

MASTER AGREEMENT

BETWEEN THE

**SLATE VALLEY UNIFIED UNION
BOARD OF SCHOOL DIRECTORS**

AND THE

**SLATE VALLEY EDUCATION ASSOCIATION
SLATE VALLEY UNIT**

2020-2022

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ACKNOWLEDGEMENT OF 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 and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Article.

ARTICLE I AGREEMENT

1.1 This Agreement is made and entered into by and between the Slate Valley Unified Union School District (SVUUSD) Board of School Directors hereinafter referred to as the "BOARD", and the Slate Valley Educational Association (SVEA), the bargaining agent for the Teachers in the aforementioned school district, an affiliate of the Vermont-NEA (hereinafter referred to as the "ASSOCIATION"), in compliance with Chapter 57 of Title 16 V.S.A. relative to Labor Relations for Teachers.

ARTICLE II PREAMBLE

In order to effect the provisions of Title 16, Chapter 57 of the Vermont Statutes Annotated, the Board and the Association recognize the importance of an effective and harmonious relationship between parties. Together, we strive to provide a safe, educational setting and quality instructional services. We encourage direct, positive involvement and cooperation between the community, the home, and the school in the total education process.

Recognizing that our prime purpose is to provide education of the highest possible quality for students, and that good morale within the teaching staff is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:

- a. The Board, elected by the citizens, has the final responsibility for carrying out the laws of Vermont and the regulations of the superior bodies established pursuant thereto respecting the conduct of the schools;
- b. The Superintendent of Schools (hereinafter referred to as the Superintendent) has the responsibility of carrying out policies established by the Board and of managing and directing the schools, subject to the Board;
- c. The teaching staff shall, in a professional manner, provide an education of the highest possible quality with the resources available;
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Board, the Superintendent, and the Association regarding matters such as wages, hours and other conditions of employment for the teaching staff;
- e. The Board and the Association or the Superintendent or Principal and the Association shall meet upon request of either party for the purpose of discussing implementation of the existing contract or to discuss other matters of interest, except that neither party shall be required to discuss renegotiation of the present contract; and so to

give effect to these declarations, the following principles and procedures are hereby adopted:

ARTICLE III RECOGNITION

- 3.1 Pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, the BOARD recognizes the ASSOCIATION as the sole and exclusive representative of its teaching employees, as defined below, for the purpose of collective negotiations with the BOARD upon matter of salary, related economic conditions of employment, procedures for processing complaint and grievances relating to employment, and any mutually agreed upon matters not in conflict with the statutes and laws of the State of Vermont.
- 3.2 The terms "teaching employees" or "teachers", as used in this Agreement, shall encompass all employees of the District licensed by the Vermont Agency of Education. It shall not include the positions of the Director of School Counseling and Special Education Administrators or any persons principally employed in an administrative or supervisory position.
- 3.3 The provisions of this agreement shall not apply to any individuals who serve as substitutes, nor as replacement teachers for forty-five (45) school days or less. A replacement teacher who works more than forty-five (45) days shall be considered a member of the bargaining unit, but shall not be subject to Article XIII (Reductions in Force) of this Agreement, nor shall he or she be entitled to any notice of non-renewal. Such a teacher shall have no expectation of continued employment beyond the terminal date of his or her appointment or to the end of the school year whichever is earlier.

ARTICLE IV DEFINITIONS

Whenever the singular is used in this Agreement, it is to include the plural.

- a. **School:** Any work location or functional division maintained by the School District in which the education process is carried on, including locations involving interscholastic athletic competitions.
- b. **Principal/Assistant Principal/Superintendent/Director of Curriculum, Director of Special Services/Director of Finance/Director of Operations and Board:** A person employed by the Board as a school administrator, and considered part of the school district leadership team.
- c. **Teacher:** A person employed by the Board in the bargaining unit described in Article III.
- d. **Part Time:** Teachers working less than full time.
- e. **Association:** The Collective Bargaining Agent titled Slate Valley Educational Association (SVEA).
- f. **Association Representative:** The Association's building representative or other designee of the Association.
- g. **Parties:** The Board and the Association.
- h. **Teaching Period:** A period in which the teacher is actively involved with students in the active teaching or other regularly assigned supervisory duty, which shall include functions performed by the nurse, guidance counselor and librarian. Home Room, detention and lunchroom supervision are addressed.

- i. **Preparation Period:** A period during which a teacher is not assigned a regularly programmed responsibility.
- j. **Department:** Such subject area or areas of study as determined by the Administration.
- k. **Domestic Partner:** Unrelated and unmarried person who shares common living quarters with an employee for at least six (6) months and lives in a committed, intimate relationship that is not legally defined as marriage by the state in which the partners reside and are jointly responsible for basic living expenses.
- l. **Per Diem:** The teacher's annual salary divided by the total number of contracted work days in the work year.
- m. **Specials:** Art, Physical Education, Health, Library/Technology, Band, Chorus, General Music, Elementary/Middle School World Language.

ARTICLE V ASSOCIATION AND TEACHER RIGHTS

- 5.1 The Board agrees that each teacher shall have the rights to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. It is further agreed that each teacher may choose not to join this or any other teachers' association. Neither the Board nor the Association shall discriminate against any teacher because of membership or non-membership in the Association or participation in any lawful activity of the Association.
- 5.2 The Board agrees that there shall be no discrimination in the hiring, training, assignment, promotion, evaluation, transfer, or discipline of teachers or in the application of administration of this Agreement on the basis of race, color, religion, ancestry, national origin, age, gender identity, sexual orientation, domicile, marital status, place of birth, or a qualified disability, or any other protected class as defined by state and/or federal law.
- 5.3 Representatives of the Association, the Vermont-National Education Association, and the National Education Association shall be permitted to transact official business on school property at all reasonable times and shall be permitted to use the school building for meetings provided that this does not interfere with any assigned duties or interrupt school programs or operations.

The Association shall have the right to use such facilities and equipment as are normally provided for teacher use within the school, including school audio/visual equipment, provided such use is at reasonable times and upon prior written approval of the Principal or his or her designee, and provided further that such use does not interfere with the teaching of pupils or interrupt normal school activities and operations. The Association shall pay all reasonable costs of materials, supplies and repairs incident to such use.

- 5.4 The Association shall have the right to use the intra and inter-school mail/e-mail facilities and school mailboxes, and to maintain a bulletin board in each building, as it deems necessary in the course of conducting official Association business.
- 5.5 Upon request, the Board shall provide the Association with copies of its preliminary budgetary proposals, requirements, and allocations. Also upon request, the Board shall make available to the Association for inspection all public records, data and information of the District, to

the extent permitted by law. Teachers shall provide official transcripts, grades and other pertinent data to the Superintendent upon request.

- 5.6 Except as otherwise provided in Article XII or elsewhere in this agreement, no teacher shall have his or her contract non-renewed or be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed, or otherwise deprived of any professional advantage without just and sufficient cause. Any such action will be made only after a meeting between the teacher involved and the administrator involved, at which time the teacher will be informed in writing of the specific reasons. The teacher may, at his or her option, have a representative of the Association present at such meeting.
- 5.7 Any complaint regarding a teacher made to any member of the Board or Administration by any parent, student or other persons, used in any manner in evaluating or disciplining a teacher, will be promptly investigated and called to the attention of the teacher. The teacher will be given an opportunity to respond to and/or rebut such complaint.
- 5.8 Teachers will have the right, upon request, to review the contents of their personnel file with their immediate supervisor or the Superintendent (or the Superintendent's designated representative) present at the review meeting, and to receive a copy of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him or her during such review. At least once every two years, a teacher will have the right to indicate those documents and/or other materials in his or her file which he or she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent or his or her designated representative, and if he or she agrees, they will be destroyed. If there is no such agreement, the teacher will be able to attach a rebuttal to the disputed documents.
- 5.9 Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it will not establish separate "confidential" files.
- 5.10 No material derogatory to a teacher's conduct, services, character or personality will be placed in his or her personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he or she has had a chance to review such material by affixing his or 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 or her answer will be reviewed by the Superintendent, or his or her designee, and attached to the file.
- 5.11 If a teacher is to be disciplined or reprimanded by a member of the Administration, either party may have a representative present. Except for the presence of such representative, the disciplining or reprimanding will be done in private.
- 5.12 Nothing in this Article is intended to infringe upon or limit an administrative officer's right or privilege to discuss with a teacher his general or professional conduct on the job nor limit the Principal's or Assistant Principal's ability to communicate to teaching staff on a one to one basis. Either party may have a representative present when deemed necessary.
- 5.13 The Board will provide teachers with an electronic copy of this Agreement, and can be printed upon request, when the teacher is initially

hired by the Board and upon the completion of negotiations for successors to this Agreement.

- 5.14 The rights and privileges of the Association, and its representatives as set forth in this contract, shall be granted only to the Association, as the exclusive representative of the teachers, and to no other teacher organizations.

ARTICLE VI BOARD RIGHTS

- 6.1 In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education in, and the efficient and economical operation of, the Slate Valley Unified Union School District, it is agreed that, except as specifically and directly modified by express language in a specific provision of this Contract, the Board retains all rights and powers at its discretion without such exercise being made the subject of a grievance or unfair labor practice charge.

ARTICLE VII NEGOTIATIONS

- 7.1 During the year preceding that in which this Agreement expires, the Board agrees to enter into negotiations with the Association, in a good faith effort to arrive at a successor Agreement. All negotiations shall be conducted in accordance with, and pursuant to, Title 16, Chapter 57, and Vermont Statutes Annotated. The Association will notify the Board by September 15th preceding the expiration of this contract of their intent to represent the District teachers in the negotiation of their next contract. The first meeting of the Board and the Association shall be on or before October 1st.
- 7.2 During negotiations the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.
- 7.3 If, after all matters properly before them have been negotiated, the parties are unable to reach agreement upon specific terms, resolution of the impasse shall proceed in accordance with, and pursuant to, Title 16, Chapter 57, Vermont Statutes Annotated.
- 7.4 The cost of the services for a jointly agreed to mediator and/or fact-finding committee shall be shared equally by the Board and the Association. These expenses include per diem expenses, if any, of his or her actual and necessary travel and subsistence expenses and of a hearing room.
- 7.5 Negotiations shall be conducted so that the collective bargaining process through the receipt of the fact finding report shall be completed by June 1st of the last year of the current Agreement. If a successor agreement has not been reached prior to the beginning of the school year following the expiration of this Agreement, all teachers shall remain on the same step of the salary schedule that they are on in the last year of the expiring contract until such time as a successor agreement is reached. At that time, salary differentials under the new agreement, if any, will be paid in lump sum within thirty (30) days after execution of the new Master Agreement by all of the parties.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1 Definitions:

- a. **A complaint** is an objection by an employee to any policy or practice, which in his or her opinion is improper or unfair.
- b. **A grievance** is a claim or dispute involving the interpretation and/or application, either in whole or in part, of any written and presently operative portion or provision of this contract. Under no circumstances shall any matter, which is not part of this contract, be considered a valid cause of grievance.
- c. **A grievant** is a person who institutes a grievance at its initial stage or step under this contract. Such grievant may be an individual employee, the Association acting on behalf of individual employee(s), or the Association acting on behalf of all employees collectively.
- d. **Grievance Committee** is a volunteer representation from the Association rank that handles grievances. The committee is to be governed by the Association and determined prior to each grievance.
- e. **Time Limits:** All time limits contained in this grievance procedure shall consist of calendar days during the school year and weekdays during the summer. The procedure will continue during the summer vacation unless postponed by mutual consent of the parties concerned. Time periods specified in the procedure may be extended by mutual agreement.

8.2 Association Representation: The grievant shall, at all stages in the formal grievance procedure herein provided for, be entitled to Association representation. At least one (1) Association representative shall be present for any meeting, hearing, appeal or other proceeding related to a grievance, which has been formally presented. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the Administration and having the grievance adjusted without intervention of the Association, provided the Association and School Board have been notified and the adjustment is not inconsistent with the terms of this Agreement.

8.3 Procedural Requirement: No grievance shall be entertained except in accordance with the procedures specified in this contract. Failure by the grievant to adhere to these procedures within the specified periods shall render the grievance null and void. Failure by the board or its representatives to render a decision within these time limits shall be construed as a denial of the grievance and the grievant may proceed to the next step of the procedure.

8.4 Right To Withdraw A Grievance: A grievance shall at all times and throughout all steps of this procedure, remain the exclusive property of the original grievant, and SVEA who shall retain the right to withdraw the grievance at any time or at any step of the grievance procedure.

8.5 Procedure for Handling Complaints: Any employee may present and discuss his or her complaint with a representative of the Association. Similarly a representative of the Association may present and discuss a complaint on behalf of and with knowledge of any employee or group of employees with the Principal, the Superintendent and the School Board in that order. All such discussions shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent for similar complaints or grievance. If the employee has informed the Association of his or her complaint,

then the Association shall be informed of the resolution of the informal complaint.

8.6 Formal Grievance Procedure:

Step 1: A grievance must be filed in writing by a grievant within twenty-eight (28) calendar days from the date of his or her first knowledge of the event. This written document will set forth the basis of the grievance and recommend a remedy. All grievances shall be filed with the Principal or his or her designee. The Principal or designee shall, within eight (8) calendar days of the receipt of the grievance meet with the grievant et al for the purpose of discussing the grievance. Within eight (8) calendar days after the grievance meeting, the Principal or designee shall ensure that a written document explaining the decision is delivered to the grievant and the Grievance Committee.

Step 2: If the grievance has not been settled at Step 1, the grievant must submit the grievance to the Superintendent/designee within fourteen (14) calendar days. The Superintendent/designee shall, within eight (8) calendar days of receipt of the grievance, meet with the grievant for the purpose of discussing the grievance.

The Superintendent/designee shall, within eight (8) calendar days after the grievance meeting, issue a decision with reasons in writing to the grievant and the Grievance Committee.

Step 3: If the grievance has not been settled at Step 2, the Grievance Committee/Grievant may continue by submitting the grievance in writing to the School Board/designee within fourteen (14) calendar days of receipt of the Superintendent's written decision. The School Board/designee shall meet with the Grievance Committee/Grievant for the purpose of discussing the grievance within fourteen (14) calendar days. The School Board shall ensure that a written document explaining the decision is delivered to the Grievance Committee/grievant within twenty-one (21) calendar days.

Step 4: Arbitration. If the grievance has not been settled at Step 3, then within twenty-one (21) calendar days after receipt of the School Board/designee's written decision, the Association may request binding arbitration. Such request shall be made in writing, and shall be delivered in person or by registered/certified mail to the Superintendent. The Superintendent shall acknowledge receipt and start arrangements with the Association for selection of an arbitrator within seven (7) calendar days.

An arbitrator shall be determined by mutual agreement between the Board/designee and the Grievance Committee/designee. Should the parties be unable to agree upon an arbitrator within fourteen (14) calendar days, arbitration shall be requested from the American Arbitration Association.

Decisions of the arbitrator in matters of grievance shall be issued in writing, shall be final and binding, and shall not be subject to appeal by either party. Cost of arbitration shall be borne jointly with the exception of expenses for witnesses, which shall be borne by the parties calling the witnesses. The arbitrator shall have no power to alter or amend the terms of this contract. However, the arbitrator shall be empowered to include in any award such financial reimbursement or other remedies as he or she shall judge to be proper, save that the arbitrator

shall not require the Board to perform any act contrary to State or Federal statute, or to the regulations having effect of law of any State administrative agency having a controlling interest in the matter. Should any party desire a transcript of the proceedings in arbitration, that party shall bear the full costs of such transcripts.

The Board, the Administration and the Association agree to cooperate in the investigation of any grievance, and further agree to furnish each other with any information requested in connection with the processing of a dispute presently being grieved. No grievance shall in any way hinder the educational process during the academic workday. There will be no reprisal taken by the Board or the Association against any employee because of his or her participation in this grievance procedure.

Under no circumstances shall students who are minors be involved in the hearing of, or resolution of, a grievance, unless written consent from a parent/guardian is filed with the Superintendent in advance. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

The arbitration procedure shall be in accordance with the rules of the American Arbitration Association and hearings shall be conducted at a place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

- 8.7 **Arbitration:** Employees who are required to attend any duly called arbitration hearing, either as a grievant or witness, shall receive his or her regular salary during such absences, provided such matters are school related.

ARTICLE IX PROFESSIONAL DEVELOPMENT

- 9.1 The Board and Association support the principles of continuing training for professional teachers and the improvement of instruction. The Board believes that improvement in the program for students is related to the professional development of teachers and is a joint responsibility of all parties.
- 9.2 The School Board will pay the tuition costs and registration fees for coursework or activities up to six (6) credits per year for professional staff. In regard to fees, included are administration fees, lab fees, etc. and not included are the costs of room and board, mileage allotments, textbooks, etc. The tuition payment will not exceed the current in-state tuition rate per credit at the University of Vermont. Part-time teachers will receive credit on a prorated basis, but no less than three (3) credits per year or its equivalency. Teachers will not accumulate credits from one year to the next. The course or activity must be relevant to the field which the individual teaches and pre-approved by the Superintendent. The costs and fees mentioned above may be used for workshops (as well as college courses) if pre-approved by the Superintendent. Part-time teachers will receive tuition costs and registration fees for course work or activities on a prorated basis in a way that shall be paid for the percentage of the time or money in proportion to their contract status; i.e. fifty percent (50%) benefits, but no less than three (3) credits per year or its equivalency.

Any teacher who enrolls in any specialized graduate degree program, such as VMI, VSI or specialized training programs which require financial support from the school district and approval by the building

administration and/or superintendent will commit to staying in the district for 3 years after the completion of the program. Should a teacher request to leave, not return their contract, resign or be released from their contract before the 3 year commitment is honored they will reimburse the school district cost based on a prorated basis.

- 9.3 The Board agrees to pay the full cost of tuition and registration fees incurred in connection with any courses, workshops, seminars, conferences, or other such sessions which a teacher is required in writing to take by the Administration.

ARTICLE X

Teacher Evaluation

- 10.1 The purpose of supervision/evaluation is:
- a. To provide information for the continuous improvement of educator performance that directly impacts student learning and their well-being.
 - b. To improve instruction using multiple measures of assessments.
 - c. To increase student achievement.
 - d. To increase graduation rates and
 - e. To encourage continuing professional growth.
- 10.2 The Unified Union School District Supervision/Evaluation Plan shall not change throughout the duration of this contract, unless mutually agreed upon by the bargaining unit of the SVEA and the board.
- 10.3 Evaluation criteria will be submitted to the teachers by the administration. Nothing is intended to prevent the principal, assistant principal or qualified administrators from classroom walkthroughs which may be conducted any time during the class day and can be unannounced. Observations and summative evaluations will be conducted as specified in the Slate Valley Unified Union School District Supervision/Evaluation Plan.
- 10.4 A conference with the Superintendent/his or her designee or Principal/Assistant Principal/his or her designee may be scheduled within ten (10) school days following an observation and/or summative evaluation if requested by either party. At least three (3) days prior to such conference, the teacher shall be given a copy of the observation and/or summative evaluation report. At the close of the conference, the teacher and the administrator shall sign the official school copy, indicating that the report has been seen by the teacher and discussed with the administrator. In any event, a copy of the observation and/or summative evaluation signed by the administrator shall be given to and signed by the teacher within ten (10) school days following the observation and/or summative evaluation. Such signatures shall not be construed to indicate either agreement or disagreement with the contents. No teacher shall be required to sign a blank or incomplete observation or summative evaluation form. The teacher shall have the right to submit a written answer to such evaluation, and his or her answer shall be attached to file copy.

ARTICLE XI

LEAVES

- 11.1 **Sick Leave:**
- a. All full-time teachers in the Slate Valley Unified Union School District shall be entitled to fifteen (15) sick leave days per year

as of the beginning of the school year. Part-time teachers shall receive a prorated number of sick days.

Unused sick leave days shall be accumulated from year to year to a maximum number of one hundred eighty-five (185) days.

Should a member of the teacher's immediate family be taken ill, sick leave to the extent that it is accumulated, may be taken. Immediate family shall include spouse, son, daughter, stepchild, father, mother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncles, aunt, stepfather and stepmother, civil union partner, significant other, foster child, anyone to whom the employee is the legal guardian. The Principal shall be notified prior to the leave, and shall be given as much prior notice as possible under the circumstances.

Each teacher will be given an annual account of his or her total number of accumulated sick days and the number of sick days used that school year.

Additional days of sick leave may be granted in special cases at the discretion of the Board.

After an absence of four (4) consecutive days, a doctor's certificate of illness may be required.

- b. **Sick Leave Banks:** The Sick Bank will be established for the members of this agreement to assist employees who, due to prolonged illness and/or injury, or family (son, daughter, stepchild, father, mother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncles, aunts, stepfather and stepmother, civil union partner, significant other, foster child, anyone to whom the employee is the legal guardian) illness are unable to resume their professional duties after exhausting all of their accumulated sick days.
 1. **Sick Bank Executive Committee:** The Sick Bank will be governed by an executive committee consisting of two (2) Sick Bank members, one (1) School Board member, and the Superintendent. The Committee will be responsible for granting membership to the Sick Bank, granting requests for withdrawals from the Sick Bank, and maintaining records of accumulated sick days for each Sick Bank member.
 2. **Membership Eligibility:** Any member of this agreement, full-time or part-time is eligible for membership in the Sick Bank.
 3. **Requirements:** Any employee wishing to become a member of the Sick Bank must submit to the Sick Bank Executive Committee a written request for membership not later than September 15th of the school year for which application is made. Employees hired during the school year who wish to join must submit a written request to the Sick Bank Executive Committee within fourteen (14) calendar days from the first day of employment.
 4. Upon becoming a member of the Sick Bank, an employee must contribute one (1) day to the Sick Bank. No additional deposits will be required unless the Sick Bank balance is substantially reduced.
 5. Any Sick Bank member may withdraw from the Sick Bank at any time. However, that member forfeits any of his or her days contributed to the Sick Bank. When circumstances allow, members of the sick

bank should request a withdrawal at least ten (10) calendar days prior to the date that the sick bank days are needed.

6. **Benefits:** Members of the Sick Bank who have incurred a sickness or injury resulting in that member's inability to perform his or her professional duties, may draw up to thirty (30) days from the Sick Bank for any one illness or injury resulting in an inability to perform his or her professional duties. Prolonged absence associated with normal pregnancy is not and will not be covered under the terms of this Article. Before a member can be reimbursed for absence, he or she must:

i. have exhausted his or her accumulated leave;

ii. have a letter from an attending physician verifying the member's inability to perform the required professional duties;

iii. is a member in good standing- (has contributed at least 1 sick day to the bank excluding the 2018-2019 School Year.)

7. The Executive Committee will vote on granting any and all requests for sick bank withdrawals. In case of a tie vote, the Superintendent will make the final decision.

8. There is no requirement for members who use the Sick Bank to repay the Bank.

9. Maintenance of the Sick Bank Balance - Through membership contributions, an accumulation of sick days is established for the sole use of Sick Bank members and may not exceed one hundred eighty-five (185) days. However, should the Sick Bank balance be substantially reduced because of a bona fide withdrawal, members may be required to contribute additional days in order to maintain the Sick Bank balance at a level necessary to satisfy the membership for a vote. A meeting for such a vote will be announced. Such requests for additional contributions shall be brought before the membership for a vote. A majority vote for additional contributions will make such contributions a requirement for retaining membership.

10. **Part-Time Employees:** Part-time employees must contribute sick days in proportion to the amount of time they work in the Supervisory Union. Additional contributions deemed necessary by the membership will, likewise, be adjusted for the part-time employee.

11. **Sick Day Buy-out:** Upon retirement from teaching, a teacher with fifteen (15) or more continuous years of full-time teaching service in the School District shall be reimbursed for unused sick days at thirty percent (30%) of the teacher's normal per diem salary rate.

11.2 **Personal Leave:**

a. Personal leave shall be granted for personal, legal, household or family business, or emergencies and unforeseen circumstances and any other good cause, which require absence during school hours. Personal leave is not to be used for recreation or social events. Personal business shall not include non-school employment. It is agreed that these days are to allow teachers to meet family business, legal matters and emergency situations with a minimum loss of teacher instructional time. Each teacher will make every effort to attend to personal business on non-teaching time and a request for personal leave form will be submitted in writing (with categories of family

business, legal business, and emergency) only when every reasonable effort has been made to schedule personal business so as not to interfere with the teaching commitment. The teacher will verbally provide the specifics of the personal leave if requested by the administration. All Teachers will be provided three (3) personal days. The aforementioned will be prorated based on FTE. Notice is to be given to the teacher's Principal or other immediate supervisor at least three (3) school days before taking personal leave (except in the case of an emergency).

- b. Personal days may not be taken to extend a recess or at the start or end of the school year with exception of religious holidays. However, one day may be used prior to, or immediately after, a recess once per year.

Said recesses are defined as the Thanksgiving, December holiday, February and April recesses. Such leave is not cumulative. Absences for a school day, not authorized by this Article, may be approved by the building Administration. Unauthorized leave shall be deducted (1/length of school year) of the individual's contracted salary.

- c. Any unused personal days at the end of the school year will roll into allowed accumulated sick leave for the following year under Article 11.1.

- 11.3 **Temporary Leaves:** Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay and benefits.

- 11.4 **Bereavement Leave:** For bereavement in the event of death of a teacher's spouse, son, daughter, stepchild, father, mother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncles, aunts, stepfather and stepmother, civil union partner, significant other, foster child, anyone to whom the employee is the legal guardian, the teacher shall be granted up to five (5) working days per bereavement. Bereavement leave relating to the death of individuals not specifically included in the preceding sentence may be granted at the discretion of the Administration. Additional leave for this purpose may also be granted at the discretion of the Administration.

- 11.5 **Professional Leave:** Each teacher shall have the right to be excused from school without loss of pay, for professional reasons, for three (3) school days, provided he or she has requested and received written approval from the Principal five (5) days in advance, except in cases of emergency. These days must be used for:

- a. Visitation to other schools for the purpose of professional development.
- b. Attendance at educational meetings.
- c. In-school curriculum assessment/improvement.
- d. Action planning and School/District's Mission Statement.

Additional professional days may be granted at the discretion of the Administration.

Any professional day required by the Administration will not count against the three (3) allotted days.

- 11.6 **Emergency Leave:** Absences may be authorized by the Principal and/or Superintendent of Schools for an emergency.

- 11.7 **Leaves for Peace Corps/VISTA/Exchange Teacher:** Upon written application,

a leave of absence without pay up to two (2) years may be granted by the Board to any teacher who has taught a minimum of three (3) years within the District who joins the Peace Corps/VISTA or serves as an exchange teacher, and is a full-time participant in either of such programs.

- 11.8 If a teacher's approved summer school course begins prior to the close of the school year, the teacher may be released up to one (1) week prior to the closing date of the school year with the approval of the Board.

11.9 **Leave of Absence:**

- a. Following written application by an individual teacher to the Principal, and upon recommendation of the Superintendent and the consent of the Board, a leave of absence will be granted provided that the instructional program is not likely to suffer because of such a leave. Leaves of absence shall be without pay.

Such leaves will be no longer than one (1) year in length, commencing on the first day the current contract goes into effect for a specific school year. Notification of intent to return at the beginning of the following school year (after the leave) must be submitted to the Superintendent in writing at the time of application for a leave. The applicant will also verify to the Superintendent his or her desire to return prior to the date of the issuance of contracts for the following year.

- b. A teacher returning from a leave of absence that is an education related activity will be given a year of experience for that period of time. Thus, he or she will receive the appropriate salary and retain all accrued benefits. If the leave of absence is taken for an education-related activity, the teacher may continue to have health insurance coverage in the district plan, as the health policy allows, if the teacher pays a full premium in monthly installments as they come due. In the event an individual takes a leave of absence unrelated to education, upon return, the teacher will not be given a year of experience for that time-period. The teacher shall retain accrued benefits and seniority.
- c. On return from a leave of absence, a teacher will be assigned to the same position that he or she had at the time said leave commenced, if available, or if not, to a substantially equivalent position, provided there is no conflict with Article XIX: Vacancies and Staff Reductions.

- 11.10 **Sabbatical Leaves:** Sabbatical leaves may be granted to qualified teachers for the purpose of research and study, upon the recommendation of the Superintendent and with the approval of the Board. The following limitations and conditions shall apply:

- a. Because of the size of the schools, not more than one (1), member of the teaching staff of each school may be absent on sabbatical leave at any time.
- b. Request for sabbatical leave must be received by the Superintendent in writing no later than November 1st, and action must be taken on all such requests no later than January 15th of the school year preceding the school year for which the sabbatical leave is requested.
- c. Teachers, to be eligible for sabbatical leave, shall have completed six (6) school years of continuous and uninterrupted full-time service within the school district, excluding authorized leaves, prior to the school year for which the application is made.
- d. Teachers on sabbatical leave will be paid at fifty percent (50%) of

their regular salary.

- e. Teachers shall agree in writing to return to their employment in the School District for one (1) full year when granted one (1) semester leave, or for two (2) full years when granted a full year's leave. In the event that the teacher fails to return or seeks to leave prior to the end of the period of obligated service set forth herein, the teacher will be required to reimburse the School District proportionally for all the money paid to him or her on account of such sabbatical leave, except in the case of death or totally disabling sickness of the teacher.
- f. Upon return from sabbatical leave, the teacher will be considered as if he or she were actively employed by the school during the leave time and will be placed on the salary schedules at the appropriate step for his training and experience.
- g. Teachers on sabbatical leave may purchase their insurance for the duration of said leave as allowed under COBRA.

- 11.11 **Temporary Military Service:** A maximum of seventeen (17) days per school year for persons called into temporary active service of any military reserve or National Guard unit. Teachers will be paid the difference between their regular pay and pay which they receive from the State or Federal Government and will be required to notify the Superintendent of Schools as soon as possible prior to such a leave of the date of departure and the term of such service.
- 11.12 **Family Medical Leave Act:** The Board agrees to abide by the Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA). These acts will supplement, not supplant, any benefits contained herein.
- 11.13 **Jury Duty:** Leave will be granted to any teacher who is ordered to perform jury duty. The teacher will be paid his or her regular pay and will reimburse the District any remuneration received for such service.
- 11.14 **Other:** Absences for a school day, not authorized by this Article, may be approved by the Superintendent in his or her discretion for good cause. Other leaves of absence without pay may be granted by the Board.

ARTICLE XII WORKING CONDITIONS

- 12.1 All full day Elementary School Teachers shall be provided a daily duty-free lunch period of thirty (30) consecutive minutes. Teachers hired for less than full day shall receive a prorated portion of the lunch period, based upon the ratio of their contracted time to full day teachers.

FHUHS ONLY: The faculty of Fair Haven Union High School agrees to help supervise lunch segments. A minimum of two (2) supervisors will be present for each lunch segment. Union representatives and the administration will meet at the beginning of each school year to develop an equitable schedule for supervision of the lunchroom. In the event that agreement cannot be reached between the Union and the administration, it will be the duty of the administration to develop an equitable schedule.

In no event shall any member of the faculty have more than twenty (20) lunch segments in any school year to supervise. When not assigned to supervise lunch segments, the faculty is to have a duty-free lunch period.

- 12.2 The Board and the Administration will make all reasonable effort to

ensure that class size reflects the impact of students with special needs.

- 12.3 All teachers shall be given written notification of their class and/or subject assignments for the forthcoming year not later than July 1st, except in building emergency situations. Prior to any reassignments of any teacher from one subject, class building assignment to another, that teacher shall be given the opportunity to present his or her views to the Administration regarding such transfer. See Article 13.11.
- 12.4 The home visits, for parental contact in suitable situations, when cleared through the Principal, will remain a viable possibility, and the Association will support its use.
- 12.5 At the same time, teachers recognize their responsibilities to their students and that their profession requires the performance of the following duties:
- Parent conferences, lesson planning, individualized student instruction plans, 504 plans, school board meetings as requested, bus duty, lunch duty, recess duty, budget work, collection of monies directly related to academic or enrichment events, background data required for reports to the Superintendent's Office or any state or federal department.
- 12.6 The Board states its intention to relieve the teachers of some of their bus duties to the extent that, in the judgment of the Principal, other qualified currently employed non-teaching personnel are available for assignment to these duties, when such assignment results in no additional expense to the School District. While the Association shall be given an opportunity to consult with the Principal on this subject, the item is not subject to the grievance procedure.
- 12.7 Should a vacancy occur within a District covered by this Agreement, either through creation of a new position or a vacancy in an existing position, the vacancy shall be communicated by the Superintendent's office via email to all employees within Slate Valley for a minimum of three (3) school days or weekdays prior to it being posted externally if the vacancy occurs at the end of the school year, during which time currently employed teachers shall be given the opportunity to apply to the Board, in writing and copied to the Principal, for a voluntary transfer to such position.
- A licensed teacher who applies shall be considered for the transfer before any new employee is hired to fill the position. Said teacher will be notified if the Board decides to advertise for said vacancy, and will continue to be considered for the position with all other applicants unless the teacher notifies the Board that he or she is no longer interested. The final decision as to who fills the aforementioned vacancy rests solely with the discretion of the Board based on the recommendation of the Superintendent.
- 12.8 For positions that become vacant prior to the beginning of the school year, a qualified teacher employed within the School District who desires to apply for such open position shall be granted an interview.
- 12.9 **Class Size Limit:** It shall be the sincere intention of the Board to limit the maximum number of pupils per class (except specials) as follows: Kindergarten through Grade 3, less than 20; Grades 4 through 8, less than 25. It is recognized that the availability of classroom teachers and unanticipated enrollments may necessarily cause a class size to exceed the number stated above.

12.10 **Length of School Year:** The period of teaching service shall not exceed one hundred eighty (180) school days during each year of the contract. If the school year shall in fact be less than one hundred eighty (180) days the balance of this time may be time at the discretion of the Superintendent for related activities, such as planning and in-service training. In addition, the teacher agrees to attend educational meetings and in-service programs for a period of time not to exceed six (6) additional days immediately prior to, during or immediately following the school year, as directed by the Superintendent. One of these additional days prior to the school year will be designated for teacher classroom set-up.

12.11 **Prep Time:**

- a. All teachers in Slate Valley Unified Union School District shall be provided with three-hundred (300) minutes of duty free individual preparation time per five (5) day work week with a minimal forty-five (45) consecutive minutes each work day. Part-time preparation time shall be on a prorated basis.

Additional collaborative planning time for teachers will be scheduled as necessary at the discretion of the administration.

SVUUSD shall try as much as is reasonably possible, while at the same time complying with all applicable laws to schedule special education meetings (IEP, 504, and EST meetings) outside of teacher preparation time.

- b. **FHUHS ONLY:** No teacher shall have more than six (6) teaching periods during a normal workday. Should the need arise, and Slate Valley or High School Administration agrees that a new schedule (different from the current 8 period schedule) is justified to fully support our students and district goals, this section shall be opened and discussed at a meeting. The meeting will consist of fair representation from both the union and school, as well as appropriate administration to ensure that teachers maintain an adequate teaching time/preparation time ratio, in alignment with the first sentence of this clause and in connection to the allotted preparation time.

The inquiry block (as part of the current high school schedule) is to be used for direct instruction, supporting district goals, and being readily available for students. Therefore this inquiry period is considered a teaching period and shall be counted into the high school teachers' limit on no more than six (6) teaching periods.

Teachers will have a minimum of one (1) preparation period.

12.12 **Length of Work Day:**

- a. The workday will not exceed seven (7) hours and forty-five (45) minutes. The administration will designate specific school start and end times, bell times, duty times, meeting times, or extraordinary circumstances that may arise. Should the need arise, and alternate work day schedule may be mutually agreed upon by a teacher with association representation and the Administration. An agreed upon special contract will be signed by the teacher and Administration.
- b. Fair Haven Union High School: When the high school schedule is created and sent out teachers of the high school, the high school administration shall also provide the official time the workday begins and ends. This will be by notification in the form of a written letter or through digital writing on the school email server.

Should course scheduling require, and the teacher's schedule accommodate seven (7) teaching periods instead of the agreed upon six (6), the teacher accepting the position shall be compensated by receiving an additional 1/6th (7/30th for lab courses) of their teaching salary. If the high school bell schedule needs to be adjusted, this clause as well, will be opened in accordance to the first paragraph of this FHUHS clause. The teacher in the appropriate department who has the appropriate license and present teaching experience in that subject area has the right to first refusal; this will be based on seniority with the teaching staff at FHUHS. Teachers so employed may be asked to extend the length of their workday, prior to the beginning or end of the workday, in accordance with their additional responsibilities. The teacher teaching the extra period on a voluntary basis due to course scheduling will not be in violation of his or her contract.

12.13 After School Meetings:

a. The Slate Valley Teacher workday may be extended for faculty meetings, school open houses, parent conference and other meetings provided:

1. There are no more than three (3) faculty/departments meetings per month.
2. There are no more than two (2) building-wide parent/teacher conferences cycles per year.
3. There are no more than five (5) evening commitments per teacher per school year for such activities as open houses, concerts, graduation, etc.
4. Other scheduled meetings (including IEP, 504, EST meetings) will be held as required by law.

Meetings shall be warned seventy-two (72) hours in advance. Nothing in the foregoing shall be construed to prevent an emergency meeting called by the Administration. Emergency shall mean an item of business, which the Administration feels requires immediate attention.

Fair Haven Union High School: Teachers will be required to supervise academic success for no more than one (1) week (four school/contract days) Monday, Wednesday, Thursday and Friday during the school year. A yearly schedule for academic success will be made up by the end of the first full week of school and distributed to each teacher. A member of the administration or their designee must be present in the building during the academic success period. If no administrator or their designee can be present, then academic success will be canceled for that day. The academic success period will be no longer than forty-five (45) minutes.

b. **Slate Valley Unified School District (teachers that work across multiple buildings):** Teachers will continue to be available for work after school with students who need help (See 12.12 length of workday). Teachers will follow the meeting schedule of the school in which they are assigned. In instances where a teacher is assigned to multiple buildings, they will be assigned an after school meeting schedule that is consistent with the expectations outlined in 12.13a.

12.14 Substitute Coverage:

No Teacher will be required by SVUUSD to cover for another teacher, unless in the case of an emergency.

a. In the event that a teacher at the High School (9-12) or Middle School (6-8) is required by SVUUSD to cover a class period for another

teacher and does not receive the amount of daily/weekly planning time specified in the contract, the teacher substituting will be compensated for all classes taught at the proportionate rate to represent the time value based upon the teacher's per diem rate.

- b. In the event that a teacher at an elementary school (PreK-5) is required by SVUUSD to cover another teacher's class and does not receive the amount of daily/weekly planning time specified in the contract, the teacher will be compensated for all classes taught at a proportionate rate to represent the time value based upon that teacher's per diem rate.
- c. Teachers who voluntarily cover for each other are not covered by any of the provisions of this Article.

ARTICLE XIII

CONTRACT ISSUANCE/RENEWAL

13.1 Definitions:

- a. **Newly appointed teachers (probationary)** shall be all teachers in their first or second year of continuous employment in the District.
- b. **Continuing teachers (experienced)** shall be all teachers in their third or more years of continuous employment in the District.

13.2 If a newly appointed teacher's professional performance be deemed unsatisfactory, he or she must be notified in writing, with reasons, by at least February 15th of the contract year.

If a continuing teacher's professional performance be deemed unsatisfactory, he or she must be notified in writing, with reasons, by December 15th of the contract year. Any continuing teacher receiving such notice shall be placed on probation for a period of no less than sixty (60) calendar days.

13.3 During the two (2) year probationary period of a newly appointed teacher, the teacher shall be evaluated no less than two (2) times each year. The evaluation will be in writing. Within seven (7) calendar days of the evaluation, the evaluator will meet with the teacher to discuss the evaluation. The teacher may write a written response to the evaluation within fifteen (15) calendar days which response shall be attached to the evaluation.

During the probationary period of a continuing teacher, the teacher shall be evaluated at two (2) different times by a different evaluator on each occasion, the evaluators to be such professionals deemed competent and so designed by the Superintendent, one of whom may be the Superintendent. These evaluations will be in writing. Within seven (7) calendar days following each evaluation, the evaluator will meet with the teacher to discuss the evaluation. The teacher may write a written response to the evaluation within fifteen (15) calendar days which the response shall be attached to the evaluation.

13.4 A teacher who, for performance reasons, will not be rehired for the next school year shall be notified in writing, stating the reasons, by April 1st. Notification shall be by certified mail. A written response may be prepared by the teacher within ten (10) calendar days and attached to this notification.

13.5 Non-renewal of a newly appointed probationary teacher's contract may be for any reason not prohibited by law.

Non-renewal of a continuing teacher's contract will be for just and

sufficient cause.

- 13.6 Teaching contracts shall be issued by April 1st except for those teachers who have been notified of layoff or non-renewal. All teachers shall have thirty (30) calendar days to consider terms. Contracts not returned by April 30th shall no longer be considered valid and the position covered shall be considered vacant unless there has been mutual agreement for an extension between the teacher and the Superintendent confirmed in writing.
- Each individual contract shall reference the terms of the negotiated agreement and shall indicate as to where a copy of the negotiated agreement can be found.
- 13.7 In the event contract negotiations are not completed by the deadlines set forth in the preceding section, teachers shall receive a letter of intent to rehire for the following year using the form set forth in the attached Appendices hereof, and when the Master Contract has been agreed to by both parties, teacher contracts thereafter will be issued within fifteen (15) calendar days, after which the time deadlines for return of contracts set forth in the preceding section shall apply.
- 13.8 In the case of continuing teachers who are on probation when any deadline occurs under Sections 13.5 or 13.6, the deadlines will be extended by the number of calendar days that elapse until probation is terminated.
- 13.9 The provisions in this Article relative to non-renewal shall not apply to non-renewal as a result of a reduction in force, as provided for in Article XIV.
- 13.10 A contract may be terminated by mutual consent on or before July 1st preceding the school year. If a teacher terminates his or her contract after July 1st, the teacher shall be required to reimburse the District up to five hundred dollars (\$500.00) to offset costs of seeking and orienting a replacement. If notice is given on or after August 1st, or the teacher accepts a position with another District and doesn't fulfill his or her contract obligations to the current District, the teacher shall, in addition to the aforementioned payment, be required to reimburse the District 50% of professional development monies for courses taken during the contract year plus 100% of any share of insurance costs incurred by the District for the time period they were employed in the District after July 1st.
- All financial commitments are the responsibility of the teacher and will be paid from any monies owed to the teacher prior to the teacher leaving. If such sums are insufficient to cover payments due and owing, any remaining monies due will be paid by the teacher within thirty (30) days after written notice to the teacher of all sums due unless all parties agree to a payment plan within the thirty (30) days.
- If the Board deems extenuating circumstances exist, it may, in its sole and absolute discretion, waive some or all of the payments referenced in the provisions of Article 13.10. Any action or decision by the Board in that regard shall not be considered a precedent.
- 13.11 Each teaching contract shall specify the date when the teacher shall begin service, the time and date of expiration of the license held by the teacher, the salary of the teacher and such other matters as may be necessary for a complete understanding between the parties.

ARTICLE XIV
REDUCTION IN FORCE

- 14.1 **Notification:** It is understood and recognized by the Association that considerations may periodically require that the Board institute a reduction in the teaching force. Written notification of a reduction-in-force will occur no later than March 15th. The issuance of a contract does not abrogate the reduction-in-force rights of the Board in this Master Agreement.
- 14.2 **Limitations on Reduction-In-Force:** In the event that the Board determines such a reduction is appropriate, the Board shall notify the President of the Association of any contemplated force reductions by or following the first board meeting in March of the school year preceding the school year in which such contemplated reductions might take place. The teacher shall then be entitled to a meeting with the Superintendent as soon as practicable. The teacher may, at his or her option, have a representative of the Association present at such meeting. This representative, if at all possible, shall be the same person throughout the procedure. The teacher shall be notified in writing of the reason(s) therefore by no later than March 15th.
- 14.3 It is also understood and recognized by the Association that the Board's first consideration shall and must be the preservation of the integrity of the students' education. The parties agree that the Board, in its sole discretion may reduce in force the teaching staff for reasons which include but are not limited to: a decrease in enrollment, reduction in state aid, curriculum revisions, budgetary decreases and bona fide consolidation of school districts. The board shall not take such action arbitrarily, capriciously, or without basis in fact. Decisions of the Board to implement a reduction in force shall not be grievable. No employee will be terminated under the provisions of this Article if the reduction in staff will be accomplished by normal staff turnover.
- 14.4 For purposes of this Article, seniority will be computed from the beginning of a teacher's most recent period of continuous employment and will begin to accrue as of the date the contract was signed by him or her, commencing that period of employment. Part-time teachers will accrue seniority on a pro-rata basis.
- 14.5 Layoff shall be by seniority in accordance with the State of Vermont endorsement areas.
- 14.6 Seniority shall be computed from the beginning of a teacher's most recent period of continuous employment within the District. Seniority, for the purposes of this Article, shall not be broken by an approved leave of absence or transfer or reassignment.
- a. A teacher's district seniority shall not be divided according to the subject areas in which a teacher has taught.
 - b. In the event of equal seniority, the date the individual's contract was signed by the teacher commencing his or her most recent period of continuous employment shall be the determining factor. In the event of a continuing tie, the superintendent shall make the final decision.
 - c. A part-time teacher shall have his or her seniority prorated (i.e. a teacher in a one-third position who teaches for three school years shall be deemed to have one full school year of seniority).
- 14.7 A teacher who is affected by a reduction in force shall have the right to displace a teacher with less seniority in another area unaffected by

a RIF if the individual who is laid off is:

- a. licensed in that area, and
- b. has taught in that other area in the District for a period equal to at least one school year, and
- c. has more seniority than an employee in that other area.
- d. the affected individual with less seniority may also move if he or she fulfills the same criteria.

14.8 **Recall Rights:** In the event that the Board shall restore an eliminated position after layoff, or reduction in force, the employee laid off under the provisions of this Article shall have the right to be recalled to any position for which they are licensed. Each teacher is responsible for having a current address and telephone number on file in the Superintendent's office. Teachers on the recall list have the right to re-employment, if currently licensed, for a period of two (2) years. If a vacancy occurs, the position will be offered in reverse order of lay-off. A teacher who receives notification of recall must exercise the recall right within ten (10) days of notification.

14.9 A teacher who has been recalled per Article 14.8 shall have any accumulated leaves and benefits restored unless said teacher has received compensation for said leave or benefit (i.e. sick leave buyout, etc.).

ARTICLE XV DEDUCTIONS FROM SALARY

15.1 The Board agrees to deduct dues from the salaries of the teachers of the SVEA, Vermont-NEA and National Education Association, as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies at least monthly to the Association.

Teacher authorizations will be in writing in a form agreed upon by the Association and the Board. Deductions will be made consistent with payroll procedures outlined in Articles 15.2 15.3 and 15.4, or in the case of an authorization received during the school year, in substantially equal installments for the remainder of the school year.

15.2 Payroll deduction authorizations for Association dues shall be continuous from year to year unless a teacher leaves the School District or notifies the Association and the Board, in writing, between June 1st and June 30th of any year, to terminate said deductions.

15.3 Teachers will be paid twenty-six (26) substantially equal installments. Teachers will receive one final check that includes the remaining payoff of their contract with the final June paycheck. Due to variations in the calendar, some school years, there may be twenty-seven (27) pay periods rather than twenty-six (26). In such years, the Superintendent's Office will notify teachers of the pay periods schedule at the end of the previous school year.

15.4 **403(b) Plans:** Employees may elect to have a payroll deduction into a 403(b) Plan. Details of the plan can be found in the District's 403(b) Document Plan.

ARTICLE XVI SALARY AND OTHER COMPENSATION

16.1 **Salary:**

- a. The parties agree to the following salary schedule changes and placements for returning teachers: (Salaries (step values) will be prorated based on FTE).

1. All teachers will remain on their 2019-2020 step.

i. The base salary will be increased by \$978

ii. The base salary will be \$44,498

All other steps will increase based on the index that appears on each step.

iii. The salary schedule which sets forth the salary and index for each step appears in the attached appendices.

b. Grandfathered Salary Schedule Placements.

1. Teachers in boxed steps (B30,18 and MA0,19) stay in the same box steps for the duration of the contract unless they are able to move horizontally over and, if available down one step.

2. The steps identified in 1 above are only available for the grandfathered teachers listed below. For all other teachers column BA30 ends with step 15 and column MA0 ends with step 18.

3. The grandfathered teachers are listed below:

i. S. Ketchum B30 box step 18

ii. C. Hier M box step 19

16.2 New Hires:

- a. Newly hired teachers wishing to be considered for advanced placement will be required to furnish proof of degree status and years of experience. Upon employment in the local School District, teachers will be given full credit for previous teaching experience, including full years of uninterrupted full-time substitute teaching at the same local School District. In no event will intermittent substitute teaching for less than one school year be considered for placement credits. The teacher will then be placed on the proper step and column of the salary schedule according to the New Hire Placement Schedules in the attached Appendices. No newly hired teacher will be placed on the salary schedule at a higher rate than existing teachers with similar training and experience unless specified otherwise on the approved new hire placement schedule.

1. The Superintendent shall review new hire salary placements, for informational purposes only, with the Association at their monthly meeting. Salary schedule placements are at the discretion of the Superintendent. Except as otherwise stated herein, the association or teacher may grieve such as decision as would have been allowed under the prior process.

16.3 Course Reimbursement:

- a. A teacher expecting to complete work for advanced degree or graduate course work sufficient to entitle him or her to a higher level on the salary schedules shall notify the Superintendent in writing on column change forms supplied by the Central Office on or before December 1st, if such completion is expected to be recognized for the following contract year. Degree and course completion recognition on the salary schedules will be awarded only upon receipt of official transcripts from the institution of higher learning.
- b. Teachers eligible to change columns on the salary schedule will submit

proof of completion of said coursework (transcript) to the Superintendent's Office by August 15th of the year in which the desired column change is to take effect. If a course will not be completed until late August or if the transcript is not yet available, the teacher shall submit a letter from the instructor indicating that the teacher has completed or will complete the course with not less than a "B". Said letter should be submitted by August 15th, with the transcript to follow as soon as possible. The intent of this Article is that teachers will submit proof of completion of coursework as soon as possible.

- 16.4 The Superintendent shall have the right to evaluate and allow credit for experience in determining the placement of a teacher on the salary schedule.
- 16.5 **Extra-curricular and co-curricular:** When equally qualified, teachers will be given the right of first refusal on all extra-curricular and co-curricular contracts.
- 16.6 **Higher Salary Placement:** The Superintendent shall, with the consent of the Board, have the right to place existing teachers or to hire new teachers, at such high salary as may, in his or her judgment, be necessary in order to staff critical teaching positions including but not limited to speech language pathologist.
- 16.7 **Employment Grant:** The Superintendent shall, with the consent of the Board retain the right to give a new teacher a one-time employment grant, payable at the time of initial employment in a district. This grant is separate from the new teacher's salary.
- 16.8 A teacher who, with prior approval of the Superintendent, agrees to drive his or her personal automobile in the course of a teacher's work shall be reimbursed at the IRS rate for mileage.
- 16.9 Employees who are required to answer to subpoenas issued by Governmental Agencies or courts having jurisdiction, shall receive his or her regular salary minus any amount received for the teacher's appearance during such absences provided such matters are school related.
- 16.10 Employees who are required to attend any duly called Arbitration hearing, either as a grievant or witness, shall receive his or her regular salary minus any amount received for the teacher's appearance during such absences.

ARTICLE XVII INSURANCE

- 17.1 Part-time teachers are entitled to all benefits on a prorated basis unless otherwise stated in this Agreement or unless insurance carrier requirements prohibit same. In order to receive insurance or if applicable, any insurance buy-out, a teacher must be employed at least fifty percent (50%) FTE.
- 17.2 **Section 125 Plan:** The Board agrees to establish and provide for the administration of a Section 125 Plan for teachers choosing to participate.
- 17.3 **Health Insurance:**
 - A. From July 1, 2020 to December 31st, 2020 - Everything Remains Status Quo.**
 - a. The following health insurance plans will be available for those teachers who are eligible and desire coverage:

1. VEHI Platinum: Single, Parent/Child, 2 Person & Family.
2. VEHI Gold: Single, Parent/Child, 2 Person & Family.
3. VEHI Gold-CDHP: Single, Parent/Child, 2 Person & Family.
4. VEHI Silver-CDHP: Single, Parent/Child, 2 Person & Family.

A teacher eligible and desiring coverage shall elect the plan desired by the date indicated by the Board.

- b. The Board will pay an amount equal to eighty percent (80%) of the premium cost of the VEHI Gold-CDHP Plan for a Single, Parent/Child, 2 Person, or Family coverage plan toward the premium cost of the plan.

Should a teacher elect a plan other than the VEHI Gold-CDHP Plan, the Board will pay up to the same premium dollar amount as paid toward the VEHI Gold-CDHP Plan toward the plan with the teacher paying the remainder of any premium cost of the plan elected.

- c. Integrated Health Reimbursement Account: An Integrated Health Reimbursement Account will be established for out of pocket health expenses.

1. The board will contribute up to \$2,100 (single plan) or \$4,200 (two person, parent/Child(ren) or family plans) towards the out of pocket expenses related to the health plan as follows:

- i. The first \$2,100 or \$4,200 towards prescriptions costs.
- ii. The last \$2,100 or \$4,200 towards all other out of pocket medical expenses.
- iii. The employee will be responsible for paying all other out of pocket costs.

2. The Superintendent or designee will advise all employees that if they fill prescriptions at pharmacies deemed "90% merchants" they must submit receipts to the third party administrator to satisfy IRS rules for these select merchants in respect to the substantiation of prescription out-of-pocket costs reimbursed with HRA or FSA funds.

3. The Third Party Administrator (TPA) will not make payment to medical providers. The TPA will submit payments directly to the employees when deemed necessary by the HRA parameters. Employees will be responsible for paying the providers directly.

4. The Association and Board acknowledge that in some cases medical providers, consistent with the terms of their service contracts with Blue Cross/Blue Shield, may demand payment prior to providing or immediately after providing services. If a provider demands payment in such a scenario, employees will be required to make payments directly and request reimbursement from the TPA.

5. Employees will have the use of an HRA debit card for 100% prescription costs at the Gold CDHP established limits.

6. If a teacher does not complete the required paperwork to authorize Datapath to remit reimbursements through direct deposits, the teacher will reimburse SVUUSD the \$3.00 per check processing cost that is incurred by SVUUSD and/or the school districts. This amount will be collected through a post-tax payroll deduction.

7. The run-out period for the Integrated HRA shall be 90 days.

8. All administrative fees related to the Integrated Health Reimbursement Account shall be paid by the District.

B. From Jan 1, 2021- Dec 31, 2022

- a. Refer to the appendix at the end of the master agreement to see the specific elements of the state wide bargained health insurance plan.

17.4 Health Insurance Buyout: Slate Valley Unified Union School District:

- a. During the term of this contract, a teacher who is eligible, but chooses not to participate in the health insurance coverage benefits paid for or contributed to by the School District shall be eligible to receive a cash payment of \$2,000 per year, if the teacher does not participate in the coverage benefit for the plan year. The plan year is from January to December. This choice may be made annually during the School District's annual open enrollment period. Once elected during the annual open enrollment period, the teacher is bound for the plan year beginning January 1st, unless the School District teacher loses all health insurance coverage, which may have otherwise been available. In that event, the teacher may request coverage under the health plan of the School District in which case the \$2,000 payment shall be prorated. If any overpayment to the teacher occurs, the teacher shall reimburse the School District for such overpayment. Payment by the District of any money due the teacher hereunder shall be made in 2 installments, on or before June 1st, for the period of January through July, and on or before December 1st for the period of July through December.
- b. Part-time teachers working at least fifty percent (50%) of full time, who otherwise qualify for coverage benefits under the plan, may elect coverage or cash payment for non-participation, as set forth above, in which case the premium or cash payment to be made by the Board shall be prorated according to the percentage of time of employment of the part-time teacher.

**ARTICLE XVIII
PROTECTION OF TEACHERS**

- 18.1 The Board shall indemnify and save harmless any teacher, to the extent of the current policy limits from financial loss and expense, including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property, within or without the school building, providing such indemnified person, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his or her duties within the scope of his or her employment or under the direction of the Board.
- 18.2 The Board shall furnish proof of insurance with the minimum limits herein provided to the Commissioner of Education.
- 18.3 As defined by state and federal law (by way of example but not limitation, VOSHA and OSHA); teachers shall not be required to work under unsafe or hazardous work conditions. Any unsafe or hazardous condition should be reported to the administration as soon as possible.
- 18.4 When schools are closed due to severe weather conditions, teachers will not be required nor requested to work on that day.

ARTICLE XIX
EARLY RETIREMENT BUY-OUT INCENTIVE

- 19.1 a. This program is offered to any teacher Slate Valley Unified Union School District Bargaining Unit who has both:
1. Accumulated the equivalent of twenty (20) years' service in the district and
 2. Reached age fifty (50) years of age by the date he or she retires from the teaching profession as provided in paragraph three below.
- b. This program is intended to be used for retirement from teaching purposes only under the following criteria:
1. That no more than nine (9) teachers are allowed to take advantage of this benefit in any one school year.
 2. In the event that more than nine (9) teachers sign up for this benefit, the date and time that the request letters are received at the Superintendent's Office will determine who will be awarded the benefit. Seniority will be the determining factor in the event of a tie.
- c. Teachers who take advantage of the buy-out incentive shall receive:
1. Payment of an amount equal to fifty percent (50%) of said teacher's last salary. This payment will be dispersed over the first three (3) years following the teacher's retirement. The employee may elect to have these funds deposited into the 403(b) plan that is offered by the district into an account in the name of the employee or paid directly to the employee. The employee may elect to be paid in ten (10) equal installments from September through June, or the employee may elect to be paid in two (2) equal installments on the second pay period of September and the second pay period of December or one (1) lump sum each year. The District will deduct applicable state and federal taxes from the payment to the teacher.
- d. **Notification of Participation:** The provisions of this section are limited to those eligible teachers who retire prior to July 1st and have given notice to the Board via the Superintendent no later than December 1st of the teacher's last year of employment.
- e. Early retirement buy-out cannot be used in combination with the Severance Grant section of the master agreement, policies or sick day buy-out benefits.
- 19.2 **Retirement Bonus - All Schools:** Upon retirement from teaching a teacher in the District covered by this agreement, with a minimum of fifteen (15) years of continued and uninterrupted full-time service with the system, excluding authorized leaves, will be granted a \$2,000.00 severance bonus. This bonus cannot be used in combination with other severance grants, Sick Day Buy-Out or Early retirement buy-out.

ARTICLE XX
GENERAL PROVISIONS

- 20.1 It is understood that, both parties having had the opportunity to make proposals and counter proposals during negotiations, this Agreement represents all the understandings of the parties on all matters which were properly the subject of negotiations. During the term of this Master Contract, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement.

- 20.2 This Agreement may not be modified in whole or in part by the parties except by mutual agreement in writing and duly executed by both parties.
- 20.3 Individual teacher contracts issued hereunder shall be effective for the particular school year, subject to renewal by the Board as herein provided. The individual teacher contracts shall each be subject to and shall be deemed to incorporate all of the provisions of this Master Contract.
- 20.4 Any formal notice required to be given by one party to the other under the terms of this contract may be delivered by hand or by registered or certified mail as conditions so warrant. If given by the Board, said notice shall be sent to the President of the Association or his or her designated representative, and if given by the Association said notice shall be sent to the Chairman of the Board or his or her designated representative, c/o Superintendent of Schools.

ARTICLE XXI SEVERABILITY

If any provision of this 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 within four (4) weeks after such holding for the purpose of renegotiating the provision(s) affected.

ARTICLE XXII DURATION

- 22.1 The provisions of the Agreement will be effective as of July 1, 2020 and will continue and remain in full force and effect until June 30, 2022. Said Agreement will automatically be renewed and will continue in full force and effect for the additional periods of two (2) years unless either the Boards or Association give written notice to the other no later than September 15th prior to the expiration date or any anniversary thereof, of the desire to reopen this agreement and to negotiate over terms of a successor agreement.
- 22.2 Neither party shall be required to re-open this collective bargaining agreement during its effective life, except
- a. if the Vermont Education Health Initiative (VEHI) ceases to market, for any reasons, health insurance plans to school districts, or
 - b. the School District is no longer permitted under law to offer VEHI Plans.
 - c. to agree to salary for the 2021-2022 school year only.

In respect to (a) and (b) above, unless otherwise agreed to in writing, the scope of negotiations will be limited exclusively to the issues of health insurance benefits and health insurance cost-sharing, and the impact of any changes on the school budget and employee wages.

In witness whereof, the parties of this contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed thereto, as of this 25th day of August, 2020.

For the Board:


Slate Valley Unified School Board

For the Association:


Slate Valley Education Association

APPENDIX A

NOTICE OF INTENTION TO REHIRE

Date

Dear (Name of Teacher):

Notice of Intention to Rehire

Because negotiations have not yet been completed between the Slate Valley Education Association/(Unit) and the Board, I am writing to inform you of the Board's intention to rehire you next year as a teacher in the School System. Please notify this office by (Date) if you: a) intend to return; b) do not intend to return.

Sincerely,

Superintendent of Schools

Please check one of the options below, sign, date and return this letter to the Central Office on or before (Date).

 intend to return

 do not intend to return

Teacher's Signature

Date

HEALTH CARE STATE BARGAINED PLAN

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
- 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 relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and

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

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.

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 a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of coverage; for support staff \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP any other VEHI plan. For employees enrolled in the VEHI Silver CDHP,

employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators: \$2100 for a single tier and \$4200 for all other tiers; for support staff \$2200 for a single tier and \$4400 for all other tiers.

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

- 8.1 Cost Sharing: Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for health insurance coverage according to this Document ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportional premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee's contract. For example, if district "A" has a 60% employment contract/relationship with the school employee, District "A" will be responsible for 60% of the total district costs sharing responsibility set forth herein.
- 8.2 Plan Administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical 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 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 state-wide changes on January 1, 2021 in order to correspond to the health care plan's calendar year status and IRS regulations regarding HRA/HSA funding.

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

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

Slate Valley Unified Union School District
Salary Schedule
July 1, 2020 through June 30, 2021

STEP	A BA	B BA15	C BA30	D MA0	E MA15	F MA30
3	\$44,498 1.000	\$46,055 1.035	\$47,613 1.070	\$49,170 1.105	\$50,728 1.140	\$52,241 1.174
4	\$45,877 1.031	\$47,390 1.065	\$48,948 1.100	\$50,505 1.135	\$52,063 1.170	\$53,620 1.205
5	\$47,212 1.061	\$48,770 1.096	\$50,327 1.131	\$51,885 1.166	\$53,442 1.201	\$55,000 1.236
6	\$48,592 1.092	\$50,105 1.126	\$51,662 1.161	\$53,220 1.196	\$54,777 1.231	\$56,334 1.266
7	\$49,927 1.122	\$51,484 1.157	\$53,042 1.192	\$54,599 1.227	\$56,156 1.262	\$57,714 1.297
8	\$51,306 1.153	\$52,864 1.188	\$54,377 1.222	\$55,934 1.257	\$57,491 1.292	\$59,049 1.327
9	\$52,641 1.183	\$54,199 1.218	\$55,756 1.253	\$57,313 1.288	\$58,871 1.323	\$60,428 1.358
10	\$54,021 1.214	\$55,578 1.249	\$57,135 1.284	\$58,648 1.318	\$60,206 1.353	\$61,763 1.388
11		\$56,913 1.279	\$58,470 1.314	\$60,028 1.349	\$61,585 1.384	\$63,143 1.419
12		\$58,292 1.310	\$59,850 1.345	\$61,363 1.379	\$62,920 1.414	\$64,478 1.449
13		\$59,627 1.340	\$61,185 1.375	\$62,742 1.410	\$64,300 1.445	\$65,857 1.480
14			\$62,564 1.406	\$64,122 1.441	\$65,635 1.475	\$67,192 1.510
15			\$63,899 1.436	\$65,457 1.471	\$67,014 1.506	\$68,571 1.541
16				\$66,836 1.502	\$68,349 1.536	\$69,906 1.571
17				\$68,171 1.532	\$69,728 1.567	\$71,286 1.602
18			\$67,993 1.528	\$69,550 1.563	\$71,108 1.598	\$72,621 1.632
19				\$70,885 1.593	\$72,443 1.628	\$74,000 1.663
20					\$73,822 1.659	\$75,335 1.693
21						\$76,715 1.724
22						\$78,094 1.755
23						\$79,429 1.785

Note: All teachers shall remain on their 2019-2020 step as noted in section 16.1 of the agreement.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division





Parental Leave, Family Leave and Short-Term Family Leave

Vermont's **Parental Leave** Law covers employers with 10 or more workers who work an average of 30 hours per week over the course of a year.

Vermont's **Family Leave** Law, which includes Short-Term Family Leave, covers employers with 15 or more workers who work an average of 30 hours per week over the course of a year.

A worker who has worked for a covered employer for an average of 30 hours a week for a year is entitled to leave under these laws. During any 12 month period, the worker is entitled to up to 12 weeks of unpaid leave:

- **Parental Leave:** during the pregnancy and/or after childbirth; or, within a year following the initial placement of a child 16 years of age or younger with the worker for the purpose of adoption;
- **Family Leave:** for the serious illness of the worker, worker's child, stepchild, ward, foster child, party to a civil union, parent, spouse, or parent of the worker's spouse;

and, in addition to the leave provided in 21 V.S.A. Sec. 472, a worker is entitled to **short-term family leave** of up to 4 hours in any 30 day period (but not more than 24 hours in any 12 month period) of unpaid leave:

Short-Term Family Leave: to participate in preschool or school activities directly related to the academic advancement of the worker's child, stepchild, foster child or ward who lives with the worker; to attend or to accompany the worker's child, stepchild, foster child or ward who lives with the worker or the worker's parent, spouse or parent-in-law to **routine medical or dental appointments**; to accompany the worker's parent, spouse, or parent-in-law to **other appointments for professional services** related to their care and well-being; to respond to a **medical emergency** involving the employee's child, stepchild, foster child or ward who lives with the worker or the employee's parent, spouse or parent-in-law.

The worker must give reasonable written notice of intent to take **family** or **parental** leave, including the anticipated dates the leave will start and end. The employer may not require notice more than 6 weeks prior to birth or adoption. If serious illness is claimed, the employer may require certification from a physician. For **short-term family leave**, a worker must give notice as early as possible, at least seven days before the leave is to be taken unless waiting seven days could have a significant adverse impact on the employee's family member.

A worker may choose to use sick leave, or vacation leave, or any other accrued paid leave time during the leave, up to six weeks. The employer may not require the worker to do so. Use of paid leave does not extend the overall leave time to which the worker is entitled.

The employer must continue to provide all worker benefits unchanged during the leave period but may require the worker to contribute to the cost at the existing rate of worker contribution.

Upon return from leave, a worker must be offered the job held previously or a comparable one at equal pay, benefits, seniority, and other terms and conditions.

Exceptions: A worker is not entitled to leave under the Parental and Family Leave Act if the employer can prove by clear and convincing evidence that:

- **Layoff:** during the period of leave the employee's job would have been terminated or the worker would have been laid off for reasons unrelated to the leave; or
- **Unique Services:** the worker performed unique services and hiring a permanent replacement during the leave, after giving the worker notice of intent to do so, was the employer's only available alternative to prevent substantial and grievous economic injury.

This law sets a minimum standard for parental and family leave rights. It does not prevent an employer from offering a more generous leave policy and does not reduce an employer's obligation under a collective bargaining agreement or existing program that provides greater leave rights than the law requires.

EMPLOYEES ARE PROTECTED FROM RETALIATION OF ANY KIND IN CONNECTION WITH THE ENFORCEMENT OF THIS LAW.

A worker aggrieved by a violation of this law may:

- bring a private lawsuit for injunctive relief, economic damages including prospective lost wages for a period not to exceed one year, attorney fees and court costs;
- **(if you are not a state worker)** lodge a complaint with the Office of the Attorney General at 828-3657, or **(if you are a state worker)** lodge a complaint with the Vermont Human Rights Commission at 828-2480. These agencies may investigate your complaint and bring action in court to enforce this law.

To obtain copies of this poster, call the Vermont Department of Labor at 802-951-4083 or visit our website at:
<http://labor.vermont.gov/wordpress/wp-content/uploads//WH-14-Parental-Family-Leave-Poster.pdf>

Equal Opportunity Is the Law

The State of Vermont is an Equal Opportunity/Affirmative Action Employer. Applications from women, individuals with disabilities, and people from diverse cultural backgrounds are encouraged. Auxiliary aids and services are available upon request to individuals with disabilities. 711 (TTY/Relay Service) or 802-828-4203 TDD (Vermont Department of Labor).

WH-14 (06/19)