

Master Agreement
between the
Lincoln School District
and the
Mount Abraham Education Association-Education Support
Professionals- Lincoln Unit

July 1st, 2024- June 30th, 2026

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Acknowledgement of Arbitration

In accordance with 12 V.S.A. §5652(b), the Board and the Association understand that this agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this agreement.

PREAMBLE

This agreement is made and entered into by and between the Mount Abraham Education Association-Lincoln ESP Unit, hereinafter referred to as "The Association" and the Lincoln School District, hereinafter referred to as "The District."

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. General Education and Special Education Paraprofessionals including behavior assistants and other non-licensed staff who work directly with students
 - b. Office Administrative Staff
 - c. Custodians and/or maintenance staff and kitchen staff

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

ARTICLE TWO

NEGOTIATIONS

- 2.1 Negotiations will begin by November 1st 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 new employees (or employees new to a specific role) will be sufficiently trained to meet the demands of the job.
- 3.3 The Board shall not discriminate against any employee by reason of their membership or non-membership in the Association, or their 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. 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 a meeting may result in disciplinary action against them, they will be entitled to have a representative of the Association present to advise and represent them 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 and 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 they have read such material by signing the actual copy to be filed, with the understanding that such signature merely indicates that they have read the material to be filed.
- C. An employee will receive a copy of any material placed in their file and shall be permitted to reproduce any material in their file.
- D. An employee shall have the right to provide a written response to any material placed in their 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 their file while in the presence of an administrator or other designated district employee. The employee will be entitled to have an Association member with them while viewing their file.
- F. Upon request by the employee, material may be removed from their 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.

ARTICLE FOUR
RIGHTS OF THE BOARD AND THE ASSOCIATION

4.1 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.

4.2 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 or 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.
- E. The Board shall provide newly hired employees with an opportunity to meet with Association representatives in order to present information about the Association. This meeting shall occur during the new employee's orientation at their regular worksite, or a location mutually agreed upon by the Board and Association and shall occur during the regular workday.
- F. Within 10 calendar days after hiring a new employee in the bargaining unit, the Board shall provide the Association with the new hire's name, job title, work telephone number, work email address, home address, personal email address, home and personal cellular phone telephone numbers, and the date of hire to the extent that the employer is in possession of such information.

ARTICLE FIVE GRIEVANCE PROCEDURE

5.1 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 1st, 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. 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 their 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.

5.2 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.

5.3 Procedures:

The parties acknowledge that it is usually most desirable for an employee and their 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 a 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 within thirty (30) 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 their written decision to the grievant.

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.

- d. 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 they 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.

5.4 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.

5.5 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.

- 5.6 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.
- 5.7 No reprisals of any kind will be taken by the Board or by the school administration against any employee because of their participation in the grievance procedure.
- 5.8 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.
- 5.9 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE 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) hours/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:

$$\text{Instructional Days (As Written in Licensed Staff CBA) + In-Service Days + Holidays} = \text{Total}$$
$$176 + 8 + 12 = 196$$

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 prorated for the number of hours they work:

Labor Day
Indigenous People's Day
Veterans Day*
Thanksgiving Day
Friday Following Thanksgiving
Christmas Day
One Day before or After Christmas
New Years Day
Martin Luther King Day
President's Day*
Town Meeting Day*
Memorial Day
July 4th (For Year Round Employees)

7.3 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).

7.4 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 to June 30th (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 1st, 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 1st, 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 their employment, they 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, their 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 30th of each fiscal year. If vacation time cannot be used by June 30th, arrangements are to be made by the employee with their supervisor, subject to approval by the Superintendent. In order to schedule workflow 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, they 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 to obtain health care, preventative care, or to address the effects of domestic violence, sexual assault, or stalking 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 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. This includes an employee using sick time to help a member of the immediate family as defined above to obtain health care, preventative care, or travel to an appointment related to their long-term care, or to address the effects of domestic violence, sexual assault, or stalking. An employee may use earned sick time to care for a family member because the school or business where the family member is located is closed for public health or safety reasons.
- 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 shall 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. Requests for Personal Leave on a planned professional development day will only be approved by the superintendent or designee in writing. If more than 20% of the support staff are absent on a given day, any support staff may be asked by the principal to reschedule a personal day. The principal shall inform the teacher that they may still elect to take the personal day. Personal days shall not be taken to extend a vacation or at the start or end of a school year with the exception of religious holidays or approval of the principal.

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

8.4 Professional Leave:

Two (2) professional days 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 their regular daily rate. The Board 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 their 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

Any employee may donate accrued sick leave days to a bank for the benefit of any other employee who has exhausted all his/her accrued paid leave and who is continuously unable to work due to a serious medical condition using a form developed by the Association and approved by the District. The District shall fund the initial establishment of the Sick Bank by contributing 65 leave days on July 1, 2023. Sick leave donations are to be capped at 200 days with unused portions rolled over each school year. Employees wishing to donate to the sick leave bank may do so at any time. The Association shall periodically initiate calls to donate to the bank, typically at the beginning and end of the school year. The District shall notify the Association any time that the sick leave bank falls below 65 days. Any employee either donating or receiving sick leave days under this provision must initiate this process, in writing, to the Superintendent under the following provisions:

1. No person may receive more than a combined total of sixty-five (65) sick leave days per school year.

2. The recipient must have exhausted all accrued paid leave days.
3. An employee may not receive donated sick leave days unless the employee's continued absence is due to a serious medical condition as defined by either FMLA or Vermont PFLA.
4. The recipient must provide a doctor's certification of medical necessity.
5. There shall be no donation of additional sick leave days for elective medical procedures.
6. In the case of parental leave, an employee who has fewer than sixty (60) accrued sick leave days may receive enough donated sick leave to cover the first six (6) weeks of FMLA.
7. An employee receiving or eligible to receive benefits under the long-term disability insurance program is not eligible to receive donated days.

The Board reserves the right to pursue alternatives to the sick leave bank that could reduce cost or financial risk while providing the same benefit. Any alternative to the sick leave bank will be discussed with the Association and mutually agreed to by both parties, in writing.

ARTICLE NINE WAGES AND PAYROLL

9.1 Wages:

- a. Hourly rates will be set at the time of employment based on an employee's training, experience, educational level, and skill.
- 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. Salary Schedule: The salary schedule attached hereto as Appendix A is hereby made a part of this Agreement and shall remain in full force and effect for the period indicated on the schedule. These schedules shall reflect salary increases as noted below:
 1. Effective July 1st, 2024, 11% new money will be applied to the salary schedule as outlined in Appendix A. Step movement will occur and the remainder of the new money will be added to the base.
 2. Effective July 1st, 2025, 9% new money will be applied to the salary schedule as outlined in Appendix A. Step movement will occur and the remainder of the new money will be added to the base.

- 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 a 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 and that are directly related to the person's job responsibilities.

Completed documentation of the training(s) or workshop(s) taken need to be submitted to the school in which the employee is employed by May 1st.

Notification and documentation must be received by the Superintendent's Office by May 15th 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 1st. 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 Associates 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 1st in any given year. Completion and/or documentation received by the Superintendent's Office after September 1st will be applied to the following year's salary rate.

Equivalency of an Associates 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 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 the 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 1st the amount of dues deductions to be made.

9.5 Mileage (All Employees):

A person can use their 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 1st. If this is not possible, due to insurance carrier regulations, benefits will begin as soon as possible following the employee's first workday. Employees who are transferred from MAUSD to LSD will experience no lapse in insurance coverages.

B. Calendar:

Our year is the budget year July 1st through June 30th. New employees may have benefits prorated, depending on their months of service (e.g. 1 1/12th's if an August 1st 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 1st.

10.4 Medical Insurance:

The Board shall provide staff health insurance and related benefits as required by the arbitration award and the resolution of negotiations by the commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §§ 2101-2108. The current written agreement, in effect from January 1st, 2023 through December 31st, 2025, is attached to this agreement (see Appendix B).

Effective January 1, 2026 through June 30, 2027 health care benefits and coverage, excluding stand-alone vision and dental benefits, but including Health Reimbursement Arrangements and Health Savings Accounts, shall be governed by the written successor agreement incorporating the terms of statewide health insurance bargaining.

Prorating is based on the following formula: $\text{hrs worked/day} \times \text{days worked/school year} \times \% \text{ premium} = \text{district contribution}$

10.5 Health Buyout:

A \$1,000 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 they 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 15th and June 15th.

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 including time in which Lincoln was a part of MAUSD. 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 they shall also use their accumulated sick leave to offset the difference between the Workers' Compensation benefits and their 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 their 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:

Prepayment of up to \$1500 will be paid by the district toward the cost of pre-approved courses and materials. Failure to complete a course in a satisfactory fashion will require the employee to reimburse the District the total advanced amount within 60 days of cancellation, withdrawal or completion of the course. Failure to reimburse the District will result in withholding from salary.

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 at the anniversary of their date of hire 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. Continued service shall include time in which Lincoln was a part of MAUSD.

**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 LSD and includes a rate of pay, scheduled hours of work, a job description (if applicable) and the name of the immediate supervisor. A copy of this negotiated agreement is provided by LSD. 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 assignments 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 3.5.

11.3 Physicals:

Any person may be required to have a physical wherein an approved physician certifies their fitness to do the work for the position which they have applied for. 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 their delegate. Physicals required by this section will be paid for by the District.

11.4 Evaluation:

Each employee shall be evaluated by their 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 to assess 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 their 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 their reasons for disagreeing with the contents that have 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 their 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 their seniority within the following layoff categories:

- a. Educational Assistants (this includes general ed. assts., special ed. assts. and library assts.
- b. Behavioral Assistants (this includes planning room personnel)
- c. Custodians and/or maintenance staff and kitchen staff
- d. Administrative 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 their 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 as defined by state and federal law (by way of example but not limited to, VOSHA and OSHA). 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 shall immediately report cases of assault and/or bodily injury suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the person involved, except for information that is confidential. The supervisor/administration shall investigate. If a student is involved, the student's parent/guardian shall be notified.

As a result of an investigation, if a student is found to have threatened or injured the employee, the student's behavior shall be responded to in accordance with school protocols. If requested by either party, the employee and the supervisor/administrator shall meet to discuss ways for a safer working environment moving forward.

- D. Employees injured in the performance of their duties are entitled to worker's compensation benefits. While on worker'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.

AGREEMENT

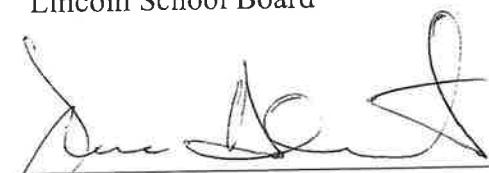
This Agreement is made and entered into by and between the Mt. Abraham Education Association Lincoln Unit and the Lincoln School District. Said agreement shall become effective as of July 1st, 2024 and shall continue in full force and effect through June 30th, 2026.

DATE: 4/19/24

DATE: 4.19.24

Lincoln School Board

Mount Abraham Education Association-Lincoln ESP Unit


Signature


Signature

Jeanne Albert
Print

Anne P. Schoenhauer
Print

Appendix A Salary Schedules

2024-25

Administrative Assistants
(Registrars, Receptionists)

Step	Index	HS Diploma or Associates	Index	Bachelors
1	1	\$22.71	1.04	\$23.62
2	1.04	\$23.62	1.08	\$24.52
3	1.08	\$24.52	1.12	\$25.43
4	1.12	\$25.43	1.16	\$26.34
5	1.16	\$26.34	1.2	\$27.25

Behavior Assistants
(Planning Room Director)

Step	Index	HS Diploma or Associates	Index	Bachelors
1	1	\$22.08	1.04	\$22.97
2	1.04	\$22.97	1.08	\$23.85
3	1.08	\$23.85	1.12	\$24.73
4	1.12	\$24.73	1.16	\$25.62
5	1.16	\$25.62	1.2	\$26.50

Educational Assistants
(General Educational Assistants, Special Education Assistants, Library Assistants)

Step	Index	HS Diploma or Associates	Index	Bachelors
1	1	\$20.36	1.04	\$21.18
2	1.04	\$21.18	1.08	\$21.99
3	1.08	\$21.99	1.12	\$22.81
4	1.12	\$22.81	1.16	\$23.62
5	1.16	\$23.62	1.2	\$24.43

Custodians and Kitchen Staff

Step	Index	HS Diploma or Associates	Index	Bachelors
1	1	\$20.36	1.04	\$21.18
2	1.04	\$21.18	1.08	\$21.99
3	1.08	\$21.99	1.12	\$22.81
4	1.12	\$22.81	1.16	\$23.62
5	1.16	\$23.62	1.2	\$24.43

Specialists
(SLPA, Communications Facilitator)

Step	Index	HS Diploma or Associates	Index	Bachelors
1	1	\$27.22	1.04	\$28.31
2	1.04	\$28.31	1.08	\$29.39
3	1.08	\$29.39	1.12	\$30.48
4	1.12	\$30.48	1.16	\$31.57
5	1.16	\$31.57	1.2	\$32.66

Appendix B

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

January 1, 2023 through December 31, 2025

Article I. Recognition:

1.1 In accordance with 16 V.S.A. Chapter 61 the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by law. The five commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by law. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission as above referenced.

Article II. Definitions:

2.1 The term School Employee is hereby defined to mean:

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees), excluding superintendents, who provide educational services requiring a professional administrator's license from AOE.
- c) All Other School Employees as defined in 21 V.S.A. Section 1502, including:
 1. Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722;
 2. An individual employed as a supervisor as defined in 21 V.S.A. Section 1502;
 3. A confidential employee as defined in 21 V.S.A. Section 1722;
 4. A certified employee of a school employer and

5. Any other permanent employee of a school employer not covered by subdivisions 1-4 of this subsection (c).

Article III. Scope of Bargaining:

- 3.1 The Commissioner's scope of bargaining shall include:
- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
 - b) Standardizing the duration of health insurance coverage during a term of employment;
 - c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time;
 - d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees as per the Tentative Agreement (TA) executed by the employer and employee commissioners on July 17, 2019, in the first round of statewide health care bargaining.

Article IV. Limited Jurisdiction:

- 4.1 The parties agree that nothing herein is intended to preempt or regulate an aspect of educational system employment that is outside of the statutory jurisdiction conferred upon the Commission.

Article V. Plan Offerings:

- 5.1 All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative (VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.

Article VI. Eligibility Standards:

- 6.1 Public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with

an employer subsidy to pay for a portion of applicable premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans offered by VEHI as delineated above. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

6.2 Full-time status: Full time status for determining the amount of employer-subsidized coverage for premium costs will be based on full time or full time equivalent (FTE) definitions as locally negotiated or determined.

6.3 Part-Time status: Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions for premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made available in full regardless of the number of hours worked between 17.5 and full time, and not pro-rated.

6.4 Probationary Periods: Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.

6.5 New Employees: Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.

6.6 Domestic Partner Benefits: An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy all of VEHI's current eligibility criteria and submit an affidavit in the format required by VEHI, all as posted on VEHI's website, to the district business office.

6.7 Duration of Insurance Availability: The health insurance offered under this Agreement shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect the district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.

Article VII. Premium Cost-sharing: Employers and Employees:

7.1 For Teachers and Licensed School Administrators as defined in sections 2.1a and 2.1b: Each employer will contribute eighty (80%) percent of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

7.2 For all Other School Employees as defined in section 2.1c: Beginning on January 1, 2023, and on each January 1 for the duration of this Agreement, all employees covered by this section 7.2 who are not at the 20% premium contribution level will increase the employee contribution by one (1%) percent but not to exceed twenty (20%) of Gold CDHP or Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

Article VIII. Out-of-Pocket Cost-Sharing: Employers and Employees:

8.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through an HRA in the following amounts: for licensed administrators and teachers as defined in section 2.1a and 2.1b, \$1900 for single-tier coverage and \$4000 for all other tiers of coverage; for support staff as defined in section 2.1c, \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP for any other VEHI plan. For employees enrolled in the VEHI Silver CDHP, employers will pay medical and

pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators, \$1900 for a single tier and \$4000 for all other tiers; for support staff, \$2200 for a single tier and \$4400 for all other tiers.

Article IX. Employees Under Part-time Contract in Two or More Districts/Supervisory Unions:

9.1 Cost Sharing: Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for Health Insurance coverage according to this Agreement ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportionate premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee's contract. For example, if district "A" has a 60% employment contract/relationship with the school employee, District "A" will be responsible for 60% of the total employer costs set forth herein.

9.2 Plan Administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.

9.3 Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Agreement during the course of any one calendar year, the employee's coverage under the plan shall remain unchanged. However, the employer obligations under this Agreement shall be appropriately pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.

Article X. Third Party Administrator Services:

10.1 Employers shall pay the administrative expenses charged by the Third Party Administrator (TPA).

10.2 Autopayment to providers will be the default payment method unless requested otherwise by the bargaining unit.

10.3 The TPA chosen shall be able to provide debit cards to facilitate payments when autopayment is not an option. Debit cards are expected to be provided to employees prior to January 1 of each year of this Agreement or, in the case of new employees, as soon after their commencement of employment as practicable. In the event of the failure of the TPA to deliver a debit card when due, such card shall be provided as promptly thereafter as possible.

Article XI. Grievance Procedure

11.1 Either a local public school district or a union representing public school employees may file a grievance with the Commission concerning the interpretation or application of the statewide agreement concerning health care benefits for Vermont public school employees. The grievance must be filed with the Commission within thirty (30) days after the grievant knows or should have known of the events giving rise to the grievance. If a majority of the Commission is unable to resolve the issue within thirty (30) days, the matter shall be referred to final and binding arbitration. If the Commission is unable to agree on an arbitrator, the matter shall proceed to arbitration pursuant to the rules of the American Arbitration Association.

Article XII. Incorporation by Reference:

12.1 All terms and conditions of this Agreement will be incorporated by reference in all collective bargaining agreements for applicable school employees in accordance with applicable laws and shall be posted and available for access on the Vermont-NEA, the Vermont School Boards' Association, and the American Federation of State, County, and Municipal Employees (AFSCME) websites. If agreed to by a school employer and the union(s) representing its eligible

employees, this Agreement shall be included as an appendix in said collective bargaining agreements.

12.2 All terms and conditions of this Agreement will also be incorporated by reference into school policies or individual employment contracts that govern health benefits for school employees not in recognized bargaining units in accordance with applicable laws.

Article XIII. Disclaimer:

13.1 Nothing in this Agreement shall be construed to deny, restrict, or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's Parental and Family Leave Act (PFLA) and related laws, or under other state and federal statutes.

Article XIV Duration:

14.1 The provisions of this Agreement, as supplemented by any binding arbitration award(s) issued by the LBO Panel, shall take effect on January 1, 2023 and continue in full force and effect until December 31, 2025 unless amended or extended by mutual written agreement between the parties hereto.

For the Employer Commissioners:

Elizabeth Fitzgerald
Elizabeth Fitzgerald, Chair, Duly authorized

12/29/21
Date

For the Employee Commissioners:

Michael Campbell
Michael Campbell, Chair, Duly authorized

12/2/21
Date

