custodians (I, II, and Maintenance).

Administrative assistants and IT positions will be excluded from the bargaining unit.

At SATEC: Paraeducators (Teaching Assistant, General Paraeducator, One-on-One Paraeducator, Library Assistant, Student Support Center Assistant, and Health Office Assistant), Specialists, Behavior Consultant, and Custodians (I, II, and Maintenance).

Administrative Assistants and IT positions will be excluded from the bargaining unit.

At FFCS: Paraeducators, Behavior Consultant, and Custodians (I and Maintenance).

Administrative Assistant will be excluded from the bargaining unit.

Early Childhood Program: Paraeducators and Behavior Consultant.

- 3.2 Clarification: Unless otherwise indicated, the employees in the collective bargaining unit will be hereinafter referred to as "Support Staff," "employee," "employees," "staff members," or "members of the bargaining unit" or by job title. Unless specifically noted, reference to male employees will include female employees and reference to female employees will include male employees, where such inclusion would be appropriate.

ARTICLE 4 BOARD RIGHTS

- 4.1 Board Rights: The Support Staff recognizes that the Board has the obligation to operate and manage the District, including but not limited to: the right to require efficient standards of performance and the maintenance of discipline, order, and efficiency in the workplace. Except as otherwise specifically provided in the agreement or otherwise specifically agreed to in writing between the parties, determination of educational policy; the operation and management of the schools; the control, supervision, and direction of employees; and any and all other matters which are committed by law to the Board or that otherwise involve the exercise of managerial prerogative, are vested exclusively in the Board with appropriate authority to act, as may be delegated from time to time to the Superintendent/Administration or his/her designee. By way of example, these rights shall include, but shall not be limited to, the sole discretion and authority to:

- A. Establish the curricula, methodology, and standard for teaching;
- B. Plan, direct, schedule, assign, transfer, and control work assignments and duties;

- C. Establish evaluation criteria and processes;
 - D. Establish and modify the schedules for and length of the work year, school year, and workday of employees;
 - E. Establish and modify payroll schedules and methods for recording employee attendance and punctuality;
 - F. Determine the means, methods, processes, materials, and equipment necessary to deliver the services provided by the District, including the subcontracting of bargaining unit work, provided any such subcontracting will not displace bargaining unit employees;
 - G. Create, revise, and eliminate positions;
 - H. Hire and demote;
 - I. Discipline, suspend, discharge, and not re-employ employees;
 - J. Establish, modify, implement, and enforce District policies and personnel work rules and regulations not in conflict with the terms of this Agreement.
- 4.2 Subcontracting: As part of the rights noted herein, the Board shall have the right to subcontract bargaining unit work provided doing so does not result in the loss of employment for any bargaining unit member.
- 4.3 Exercising Rights: 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 rights to exercise such rights or functions at any future time.

ARTICLE 5 EMPLOYEE RIGHTS

- 5.1 Employee Rights: The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred under Title 21, § 22 of the Vermont Statutes Annotated, and the Constitutions of Vermont and the United States.
- 5.2 Non-Discrimination: The Board and the Administration agrees that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of staff members, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, age, sex, sexual orientation, gender identity*, place of birth, marital status, ancestry, or against a qualified disabled individual under the provisions of state and federal laws, as they may be amended at this time, or Association membership.

*The gender identity protection, as it is specifically stated, does not impact the right of the Board to adopt a reasonable standard for workplace dress.

- 5.3 Employee Representation: Except in the case where an employee's offense warrants immediate suspension or removal from the school premises (including, but not limited to: drinking, physical assault, misuse of a non-prescribed regulated drug), whenever any employee is required to appear before the Principal/NWTC Director, Superintendent, or the Board, concerning any disciplinary matter which has been reduced to writing and/or which could adversely affect the continuation of his/her employment or his/her salary, the employee shall be given prior notice of the reason(s) for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting. Notice of meetings with the Superintendent and the Board shall be in writing.
- 5.4 Just Cause: Employees who have completed their probationary period may be non-renewed, dismissed, or disciplined, including but not limited to: given a written or oral reprimand, or a suspension with or without pay, held on step, or demoted with just cause.

ARTICLE 6 ASSOCIATION DUES

- 6.1 Association Dues Deductions: The Board agrees to deduct from the salaries of its Educational Support Personnel dues for the National Education Association, the Vermont NEA, and the Local Education Association. Said monies shall be transmitted to the treasurer of the Local Education Association on a regular basis. Educational Support Personnel authorization shall be in writing and continuous from year to year as long as the Educational Support Personnel remains in the District unless the Educational Support Personnel notifies the Board in writing prior to July 1st of any year that he/she wishes to withdraw his/her authorization of dues deduction. Educational Support Personnel who commence their employment after the beginning of the school year shall have fifteen (15) school days in which to submit an authorization to the Superintendent.
- 6.2 Deductions from Pay: Deductions from the employee's pay for dues shall be continuous and in substantially equal amounts from each paycheck for the remainder of the school year.
- 6.3 Written Authorization: An employee's written authorization shall continue as long as the employee remains employed by his/her Board or until the employee provides notice to his/her Association and the Superintendent, in writing, prior to July 1 of any year that he/she wishes to withdraw authorization for dues deduction for the following school year.
- 6.4 Liability: The Boards shall not be liable for any monies so deducted and transmitted to the Association, and the Associations shall indemnify the Boards for any costs or liabilities incurred as a result of their good faith compliance with this section.

ARTICLE 7 INDIVIDUAL CONTRACTS

- 7.1 Issuance of Contracts: Contracts shall be issued annually and the Board or its duly authorized agents shall sign all individual contracts before they are issued to the employees. Contracts for the next year shall be issued no later than May 25th of any year of this Agreement. Contracts shall be signed by the employee and returned to the Board within ten (10) school days thereafter unless prior arrangements have been made in writing with the Superintendent. Failure to timely return a fully executed contract, absent a written waiver by the Superintendent, will be the equivalent of a voluntary resignation by the employee.

In the event of late negotiations, "Letters of Intent" will be issued, subject to final ratification and adjustment of wages consistent with the Master Agreement, as finally ratified. If for any reason "Letters of Intent" cannot be distributed by May 25th in any year, the Association will be notified as soon as the Board can be expected to reasonably know of the delay.

A. The ten (10) day deadline shall be extended by the same number of days that distribution goes beyond the May 25th deadline.

- 7.2 Notification of Assignment: An employee shall know at the time of issuance of the contract or at the close of school, whichever is later, and in the case of paraprofessionals, the subject or level in which it is anticipated the employee will be working. Notwithstanding the foregoing, the assignment of employees who work with students may be changed as determined by the District to meet the needs of students.
- 7.3 Contents of Individual Contracts: Individual contracts shall contain the following information: the District name; the employee's name; the position being offered to the employee; whether or not the position is dependent upon the receipt of grant funds; its starting date and anticipated ending date; the hourly rate of pay; the anticipated work schedule; the assignment, if known; and a statement that the individual contract shall incorporate by reference the terms of this Agreement and any amendments hereto whether made before or after the signing of the individual contract.

ARTICLE 8 PROBATION

- 8.1 Probationary Period: Each new employee shall have a probationary period of one hundred eighty (180) working days. A probationary employee shall neither be protected by the just cause provision of this Agreement nor have access to the grievance/arbitration provision with regard to the termination of his/her employment during this probationary period. For the purpose of this Agreement, a new employee (regardless of previous employment in the school District) is a person with no previous employment in a job category within the School District.
- 8.2 Performance Review: After forty-five (45) workdays, but no later than ninety (90) work

days, a probationary employee's performance shall be reviewed with a supervisor.

8.3 Use of Leave Time: An employee may not access any sick or personal paid time off benefits until he/she has satisfactorily completed thirty (30) calendar days of his/her probationary period. In the event of an emergency, up to three (3) days of unpaid leave may be granted at the discretion of the Administration.

8.4 New Hires: All new hires will be subject to a thirty (30) calendar day waiting period for District provided insurance benefits and for election of pre-tax deductions. Insurance coverage will begin on the first of the month following the waiting period.

ARTICLE 9 WAGES, DEDUCTIONS AND PAYMENTS

9.1 Wages: The wage rates for all employees covered by this Master Agreement are set forth in Appendices A through C, which are attached hereto and made a part hereof. For the 2022-2023 school, all staff employed during 2021-2022 school year will be advanced one step. At the discretion of the Superintendent/designee, prior work experience of a job applicant may be considered when determining the hiring wage rate to be offered to the applicant. Wage rates will be as follows:

A. Para educators: For FY23: \$0.35 on the base.

1. additional \$2 per hour for assignment to PCA
2. additional \$3 per hour for assignment to BI

B. Custodian/Maintenance: For FY23:

1. Custodians I & II: additional \$0.31 on the base
2. Maintenance: additional \$0.30 on the base

C. Secretaries: For FY23: \$0.35 on the base

D. Specialists: For FY23:

1. Lab 1 = \$0.35 added to prior year rate
2. SLP-A = \$0.35 added to prior year rate
3. Attendance = \$0.35 added to prior year rate
4. In Sch Sup = \$0.35 added to prior year rate

E. Behavioral Consultants: FY23: \$300 on the base

F. For any staff member employed during the 2021 -2022 school year, there will be a one-time only \$850.00 sign on payment awarded before June 30, 2022, if they return their signed contract for the 2022-2023 school year as outlined in Article 7.1.

9.2 Payroll Deductions: An employee who has any insurance or other benefit through the District and owes contributions thereon shall have any contributions automatically deducted from their paychecks. In the event an employee does not receive a paycheck during a particular pay period(s), it is the employee's responsibility to contact the Business Office and make arrangements so that the required contributions are timely made. Failure to make timely payments may result in the discontinuance of the benefit.

- 9.3 Frequency of Salary Payments: The Board shall set the payroll schedule for Support Staff. The payroll period shall be every two (2) weeks. Employees shall be paid based upon hours of work actually performed. When a payday falls on a holiday, pay will be issued on the last business day before the holiday.
- 9.4 Payroll Direct Deposit: All employees shall sign and deliver to the central office business department, upon hiring or before August 1, 2017 for current employees, the MRUSD form authorizing the direct deposit of all paychecks to a specified bank of each individual employee's choice. Such form shall hold the District harmless from any damages resulting from actions or inactions of any party subsequent to the school District having completed its obligations effecting the direct deposit.

The same deductions shall continue from year to year as long as the employee remains in the District unless the central office business department is notified of changes by the employee in writing.

- 9.5 Mileage Reimbursement: Any employee who is authorized by the Administration to use their personal vehicle in the course of their employment shall be reimbursed for mileage at the current IRS rate contingent upon following the MRUSD reimbursement procedures. Parking tickets and moving violations will not be reimbursed.

9.6 Behavior Interventionist and Personal Care Attendants

A. Requirements/Assignments/Compensation for BI's and or ESP Level 2

1. To serve in either of these roles, paraeducators must participate in a District approved training prior to assignment and pay differential.
2. Upon appointment to a or ESP Level 2, the employee will receive an additional \$2/hour differential in their hourly rate when serving the role.
3. Upon appointment to a Behavior Interventionist, the employee will receive an additional \$3/hour differential in their hourly rate when serving the role.
4. If the position is no longer required due to change in a student's enrollment or program, the BI and/or or ESP Level 2 will be reassigned to a BI/ or ESP Level 2/Special Education or general paraeducator position. Should that not be possible, article 14.5 will be enforced.
5. The employee will be provided with a two week notice at which time the \$2 or \$3/hour differential will be removed from the compensation if they are no longer assigned as a BI or ESP Level 2.
6. If an ESP Level 2 or BI has to be out they will be paid at their regular hourly rate as a general paraeducator for the time they are out. This will ensure that the support person covering them can be paid the rate of pay for the duties they are performing.

B. Behavior Interventionists –

1. The Behavior Interventionist's (BI) primary role is to carry out a coregulation and/or behavior plan as determined by a team and documented in a student's plan (IEP,

504, etc.). This plan is developed by a highly specialized professional with master level expertise in behavior management or trauma informed practices. The primary role of a BI is to support students and maximize learning and success of a student with challenging behavior. The BI's will implement an individualized support plan in a variety of settings within the school and community.

As this position is new to MRUSD, the details of this role are currently being developed by a district committee for the 2021 -22 school year.

C. Educational Support Professional, Level 2 –

1. The primary role of a Level 2 Educational Support Professional is to provide services to students who require (1) specialized support with personal care needs (toileting, feeding, etc.) and/or (2) targeted behavioral support and intervention. These services would be outlined and documented in a student's plan (IEP, 504, etc.) and directed by the special education teacher, administration or general education case manager. The goal is to proactively and positively support identified students with maximizing their learning and success within the classroom and general education setting.

D. Substitute for either an ESP level 2 or BI

1. Non-Exempt employee who serves as a substitute for either an ESP level 2 or BI shall do so on a voluntary basis, except in emergency situations as determined by the Principal. Such substitute shall receive either the regular substitute rate of pay or their regular wage rate plus \$2.00 per hour, whichever is greater. The building principal will first exhaust the use of all properly trained staff before asking other staff to substitute. If substituting longer than three consecutive days the substitute will be paid at the rate of ESP 2 - \$2/hour more or BI - \$3/hour more.

ARTICLE 10 WORKING CONDITIONS

10.1 Substitute Rate: Non-Exempt employee who serves as a substitute teacher shall do so on a voluntary basis, except in emergency situations as determined by the Principal. Such substitute shall receive either the regular substitute rate of pay or their regular wage rate plus \$2.00 per hour, whichever is greater.

10.2 Meal Break:

- A. Paraeducators shall receive a paid duty-free lunch period each day within one hour of the normally scheduled student lunch in their building, absent extenuating circumstances.
- B. Secretaries, Custodians, and other support staff will have their meal break scheduled by their supervisor and the time will be exclusive of scheduled work hours.
- C. Behavioral Consultant shall receive a duty-free lunch period per day.

- 10.3 Overtime: For non-exempt employees, overtime shall only be worked when it is authorized by the Principal or designee. Overtime will be offered first on a voluntary basis. If all available employees refuse overtime, the Principal or designee shall equitably rotate assignments of overtime work to qualified employees.

Employees may be assigned hours in excess of their regularly scheduled hours. Overtime pay will only be paid for hours worked in excess of a forty (40) hour week. Any work performed over forty (40) hours per week shall be subject to the overtime rate of time and one half (1/2) of the employee's regular rate of pay.

10.4 Unscheduled Closings:

- A. School-year and extended school-year Paraeducator sand Specialist employees: If a school day is shortened by the Administration for emergencies or weather-related reasons (e.g. early dismissals or late starts) employees referred to in this section will be paid for any actual hours worked. An employee may use personal leave time for unpaid work hours.

In the case of a cancellation of a school day (the school day is not credited as a school day for students), these employees will be paid for the first such cancelled day and may use personal leave for one additional full school day cancellation.

- B. Secretaries and Custodians: Secretaries and Custodians shall report to work on a day or days that school is delayed, shortened or cancelled due to weather, emergency, or other administrative action, unless notified individually by the Superintendent/designee that they are not to report to work. Secretaries and Custodians may use personal leave time for unpaid work hours on such days.

- C. Behavior Consultants: Behavior Consultants will not be expected to work on unscheduled closings; however, they will need to fulfill their 191-day contract by mutual agreement with administration.

- 10.5 Training: As determined necessary by the District, in-service training will be scheduled and assigned, and employees will be paid for such assigned time.

- 10.6 Medical Evaluations: Where an employee has been absent due to illness or injury, the Superintendent or designee may require the employee to provide, prior to the employee's return to work, certification by an appropriate physician/health care provider that the employee is mentally and physically able to perform the essential functions of the employee's position.

As a condition of continued employment, the Superintendent may also require an employee to provide certification by an appropriate physician/health care provider that the employee is mentally and physically able to perform the essential functions of the employee's position.

It shall be the right of the Superintendent/designee to require that an employee obtain certification of illness by a physician/health care provider in any instance in which he/she

has reason to believe that the employee's use of sick leave has not been for a bona fide illness. If certification is required, the Board agrees to pay the cost to the employee of such required certification which is not reimbursed by health insurance.

- 10.7 Extra and Co-Curricular Assignments: If an employee chooses to volunteer for an extra and/or co-curricular assignment available at his/her school, it is agreed that such assignment, if received, is fully separate from employment under this Agreement and no terms or conditions of this Agreement have any bearing on the assignment.
- 10.8 Lead Custodian: When the administration determines that there is a need to designate a lead custodian, the lead custodian duties will adhere to a job description. The lead custodian will receive an additional \$2.00 per hour of pay over and above his/her regular wages for any hours worked in this role, as recorded and approved on his/her timesheet.
- 10.9 Personal Transportation: No employee shall be required to transport/drive students in his/her personal vehicle or one provided by the District.
- 10.10 Pay for Substitutes: The Association will pay for substitutes for employees who attend state, local, or national association meetings, as required.
- 10.11 Custodial Staff:
- A. Custodians will be allowed a maximum of \$300 allowance to cover work boots, hoodies, coats, etc. with approval from Superintendent. Employees must purchase items through the school district.
 - B. Custodians that are called in on their day off for unscheduled duties will be paid a minimum of 2 hour.

ARTICLE 11 PROFESSIONAL DEVELOPMENT

- 11.1 Training Funds: The Board will provide a professional development fund of \$75,000 per year with a maximum of \$1500 per support staff employee for courses, workshops, or conferences. Such professional development shall be relevant to the current job assignment of the employee and must be approved in advance by the Administration. Professional development funds shall be allocated on a first-come, first-served basis. This benefit shall not apply until an individual, classified as a new employee, has completed one (1) full school year of employment.

For para educators: One course credit will be awarded for each fifteen (15) hours of contact time in workshops or conferences. These and college level course credits will be used for movement on the paraprofessional salary schedule. Paraprofessionals must notify the Superintendent, in writing, of their intent to move on the salary schedule prior to December 1 of each school year. Movement on the salary schedule may be allowed only at the beginning of a school year, provided the documentation of the completion of the coursework is received by the Superintendent prior to the start of the new school year.

ARTICLE 12 LEAVES

- 12.1 Eligibility: All employees will be eligible for the paid time off set forth in this Article, once they have completed their probationary period as defined in Article 8 of this agreement. Probationary employees are eligible for bereavement leave as of their first day of attendance.

School-year and extended school-year, part-time employees shall be entitled to the prorated number of days of leave time as school-year and extended school-year, full-time employees (defined as an employee regularly scheduled to work thirty (30) hours per week for a minimum of thirty-six (36) weeks or more per school year.) Full year, part-time employees shall be entitled to the prorated number of days of leave time as full-year, full-time employees (defined as employees scheduled to work forty (40) hours per week for fifty-two (52) weeks); however, the amount of time for which the part-time employee is compensated shall be equal to the amount of time he/she would have worked on the day(s) for which leave is taken. An employee may not access the paid sick leave or personal leave benefits provided by this Article until he/she has satisfactorily completed his/her probationary period. For all benefit plans, a standard leave day would be 7.5 hours or 8 hours depending on the agreed upon individual contract.

Family/Medical Leave (FMLA) and Vermont Parental and Family Leave Act (VPFLA): To the extent that statutory provisions are applicable, and the employee is eligible, the Board shall comply with the requirements of the Federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA) providing the benefit which is most beneficial to the employee, as necessary and allowable under the statutes.

12.2 Sick Leave:

- A. Full-time, school-year and extended school-year employees shall be entitled to twelve (12) days sick leave per year, cumulative to sixty (60) days. Any current full-time, school-year or extended school-year employee who has accumulated beyond sixty (60) days as of July 1, 2017 will be allowed to keep these sick days; however, no more days will be provided until the balance falls below the maximum of sixty (60) days.
- B. Full-time, full-year employees shall be entitled to fifteen (15) days sick leave per year, cumulative to sixty (60) days. Any current full-time, full year employee who has accumulated beyond sixty (60) days will be allowed to keep these sick days; however, no more days will be provided until the balance falls below the maximum of sixty (60) days.

12.3 Sick Leave Bank:

- A. Number of Days: A sick leave bank shall be provided for utilization by members of the MRUSD. Contributions to the sick bank are capped at 458 days.
- B. Participation: The days shall be established from sick days voluntarily set aside by

members wishing to participate in this benefit.

1. In the first year of participation in the sick leave bank, full-time members must contribute two (2) days of their sick leave benefit; part-time members will contribute a prorated amount of the two (2) days based on their scheduled work week.
 2. Enrollment must be completed by September 15th of the first school year they wish to be a part of this benefit.
 3. The bank shall be replenished annually or whenever the balance falls below the cap, by adding additional days that are needed to serve the eligible and approved members.
 4. The qualification for continued participation shall be a contribution of one (1) day per full-time member and the prorated amount of one (1) day for part-time members.
 5. If the total number of days is at the maximum cap days, members may still be allowed to participate; however, the days required for enrollment will be held in “escrow” by the Board until the number of banked days falls below the maximum days.
- C. Utilization: Participating members shall have a maximum cumulative withdrawal, of 130 days per year, subject to Sick Bank Committee approval. Participants may only utilize the sick leave bank benefit when they have exhausted all other accumulated sick leave days and as a result of a catastrophic illness or disability, or the continuation of said illness or disability.
- “Catastrophic Illness or Injury” is defined as a severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick, personal, vacation and/or compensatory leave time. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.
- D. Long-Term Insurance Provision: Participants may not utilize the sick leave bank once they have met the sixty (60) calendar day eligibility requirements for long-term disability insurance.
- E. Additional Days: The participant may be approved for withdrawal of up to an additional thirty (30) days in a contract year for the occurrence of a different qualifying illness or disability. The sick leave bank committee will approve all withdrawals.
1. Sick Bank Committee: The sick leave bank shall be administered by a District

committee comprised of four (4) Association representatives (one from each school building), the Superintendent/designee, and two (2) building administrators.

2. Recordkeeping: All recordkeeping involved in administering the sick leave bank shall be the responsibility of the Association, but the Superintendent's office shall receive copies of all such records by October 15. The Association will make the best efforts to promptly respond to any subsequent requests by the Superintendent. In any given case of a member of the bargaining unit applying for days under the sick leave bank, the District committee shall consider the merits of each application submitted by participating members and reach a decision on whether or not the application shall be approved. The decision of the District committee is final, and not subject to grievance or arbitration under this agreement.

- 12.4 Personal Leave: Four (4) days per year of paid leave may be granted by the Principal for personal matters that requires absence during work hours to Full-Year, School-Year and Extended School-Year employees.

Personal days must be approved in advance by the Administration. The Administration must be given at least forty-eight (48) hours' notice by the employee for personal days, except in cases of emergency.

Personal days may not be used to extend a holiday or vacation period except for extraordinary circumstances as determined by the Administration.

At the end of the fiscal year any employee with remaining personal days will be paid out for one of the personal days. All others will not be carried forward.

- 12.5 Professional Leave: Three (3) days per year of paid leave may be granted to School-Year, Extended School-Year employees, or Full-Year employees for the purposes of attending meetings or conferences and workshops of an educational nature at the discretion of the Principal.

- 12.6 Bereavement Leave: Employees, upon request, shall be granted up to five (5) days leave, per occurrence, with pay, for the death of a spouse, civil union partner, domestic partner, children (including foster children), siblings, stepchildren, parents, stepparents, grandparents, grandchildren, in-laws, and resident members of the employee's household. A written request for additional bereavement leave with or without pay may be granted by the Principal at his/her discretion, subject to appeal to the Superintendent, and such decision shall not be subject to a grievance or arbitration under this Agreement.

- 12.7 Unpaid Leave: After completion of probation, unpaid leaves of absence of up to five (5) days may be granted at the discretion of the Principal. Unpaid leave in excess of five (5) days, up to one (1) year, may be granted at the discretion of the Board.

- 12.8 Jury Duty Leave: Employees shall be allowed leave for jury duty. Any employee called to jury duty shall make a reasonable effort to serve such duty at times when school is not

in session. In the case where the employee's jury duty obligation requires absence during normal work hours, the District shall provide paid leave at the employee's normal daily wage, less any compensation, excluding reimbursed expenses that the employee receives as a result of serving on jury duty. The employee is responsible for communicating the compensation amount or allowance to the Principal and/or their supervisor so that the benefit can be paid.

12.9 Military Leave: Military leave will be provided consistent with State and Federal law.

12.10 Holidays: Full-year, full-time employees shall receive the following paid holidays unless work is scheduled. If the employee is scheduled to work on a holiday, it will be provided as a floating holiday to be taken at another time, subject to approval by the Principal/designee.

Independence Day	Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve	Christmas Day
New Year's Eve	New Year's Day	Town Meeting Day
	Memorial Day	

12.11 Vacation: Full-year, full-time employees shall receive the following paid vacation based on their years of service to the District:

<u>Years of Service</u>	<u>Benefit</u>
0-1 years	5 days*
2-9 years	10 days
10-19 years	15 days
20 or more years	20 days

*Prorated for the first year of service. Up to ten (10) days can be carried forward to the next fiscal year with written approval from the administration and must be taken prior to December 31 and/or prior to termination or the vacation days will be lost.

ARTICLE 13 INSURANCE

13.1 Insurance Re-Opener: In the event that, during the life of this agreement, the Maple Run Unified School District is no longer able to obtain health insurance through VEHI, and/or the District is required to obtain employee health insurance through the Vermont Health Connect Insurance Exchange, or there is a significant change in ability of the District to purchase insurance for employees pursuant to this agreement due to health reform mandates at the state (Vermont) or federal level, the parties agree to reopen Article 13 of this agreement and negotiate a new employee health insurance program.

13.2 Insurance:

- A. Pursuant to 16 V.S.A. Chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by an Appendix which will be added when finalized by both the Employer and Employee Commissions.
- B. Employees will authorize a payroll deduction for premiums per the payroll procedures
- C. Employees may change their membership in the health insurance plan as provided by the health carrier regulations or during open enrollment (January 1).
- D. For an employee who has a spouse/civil union partner working in the District, only one person may carry the insurance for the family. The other person will not be eligible for the cash-in-lieu option.
- E. Cash-in-Lieu Option: An employee who qualifies for health coverage may have the choice of accepting said plan or accepting a taxable cash benefit of twenty percent (20%) of the District premium share for the Gold CDHP family plan in lieu of coverage.
 - 1. An employee must provide written certification annually, by January 1, or within thirty (30) days of hire, that the employee and his/her “tax family”* are covered under other permissible health plan coverage.
 - *a tax-family includes the employee and dependents who would be eligible for enrollment in the employer plan and who the employee reasonably expects to claim as a tax dependent for the calendar year.
 - 2. The cash-in-lieu option must be selected annually by January 1st or within 30 days of hire.
 - 3. This cash-in-lieu option shall not apply to the dental or life insurance benefits.
 - 4. If the employee accepts cash-in-lieu of health coverage, then he/she shall forego health coverage for the school year, unless he/she becomes eligible for enrollment under a qualifying event, as determined by health carrier regulations or during the open enrollment period.
 - 5. Payments for cash-in-lieu option will be made in each payroll based on the payroll schedule for the District.
- F. Section 125 Plan: The Board shall set up a Section 125 plan available to all Educational Support Personnel. The plan is administered at the Board’s expense.
- G. Dental: The Board shall select and maintain a dental insurance plan for full-time employees and shall contribute one-hundred percent (100%) of the cost for single coverage or family coverage.
- H. Life: The Board shall select and pay the full premium cost for a term life insurance plan in the face value of thirty thousand dollars (\$30,000) for each full-time eligible employee.

- I. Long-Term Disability: Employees shall be entitled to coverage under a long-term disability plan selected by the Board. The employee shall pay the full premium cost for said plan via payroll deductions. The District will reimburse employees for such deductions on or before the last payroll in June of each school year. Such reimbursement shall be equal to the full amount that was deducted from his/her paychecks. During the period of time that an employee is receiving long-term disability insurance benefits pursuant to this section, the District will not be responsible for contributing toward the premium costs of any other insurance plan provided pursuant to this Individual Master Agreement and the individual shall no longer be considered an employee of the District.
- J. Notification of Change: Any employee who enrolls in a District-provided benefit, including but not limited to health insurance and dental insurance, shall notify the Business Office of any change in the status of the employee or his/her dependent within thirty (30) days of the event (e.g. birth, death, divorce, dependent child reaching age of majority, etc.) Failure to do so may result in disciplinary action and reimbursement to the District for benefits improperly paid.

ARTICLE 14 REDUCTION IN FORCE

- 14.1 Notification to the Employee: The reduction in staff of a Support Staff member(s) position may be initiated at the discretion of the Board. Said reduction in staff shall be in reverse order of seniority by job category. A Support Staff member who is to be laid off shall be notified in writing at least thirty (30) days prior to the effective date of the reduction in staff. At the discretion of the District, the Support Staff member may be provided payment in lieu of said notice.

If grant funding is not available for a position, the employer shall have the right to engage in a reduction in force at any time. Unexpected and necessary reductions in staff shall be made known to the Association as soon as possible, but in no event less than thirty (30) calendar days before the date of reduction.

- 14.2 Notification to the Association: The Association shall be notified by the Board of any contemplated reduction in staff of locally funded positions as early as possible, but no later than May 1, for any reduction schedule to take effect in July of the following year.

The Association shall be notified of any contemplated reduction in staff of state and/or federally funded positions as soon as the Board may reasonably be expected to know of such reduction.

- 14.3 Association Meeting with the Superintendent: The Association may, within ten (10) days of receipt of a notice of reduction in staff, request a meeting with the Superintendent/designee to discuss the proposed reduction in staff. The meeting shall be held within ten (10) days of such request.

- 14.4 Transfer: If an opening exists within the District for which the involved Support Staff member is qualified, then he/she shall be transferred to that position.
- 14.5 Staff Reduction and Seniority:
Seniority Within Job Category. Categories are defined as: Paraeducator, Custodian I, Custodian II, Maintenance, Full Year Secretary, Extended School Year Secretary, Lab supervisor, SLP Assistant, Attendance Monitor, In School Support.
- Within the category where the reduction in staff shall take place, Support Staff members shall be laid off in reverse order of accrued seniority in their job category and position within the District. Seniority shall be computed across the District, by job category and position, based on the number of years of uninterrupted service in the District.
- Overall Seniority: For the purposes of Overall Seniority, seniority shall be calculated by multiplying the number of years of employment by the full-time equivalent (FTE) which shall be based on the employee's scheduled number of hours for less than full-year staff. Seniority shall be computed from the beginning of the Support Staff member's most recent date of employment in the District and will begin to accrue as of the first day of the most recent date of hire. Seniority will be determined from the date of the Support Staff member's signature on the employment contract.
- 14.6 Continuance: Seniority shall continue to accrue during all paid leaves of absence. Properly authorized unpaid leaves of absence, employment by the Board in a position outside the bargaining unit, or a reduction in staff shall not break seniority; however, such time as the leave/break in employment extends will not be counted in calculating seniority.
- 14.7 Equal Seniority: When seniority is equal, ability to perform the work in question, as determined by the Principal/Director and/or the Superintendent shall be the deciding factor and such determination shall not be subject to the grievance procedure or court appeal.
- 14.8 Displacement Rights: A Support Staff member who is notified that he/she is to be laid off, shall have the right to displace the least senior employee whose work he/she previously performed within the Maple Run USD. The laid off support staff member shall notify the Superintendent in writing within ten (10) days of notification of layoff of his/her intent to exercise displacement rights. The Superintendent shall notify the least senior staff member that he/she is to be displaced.
- 14.9 Voluntary Transfer: The Support Staff member who displaces another Support Staff member shall be considered to have voluntarily transferred and shall be compensated as follows:

The Support Staff member accepted for transfer to a previously vacant position shall be

immediately placed on the appropriate wage scale in that new category.

Should a Support Staff member desire a voluntary transfer to another position, such transfer shall be initiated by the staff member and shall be made without prejudice. While seniority shall not be affected, compensation and benefits will be commensurate with the new position.

14.10 Displacement Rights: A Support Staff member who is to be displaced by a more senior Support Staff member shall have the same displacement rights in comparison to the less senior Support Staff member.

14.11 Recall: Laid off Support Staff members shall be recalled by order of seniority. Support Staff members shall retain the right of recall for a period one (1) year from the effective date of reduction. Support Staff shall be recalled in category provided the Support Staff member is qualified for and is capable of performing the duties of the available position.

Notice of recall shall be sent by Priority Mail, Delivery Confirmation Receipt, to the last known address. A copy of the recall notice shall be given to the Association. If a laid-off Support Staff member fails to accept the offered position within ten (10) calendar days from mailing, then he/she shall be deemed to have refused the offered position and shall have waived all recall rights under this Agreement.

14.12 Conditions of lay-off: No Support Staff member shall be laid off under the provisions of this Agreement if the reduction in staff can be accomplished by normal staff turnover. For the purposes of this Article, "laid off" includes "reduced in hours."

14.13 Outside Agencies: No Support Staff member shall be laid off; reduced in hours, position, or wages, or be changed to another shift as a result of persons employed by outside agencies and/or student employees placed at BFA/NWTC.

14.14 HIPPA Options: Support Staff members who participated in the District Health and Dental Insurance Plans may be entitled to purchase medical insurance benefits at their cost in accordance with state and federal laws and regulations.

14.15 Categories: The employment layoff categories shall be by job category and position (if specified) as follows:

- A. Paraeducators
- B. Custodians (I, II, Maintenance)
- C. Secretaries (Extended School Year, Full-Year)
- D. Specialists (SLP Assistants, Behavior Monitor, Attendance Monitor, Lab Supervisors)
- E. Behavioral Consultants

ARTICLE 15 GRIEVANCES

15.1 Definitions:

- A. **Grievance:** Any written claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance. Under no circumstances shall any matter which is not a part of this Agreement be considered a valid grievance.
- B. **Time limit for filing:** No grievance will be given formal consideration unless it is filed at Step 1 within twenty (20) workdays after the grievant had knowledge of, or could reasonably be presumed to have knowledge of, the occurrence which gave rise to the grievance. If a grievance is not filed within the time limit set forth in this section, the right to file the grievance is ended.
- C. **Grievant:** A grievant is the employee(s) or the Association making the claim.
- D. **Limitation on Grievance filing:** No grievance shall be processed under this Agreement if the grievant has filed or permits to be filed on his/her behalf, any claim, complaint, charge, or suit complaining of the action grieved with any State or Federal agency or court having jurisdiction over such matters.
- E. **Time Limits:** All time limits consist of the job category's workdays, except that when a school-year employee grievance is submitted on or after June 1, time limits shall consist of all weekdays (Monday-Friday) so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The parties agree the foregoing time limits will be strictly applied.
- F. **Association Representation:** At least one (1) Association representative may be present for any meeting, hearing, appeal, or other proceedings relating to a grievance which has been formally presented.
- G. **Informal Resolution:** Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Administration, and having the grievance adjusted without intervention of the Association, provided the Association has been notified and adjustment is not inconsistent with the terms of this Agreement.
- H. **Procedural Requirement:** No grievance shall be entertained except in accordance with the procedures specified in this Agreement. Failure by the grievant to adhere to these procedures within the specified time period shall render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time period shall be construed to be a decision against the grievant and the grievance will advance to the next step.
- I. **Witnesses:** Each party shall have the right to include in its representation such witnesses, as it deems necessary, to develop facts pertinent to the grievance. The Association and the School Board shall have the right to have their legal counsel(s) present at any stage of the grievance and arbitration procedure.

If either party anticipates using a student who is a minor as a witness, the student may only participate if the parent has provided written consent and the other party has been provided a three (3) day advance notice in writing.

- 15.2 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 employee, an Association representative may intervene to assist in this resolution.

However, should such informal processes fail to satisfy the employee or the Association, then a grievance may be processed as follows:

- 15.3 General Procedures: The Board, the Administration, and the Association will cooperate with each other in their investigation of any grievance and further, shall furnish to one another such relevant information, in a timely fashion, as is required for the processing of any grievance.

Step 1. The Employee or the Association may present the grievance, in writing, to the School Principal, who will arrange to meet within five (5) days with the parties. The Association's representative (if requested by the aggrieved employee), the aggrieved employee(s), and the Principal, shall be present for the meeting. The Principal shall provide the grievant and the Association with a written decision within the ten (10) days after such meeting, setting forth the reason(s) for the decision.

Step 2: If the grievance is not resolved at Step 1, then the Association and/or the grievant(s) may refer the grievance, in writing, stating the specific problems and redress sought, to the Superintendent within ten (10) days after the Step 1 answer is received. The Superintendent shall arrange for a meeting with the representative(s) of the Association and the grievant(s) to take place within ten (10) days of the receipt of the appeal. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide his/her written decision to the Association and the grievant(s). Such answer shall include the reason(s) upon which the decision was based.

Step 3: If the grievance is not resolved at Step 2, then the Association and/or the grievant(s) may refer the grievance, in writing, stating the specific problems and redress sought, to the School Board within ten (10) days after the Step 2 answer is received. The School Board shall arrange for a meeting with the representative(s) of the Association and the grievant(s), to take place within thirty (30) days of the receipt of the appeal.

Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance.

Upon completion of this meeting, the Board will provide a written decision to the grievant and the Association within ten (10) workdays of the close of the Board meeting. The written decision shall set forth the reason(s) for the decision.

Step 4: Arbitration- If the grievance is not resolved at Step 3, or the Step 3-time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance to arbitration. The Board and the Association, or its representative, shall seek to mutually agree upon the person of an arbitrator. If agreement cannot be reached within fifteen (15) days, the grievance may be filed with the American Arbitration Association (AAA) under its Voluntary Labor Arbitration Rules.

If a demand for arbitration is not filed with the Superintendent within twenty (20) days of the date of the Board's Step 3 reply, or if either an arbitrator has not been selected or the grievance filed with the AAA within fifteen (15) days of the demand for arbitration, then the grievance will be deemed to be withdrawn.

Unless waived by mutual agreement, neither the Board nor the Association will be permitted to assert any grounds before the arbitrator which were not previously raised at Step 1, 2, or 3 of the grievance procedures.

- 15.4 Arbitrator: Decisions of the arbitrator in matters of grievances under this Agreement shall be final and binding, except that they shall be subject to the Vermont Uniform Arbitration Act and the Rules of the American Arbitration Association.

The Arbitrator shall have no power to add to, delete from, ignore, alter, or amend the terms of this Agreement. It is agreed that the arbitrator is empowered to award only compensatory damages and that the arbitrator shall have no authority to award interest on such damages or attorney's fees.

- 15.5 Cost of Arbitration: Each party shall bear the full costs for its representation in the arbitration. The cost 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 will bear full cost for that transcript. Should both parties order a transcript, then the cost of the two (2) transcripts will be divided equally between the parties.

- 15.6 Reprisals: No reprisals of any kind will be taken by any party against the other because of their participation in this grievance.

- 15.7 Filing: All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the grievant.

- 15.8 Withdrawal: A grievance may be withdrawn or settled at any level without establishing precedent.

- 15.9 Time Limits: Time limits and/or procedures may be changed in this Article if both sides mutually agree.

ARTICLE 16 ARBITRATION

In accordance with 12 V.S.A. § 5652(B), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this agreement, the Board, the Association, and the employees understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by this 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 the Master Agreement, Grievances Article, or Title 21 V.S.A. § 22, Vermont Municipal Labor Relations Act, whichever is applicable.

ARTICLE 17 EVALUATIONS, PERSONNEL FILES, COMPLAINTS, COMMUNICATION, JOB DESCRIPTIONS

17.1 Evaluations: Following the probationary evaluations provided for in the Master Agreement, each employee will be evaluated at least every two (2) years thereafter. The evaluations will be based on the job description and the responsibilities assigned. A written copy of each evaluation will be given to the employee, who will have the right to discuss it with the supervising teacher and Principal before being placed in the employee's personnel file.

Each continuing employee with more than two (2) years of employment with the District shall be evaluated at least once in a two (2) year period, at the discretion of the Administrator. All first- and second-year support staff members will be evaluated during their first (1st) and second (2nd) year of employment.

The Administration shall provide the employee with adequate opportunities and with ninety (90) days for him/her to correct any deficiencies in job performance. The support staff member's evaluation will be conducted in private, unless the support staff member elects to have an Association representative present at any or all conferences regarding conditions for his/her re-employment.

Any formal evaluation method shall be made known to the employee in advance of the actual evaluation or observation. All observations and monitoring shall be conducted in an open manner, and with no covert use of public address systems or other technical and electrical surveillance techniques or equipment.

The Employee shall be provided with a copy of his/her complete evaluation report by his/her Supervisor/Administrator. Within ten (10) days of the receipt of the evaluation or at a mutually determined time, the employee shall have a conference with his/her Supervisor/ Administrator to review the evaluation. If an employee is requested to attend a meeting or hearing with the Administration and/or the Board, and the employee believes that significant and serious issues bearing on his/her job performance, continued employment, a particular evaluation, or that his/her job description could be significantly

modified, then that employee shall have the right to Association representation at that meeting or hearing. The employee shall be notified in writing of the time, place, and nature of the meeting or hearing at least twenty-four (24) hours in advance, except in cases of emergency or in those cases in which the employee is accused of a criminal act, including but not limited to: physical assault on a student or a member of the staff, use of alcohol on school premises, or the sale or use (other than those allowed by prescription of a physician) of regulated drugs.

No such evaluation shall be submitted to the Central Office or placed in the employee's personnel file until the conference has been conducted, or unless the employee refuses to attend said conference. The employee shall sign the evaluation and may write a response that shall be attached to the evaluation. No employee shall be required or be asked to sign a blank or incomplete evaluation report or form.

The Administration and employee's supervisor shall jointly write a plan in consultation with the employee for corrective action to remedy deficiencies in the employee's job performance. If the remedial action is not taken by the employee within the time provided for in the plan, then such failure shall be just cause for termination of the employee.

17.2 Personnel Files: The Office of the Superintendent of Schools shall maintain the official personnel records and files for each employee.

An employee shall have the right, upon reasonable request, to review the contents of their personnel file, excluding references, in the presence of the Superintendent's Administrative Assistant (assigned the task of keeping those records) or a designee, during regular office hours, and the Association shall be provided a copy (free) of any document reviewed if the employee requests a copy or copies. An employee will be entitled to have a representative of the Association accompany him/her during such review.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material first. An Association representative and an Administrator shall be present during said review.

The employee shall acknowledge that he/she has reviewed the material by affixing his/her signature to the material to be filed with the expressed understanding that such signature to the material file does not include the employee's agreement to the contents thereof. The employee shall have the right to submit a written response to the material filed, which will itself become a permanent part of the employee's personnel file.

17.3 Complaints: If any complaint regarding an employee is made to the Administration by a parent, a student, or other person, and the complaint could in any way influence an evaluation of the employee, then the complaint shall be promptly investigated and immediately called to the employee's attention. The employee shall have the opportunity

to respond to and/or rebut any such complaints and to submit a written answer to such information for their personnel file.

All actions, discussions, and meetings regarding conditions for employment shall be taken, insofar as is possible, without publicity; however, notice or information provided to the Association or the Board and factual reports provided in response to requests for references from the employee involved or from employers to whom the employee involved has applied shall not be considered publicity; however, notice or information provided to the Association or the Administration and factual reports provided in response to requests for references from the employee involved or from employers to whom the employee involved has applied shall not be considered publicity.

Documents and documentation derogatory to or about an employee will not be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had a chance to review such material and will affix his/her signature to the copy to be filed. The employee may submit a written answer to such material and his/her answer will be attached to the file copy.

- 17.4 Job Descriptions: A job description listing essential duties will be made available to each support staff member at the time of hire. In time, job descriptions for all bargaining unit positions shall be developed. Supervisors will be responsible for providing specific work hours, job tasks, and assignments.

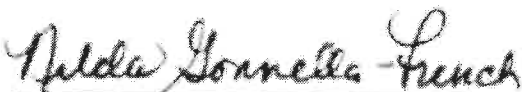
ARTICLE 18 GENERAL

- 18.1 Copies: Copies of this Agreement will be made available for downloading by each employee via the website within thirty (30) days after ratification or by request to the Central Office. New employees will be provided access to the website to download the Master Agreement at the time of hire.
- 18.2 Severability: If any provision of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 18.3 Complete Agreement: This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.
- 18.4 Notices: All written notices to the Board or Association, respectively, will be deemed to have been properly served so long as they are either mailed by Certified Mail/Return Receipt Requested, or if personally delivered to the office of the Superintendent and the person of the President of the Association to which the matter pertains.

- 18.5 New Position: The Board agrees that any time a new position is created within the bargaining unit, the Association shall be notified in writing of such position. The Board shall negotiate with the Association over the wage rate for the position; however, if no agreement is reached within thirty (30) calendar days in which the maximum of two meetings will be scheduled, the Board may set the wage rate to remain in effect until the expiration of the collective bargaining agreement.
- 18.6 Job Posting: Should a vacancy occur within the bargaining unit, either through the creation of a new position or a vacancy in an existing position, and should there be no employee on full or partial layoff status eligible to be recalled to said position under the terms of this Article, then said vacancy shall be posted in predetermined locations within the District for a minimum of three (3) workdays excluding school holidays, during which time current employees shall be given the opportunity to apply to the Administration in writing for a voluntary transfer to such position. If a vacancy occurs during a school vacation (of more than two days), the three (3) days will commence with the date of the email of said notice of vacancy to all bargaining unit members and the foregoing time limit shall apply. If a job becomes available in conjunction with school activities such as additional tutoring and summer school, the job shall be posted at the school for three (3) workdays and current school employees shall be considered for the work before the position(s) is offered to the general public. Tutoring positions are exempt from posting.

ARTICLE 19 DURATION AND FUTURE NEGOTIATIONS

- 19.1 Effective Dates: The provisions of this Agreement will be effective as of July 1, 2022, except as otherwise noted, and will continue and remain in full force and effect until June 30, 2023. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than October 15 of the year this Agreement terminates or any October 15 thereafter of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.
- 19.2 Conduct: All negotiations shall be conducted in accordance with and pursuant to Title 21 § 22 Vermont Statutes Annotated.
- 19.3 Modification: This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.



Duly Authorized by MRUSD Board

05/04/2022

Date



EA Lead Negotiator

5/04/2022

Date

APPENDIX A PARAEDUCATOR WAGES FY 23

Column 1 - Has high school diploma or GED and passed the formal state or local academic assessment. Does not hold an Associate's degree or sixty (60) or more credit hours.

Column 2 - Holds an Associate's degree or sixty (60) or more credit hours, with a minimum of nine (9) credits pertinent to their position. Does not hold a Bachelor's degree.

Column 3 - Holds a Bachelor's degree or one hundred twenty (120) or more credit hours with a minimum of nine (9) credits pertinent to their position.

Column Movement - Requests for anticipated column movement must reach the Superintendent's Office by December 1 in order to be considered for column movement for the following school year. Documentation verifying successful completion of college course requirements must reach the Superintendent's Office prior to the start of the school year in order for an adjustment to the employee's placement.

Course Credit - Fifteen (15) seminar hours (workshops/in-service) equals one (1) credit hour.

New Paraeducators - Starting salary for all new employees to be determined at the Superintendent's discretion. New paraeducators not meeting requirements will be placed on the schedule by the Superintendent based on experience and course credit. New paraeducators not meeting minimum requirements may be hired on the first step and will be held on step unless column 1 qualifications have been met. Qualifications must be met within two (2) years of hire or will not be renewed.

Paraeducator FY23			
Step	Col 1	Col 2	Col 3
1	15.64	16.14	17.14
2	15.94	16.44	17.44
3	16.24	16.74	17.74
4	16.54	17.04	18.04
5	16.84	17.34	18.34
6	17.14	17.64	18.64
7	17.44	17.94	18.94
8	17.74	18.24	19.24
9	18.04	18.54	19.54
10	18.34	18.84	19.84
11	18.64	19.14	20.14
12	18.94	19.44	20.44
13	19.24	19.74	20.74
14	19.54	20.04	21.04
15	19.84	20.34	21.34

APPENDIX B SECRETARY/SPECIALIST WAGE SCHEDULE FY 23

Secretarial Group	
Step	FY23
1	19.72
2	20.02
3	20.32
4	20.62
5	20.92
6	21.22
7	21.52
8	21.82
9	22.12
10	22.42
11	22.72
12	23.02
13	23.32
14	23.62
15	23.92

Specialists Group	
Position	FY23
Attendance Monitor	18.49
Lab Supervisor 1	22.28
Lab Supervisor 2	22.69
SLP Assistants	23.47
In School Support	26.91

APPENDIX C CUSTODIAN WAGE SCHEDULE FY23

Custodial / Maintenance FY23			
Step	Custodian I	Custodian II	Maintenance
1	15.57	16.32	17.71
2	15.92	16.67	18.16
3	16.27	17.02	18.61
4	16.62	17.37	19.06
5	16.97	17.72	19.51
6	17.32	18.07	19.96
7	17.67	18.42	20.41
8	18.02	18.77	20.86
9	18.37	19.12	21.31
10	18.72	19.47	21.76
11	19.07	19.82	22.21
12	19.42	20.17	22.66
13	19.77	20.52	23.11
14	20.12	20.87	23.56
15	20.47	21.22	24.01
16	20.82	21.57	24.46
17	21.17	21.92	24.91
18	21.52	22.27	25.36
19	21.87	22.62	25.81
20	22.22	22.97	26.26

Shift Differential Complex: Seasonal third shift, 11 PM to 7 AM continuous work, staff, when required, shall be paid an additional \$1.00 per hour above their normal wage.

APPENDIX D BEHAVIORAL CONSULTANTS FY23

Behavior Consultant	
Step	FY23
1	53,938
2	54,963
3	55,988
4	57,013
5	58,038
6	59,063
7	60,088
8	61,113
9	62,138
10	63,163
11	64,188
12	65,213
13	66,238
14	67,263
15	68,288

APPENDIX E HEALTH INSURANCE FY 21

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

ARTICLE I. RECOGNITION:

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

ARTICLE II. DEFINITIONS:

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

ARTICLE III. SCOPE OF BARGAINING:

- 3.1 The following shall apply:
- 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

- A. The employee and the domestic partner are each other's sole domestic partner and

have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and

- B. The employee and the domestic partner are 18-years old or older; and
- C. Neither the employee nor the domestic partner is married to anyone; and
- D. The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and
- E. 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.
- F. 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:

- A. The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and
- B. 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
- C. The child[ren] resides with the employee and the domestic partner; and
- D. 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, 2022, 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, 2023 all support staff who are not at the 20% premium contribution level

will increase the employee contribution by not more than two (2%) percentage points, not to exceed twenty (20%) percent for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

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

- 7.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of coverage; for support staff \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP any other VEHI plan. For employees enrolled in the VEHI 7 Silver CDHP, employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators: \$2100 for a single tier and \$4200 for all other tiers; for support staff \$2200 for a single tier and \$4400 for all other tiers.

ARTICLE VIII.EMPLOYEES UNDER PART-TIME CONTRACT IN TWO OR MORE DISTRICTS/SUPERVISORY UNIONS:

- 8.1 Cost Sharing: Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for health insurance coverage according to this Document ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportional premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee's contract. For example, if district "A" has a 60% employment contract/relationship with the school employee, District "A" will be responsible for 60% of the total district costs sharing responsibility set forth herein.
- 8.2 Plan Administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.
- 8.3 Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Document during the course of any one calendar year the employee's coverage under the plan shall remain unchanged. However, the employer obligations under this Document shall be appropriately pro-rated

between the two employers and the new employer shall take on applicable administrative responsibilities.

ARTICLE IX. GENERAL:

- 9.1 All terms and conditions of this Document will be incorporated by reference into existing collective bargaining agreements in accordance with applicable laws.
- 9.2 All terms and conditions of this Document will be incorporated by reference into school policies or individual employment contracts that govern health benefits for school employees not in recognized bargaining units in accordance with applicable laws.
- 9.3 Nothing in this Document shall be construed to deny, restrict or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's Family and Medical Leave Laws, or other state and federal statutes.

ARTICLE X. DURATION OF STATEWIDE DOCUMENT:

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

ARTICLE XI. TRANSITIONING TO A STATEWIDE THIRD PARTY ADMINISTRATOR SERVICES IN THE INTERIM:

- 11.1 Employers shall pay the administrative expenses charged by the third-party Administrator (TPA).
- 11.2 Autopayment to providers will be the default payment method unless requested otherwise by the bargaining unit.
- 11.3 The TPA chosen shall be able to provide debit cards to facilitate payments when autopayment is not an option. Debit cards must be provided to employees prior to January 1st of each year of this document.