

MASTER CONTRACTUAL AGREEMENT
BETWEEN
THE TWINFIELD EDUCATION ASSOCIATION
LOCAL #430 VERMONT-NEA
CABOT EDUCATION ASSOCIATION
VERMONT-NEA/NEA
(EDUCATIONAL SUPPORT PERSONNEL)
AND THE
TWINFIELD AND CABOT BOARDS OF SCHOOL
DIRECTORS

JULY 1, 2017– JUNE 30, 2019

ACKNOWLEDGMENT OF ARBITRATION

In accordance with 12 V.S.A. § 5652(b), the Boards and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Boards 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 Article 16.

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AGREEMENT

This agreement is made and entered into by and between the Twinfield Union #33 Board of School Directors and the Cabot Board of School Directors (hereinafter referred to as the “Board”) and the Twinfield Education Association, Local #430 of Vermont-NEA, and the Cabot Education Association of Vermont-NEA, and the National Education Association (hereinafter all Associations will be referred to as the “Association”).

ARTICLE 1

RECOGNITION

- 1.1 The Twinfield Union and Cabot School Boards recognize the Twinfield Education Association, Local #430 of Vermont-NEA and the Cabot Education Association of the VT-NEA as the exclusive representative of permanent full and permanent part-time Educational Support Personnel (ESP): custodians, bus drivers, custodian-bus drivers, administrative assistants, food service workers, paraeducators, and health services paraeducators who work twenty or more hours per week and are employed by either District.
- 1.2 Unless otherwise indicated, the persons in the above units will be referred to as employee(s) or member(s) of the bargaining unit.

ARTICLE 2

DEFINITIONS AND JOB CLASSIFICATIONS

- 2.1 The following words and phrases used in this Agreement, unless a different meaning is plainly required by the context, shall have the following meanings:
 - a. Board – School Directors elected to manage the School District. As used herein, the term Board shall mean the Cabot School Board of Directors and Twinfield School Board of Directors, unless either is noted individually.
 - b. Administrator – A person employed by the Board, the majority of whose time is assigned to managerial or supervisory duties and who is employed as a Superintendent, Principal, Coordinator or Supervisor.
 - c. Support Personnel – Staff members employed by the Boards in the positions of paraeducators, custodian, bus driver, custodian-bus driver, food service worker or administrative assistant.

- d. Negotiations – The process of meeting, conferring, consulting and discussing in good faith for the purpose of reaching an agreement as to matters of salary, related economic conditions of employment, grievance procedures, and other mutually agreed upon subjects not in conflict with laws or statutes of the State of Vermont.
- e. Days – Unless otherwise specified “days” shall mean days when school is in session.
- f. School-Year Employee – Any staff member whose annual employment contract is 190 days or less, established in accordance with the student school year.
- g. Full-Year Employee – Any staff member whose contracted work year is greater than 190 days.
- h. New Employee – Is a person with no previous employment in the School District in the job category for which he/she is hired, or a person rehired after termination for any reason or an employee returning after more than two (2) years after the date of the employee’s lay off due to reduction in force (RIF).
- i. When singular is used in the Agreement, it is to include the plural.
- j. Domestic Partner – Meets the following criteria:
 - a. The persons are each other’s sole domestic partner and have been in an enduring domestic relationship sharing a residence for not less than six consecutive months,
 - b. The persons are eighteen years or older,
 - c. Neither person is married to anyone,
 - d. The parties are not related by blood closer than would bar marriage under Vermont law,
 - e. The persons are competent to enter into a legally binding contract and,
 - f. The persons have agreed between themselves to be responsible for each other’s welfare.
- k. Weingarten Rights - Weingarten rights guarantee an employee the right to Union representation during an investigatory interview. An investigatory interview is one in which a Supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his/her conduct. These rights, established by the Supreme Court, in 1975 in the case of J. Weingarten Inc., must be claimed by the employee. The supervisor has no obligation to inform an employee that she/he is entitled to Union representation.

2.2 Job Categories - Are defined as follows:

- a. **Custodian** – Normal responsibilities include custodial work only.
- b. **Custodian-Driver** – Normal responsibilities include an eight-hour day which includes custodial work done in the school year and vacations and a minimum of two (2) hours per school day for bus driving.
- c. **Driver** – Normal responsibilities include only bus driving and no custodial work.
- d. **Paraeducator** – Normal responsibilities include supervisory, clerical, educational assistance, technology and health services, as defined by job description.
- e. **Individual Health Paraeducator** – Sub-category shall be comprised of:
 - a. **L.N.A.** (licensed nurse assistant) and
 - b. **Critical Care Paraeducator** (non-licensed assistant). Duties/responsibilities could include working with students requiring handling of bodily fluids, assistance with urinary and/or bowel functions, assistance with feeding, physical care and/or lifting.
- f. **Health Services Paraeducator** – Sub-category shall be comprised of:
 - a. **L.P.N.** (Licensed Practical Nurse)and
 - b. **R.N.** (Registered Nurse) Duties/responsibilities will be commensurate with those of the health services of a licensed practical nurse or registered nurse.
- g. **Administrative Assistant** – Normal responsibilities include secretarial and clerical work, as defined by job description
- h. **Food Service Worker** – Normal responsibilities include preparation of, serving and cleaning up after meals in the school breakfast and lunch program.
- i. **Cook** – Duties include ordering and inventory, preparation of, serving and cleaning up after meals in the school breakfast and lunch program and other responsibilities as assigned by the food service manager.

ARTICLE 3

RIGHTS OF THE PARTIES

RIGHTS OF THE ASSOCIATION

- 3.1 The Association shall have the right to use such facilities and equipment as are normally located for employer's use within the school, as well as school audiovisual equipment upon appropriate request to the principal, provided that such use does not interfere with normal school operations.
- 3.2 Any custodial cost or cost for repair or replacement as a result of such use of the equipment or facilities, beyond a reasonable amount, will be borne by the Association.
- 3.3 Duly authorized representatives of the Association shall be permitted to transact official business on school property at unassigned times during work hours, provided this does not interfere with school business.
- 3.4 The Association shall have the right to use faculty/staff room for the posting of notices of its activities and matters of Association concern.
- 3.5 The Association may use the employee's mailboxes for communications, as well as electronic means of communication, including e-mail. The Association retains all rights granted by law.
- 3.6 Whenever any representative(s) of the Association has received approval and participated during working hours in Association conferences and meetings, he or she shall suffer no loss in pay or benefits. Such attendance at conferences or meetings must be authorized by written approval from the Superintendent. A request to attend a meeting or conference must be submitted in writing to the Superintendent ten (10) days in advance of such conference or workshop, unless in case of emergency or extenuating circumstances. The Superintendent will respond within five (5) school days of receipt of said request. These conferences and meetings are for Association business and are restricted to no more than five (5) days annually for the entire Association.
- 3.7 Upon request by the Association directed to the appropriate administrative official, the Association will have time at each district-wide or school meeting to conduct Association related business.
- 3.8 The Association will receive copies of each Board meeting minutes.

- 3.9 The Association will be placed on the agenda of a Board meeting after requesting it of the appropriate administrative official. A copy of the Board Meeting agenda will be sent to the Association representative at the same time it is sent to the Board.

RIGHTS OF THE BOARD

- 3.10 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 School District, it is herein 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 it has, or may hereafter be granted by law.
- 3.11 Unless in conflict with a specific provision of this Agreement, the rights and powers of the Board shall include, without limiting the generality set forth in Article 3.1, the operation of the School District, the direction of the workforce, including the right to plan, direct and control District activities and services; to determine the qualifications of its ESP; make schedules and assignments; determine the curriculum; make budgetary decisions; determine the staffing of programs; create, revise and eliminate positions; employ part-time persons; establish and require compliance with reasonable rules and regulations.

EMPLOYEE RIGHTS

- 3.12 An employee who has completed his/her 90 working day probationary period shall not be disciplined, suspended or dismissed without just and sufficient cause.
- 3.13 Any support staff member to be disciplined, suspended or dismissed shall have the right to representation by the Association and shall have the right to respond in writing, and to have the response appended to the reprimand.
- 3.14 Whenever an employee is required to appear before the Superintendent and/or School Board on a matter pertaining to a complaint that may lead to disciplinary measures, including reprimand, suspension or termination of employment, the employee shall be given prior written notice of such appearance with the reason(s) and date. The employee shall be entitled to have a representative of the Association present at such meeting.

ARTICLE 4

FAIR PRACTICES

- 4.1 The Association agrees to maintain its obligation to represent all employees covered by this Agreement by continuing to admit persons to membership without discrimination on the basis of race, religion, creed, color, national origin, ancestry, place of birth, age, sex, sexual orientation, gender identity, handicap or marital status and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.

ARTICLE 5

DUES AND AGENCY FEES

- 5.1 By the end of the first week of school, the District shall provide the Association a complete and accurate list of bargaining unit employees and their home mailing addresses. Within ten (10) business days of hiring an employee after the first week of school, the District shall provide the Association the employee's name and home mailing address.
- 5.2 **Dues:** The Board agrees to make payroll deductions for Association dues and transmit said monies and a record of deductions to the Association on a monthly basis. Authorizations will be in writing and continuous from year to year as long as the person remains employed by the School District, unless he/she notifies the supervisory union in writing, prior to September 15 of any year that he/she wishes to withdraw his/her authorization for dues deduction. The employee shall notify the supervisory union with written directives received prior to September 15 to revoke a present authorization. Deduction shall be in substantially equal amounts from each of the employee's paychecks. Authorization received by the School District by new members shall be honored and deductions shall be made in substantially equal amounts from the remaining paychecks beginning with the first paycheck. The supervisory union office will transmit the monies deducted and a record of the deductions to the treasurer of the Association.
- 5.3 **Agency Fees:** Employees who do not elect to become members of the Association will be assessed an annual agency fee. Such agency fees will be an amount or percent of the association fee charged its membership. The amount or percent of the fee will be determined annually by the Vermont NEA as qualified by statute. Agency fee payers may pay the agency fee either in a lump sum within 30 days of receiving notice of their right to challenge how the fee is calculated by the Association or by having the fee deducted from the fee payer's paycheck in a manner similar to Association members' dues payments.

Upon hire, each new employee will be required to sign a letter authorizing payroll deductions for either agency fee or union dues or present a check for the full amount of these monies for the year.

ARTICLE 6

CONTRACT RENEWAL

- 6.1 Individual employee contracts for the following school year shall be issued on or before April 30. This shall be subject to the layoff provision of this Agreement. If in a negotiation year, a successor Master Agreement is not ratified by both parties by April 30, the Board shall issue each employee it intends to rehire for the subsequent year a Letter of Intent, which shall be replaced by a standard individual employee contract when the successor Agreement is ratified by both parties.
- 6.2 In the event a new position is created within the bargaining unit, the employee will be given, at the time of hire, a copy of the job description and a contract naming the position and stating the remuneration. If the position is created in response to an emergency situation, the employee will receive the documentation within 10 school days of the beginning of the position.

ARTICLE 7

REDUCTIONS IN FORCE

- 7.1 No employee shall be laid off under the terms of this Article, if the reduction can be accomplished through attrition.
- 7.2 Support staff who are to be laid off due to reduction in force at the end of a fiscal year shall be notified by certified mail post marked no later than April 15.
- 7.3 The board may determine the need for a reduction in force where there is a loss in funding, a drop in student enrollment or when it believes there are viable reasons to do so.
- a. Layoffs will be by job category.
 - b. If a layoff is necessary, that staff member with the least seniority within the job category will be laid off first.
 - c. Seniority shall be calculated from the date beginning with the employee's employment with the District as determined by the time/date stamped as received in the supervisory union office, regardless of the job category within the bargaining unit. Seniority will not be accrued during any periods in which the employee is not employed by the District. Part-time support staff will accrue seniority on a pro-rata basis. Seniority will continue to accrue during periods of paid leaves of absence. The seniority list shall be updated annually and kept on file at the supervisory union office.

- 7.4 An employee who has been laid off shall be recalled to any vacancy which occurs in his/her job category during the twelve (12) months immediately following the effective date of the layoff. The last employee in a particular job category laid off shall be the first employee recalled in that job category. It is understood that accumulated leave benefits including seniority and sick leave will be re-instated to an employee returning after a reduction in force of less than two years. An employee returning after a reduction in force of two years or more will not have benefits reinstated.
- 7.5 Notice of recall shall be by certified mail (return receipt requested). If the employee does not indicate his/her acceptance of the position within five (5) days of receipt of the recall notice, he/she shall be deemed to have refused the position and waived further recall rights under this Agreement.

ARTICLE 8

VACANCIES, TRANSFERS AND REASSIGNMENTS

- 8.1 Notification of all vacancies for support staff positions shall be posted in the school building as they occur and staff shall have the option of applying for available positions. In the filing of vacancies, preference will be given to persons already employed, provided that their qualifications for such vacancies are at least equal to those of other applicants.
- 8.2 In no instance shall the request of an employee be construed to mean that said employee is given automatic transfer. The request qualifies the employee for preferential consideration which means the employee is guaranteed a thorough interview and review of candidacy. In all other respects, the employee's candidacy will be given equal consideration as that of all other candidates for the position. No effort will be made to fill the employee's present position until a decision has been reached on the requested transfer.
- 8.3 Nothing contained in Article 8 limits the administration, after application of these sections, to reassign an employee to an assignment for which the employee is qualified. Such administrative decision shall not be arbitrary or capricious.
- 8.4 In the event a new position is created within the bargaining unit, a job description will be sent to the president(s) of the association(s) within 2 weeks of the creation of the position and/or the hiring of a person in that position.

ARTICLE 9

WAGES

- 9.1 Wages for all employees covered by this Agreement are set forth in the attached Appendix A. July 1, 2017 – 2018: Wage rates will be increased by 2.9% retroactive to July 1, 2017. July 1, 2018 – 2019: Wage rates will be increased by 3%.
- 9.2 Initial placement on the wage schedule shall be determined by the Superintendent. No new employee will be placed higher than existing employees with the same experience in the same job category. Placement will be determined by criteria based on years of experience and training.
- 9.3 Once an employee has been hired and placed, the Association will be informed within ten (10) business days of the hiring and placement. Once placed on the wage schedule, the employee will advance according to the provisions of this agreement.
- a. Any full time support staff member employed prior to February 1 of any school year shall be given credit for one(1) year of service toward the next salary increment step for the following year, provided that said employee completes the school year in which he/she was hired.
 - b. Any part time support staff member employed prior to February 1 of any school year shall be given credit on a pro-rata basis for one(1) year of service toward the next salary increment step for the following year, provided that said employee completes the school year in which he/she was hired.
- 9.4 On a bi-weekly basis, employees with irregular hours shall be paid on actual hours worked as reported on time sheets. The wages of employees on a standard school year contract shall be paid on a bi-weekly basis, commencing at the start of the school year. The employee may elect either 22 or 26 equal payments paid in 2 week intervals, as long as the payments are in accordance with existing law. In the event that an employee elects 26 payments, all money owed the staff member may be paid in one lump sum check on the last payroll period in June or have the checks deposited or mailed bi-weekly as during the school year.
- 9.5 Support staff who are required to work more than forty (40) hours in one (1) week shall be paid overtime at the rate of 1 ½ times their regular hourly rate of pay for overtime worked. This applies only to hours actually worked, excluding any leave. No employee will be compelled to work evenings and/or weekends if he/she is not eligible for overtime under this provision. Employees who are required to work on Sundays and/or holidays*, as set forth in this Agreement will be paid at the rate of 1 ½ times their regular rate of pay for work performed on these days even if this time does not exceed 40 hours for a week. A week is defined as Sunday through Saturday.

**holidays that occur when school is in session will not be eligible for 1 ½ times their regular hourly rate of pay, but may be taken as a floater when school is in session (see Article 14).*

- 9.6 Support staff shall be paid for time spent at supervisory duties during field trips or other school functions, including hours employees are designated to be sleeping as part of their supervisory duties, and/or for working at a facility with students.
- 9.7 The Association will receive notification ten (10) days in advance of any change in an employee's status or assignment. If notification in advance is not possible, then the Association will be notified within five (5) days of the change.
- 9.8 If an employee works temporarily outside his/her normal job category in a higher paid job category, the employee shall be paid accordingly:
- a. An employee temporarily reassigned for five (5) or fewer days will remain in the lower pay category.
 - b. An employee temporarily reassigned for six to ten (6 o 10) consecutive days will be paid at the higher pay category during the days of temporary reassignment.
 - c. An employee reassigned for more than ten (10) consecutive days will be considered as having a permanent reassignment.
 - d. If at any point the reassignment becomes obsolete, the employee will be returned to his/her original job category.
- 9.9 Employees shall be compensated at their regular hourly rate of any workdays beyond those for which they are normally contracted.
- 9.10 An employee voluntarily terminating employment will receive vacation pay, if applicable, on a pro-rata basis based upon the length of time worked. Such payment will be made at the time the employee receives his/her last paycheck, providing the terminating employee has no financial obligations to the District.

ARTICLE 10

INSURANCE AND OTHER DEDUCTIONS

- 10.1 The Board agrees to provide health and dental coverage to those employees represented by the staff association who work at least 30 hour per week. Employees who work less than 30 hours per week may participate in the health insurance plan at their cost and subject to the condition of the insurance carrier.

10.2 Health Insurance

The Board agrees to offer single, two-person and family health insurance coverage. The Board shall contribute an amount of money equal to eighty-eight percent (88%) of the cost of single, two-person or family coverage under the VEHI Dual Option Plan toward the cost of VEHI Dual Option Plan through December 31, 2017.

Effective January 1, 2018 the District will contribute an amount of money toward the cost of health insurance premiums for each full-time employee participating in one (1) of the

four (4) group health insurance plans offered by the District through VEHI. The District's contribution to the cost of a full time employee's health insurance premium will not exceed 85% of the premium costs for the VEHI Gold CDHP Plan. The Board agrees to offer single, two-person, parent-child and family health insurance coverage. An employee electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected by the employee and the amount contributed by the District. An employee selecting coverage under a less expensive Plan offered by VEHI may apply the District's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for the Plan selected.

In addition to the premium contributions referenced above, the District will establish and maintain Health Reimbursement Accounts (HRA) for employees who select coverage under any of the Plans offered by VEHI. Employees and the District will share responsibility for the payment of deductibles, co-payments and/or co-insurance required under each Plan offered by VEHI as follows:

Gold CDHP Plan: Maximum out of pocket (OOP) costs of \$2,500 single coverage, \$5,000 other coverages. Employees are responsible for the first \$400 of OOP costs required for single coverage and the first \$800 for two person, parent-child or family coverage. The District will fund the remaining OOP costs of \$2,100 (single coverage) or \$4,200 for two persons, parent child or family coverage through a Health Reimbursement Account (HRA).

Platinum Plan: Maximum out of pocket (OOP) costs of \$2,800 single coverage, \$5,600 other coverages. Employees are responsible for the first \$400 of OOP costs required for single coverage and the first \$800 for two person, parent-child or family coverage. The District will fund the next OOP costs of \$2,100 (single coverage) or \$4,200 for two persons, parent child or family coverage through a Health Reimbursement Account (HRA). Employees will then be responsible for the last \$300 of OOP costs required for single coverage and the last \$600 for two persons, parent-child or family coverage.

Gold Plan: Maximum out of pocket (OOP) costs of \$3,100 single coverage, \$6,200 other coverages. Employees are responsible for the first \$400 of OOP costs required for single coverage and the first \$800 for two person, parent-child or family coverage. The District will fund the next OOP costs of \$2,100 (single coverage) or \$4,200 for two persons, parent child or family coverage through a Health Reimbursement Account (HRA). Employees will then be responsible for the last \$600 of OOP costs required for single coverage and the last \$1,200 for two persons, parent- child or family coverage.

Silver Plan: Maximum out of pocket (OOP) costs of \$4,000 single coverage, \$8,000 other coverages. Employees are responsible for the first \$400 of OOP costs required for single coverage and the first \$800 for two person, parent-child or family coverage. The District will fund the next OOP costs of \$2,100 (single coverage) or \$4,200 for two persons, parent child or family coverage through a Health Reimbursement Account (HRA). Employees will then be responsible for the last \$1,500 of OOP costs required for single coverage and the last \$3,000 for two persons, parent- child or family coverage.

Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible, co-payment or co-insurance expenses required by the Plan selected. Unspent HRA funds will not rollover or accumulate from year to year, but will revert to the Board, subject to a ninety (90) day run out period.

Payments for eligible OOP charges incurred will be made automatically to the Provider whenever possible; the District may also issue debit cards to facilitate such payments. The Parties understand and agree that the use of debit cards and automatic payment options are only available in cases where the employee has established a Flexible Spending Account (FSA) under the WNESU Flexible Benefits Plan from which payment for the employee's share of OOP payments can be made. The WNESU Flexible Benefits Plan document will allow employees to roll over funds in the employee's FSA from one calendar year to the next to the extent allowed by law.

The District will be responsible for the administrative costs of operating the HRA plan. Any substantive or procedural issue related to the operation or administration of the HRA Plan not specified herein is left to the discretion of the District.

10.3 A. Should a medical insurance policy become available with an alternate insurer, providing equal or improved benefits at a reduced premium cost, the Board and the Association, as individual parties or in concert, reserve the right to re-open negotiations regarding the provisions of Article 10.

B. Should a national health insurance program be enacted and become available, the Board and the Association, as individual parties or in concert, reserve the right to re-open negotiations regarding the provisions of this article.

10.4 Health Insurance

During the period July 1, 2017 through December 31, 2017 the Board shall contribute an amount of money equal to eighty-eight percent (88%) of the cost of single, two-person or

family coverage under the VEHI Dual Option Plan toward the cost of VEHI Dual Option Plan.

The co-payments may be made on a pre-tax basis through a payroll deduction plan.

10.5 Dental Insurance

The Board shall contribute 50% of the premium for single coverage for each support staff employee who qualifies for the District's dental insurance plan subject to Article 10.1.

An employee shall have the option to purchase two-person or family coverage under this plan in accordance within the provisions of the carrier, at the ESP's expense, through payroll deduction.

10.6 Domestic Partner Coverage

The Board agrees to extend health and dental insurance to the "domestic partners" of support staff and to the children of these domestic partners. It is expressly understood that the cost of said benefits will be borne by the support staff member and/or the domestic partner.

10.7 An employee may obtain benefit coverage at their expense for his or her domestic partner by submitting an application or statement, signed and sworn by the employee and his or her domestic partner, declaring that the domestic partner relationship meets the criteria in 2.1 (j).

10.8 An employee may obtain coverage for the child or his or her domestic partner at their expense provided all of the following criteria are met:

- a. The child otherwise meets the eligibility criteria for dependent children under the provisions of the health and dental benefit plans.
- b. The child can be, and is, claimed as a dependent by the employee and/or domestic partner for federal income tax deduction purposes.
- c. The child resides with the employee and their domestic partner.
- d. The employee and their domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

10.9 Given the capability of the payroll deduction system, upon request of an individual support member, payroll deductions in the following areas will be honored:

- a. Health and Dental Insurance
- b. Support Personnel Association Dues or Agency Fees
- c. 403(b) Contributions
- d. And other legally available deductions, as agreed to by the Boards and the Association, up to 2 additional direct deposits per employee.

ARTICLE 11

CONDITIONS OF EMPLOYMENT

- 11.1 Employees shall not be required to work under conditions which constitute an imminent threat to their health and safety. However, this provision shall not be construed as a guarantee of health or safety to any employee.
- 11.2 Each new employee will serve a probationary period of ninety (90) working days prior to being appointed to a position covered by this Agreement. The District may extend an employee's probationary service for an additional ninety (90) days provided it meets the conditions in paragraphs (a) and (b) below:
- a. It must secure in writing the employee's consent to an extension of probationary time beyond the first ninety (90) days. The employee's consent, in this context, applies strictly and exclusively to the issue of extending the term of probationary service after the first ninety (90) working day period has expired. (An employee who does not consent to extend his or her probationary period beyond ninety (90) working days, understands that the District may act to terminate his or her contract.)
 - b. It must notify the employee in writing of its desire to extend the initial probationary period no less than two weeks (14 calendar days) prior to the expiration of the first ninety (90) working day period of probation. The second period of probation, if served, must begin immediately after the end of the first period.
- A copy of the notification referenced in paragraph (b) above will be sent to the president of the local Association.
- 11.3 A. Each employee shall be provided a copy of his/her job description at the time of employment or after it is revised or changed in any way. The Association will receive copies of all job descriptions covered by this Master Agreement and will receive a copy of any job description that is significantly changed at least ten (10) working days before the change occurs. Said job descriptions shall include an outline of duties or responsibilities, and the position of the person(s) responsible for supervising and evaluating the support staff member.
- B. The Association will be provided an opportunity to discuss and provide input before an existing job description is changed.

- 11.4 Employees who are required to lift and/or carry as a regular part of their employment shall be so notified in their job description.
- 11.5 Any support staff who work regularly less than eight (8) hours per day will be assured of a fifteen (15) minute paid break, daily. Any support staff who work regularly eight (8) hours per day or more will receive two (2) fifteen (15) minute paid breaks, daily.
- 11.6 Any support staff who work 6.5 hours or more per day shall have a paid half hour, duty-free lunch scheduled each day.
- 11.7 Each employee in the bargaining unit shall be under the supervision of a designated supervisor who shall customarily assign and supervise the employee's work.
- 11.8 Employees who are required as a condition of employment to incur financial costs shall have said costs paid by the District. The employee must have prior written approval of the principal or associate principal in order to claim payment, unless the costs were incurred in a fashion or situation that was not anticipated or foreseen, transportation costs authorized and incurred in connection with the school program will be reimbursed at the rate established and used by the IRS.
- 11.9 If required by the District or by state law, physical examinations for support staff members shall be paid for by the district. No employee shall be required to take a physical exam without a written explanation furnished by the Board.

CUSTODIANS, CUSTODIAN-DRIVERS, AND FOOD SERVICE WORKERS

11.10 A. Changes in a custodian's and/or custodian-driver's normally scheduled shift will not be made without a week's advance notice unless a situation arises which could not have been anticipated such as illness of an employee, damage which must be immediately repaired, etc. Work schedules will not be changed in an arbitrary or capricious way nor without consultation with the employees involved. During non-student days, all custodians shall be customarily assigned to the regular day shift unless a different shift is previously assigned to accommodate weekend schedules or evening schedules. Weekend duties will be equitably assigned.

B. To prevent damage to personal clothing and to present an official public appearance, the district shall provide to all custodians and bus drivers who request it a set of uniform clothing, consisting of five shirts, five trousers, two jackets and one liner, and coveralls. Custodians and bus drivers will be eligible for uniforms following the probationary period. It is expected that those who request uniforms will wear them on the job and not

off duty. Upon turning in worn garments, replacements will be furnished as needed thereafter. Uniforms remain the property of the school district and are to be returned upon leaving employment as a custodian during the first year after purchase. Thereafter, uniforms become the property of the custodian. Care and cleaning of the uniforms shall be the employee's responsibility.

C. The district will reimburse each employee of the food service staff and custodians for no more than \$100.00 per year for footwear they purchase that is directly linked to their work in the District. Employees will be reimbursed for footwear purchased after submitting proof of purchase.

SCHOOL BUS DRIVERS

11.11 A. Upon submission of receipts or other documentation, school bus drivers and custodian-drivers on field trips of eight (8) hours or more shall be reimbursed for meals, overnight expenses and other expenses previously approved.

B. All drivers shall be paid for morning driving hours whenever school is cancelled because of inclement weather or other emergency.

C. the district will pay renewal fees for drivers required to hold the Commercial Driver's License, above and beyond the renewal fee for a Vermont driver's license.

PARAEDUCATORS

11.12 A. Paraeducators who participate in IEP meetings, grade-level meetings, staff meetings, school-related evening events or any educational functions that require an extension of their work day shall be paid for the additional time at their regular rate unless provisions of Section 9.5 apply.

B. When a paraeducator serves as a teacher substitute, the paraeducator will be paid his/her pay plus \$15. For each half day. In addition, the District will make a good faith effort to retain a substitute to fulfill the normal duties of the paraeducator.

ADMINISTRATIVE ASSISTANTS

11.13 Administrative Assistants whose days require an extension for their workday shall receive compensatory time or be paid according to Article 9.5 as agreed to by the administrative assistant and the principal.

SCHOOL CLOSING

11.15 A. When schools are closed due to severe weather conditions, school-year support staff shall not be required to work. A school-year employee agreeing to work at the request of an administrator shall receive their regular rate of pay for that day.

B. In the event of early dismissal because of emergency conditions, the work day for all school-year support staff will end when students have safely departed, but a full day's wage will be paid. Emergency conditions, in the context of this provision, refer to situations or conditions that pose a threat to the health, safety, and general welfare of the student body or the staff.

WORK DAY

11.16 The work day for full-time support staff members shall be as follows:

- a. Custodian and Administrative Assistants/Secretaries – customarily eight hours per day, including a 30-minute lunch.
- b. Paraeducators – 6.75 hours/day including a 30-minute, duty-free lunch.

WORK YEAR

11.17 The work year for paraeducators shall be 179 days. Each year paraeducators will be notified no later than June 30 of the in-service dates they will be expected to attend in the upcoming year.

ARTICLE 12

PROFESSIONAL DEVELOPMENT

12.1 The Board shall encourage support staff members to pursue educational opportunities which enhance their success as employees of the supervisory union. These opportunities may include, but shall not be limited to courses, workshops and conferences. Subject to administrative approval, funds set aside for support staff professional development shall be made available by request and/or as determined necessary by administration.

12.2 Training and orientation as deemed essential by the administration shall be provided to any support staff personnel assigned to supervise or care for students with severe health problems or disabilities.

12.3 Food service staff shall be required to attend and pass Food Safety and Sanitation Courses provided by the Agency of Education, Department of Health or Child Nutrition

Programs. Course will be taken and passed within the first ten (10) months of hiring. Failure to do so may result in termination of employment. Food service staff will be required to take at least two (2) workshops per year to stay current with new trends and information pertaining to School Food Service Industry. Workshops approved by the administration shall be paid in full.

- 12.4 Should the District require any school visitations or attendance at meetings, courses, workshops, conferences or other training, the Board will provide time off with pay if regular work time is messed due to the training. If additional time outside regular hours is necessary, the School District will pay the employee the rate indicated by the Master Agreement. The employee and supervisor may mutually agree to adjust regular work hours so the training may take place within them. The Board will reimburse the employee for travel costs in accordance with IRS rates, room accommodations as approved, meals up to \$45 per day and other expenses as previously approved.

ARTICLE 13

EVALUATIONS AND PERSONNEL FILES

- 13.1 All new employees will serve a ninety (90) working day probationary period during which the employee serves at the will of the Board. If, during the probationary period, an employee is dismissed, such action shall not be made the object of a grievance under this agreement.
- 13.2 The purpose of evaluation is to maintain a competent and qualified staff and to promote its continuing development. Supervision should be ongoing and constructive feedback given whenever it is needed to help the ESP perform to the best of that person's ability.
- 13.3 A written evaluation process and any subsequent changes will be developed for each job category, which may be adjusted as needed. The evaluation process will be developed by administration in collaboration with the Association and representatives from the employees who are employed in the individual job categories.
- 13.4 Employees will be given a copy of any evaluation or work performance report prepared by their supervisor(s) and will, within ten (10) days of receiving documentation, be entitled to a conference to discuss said report. No such report will be placed in the employee's personnel file or otherwise acted upon without prior conference, if requested. No employee will be required to sign a blank or incomplete evaluation form. Employees will be informed of any changes in the instrument used to evaluate their job performance at least six (6) weeks prior to the use of the instrument.

- 13.5 Employees will have the right, upon request, to review the contents of their personnel file excluding references, and they may receive one (1) copy of any documents reviewed. An employee will be entitled to have a representative of the Association accompany him/her during such review. No materials may be placed in the employee's personnel file without the employee's knowledge as acknowledged by the employee's signing and dating the material prior to inclusion. Correspondence between the administration and employee maybe placed in the personnel file. The employee has a right to submit a written response to any document in the personnel file.
- 13.6 Any complaint regarding any employee made to a member of the administration which becomes the basis for an intended disciplinary action will be called to the attention of the employee in a timely fashion and prior to any action(s) being taken. The administration will identify the complainant to the employee and provide a written copy of the complaint. The employee will be given an opportunity to respond to and/or rebut such complaint. Except in cases of emergency, the employee will be given at least 24 hours' notice of any meetings involving complaints or possible disciplinary action. Said notice will include a reminder of the employee's Weingarten Rights, including right to representation at any meeting that may lead to possible disciplinary action.

ARTICLE 14

LEAVES AND ABSENCES

- 14.1 Federal or state laws which broaden leave benefits supersede the provisions of this contract.

SICK LEAVE

- 14.2 A. Full-year employees with 0-5 years will be granted ten (10) sick days with pay each school year. Full-year employees with six (6) or more years shall be granted thirteen (13) sick days with pay each school year.
- B. All other employees covered by this agreement shall be granted eleven (11) sick leave days with pay each school year.
- C. During their first year of employment, newly hired school-year employees will earn sick days at a rate of one (1) per month and two (2) days in June. During their first year of employment, newly hired full-year employees will receive one (1) day per month up to a maximum of ten (10) sick days.

D. Unused annual sick leave may be accumulated to a maximum of one hundred fifteen (115) days.

14.2.1 In the event that an employee needs additional sick days, the President of the Cabot ESP Association or the Twinfield ESP Association may make a written request to the Superintendent, to be approved by the School Board, to permit any employee for the School District to donate up to two (2) sick days to the individual in need. Request for use of the sick bank must be accompanied by a doctor's note or other appropriate documentation.

14.2.2 Paid sick leave may be used for the following purposes and shall be subject to the following conditions:

- a. Personal illness or medically related absences including medical appointments. Employees who have used five (5) consecutive sick days may be required to provide a physician's statement verifying the illness and/or the fitness of the employee to return to work.
- b. Health related care of members of the employee's family or immediate household.

The purpose of this Article is to notify employees of their rights under the Family Medical Leave Act ("FMLA") and the Vermont Parent and Family Leave Act ("VTPFLA"). The provisions of this Article are not intended to either enlarge or diminish an employee's rights under either statute. Unless specifically modified by this Article all definitions, rights, benefits and obligations created by the FMLA and/or the VTPFLA, including any regulations duly adopted thereunder, will apply.

Employees who meet the eligibility requirements of the FMLA or the VTPFLA may be granted up to a total of 12 workweeks (60 workdays) of unpaid leave during any 12-month period for one or more of the following reasons:

- For the birth and care of a newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for a spouse, or a child, or parent of the employee or spouse with a serious health condition;
- For medical leave when the employee is unable to work because of a serious health condition; or
- For qualifying exigencies as defined by the FMLA arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty

status as a member of the National Guard or Reserves in support of a contingency operation.

An eligible employee may elect, or the district may require, that the employee substitute his or her accrued paid leave on a day for day basis during any period of unpaid leave provided by the FMLA or VTPFLA. The VTPFLA allows an employee to utilize up to six (6) weeks (30 work days) of accrued paid leave during any approved leave to which the VTPFLA applies. The FMLA also allows an employee to substitute accrued paid leave for unpaid leave, but provides that use of paid leave during any period of leave granted under the FMLA must be consistent with the provisions of this Agreement.

An employee will provide the Superintendent with reasonable written notice of his or her intent to take leave under the FMLA or VTPFLA. Notice will include the date the leave is anticipated to commence and the estimated duration of the leave. An employee may return from leave earlier than estimated with the approval of the Superintendent. An employee will provide reasonable notice to the Superintendent of his/her need to extend leave to the extent allowed under the FMLA or VTPFLA. An employee will complete such forms and provide such medical information as may be allowed by law and necessary to support the request for leave. Insurance benefits will be continued while the employee is out on approved leave under the FMLA provided that the employee pays the normal employee contribution to the insurance premium. At the end of the approved leave the employee will be entitled to return to his/her former position, or to a comparable position, with no loss of pay, seniority or benefits.

An employee may apply to the Board for extended unpaid leave beyond any leave provided under the FMLA.

- 14.2.3 Consistent with the provisions of the Family and Medical Leave Act (FMLA), extended unpaid sick leave shall be granted for employees eligible for said leave who have exhausted their accumulated sick leave allowance. Group health and dental insurance shall also be retained for these employees, provided the employee pays the full insurance premiums. Insurance premiums should be paid one month in advance at the supervisory union office.

BEREAVEMENT LEAVE

- 14.3 Up to five (5) days shall be granted without loss of pay for each death of certain members of the employee or the employee's spouse or domestic partner's immediate family, specifically spouse, child, sibling, parent, grandparent, grandchild, aunt or uncle or those who stand in place of the parents and any other member of the employee's household.

Requests for bereavement leave shall specify the name and relationship of the decedent. Additional bereavement leave days with pay may be granted at the discretion of the Superintendent.

PERSONAL LEAVE

- 14.4 Up to four (4) paid leave days may be granted for personal, legal or business matters which require absence during working hours. Unless an emergency exists, requests for personal leave must be made to the principal at least 24 hours in advance. Personal leave may not be used to extend a vacation. Personal leave may not be used for purposes eligible for sick leave.

MILITARY LEAVE

- 14.5 A military leave of up to ten (10) school days in any calendar year shall be granted to any employee who is a member of the National Guard or any other component of the military forces of United States who is engaged with such organization or component in training or active service ordered by proper authority. The employee will be paid the difference between military and civilian pay. Pay vouchers will be required for submission.

LONG TERM LEAVE

- 14.6 The Board, upon written request from an employee, may grant an unpaid leave of absence for any reason for up to one year. The employee granted such leave shall be guaranteed re-employment in his or her prior category assignment or to a substantially equivalent position by the Board. All benefits to which an employee was entitled at the time his or her leave commenced, including, but not limited to, unused sick leave and seniority eligibility, shall be restored to him or her upon return to employment in the District. During said leave, group health and dental insurance shall be retained provided the employee pays the full insurance premiums. Insurance premiums should be paid one month in advance at the supervisory union office. Except in cases of emergency, a written request will be presented to the Superintendent at least thirty (30) days in advance.

PROFESSIONAL LEAVE

- 14.7 Up to five (5) full days may be granted for attendance at professional education conferences, workshops or meetings, or school visitations, subject to the approval of the Superintendent or designee. Professional development leave may be scheduled on a normal work day, or an employee may be granted additional days for professional development outside the employee's normal work schedule. Requests for professional

leave must be submitted at least two (2) weeks in advance. The Superintendent will issue a decision regarding professional leave in writing and within one week of receiving the request. Unused leave is not cumulative from year to year. Professional development activities will be consistent with the requirements of Vermont law, the strategic and action plans of the supervisory union and its member districts, or personal professional development plans.

JURY DUTY LEAVE

14.8 When an employee is called to jury duty, the district will compensate that person the difference between the daily rate of the contract salary and such compensation as may be paid for jury duty. This compensation is in lieu of the employee’s regular salary. The employee will retain monies paid for mileage or other expenses.

ARTICLE 15

VACATIONS AND PAID HOLIDAYS

VACATIONS

15.1 Each full-year employee whose individual contract does not stipulate a specific number of work days shall earn vacation at the following rate per school year:

Years of Experience	Days per Month	Maximum Days per Year
0-5	1	11
6-10	1 ½	16
11 and Above	2	21

Vacation days will be earned in accordance with the above and credited each month. Employees may use vacation when it is earned, conditioned on supervisor’s approval. New employees may not use vacation time until his/her probationary period is complete, except in extraordinary circumstances.

For those currently with vacation day balances, one-half of each balance will be used in FY 2014 and the other half in FY 2015

A full-year employee, may carry over up to five (5) vacation days to be used in the next contract year.

15.2 Vacation leave can be taken at any time throughout the calendar year when students are not in attendance, except as noted in 15.3, provided five (5) work days’ notice is given by

the employee to his/her supervisor and subject to the approval of the administration. Employees who earn four (4) weeks of vacation, however, shall take at least the equivalent of one week during the school year.

- 15.3 One summer school vacation week, usually occurring between and including the second week of July and the second week of August may be designated as a time when no full-year employees will take vacation days. The supervisor will determine the scheduling of this week in consultation with the employees. If the supervisor and the employees are unable to agree, the week shall be designated by the supervisor. Employees will be notified of this week by the preceding May 1.

PAID HOLIDAYS

- 15.5 Twinfield - Administrative Assistants will be granted 10 holidays, pro-rated based on their contract beginning and end dates.

Each full-year employee whose individual contract does not stipulate a specific number of work days will be granted the following paid holidays:

New Year’s Day	Independence Day	Thanksgiving Day
President’s Day	Bennington Battle Day	Day after Thanksgiving
Town Meeting Day	Labor Day	Day prior to Christmas
Memorial Day	Veteran’s Day	Christmas Day

If a holiday falls on a student day, full-year support staff will be entitled to take a day off as a “floating” holiday with pay at a mutually agreeable date during the fiscal year.

- 15.6 Employees who are on vacation leave during a period of time that includes a holiday shall not be charged with vacation leave for the holiday.

ARTICLE 16

CAREER CHANGE INCENTIVE

- 16.1 Retirement/Career Change Incentive

A. Availability – For a given year, the Board may make available career change/early retirement incentives. If the Board so chooses, the Board will announce the availability of the career change/early retirement incentives by October 1st. At that time, the Board will determine the number of career change/early retirement slots that will be made available for the next school year. Applicants for these slots must respond in writing not

later than December 1st. If there are more applicants than there are slots in a given year, slots will be awarded by seniority in the district.

B. Eligibility – Any support staff member who will have accumulated fifteen (15) years of service in the District and who retires/resigns from the District effective the next June 30 shall be eligible for the benefits as follows:

- 1) The employee who retires/resigns under this plan shall receive a cash payout of fifty percent (50%) of his/her last full year contracted wages with the District exclusive of extra compensation for extracurricular activities, overtime, and extra time.
- 2) The cash payment as described above shall be made in two (2) equal installments on or before September 1 of the two (2) years following the employee's retirement/resignation. The payments will be less any applicable deductions for state and federal taxes.
- 3) The employee shall be entitled to dental insurance coverage for one (1) year, following the effective date of the retirement/resignation, from July 1 through June 30 in accordance with the terms of Article 10.5 of this agreement.
- 4) Dental insurance coverage will not be available if coverage could be obtained from a subsequent employer.

D. Protections – This program is strictly voluntary, and no employee shall be obligated or pressured to participate in it.

ARTICLE 17

GRIEVANCE PROCEDURE

DEFINITIONS

17.1 A. A grievance shall be construed for purposes of this contract to mean any claim that there has been a violation, misinterpretation, or misapplication of any provision of this contract.

B. A "Grievant" is the person(s) or the Association making the claim.

C. For the purposes of this Article, all "days" shall refer to "weekdays" (meaning Monday through Friday) exclusive of legal holidays as provided for in 1 V.S.A., Chapter 7. Time periods specified in this procedure may be extended by mutual agreement, in writing.

D. By mutual agreement, in writing, between the grievant or his/her representative and the appropriate administrative official, the grievance may be "passed through" to the next step for original filing.

RIGHT OF REPRESENTATION

- 17.2 The grievant shall, at all steps in the formal grievance procedure, be entitled to be represented by the Association, except that at no time shall the grievant be represented by an administrative official of the School District.
- 17.3 No grievance shall be valid unless it is submitted pursuant to Article 17.4 (Step 1) hereof, within twenty (20) days of an awareness of the occurrence which gave rise to the grievance.

PROCEDURE

- 17.4 The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, the Association representative may intervene to assist the employee at this informal level. The principal shall give his/her answer within five (5) days following a meeting at this level. However, should such informal processes fail to satisfy the employee or the Association if a class grievance, or the principal's response is not received within the five (5) days, then the grievance shall be reduced to writing and filed as follows:

Step 1 – The grievant may forward a written copy of the grievance to the principal, indicating the nature of the grievance, the Section(s) of the Agreement involved and stating the redress sought. A copy thereof shall, at the same time, be filed with the Superintendent and the Association. The principal shall arrange for a meeting with the grievant and/or his/her representative(s) to take place within **five (5)** days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselor as it deems necessary to develop facts pertinent to the grievance. The principal shall, within five (5) days following this hearing, give his/her written decision, copies of which shall be given to the grievant, the Superintendent and the Association. Such written answer shall include the reason(s) upon which the decision was based. At the discretion of the principal, a grievance more readily resolvable at the next step may be passed through to Step 2 with notice to the grievant and the Association within five (5) days of its receipt.

Step 2 – If the grievance is not resolved in Step 1, the grievant may within five (5) days of the date of the principal's written response or the date the principal's response was due, forward the grievance, in writing, to the Superintendent.

The Superintendent shall arrange for a meeting with the grievant and/or his/her representative(s) to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Superintendent shall, within five (5) days of the hearing, give his/her written decision, copies of which shall be given to the grievant and the Association. Such written answer shall include the reason(s) upon which the decision is based.

Step 3 – If the grievance is not resolved at Step 2, the grievant may, within ten (10) days of receipt of the Superintendent’s written response or the date the Superintendent’s response was due, forward the grievance, in writing, to the Chairperson of the Board of School Directors together with written reason(s) for dissatisfaction with the decision of the Superintendent and stating the redress sought.

The Superintendent shall arrange for a meeting with the grievant and the Board to take place within fifteen (15) days of the Board’s receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Board shall, within ten (10) days of this hearing, give its written decision, copies of which shall be given to the grievant and the Association. Such written answer shall include the reason(s) upon which the decision is based.

Step 4 – If the grievance is not resolved at Step 3, the Association may, within twenty (20) days of receipt of the Board’s written response, request mediation. Such request shall be in writing, and shall be delivered to the Superintendent. The mediator shall be determined by mutual agreement between the Board, or its designated representative, and the Association, or its designated representative.

Should the parties be unable to agree upon mediator within ten (10) days after the date of request, such grievance may be referred to the American Arbitration Association (AAA) under its Voluntary Labor Arbitration Rules.

Step 5 – If the grievance is not resolved in Step 4, the Association may, within fifteen (15) days of the date of the Board’s written decision was due, demand final and binding arbitration. Such demand shall be in writing, and shall be delivered by certified mail (return receipt requested) to the Superintendent of Schools. The arbitrator shall be determined by mutual agreement between the Board, or its designated representative, and the Association, or its designated representative.

Should the parties be unable to agree upon arbitrator within ten (10) days after the date of request, such grievance may be referred to the American Arbitration Association (AAA)

under its Voluntary Labor Arbitration Rules. If the demand for arbitration is not filed within the fifteen (15) days, then the grievance will be deemed withdrawn.

- 17.5 Relating to matters of arbitration and/or mediation, and during the period of time when arbitration or mediation is taking place, neither the Board nor the grievant shall unilaterally issue any press releases. In the case of arbitration, the decision shall be final and binding.
- 17.6 The expenses for the arbitrator/mediator's services shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, provided, however, that it pays for such record. Should both parties desire a transcript then the cost of the two (2) transcripts will be divided equally between the parties.
- 17.7 The arbitration/mediator's authority shall be limited to interpreting and applying the provisions of this Agreement and he/she shall have no power to add to, subtract from, or modify any of the said provisions.
- 17.8 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no employee shall be required to discuss any grievance if the Association representative is not present.
- 17.9 No reprisals of any kind will be taken by the Board, its employees or agents, or the Association against any party because of his/her participation in this grievance procedure.
- 17.10 The parties to this Agreement will cooperate in the investigation of any grievance and either party will provide to the other such information reasonably available to it as it reasonably requested for the processing of any grievance. Should the presentation or hearing of a grievance at any level be scheduled during the work day requiring that any employee and/or Association representative be released from his/her regular assignment in order to represent the grievant or be available as probable witness, he/she shall be released without loss of pay or benefits.
- 17.11 Failure of the appropriate administrative body to render a written decision within the specified time period shall permit the grievant to proceed to the next step of the grievance procedure. Failure by the grievant to adhere to these procedures set forth above within the specified time periods shall render the grievance null and void.
- 17.12 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

- 17.13 A grievance may be withdrawn or settled at any level without establishing precedent.
- 17.14 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 and/or guardian is filed with the Superintendent in advance and the parent and/or guardian is present at the time of the hearing.
- 17.15 Class grievances involving an administrator above the building level may be filed by the Association at Step 2.

ARTICLE 18

GENERAL

- 18.1 If any provision of this Agreement or any application thereof be held contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision(s) affected.
- 18.2 This Agreement may only be modified in whole or in part by the parties, by an instrument in writing, duly executed by both parties.
- 18.3 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.

ARTICLE 19

NO STRIKE CLAUSE

The Board and the Association agree that disputes which may arise between them shall be settled without strike or lockout. The Board agrees it will not lock out any or all of its support staff members during the term of this Agreement and the Association agrees on behalf of itself and its membership that there will be no strikes, slow-downs, or interference of the normal operation of the school during the term of this Agreement.

ARTICLE 20

DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of July 1, **2017** and will continue and remain in full force and effect until June 30, **2019**. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than November 1, prior to the expiration date or any anniversary thereof of its desire to re-open this Agreement and to negotiate over terms of a successor Agreement.