

**Agreement between the  
Mt. Abraham Unified School District Board  
and the  
Mt. Abraham Education Association ESP\* Unit  
  
2019-2020**

**\*Educational Support Personnel**

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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 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 Agreement.

## **AGREEMENT**

This Agreement is made and entered into this April 29th, 2019 by and between the Mt. Abraham Education Association and the Mount Abraham Unified School District. Said agreement shall become effective as of July 1, 2019 and shall continue in full force and effect through June 30th, 2020.

## **PREAMBLE**

In order to effectuate the provisions to Title 21, Chapter 22 of the Vermont Statutes Annotated and the Vermont Labor Relations Board Order of Certification, to encourage and increase effective and harmonious working relationships between the Board and the Association, which is an affiliate of Vermont-NEA, we recognize the following:

- A. Under the law of Vermont, the School Board of the district has the final responsibility for establishing and implementing the policies of its school.
- B. The Superintendent of Schools of the Mt. Abraham Unified School District, hereinafter referred to as the "Superintendent," has the responsibility for implementing the policies established by the Board.
- C. The employees covered by this Agreement have the responsibility for effectively performing their jobs.
- D. Fulfillment of these responsibilities (A, B and C) can be best achieved through consultations and frank exchanges of views and information among the Board, the Superintendent, and the Association as policies and other conditions of employment for the employees are formulated and applied.
- E. We agree to the following principles and procedures in order to implement these declarations.

## **ARTICLE ONE RECOGNITION**

1.1 The Board, pursuant to VSA Title 21, Chapter 22, herein recognize the Association as the sole and exclusive bargaining for the following:

- a. All Educational Assistants
- b. Facilities Employees (see exclusions)
- c. Admin Assts. (see exclusions)
- d. Safety and Wellness Coordinator
- e. Communications Facilitators
- f. Speech and Language Pathologist Assistants

Unless otherwise indicated, members of the MAUSD ESP Unit will be hereinafter referred to as "employees."

1.2 Excluded from the Bargaining Units are the following:

- a. Head Custodians
- b. School Nutrition
- c. Ex. Admin. Assistants currently assigned to Mt. Abraham and the district office
- d. Fiscal Services at the district office
- e. Information Technology personnel
- f. Program Coordinators (e.g. Mentors, Asst. Mentors, Enrichment and Expanded Learning)
- g. Athletic Trainers

## **ARTICLE TWO NEGOTIATIONS**

2.1 Negotiations will begin by November 1 of the school year in which the contract expires unless both parties agree not to negotiate. Negotiations for a successor agreement will be in accordance with 21 VSA, Chapter 22.

2.2 During negotiations the Board and the recognized Association shall present relevant data, exchange points of view, and engage in a process for decision making.

2.3 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.

## **ARTICLE THREE EMPLOYEE RIGHTS**

3.1 The Board recognizes the free right of each employee to organize, join and support the Association for the purpose of engaging in collective negotiations with the Board.

3.2 All employees whose employment was transferred from a local school district within MAUSD to employment by the MAUSD School Board on July 1, 2015 retained all previously accrued seniority, leaves, and benefits.

3.3 The Board shall not discriminate against any employee by reason of his/her membership or non-membership in the Association, or his/her participation in any grievance consistent with the terms and procedures of this contract.

3.4 The Board shall not discriminate in the hiring of any employee on the basis of race, creed, color, religion, ancestry, national origin, gender, gender identity, sexual orientation, place of birth, age, marital status or disability. Alleged violations of this section may be grieved up to the Board level of the grievance procedure. Thereafter or in the alternative, the employee may pursue the issue via any available legal procedure.

3.5 No employee shall be non-renewed, suspended, dismissed, placed on probation, or given a disciplinary reprimand without just cause. For the purposes of this Agreement, a disciplinary reprimand shall be issued in writing. Individual evaluation reports of employee performance shall not be considered grievable under this Section. Probationary employees as defined in Article 11.2 are not covered by this Section.

3.6 Whenever an employee is required or requested to meet with any administrator or the School Board, and has reasonable basis for believing such meeting may result in disciplinary action against him/her, he/she will be entitled to have a representative of the Association present to advise and represent him/her during such meeting. If such a belief is formed during the meeting, the employee may request that the meeting be recessed until a representative can be present.

3.7 Personnel Files:

A. An employee's personnel file shall be set up and maintained only at the Superintendent's Office. The personnel file may contain, but will not be limited to, the following materials:

Completed Application Form (letters of reference, resume, pre-hire application, transcripts)

Job Description

Letter of Hire

Driving Records

Payroll Data

Evaluations

Person to be notified in the event of injury or illness (address & telephone number)

These records will be kept in the strictest confidence for the time a person is employed and seven years following termination of employment. Medical information and criminal background check information will be kept in a separate confidential file separate from the personnel file.

The principal may maintain employee files that have materials utilized during the current school year such as individual goals and evaluations.

B. No adverse material, except for pre-hire letters of reference, concerning an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by signing the actual copy to be filed, with the understanding that such signature merely indicates that he/she has read the material to be filed.

C. An employee will receive a copy of any material placed in his/her file and shall be permitted to reproduce any material in his/her file except for pre-hire letters of reference.

D. An employee shall have the right to provide a written response to any material placed in his/her file and this response shall be attached to said material.

E. With twenty-four hour notification, an employee shall be permitted to review any material in his/her file while in the presence of an administrator or other designated district employee. The employee will be entitled to have an Association member with him/her while viewing his/her file.

F. Upon request by the employee, material may be removed from his/her personnel file at the discretion of the Superintendent. The decision of the Superintendent shall not be grievable.

3.8 Vacancies, occurring either through the creation of new positions or vacancies in existing positions, shall be posted in each district building and on the district website for a minimum of three (3) days.

3.9 If an employee accepts a position in another school in the Mt. Abraham Unified School District that is covered under this agreement, he/she shall retain all previously earned leaves and benefits.

## **ARTICLE FOUR GRIEVANCE PROCEDURE**

### 4.1 Definitions:

A. A grievance shall be any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

B. The “grievant” is the person or persons making the claim.

C. Time limits: All the time limits consist of school days, except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter. School days for purposes of the grievance procedure shall mean employee work days. Any time limits may be extended by mutual consent of the parties.

D. Right to representation: The grievant shall, at all steps in the formal grievance procedure herein provided for, be entitled to representation by the Association. At all times during the formal grievance procedure herein provided for, one (1) Association representative shall be entitled to be present. Nothing contained within this grievance procedure shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her administrative supervisor before filing a matter as a formal grievance, or of resolving the matter informally, provided that such resolution is not inconsistent with the terms of this Agreement.

E. Right to withdraw a grievance: A grievance shall at all times and through all steps of this procedure remain the exclusive property of the grievant, who shall retain the right to withdraw the grievance at any time or at any step of the grievance procedure.

4.2 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 time periods shall render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time periods in Step II or III shall be construed as a decision against the grievant, and shall be subject to appeal to the next step. In the case of an administrator’s failure to render a decision in either Step II or Step III, the administrator shall provide, within five (5) days of a request by the Association, a written explanation of the substantive reasons for the administrator’s denial of the grievance.

Whenever notice is required to be given by the administrator or the Board, such notice shall be given to the grievant and the Association.

#### 4.3 Procedures:

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved administrative supervisor to resolve problems through free and informal communications. Every reasonable effort should be made by the employee to resolve the issue informally before filing an official grievance. Should such informal processes fail to satisfy the grievant, then a grievance may be processed as follows:

a. Step I: The grievant shall consult with the Association prior to filing a grievance at Step II. Following such consultation, the grievant may proceed to Step II of the grievance procedure.

b. Step II: The grievant shall forward a written copy of the grievance to the principal with a copy to the Association, setting forth the specific problem being grieved and stating the redress sought. Within five (5) days of the receipt of the grievance, the principal shall mutually agree with the designated representative of the Association or the grievant upon a date, time and location for a meeting to hear the grievance. The principal shall thereupon confirm the meeting time in writing with the designated representative of the Association. The principal must provide the grievant with a written decision on the grievance within five (5) days after the meeting. Such decision shall include the reasons upon which the decision was based.

No grievance shall be given formal consideration unless it is filed at Step II with twenty (20) days after either the grievant or the Association knew or reasonably should have known of the occurrence.

c. Step III: If the grievance is not resolved at Step II, the grievant may, within five (5) days, forward a written copy of the grievance to the Superintendent of Schools, indicating the reasons for dissatisfaction with the decision of the building principal and stating redress sought. Within ten (10) days of receipt of the grievance, the Superintendent shall mutually agree with the designated representative of the Association or the grievant upon a date, time and location for a meeting to hear the grievance. The Superintendent shall thereupon confirm the meeting time in writing with the designated representative of the Association. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent will have five (5) days in which to provide his/her written decision to the grievant.

d. Step IV: If the grievance is not resolved at Step III, the grievant may, within five (5) days, forward the grievance in writing to the Chairperson of the Board of School Directors stating the redress sought. Within ten (10) days of receipt of the grievance, the Board shall mutually agree with the designated representative of the Association or the grievant upon a date, time and location for a meeting with the Board to hear the grievance. The Superintendent shall thereupon confirm the meeting time in writing with the designated representative of the Association. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Board will have ten (10) days in which to provide its written decision to the grievant.

e. Step V Arbitration: If the grievance is not satisfactorily resolved in Step IV, or if the Step IV time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance to final and binding arbitration under the voluntary labor arbitration rules of the American Arbitration Association (the "AAA"). The arbitrator shall be determined by mutual agreement between the Board and the Association or their designated representatives. Should the parties be unable to agree upon an arbitrator, then the arbitrator shall be selected by the American Arbitration Association according to their rules and procedures and the American Arbitration Association shall act as the administrator of the proceedings. If the parties are unable to mutually select an arbitrator and if the demand for arbitration is not filed with the AAA within thirty (30) days of the date for the Board's Step IV reply then the grievance will be deemed withdrawn.

Decision of the arbitrator in matters of grievance shall be final, and shall not be subject to appeal by either party. All expenses of arbitration shall be borne jointly by the parties to the grievance. The arbitrator shall be empowered to include in any award such financial reimbursements or other remedies as he/she shall judge to be proper. The arbitrator shall have no power to add to, delete from, amend, or in any manner alter the existing contract. Should any party desire a transcript of the proceedings in arbitration that party shall bear the full costs of such a transcript. Should both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties.

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

4.5 The Board acknowledges the right of the Association's grievance representative to participate in the proceedings of a grievance at any level. No employee will be required to discuss any grievance if the Association's designated representative is not present.

4.6 Provided the Association and the Superintendent agree in writing, Step II of the grievance procedure may be bypassed and the grievance brought directly to the next Step.

4.7 No reprisals of any kind will be taken by the Board or by the school administration against any employee because of his/her participation in the grievance procedure.

4.8 The Board and the Association agree to cooperate in the investigation of any grievance, and further agree to furnish any information requested which is pertinent to the processing of a dispute presently being grieved. 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 or guardian is filed with the Superintendent of Schools in advance.

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

## **ARTICLE FIVE RIGHTS OF THE BOARD AND THE ASSOCIATION**

### 5.1 Rights of the Board:

The Board is charged by law with the responsibility for and authority to manage and direct the operation of the system. However, in the exercise of such responsibility and authority, the Board shall conform to the provisions of this Agreement to the extent permitted by law. In recognition of the fact that the Board is vested with the responsibility for assuring the quality of education and the efficient and economical operation of the District, it is hereby agreed that except as specifically and directly modified by this Agreement, the Board retains all rights and powers that it has or may hereafter be granted by law, and may exercise such powers at its discretion. These rights shall include but shall not be limited to, the sole discretion and authority to:

- A. Establish the curricula, methodology and standards for teaching;
- B. Plan, direct, schedule, assign, transfer and control work assignments and duties;
- C. Determine the means, methods, processes, materials and equipment necessary to deliver the services provided by the District;
- D. Create, revise and eliminate positions;
- E. Hire;
- F. Discipline, suspend, discharge and non-renew for just cause;
- G. Establish and implement reasonable rules and regulations not in conflict with the terms of this Agreement.

## 5.2 Rights of the Association:

A. Representatives of the Association shall be entitled to conduct and transact official Association business on school property during and after regular school hours provided such transactions do not interfere with assigned duties or interrupt school programs and operations.

B. The Association shall have the right to post notice of its activities and matters of the Association's concern on the bulletin board in the staff room. The Association may use employee mailboxes and email for communication with employees. The public address system may be used during regular announcement times for announcing date, time and place of Association meetings.

C. The Association shall have the right to use the school building, facilities and equipment normally used by employees, provided such use shall not interfere with the regular school program, assigned employee duties, or procedures. Consumable supplies must be supplied by the Association.

D. Whenever representatives of the Association are mutually scheduled by the parties to participate during work hours in conferences, meetings or in negotiations, they shall suffer no loss of pay. Local Association meetings will be scheduled outside work hours.

## **ARTICLE SIX EMPLOYEE CLASSIFICATION**

### 6.1 Full-Time School-Year Employee:

An employee on a regular schedule with a minimum of thirty-five (35) hrs./week and a work year consistent with Article 7.

### 6.2 Part-Time School-Year Employee:

An employee on a regular schedule working less than thirty-five (35) hrs./week and minimum of seventeen and one half (17.5) hrs/week.

### 6.3 Full-Time Year-Round Employee:

An employee on a regular schedule with a minimum of forty (40) hours/week, 52 weeks per year, for a minimum of 2,080 hours/year.

### 6.4 Part-Time Year-Round Employee:

An employee on a regular schedule working less than forty (40) hours/week and a minimum of twenty (20) hours/week, 52 weeks per year.

6.5 Lunch Break: All employees are entitled to an unpaid uninterrupted one-half hour lunch/dinner break. Individuals are encouraged to work out their schedules with their supervisor(s).

**ARTICLE SEVEN  
CONTRACTED WORK YEAR AND SCHOOL YEAR**

7.1 The contracted work year for school-year employees shall be scheduled as follows:

MAUSD, Bristol, Lincoln, Monkton, New Haven, Starksboro, Mt. Abraham Union  
Middle/High Schools

Instructional Days (As Written in Licensed Staff CBA) + In-Service Days + Holidays = Total  
176 + 8 + 11 = 195

The administration, school board and support staff strongly encourage a collaborative approach to planning in-service and staff development. Support staff representatives shall be given the opportunity to fully participate with the planning of in-service days.

The contracted work year for administrative assistants shall be at the discretion of the employee's supervisor.

7.2 HOLIDAYS:

Employees receive the following Holidays pro-rated for the number of hours they work:

Labor Day  
Veterans' Day \*  
Thanksgiving Day  
Friday Following Thanksgiving  
Christmas Day  
One day before or after Christmas  
New Year's Day  
Martin Luther King \*  
President's Day \*  
Town Meeting \*  
Memorial Day  
July 4<sup>th</sup> (For Year Round Employees)

Employees will use these as "floating days off" on any non-student or non-in-service day, or for full-time, year round employees, at the discretion of their immediate supervisor. For

employees receiving time worked/time paid, the floating holidays\* are paid during a vacation break after the holiday occurs. (i.e. Veteran's Day is paid during the Thanksgiving Recess break).

### 7.3 Vacation (Year-Round Employees)

A. Employees will receive up to 10 vacation days in their first year of employment, prorated based on the number of months worked from the date of hire date to June 30 (number of months worked x 0.8333 days = allowed vacation in first fiscal year of employment). It is the district's policy to bring all employees in the same fiscal year cycle of calculating the vacation benefit. On July 1, after the hire date, employees with less than 6 months of service will be awarded 10 vacation days. Employees with more than 6 months of service will be awarded 11 vacation days. Thereafter, on July 1, employees will receive 1 additional day of vacation for each additional year of service, up to a maximum of 20 days.

B. Vacation indicated above is earned throughout the contract year. When the employer terminates his/her employment, he/she will be reimbursed for any unused accrued vacation time provided said employee provides written notice of resignation as set forth in the termination section of this contract. If the employee has used more vacation time than earned in the year of termination, his/her final paycheck will be adjusted for the amount of used but unearned vacation time.

C. Vacation time is non-cumulative and must be taken by June 30 of each fiscal year. If vacation time cannot be used by June 30, arrangements are to be made by the employee with his/her supervisor, subject to approval by the Superintendent. In order to schedule work flow and maintain adequate coverage, vacation time must be approved in advance by the employee's supervisor.

The available number of vacation days will be indicated in the employee portal.

## **ARTICLE EIGHT LEAVES**

### 8.1 Sick Leave:

In the first year of employment, school-year employees are entitled to twelve (12) days of sick leave each year and year-round employees are entitled to thirteen (13) days of sick leave each year.

Employees employed less than full time are prorated based on the employee's FTE workday. The days are cumulative to ninety (90) work days.

When a support staff member becomes eligible for coverage under the long-term disability plan, he/she will no longer be eligible to use sick days or draw on the Sick Bank.

IMPORTANT NOTE: Sick leave is to be used only when an employee is unable to work due to illness or injury or as allowed under family illness (8.2). If a person is absent three (3) or more consecutive days for personal illness, a physician's certificate may be requested.

The available number of sick leave days will be available in the employee portal.

## 8.2 Family Illness:

A. Employees may use up to twelve (12) days of accumulated sick leave on an annual basis for sickness of an immediate family. Said immediate family is identified as: spouse, civil union partner, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, or other member of the immediate household.

B. The family and medical leave benefit shall be the benefits granted under the state and federal Family and Medical Leave Act to qualifying employees (i.e. requisite number of hours worked, employed for at least one year, etc.).

## 8.3 Bereavement and Personal Leave

### A. Bereavement Leave:

In the event that a death of a member of the immediate family of the employee or the employee's spouse, (spouse, civil union partner, child, grandchildren, parents, siblings and grandparents, regardless of the place of residence, and other relatives who at the time of death were a member of the employee's household), the employee may be granted by the principal a leave of absence of up to five (5) days per occurrence without loss of compensation. The superintendent shall have the discretion to grant additional time or to grant leave for individuals not noted herein without establishing a precedent.

### B. Personal Leave:

Up to three (3) days may be granted for a paid personal leave to conduct personal business that cannot be done when school is in session, (example: house closing, court appearance, religious observance, etc.). Requests shall be made to the supervisor in advance. The supervisor will forward requests to the department Administrator or to the principal for approval. In cases of emergency, notice will be given as soon as possible.

The available number of sick, personal and vacation days will be indicated in the employee portal.

#### 8.4 Professional Leave:

Two (2) professional day may be granted to support personnel per year with the prior approval of the immediate supervisor and principal. Additional days may be granted at the discretion of the principal.

#### 8.5 Jury Duty:

Any employee required to serve on Jury Duty during regularly scheduled work hours will be paid at his/her regular daily rate. The Boards will compensate said employees the difference between the jury duty fee, if any, and said employee's daily rate of pay.

#### 8.6 Leaves of Absence:

All requests for unpaid leaves of absence for any and all reasons must be made in writing to the Superintendent or his/her delegate and may be approved by the Superintendent. A 30-day notice is required except in an emergency.

#### 8.7 Delayed Openings/Early Release:

In the event that school opening is delayed or released early due to unplanned circumstances, all employees will be paid for the hours missed for the delayed start or early release.

#### 8.8 Sick Bank:

The Sick Bank is a reserve of days for those Support Staff members in need of sick days exceeding his/her accumulations. A Support Staff member shall be obligated to become a member of the Sick Bank by donating one (1) sick day at the beginning of each school year. Days may be requested for their own personal illness only after a Support Staff member has exhausted his/her own accumulated days and only the appropriate number to meet the disability insurance elimination period. The Sick Bank shall be governed by a three-person committee comprised of Support Staff Union representatives. Selection of the Support Staff Union Representatives shall be by the contributing members and supported by the Human Resources Director.

First year employees shall join without contributing days in the first year of employment.

Data concerning the Sick Bank will be maintained by the Administration and an annual report will be made to the Association.

Decisions by the committee will be based on need and will not serve as the basis for a grievance.

## **ARTICLE NINE SALARIES**

### 9.1 Wages:

a. Hourly rates will be set at the time of employment based on an employee's training, experience, educational level, skill, with a minimum starting wage of the then current State of Vermont minimum wage per hour.

b. Payroll time sheets will be filed every two weeks.

c. No newly hired employee will be paid at a rate higher than existing employees with equivalent training, experience and skill.

d. Increases in hourly rates will be applied as follows:

2019-2020: 3%

e. All employees will be entitled to their regular hourly compensation when required and pre-approved by an administrator to attend meetings and/or functions beyond their normal working hours.

### 9.2 Pay Periods:

A. Pay periods are every two weeks. There may be a lag in receiving one's initial paycheck, to permit the orderly processing of payroll information.

B. Full time employees shall have the option of utilizing the employee savings plan as a method of distributing their compensation in an alternate method as defined by the plan.

C. All employees will be paid via automatic deposit to the financial institution of the employee's choice.

### 9.3 Annual Lump Sum Award and Salary Adjustments

A. Professional Development Stipend:

On an annual basis, an employee may be awarded one-time stipend of five hundred dollars (\$500) as recognition of the employee's completion of training or workshop opportunities, (15 hours minimum) taken on employee's time.

Completed documentation of the trainings or workshops taken need to be submitted to the school in which the employee is employed by May 1<sup>st</sup>.

Notification and documentation must be received by the Superintendent's Office by May 15 for the adjustment to be made for the next school year.

Training/workshop hours completed may be accumulated and carried over to the following school year(s). (Example: An employee takes 20 hours of approved training and earns the incentive as of the following July 1<sup>st</sup>. Fifteen hours are deducted, leaving a balance of five hours to carry over).

#### B. Degree Earning Incentive:

Individuals will receive an additional one-time incentive of \$.45 per hour added to the salary rate upon completing an Associate's Degree or the equivalent and an additional one-time incentive of \$.90 per hour added to the salary rate upon completing a Bachelor's Degree. The incentive will be applied to the salary for the year following completion of the degree program and receipt of documentation by the Superintendent's Office no later than September 1<sup>st</sup> in any given year. Completion and/or documentation received by the Superintendent's Office after September 1<sup>st</sup> will be applied to the following year's salary rate.

Equivalency of an Associate's Degree is described as one of the following:

1) Completes at least 2 years of study (defined as a minimum of 48 credit hours) at an institution of higher education; or

2) Meets requirements of attaining a Highly Qualified Paraprofessional (HQP) status through a locally defined assessment of content knowledge in reading, writing, and mathematics and the documentation through the portfolio process of the knowledge of the ability to assist in instructing reading, writing, and mathematics as appropriate.

#### C. Temporary Substitute Teacher Pay

When an employee accepts the duties of a substitute teacher or nurse as requested and approved by the principal or designee, that employee will be compensated at their regular hourly rate plus \$7.00 per hour for the hours worked as the substitute.

#### D. Assignments to Work With Students with High Degree of Assistance

An employee who accepts an assignment to work with a student who requires a high degree of assistance (challenging behaviors, physical aggression) or a student who needs assistance with personal care or vital life functions (e.g. feeding, catheterization, lifting, diapering) as described in an individualized behavior support plan and approved by the principal shall receive a stipend of \$2,000 per year in addition to their contracted hourly wage for the period of the assignment only. Said stipend would be prorated over a year. Should an employee cease to be assigned to said student (i.e. student moves), this stipend will no longer be received.

When an employee is assisting a student with personal needs or those who require privacy or necessitate physical contact (i.e. in bathroom doing toileting tasks, showering, getting ready for the pool, etc.) an employee should not perform these duties without another adult to assist.

#### 9.4 Payroll Deductions:

Payroll deductions for Association dues shall be provided by the Board. Deductions will be made over sixteen (16) deductions beginning with the second pay period in November. Dues withheld shall be paid directly to the employee's Association. The Association Treasurer shall certify in writing to the Superintendent of Schools by October 1<sup>st</sup> the amount of dues deductions to be made.

#### 9.5 Mileage (All Employees):

A person can use his/her car for school purposes only with the prior approval of the principal. Reimbursement will be at the approved IRS rate per mile. Employees will not be required to use their own personal vehicle as a condition of employment but may do so on a purely voluntary basis.

9.6 In the event that an employee's personal belongings are damaged by a student, through no fault of the employee as determined by the principal, while carrying out his or her job responsibilities, the District shall reimburse the employee for the replacement costs of said items.

**ARTICLE TEN  
BENEFITS**

10.1 New Employees

A. Initiation of Benefits:

For new employees, benefits will commence on September 1<sup>st</sup>. If this is not possible, due to insurance carrier regulations, benefits will begin as soon as possible following the employee's first workday.

B. Calendar:

Our year is the budget year July 1 through June 30. New employees may have benefits pro-rated, dependent on their months of service (e.g. 11/12th's if an August 1 start) rounded up to the nearest whole month.

10.2 Plan Descriptions:

Specific plan descriptions are provided to employees upon hiring and are available at the Superintendent's Office for review. Specific terms and conditions of such plans are incorporated herein as if set forth in full.

10.3 Section 125 Plan:

The District will provide an Internal Revenue Service Section 125 Plan in order to convert deductible and uninsured medical expenses, dependent care and other IRS allowable expenses to pre-tax dollars. Enrollment forms must be submitted by June 1<sup>st</sup>.

10.4 A. Medical Insurance:

Full Time Year-Round Employees:

For each Support Staff member who enrolls, the district will pay the following percentage of the premium cost and plan type of the medical insurance program Blue Cross/Blue Shield, VEHI (Vermont Education Health Initiative). Employees may choose from the new VEHI plans by assuming the difference with the Board's contribution on the VEHI Gold CDHP plan. The employee must meet carrier's requirements.

89% Single, 2 person, Parent/Child(ren), Family

Part Time Year-Round Employees:

The District's basic contribution will be determined with the following formula:

Hrs/day X Days / Year X .89 X Premium = Board's Contribution

8 x 260

Full Time School-Year Employees:

The district will pay a percentage of the premium cost for medical insurance program Blue Cross/Blue Shield, VEHI (Vermont Education Health Initiative) Plan for each staff member who enrolls and works a minimum of seven (7) hours per day according to the following schedule. Individuals working less than thirty-five hours per week and more than seventeen and one-half (17.5) hours per week will be eligible for a prorated benefit. The employee must meet carrier's requirements. Newly hired school-year employees shall receive the health insurance benefit received by MAUSD employees.

89% Single, 2 person, Parent/Child(ren), Family

Prorating is based on the following formula:

$$\text{Hrs Worked/day} \times \text{Days Worked /School Year} \times \% \text{ Premium Above} = \text{District Contribution}$$

The Health Insurance contribution is to be paid twelve (12) months of the year, providing the employee remains in the district.

For returning employees, open enrollment in the medical insurance plan is limited to once a year to be determined by the carrier.

B. If medical insurance should become available from another insurance carrier, providing equal or comparable benefits at a lower cost to the school district, the Board reserves the right to reopen negotiations on this provision with respect to the carrier. In the event a mutual agreement cannot be reached between the Board and the Association, the current coverage will continue. If the current health insurance plan becomes unavailable, negotiations will be reopened with the goals of providing equal or comparable benefits.

10.5 Health Buyout:

A \$750 buyout option will be available to employees who have medical coverage from another source. Certified documentation will be required as proof of alternate medical insurance coverage. Employees selecting the cash payment buyout option in lieu of the health insurance benefit shall receive one-half of the amount in December and the remaining half in June.

10.6 Disability Insurance:

A. The Board agrees to pay 100% of the premium costs for a long term disability ("LTD") insurance plan with a ninety (90) calendar day elimination period. The plan shall provide 66.66% of an employee's salary following the elimination period. When an employee

becomes eligible for coverage under the LTD insurance plan he/she will no longer be eligible to use sick days.

B. Each eligible employee shall apply for LTD coverage at the earliest possible time allowed by the carrier [i.e., so that the benefit will commence at the completion of the ninety (90) day elimination period] and shall utilize this coverage as soon as benefits are authorized by the carrier.

C. After an employee has been receiving a combination of sick leave and LTD insurance benefits for a period of twelve (12) consecutive months, the District will no longer be responsible for contributing towards the premium costs of any insurance plan provided pursuant to this Agreement.

D. After an employee has been receiving a combination of sick leave and LTD insurance benefits for a period of eighteen (18) consecutive months, said employee shall no longer have employment reinstatement rights with the District.

#### 10.7 Dental Insurance:

All employees meeting carrier requirements and scheduled to work a minimum of seventeen and one-half (17.5) hours per week may enroll for a single membership in its Group Dental Plan. The district shall pay 100% of the premium costs of a single membership. Open enrollment is limited to once per year between May 15 and June 15.

#### 10.8 Life Insurance: (Employees scheduled to work a minimum of seventeen and one-half (17.5) hours per week):

The district shall provide a group term life insurance policy, having a death benefit of fifteen thousand dollars (\$15,000) for each worker who meets the requirements of the carrier.

#### 10.9 Retirement:

A. Retirement Contribution Employees scheduled to work a minimum of one thousand (1,000) hours per year:

The District shall provide a Matching Thrift Retirement Plan to employees working at least 1,000 hours per year after two (2) years of continuous employment. The District will contribute on a matching basis up to 5% of the employee's wages. The choice of plan carrier and the effective date will be at the discretion of the Board.

## B. Retirement Buyout/ Career Change:

Staff members who leave the District with a minimum of twelve (12) continuous years of service to the District will receive \$20.00 per day for a maximum of ninety (90) unused sick days. The payment will be processed and paid as a separate check.

### 10.10 Workers' Compensation Leave:

Workers' Compensation issues will be administered in accordance with the provisions of the Vermont Workers' Compensation statute [21 V.S.A., Chapter 9]; this shall include, by way of example but not limitation, employment reinstatement rights. When an employee receives the difference between the Workers' Compensation benefits he/she shall also use his/her accumulated sick leave to offset the difference between the Workers' Compensation benefits and his/her full salary. This shall be accomplished by the employee endorsing all weekly Workers' Compensation benefit checks over to the District, including those received during all holiday and vacation periods (including summer vacation); the District will then pay the employee his/her full base salary and deduct 1/3 of a sick leave day from the employee's accumulation for each day of absence. The Board shall also continue to pay its share of all insurance benefits provided by the Agreement until the employee's sick leave is exhausted. Employees will not accumulate additional sick days while receiving Workers' Compensation benefits. If the employee fails to endorse his or her weekly Workers' Compensation benefit check over to the district, the Board may elect to stop payment of sick leave salary.

### 10.11 Professional Development:

Reimbursement up to \$1500 will be paid by the district toward the cost of pre-approved courses and materials upon documented evidence of satisfactory completion with a grade of B or better. The reimbursement payment will be processed and paid as a separate check.

A pre-paid benefit of up to \$300 will be paid by the district toward the cost of pre-approved conferences, seminars or workshops. Documented evidence of satisfactory completion is required within a week of the activity.

### 10.12 Longevity Incentive:

In recognition of continued service, a Longevity Incentive will be paid annually and processed through payroll for each of following years of service: fifteen (15) to nineteen (19) years of service will receive \$200; twenty (20) to twenty-four (24) years of service will receive \$250; and twenty-five (25) years of service and thereafter will receive \$300.

## **ARTICLE ELEVEN EMPLOYMENT**

### **11.1 Hiring:**

All employees are required to complete the necessary paperwork (application, etc.). Written confirmation of employment will be issued by MAUSD and includes a rate of pay, scheduled hours of work, and a job description (if applicable) and the name of the immediate supervisor. A copy of this negotiated agreement is provided by MAUSD. Employment is conditional upon receipt of an acceptable Criminal Record Check with fingerprints. The Criminal Record Check processing fee will be paid by the district at the time of hire. The cost of the fingerprinting service will be paid by the employee.

Letters of intent to hire for the ensuing year will be issued to all employees no later than May 1st.

By the end of the school year, the administration will make an attempt to provide tentative assignments for the next school year. Changes in assignment during the summer are common and will be communicated to the employee as soon as they can be determined prior to the first day of school for students.

### **11.2 Probationary Period:**

Employees newly hired by the district are on probation for a period of one hundred twenty (120) work days. Probationary employees are not covered under Section 3.4.

### **11.3 Physicals:**

Any person before employment may be required to have a physical wherein an approved physician certifies their fitness to do the work for which they have applied. If performance concerns arise as it relates to the employee's physical health, a physical may be requested anytime by a person's immediate supervisor with the approval of the Superintendent or his/her delegate. Physicals required by this section will be paid for by the District.

### **11.4 Evaluation:**

Each employee shall be evaluated by his/her immediate administrative supervisor at the end of the probationary period, then once each year by April 30th. The evaluation will be in writing and include a complete review of the person's job description and performance related thereto. At any time during the year, an administrative supervisor may conduct a special evaluation if an employee's performance is unsatisfactory or marginal. An improvement plan will be implemented to address unsatisfactory performance and reviewed

within a specified period of time for improvement. Lack of improvement in an employee's performance between reviews will constitute grounds for dismissal. All evaluations must be placed in the employee's personnel file.

An employee will sign his/her evaluation acknowledging having seen and discussed the contents. The employee's signature does not necessarily imply agreement with the conclusions of the evaluation. The employee has the right to submit a letter with his/her reasons for disagreeing with the contents that has been placed in the evaluation. The letter shall be attached to the evaluation in the employee's personnel file.

#### 11.5 Termination:

##### A. Resignation:

A letter of resignation, stating reason(s) for leaving, is expected at least two (2) weeks prior to termination.

##### B. Suspension or Dismissal:

An employee who has completed her/his probationary period shall not be disciplined, suspended or discharged except for just cause. A probationary employee may be discharged within the probationary period at the discretion of the Superintendent, without recourse on the part of the employee discharged or of the Association and such discharge shall not be the subject of a grievance pursuant to the provisions of Article IV herein.

#### 11.6 Reduction In Force:

No employee will be laid off under the provisions of this Article if the reduction in staff can be accomplished by normal staff turnover. When a position is eliminated, the employee to be laid off as a result of such elimination will be selected based upon the application of his/her seniority within the following layoff categories:

##### a. General Educational Assistants

A general education assistant is defined as a locally funded non-special education position whereby the employee provides direct services to students including, but not limited to, instructional assistants, individual instructional assistants, classroom/program instructional assistants, and Title 1 / 504 instructional assistants. behavior support, library assistant.

##### b. Special Education Assistants

##### c. Planning Room/Behavioral Assistants/Director

d. Library Assistants

e. Custodians

f. Administrative Assistants

g. Safety and Wellness Coordinator

h. Communication Facilitators

i. Speech Language Pathologist Assistants

When a reduction in force is implemented by the Board, employees shall be laid off in accordance with the following principles and procedures:

A. If seniority cannot be determined by the date of employment, the employee or employees to be reduced shall be determined on the basis of the needs of the District and the skills, experience, and qualifications of employees.

B. Prior to a decision to implement a reduction in force, the Board agrees to provide the Association and any affected employee with notice in writing at least ten (10) working days prior to the next regularly scheduled Board meeting, with the reasons for the reduction stated. The Association will, with prior notice, be provided an opportunity to discuss said layoff(s) with the Board at its regularly scheduled meeting.

C. An employee who is to be laid off shall have the right to be recalled to any position covered by this Agreement for which the employee is qualified in the district for a period of one school year following the layoff (September-September). If such a position becomes available within said period, the laid off employee will be notified in writing. Failure to accept an appointment upon recall will be considered a waiver of all recall rights unless the FTE of the position to which an employee is recalled is less than the FTE of the position from which the employee was originally reduced. Regarding recall, the employee has the right to meet with the administrator if it is determined that said employee is not qualified for the recalled position. The ultimate decision will rest with the Board and the determination of qualification will not be subject to the grievance procedure.

D. Individual Student Assignments — An individual instructional assistant who is assigned to an individual student in the employee's first year of employment may have his/her assignment partially reduced or eliminated if the needs of that student change at the discretion of the District without regard to the above provisions. Said employee shall be

notified in writing of such action at least twenty-one (21) calendar days in advance of the effective date of the reduction, or receive payment in lieu thereof. The employee shall retain recall rights for one (1) year as specified in 11.6.

E. An employee who has been reduced and recalled shall retain all previously accrued seniority, leaves and benefits.

#### 11.7 Safety:

A. All employees are entitled to safe working conditions. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their own or their students' health safety, or well-being.

B. Employees shall immediately report such circumstances, verbally and in writing to their immediate supervisor. Notification, verbal and written, shall be immediately forwarded, by the supervisor, to the principal. The principal will take the necessary action to ensure the immediate safety of the students and the employee and to investigate the circumstances for needed changes or safeguards.

C. Employees injured in the performance of their duties are entitled to workman's compensation benefits. While on workman's compensation, the board shall pay the full health insurance premium for the employee if the employee was enrolled in the district's health insurance plan at the time of injury.

## **ARTICLE TWELVE SEVERABILITY**

If any provision of this Agreement or any application thereof to any employee or a group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE THIRTEEN  
DURATION**

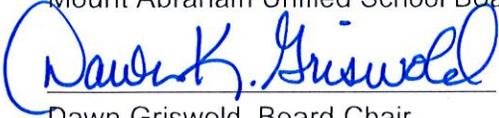
The provisions of this Agreement shall be effective as from July 1, 2019 and will continue in full force and effect until June 30, 2020 **IN WITNESS WHEREOF**, the parties have hereto set their hands and seals, as of the date hereunder written.

DATE: May 13, 2019

DATE: May 16, 2019

Mount Abraham Unified School Board

Mount Abraham Education Association ESP unit





Dawn Griswold, Board Chair

Elizabeth Maher, MAEA Co-President