

Master Agreement

between the

Lincoln School District

and the

Mount Abraham Education Association-Teachers Lincoln Unit

July 1st, 2024- June 30 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.

ARTICLE ONE RECOGNITION

- 1.1 The Board hereby recognizes the Mount Abraham Education Association (hereinafter the "Association") for the purpose of collective bargaining negotiations pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, as the sole and exclusive representative of the individual teacher bargaining unit of the Lincoln School District. This bargaining unit is composed of individuals licensed by the Vermont Agency of Education, excluding administrative personnel and non-teaching personnel as defined by Chapter 57 of 16 V.S.A.
- 1.2 Throughout this Collective Bargaining Agreement (hereinafter the "Agreement"), reference to the Board or District shall be deemed to refer to the Lincoln School District.
- 1.3 For the purposes of this contract, it is understood that the "Superintendent" and "Principal" act as agents of the Board in the procedural implementation of this contract. The failure of the Board or any of its agents to enforce any term or condition of this negotiated contract through default or error shall not waive the Board's right to enforce such terms or conditions at a later time nor shall such failure operate to change any term, condition, right or obligation under this contract.

ARTICLE TWO ASSOCIATION RIGHTS

- 2.1 **Facilities:** The Association shall have the right to use such facilities and equipment as are normally available for teacher use within the school provided such use does not interfere with the teaching of students or interrupt normal school operations.
- 2.2 **Business:** Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided the conduct of said business does not interfere with the teaching of students or normal school operations. It is specifically understood and agreed that the Association, Boards, administrators, and teachers shall not discuss with students any issues related to their terms and conditions of employment or the

collective bargaining relationship between the Board and the Association.

- 2.3 **Notices:** The Association shall have the right to use an area in the school, location as mutually agreed upon by the Association and the Principal, for the posting of notices of its activities and matters of Association concern. The Association may use staff members' mailboxes, subject to the same conditions noted in 2.2, to distribute information to teachers.
- 2.4 The Board will provide newly hired teachers with a hard copy of this Agreement. Upon completion of successors to this Agreement, the Board will notify teachers of its electronic availability.
- 2.5 The Board shall provide newly hired teachers 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.
- 2.6 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 THREE TEACHER RIGHTS

- 3.1 The Board recognizes the free right of each teacher to organize, join and support the Association for the purpose of engaging in collective negotiations with the Board.
- 3.2 The Board shall not discriminate against any teacher 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.
- 3.3 The Board shall not discriminate in the hiring of any teacher on the basis of race, creed, color, religion, ancestry, national origin, gender, 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 teacher may pursue the issue via any available legal procedure.
- 3.4 **Just Cause:** No teacher will be non-renewed, suspended, dismissed, or disciplined without just cause.

- 3.5 Right to Representation: Whenever a teacher is required or requested to meet with an administrator or the Board and has a 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 teacher may request that the meeting be recessed until a representative can be present.
- 3.6 Posting Openings: Notice of any and all administrative and teacher openings will be posted in a common area in the school and will be emailed to all faculty and staff.
- 3.7 Personnel Files:
- A. There shall be only one official personnel file for each teacher. Teachers will have access by appointment within two business days of a request to their official personnel file in the Superintendent's Office. A teacher shall be permitted to reproduce any material in their file except for pre-hire letters of reference.
 - B. No adverse materials, except for pre-hire letters of reference, concerning a teacher's conduct, service, character, or personality shall be placed in the teacher's personnel file unless the teacher has had an opportunity to read the material. The teacher 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. A teacher who disputes some item in their file or who feels certain items should be discarded may request a meeting with the superintendent or designee. Such a meeting will be held within ten business days. The teacher may attach written comments to the disputed items and have them placed in their personnel file. If requested, material may be removed from the personnel file at the discretion of the Superintendent. The decision of the Superintendent shall not be subject to the arbitration provision of the Agreement.

ARTICLE FOUR BOARD RIGHTS

- 4.1 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, including the subcontracting of bargaining unit work (on site, off-site or via distance learning technology) as noted in 4.2;
- 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 Subcontracting:

- A. The Board shall have the right to subcontract the following services provided no layoffs occur as a result of the subcontracting. These positions, which, with the exception of school psychologist, do not currently require a teacher's license, are not covered under the recognition clause of this agreement. Should any of these positions, with the exception of school psychologist, require a teaching license in the future, they will become a part of this agreement and the Board will no longer have the right to contract those services.
 - 1. behavior specialist
 - 2. physical & occupational therapist,
 - 3. psychologist,
 - 4. psychiatrist,
 - 5. autism specialists,
 - 6. deaf/hard of hearing specialists,
 - 7. blind and visually impaired specialists and
 - 8. assistive technologists.
- B. The Board shall have the right to subcontract special education services provided:
 - 1. The number of evaluations that must be performed is beyond the workload capacity of the existing staff of special education teachers employed by the District.

2. The need for the additional staff is agreed upon by the District and Association (in consultation with the special educators in the District).
 3. The subcontracting of a given position shall not exceed three months unless the District and the Association agree upon an extension.
 4. Applicants for the position are first sought through both the District posting system and external advertising and no qualified applicant is identified. The posting and advertising process may be waived by mutual agreement between the Board and Association
- C. The Board shall have the right to subcontract speech & language pathologist ["SLP"] services provided:
1. The services required are beyond the workload capacity of the existing District staff.
 2. The subcontracting of a given position shall not exceed one school year unless the District and the Association agree upon an extension.
 3. Applicants for the position are first sought through both the District posting system and external advertising and no qualified applicant is identified.

ARTICLE FIVE GRIEVANCE PROCEDURE

5.1 Definitions:

- A. A grievance shall be any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. The "grievant" is the person, persons and/or Association 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 teacher employment days. Any time limits may be extended by written 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 teacher having a grievance to discuss the matter informally with their 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 and the Association is informed of the resolution.

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 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 Procedure: The parties acknowledge that it is usually most desirable for a teacher or the Association and the immediately involved supervisor to resolve problems through free and informal communication. Every reasonable effort should be made by the teacher 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 grievance to the principal with a copy to the Association, setting forth the specific problem being grieved and stating the redress sought. Within five 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 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 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 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 the redress sought. Within ten 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 days in which to provide his written decision to the grievant.

- D. Step IV: If the grievance is not resolved at Step III, the grievant may, within ten days, forward the grievance in writing to the Chairperson of the Board of School Directors stating the redress sought. Within ten 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 days in which to provide its written decision to the grievant.

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

The 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 was 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 teacher 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 teacher 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 WORK DAY AND WORK YEAR

6.1 Work Day:

- A. The Board shall have the right to establish the beginning/ending times, length, schedule and structure of each teacher's workday provided it does not exceed 7.5 hours. Subject to the limitations further noted in this Article Six, in addition to workday activities and services, teachers are also responsible for participating in activities and providing services beyond the workday (including by way of example but not limitation, open houses, parent conferences, IEP/504/SST/EST meetings, and committee meetings).
- B. As necessary, teachers can be required to work up to one hour beyond the normal work day to participate in staff meetings once per week. No staff meeting will be held during a week that grades are due, conferences are held, or an open house is held.

- C. It is recognized that parent conferences often occur over the course of multiple evenings to accommodate families. For teachers who participate in parent conferences in this manner a compensatory day is offered as an option. Teachers who do not participate in this manner are not eligible for the compensatory day. This is true for parent conferences in the fall and in the spring.
- D. Teachers may be asked to volunteer their planning and preparation time to fill vacancies. Should a teacher voluntarily accept the request they shall be compensated at a rate of \$10 per 30 minute period. This compensation only applies when duty coverage exceeds what can be assigned in 6.2E.

The following conditions will help support our common effort to best support students and to equitably implement this practice:

- Volunteers will be selected on a first-come first-assigned basis
 - The absent teacher will provide the lesson plans if applicable
 - This agreement does not extend to co-teachers or team members who may need to teach solo if a colleague is absent, or advisory buddies
 - In the event multiple teachers quickly offer availability, the first person who works within the same discipline will be selected when applicable
- E. Each teacher shall have a daily duty-free lunch period of no less than 30 minutes, scheduled during the times when lunch is normally taken, except for extraordinary and unusual circumstances of a temporary nature.
- F. Teachers may be assigned student supervision duties according to the following preparation time requirements:
- a) Teachers receiving 240-269 minutes of preparation time per week, in no less than 30 minute increments, may be assigned up to 30 minutes of student supervision duty per week.
 - b) Teachers receiving 270 or more minutes of preparation time per week, in no less than 30 minute increments, may be assigned up to 60 minutes of student supervision duty per week.

Any teacher working 0.5 FTE or greater may be assigned the full supervision duty even though their preparation time may be prorated.

Efforts should be made to minimize the amount of time teachers are assigned to student supervision duties. Duty assignments should be distributed equitably.

- G. Evening events are planned and conducted collaboratively.
- H. Each teacher shall be guaranteed 240 minutes of preparation time per week during regular school hours in no less than 30 minute increments, except for extraordinary and unusual circumstances of a temporary nature. Such preparation time shall be prorated in the event of a school week of less than five days. Preparation time is defined as time when a teacher is not assigned teaching, meetings, or student supervision responsibilities.
- I. It is acknowledged that class size is an important factor in creating the kind of learning and working environment we are striving for in LSD. To that end, LSD administrators will be diligent in their efforts to adhere to the LSD Class Size Guidelines, which suggest a maximum of 20 in grades K-3, and a maximum of 25 in grades 4-6. Should the Class Size Guideline be exceeded in any classroom, the building principal shall meet with the affected teacher to discuss appropriate supports.

6.2 Work Year:

- A. The school year shall consist of 176 instructional days and up to ten in-service days.
- B. The school year will be incorporated into a school calendar which is developed on a regional basis and will include instructional days and in-service days.

6.3 In-service:

- A. The administration, Board and faculty strongly encourage the continuation of the collaborative approach to planning in-service and staff development. Teacher representatives shall be given the opportunity to fully participate with the administration in the planning of in-service and staff development. One of the allocated in-service days shall be reserved for school-based collaborative planning work among teachers based on an agenda and schedule collaboratively determined by the professional staff of the school, including the Principal.
- B. One in-service day at the beginning of each semester will be available to professional staff, without direction from administration, to prepare for the next semester. At the beginning of the year the day may be split into two half-days as determined by administration.
- C. All full-time and part-time professionals are required to attend all in-service days unless excused by the administration. If attendance at in-service exceeds the individual's contractual full-time equivalent (FTE) agreements, the teacher will be paid on a per diem basis. Unexcused non-attendance at in-service days will result in forfeiture of prorated salary.

ARTICLE SEVEN LEAVES

7.1 Leaves for All Schools

A. Sick Leave:

Teacher shall be entitled to paid leave of absence due to personal illness; physical disability including disabilities connected with or resulting from pregnancy; required medical attention or family illness. This includes an employee using sick time 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. Each teacher is granted up to 18 days of sick leave each contract year. Unused sick leave shall accumulate from year to year to a maximum of 90 days, excluding those teachers who had accumulated more than 90 days prior to July, 2003: such teachers shall retain accumulated days in excess of ninety until they are utilized. after which time the teacher shall have a 90 day maximum.

1. Employees may use up to 18 days of accumulated sick leave on an annual basis for sickness of immediate family unless a greater number of days are authorized under Section 7.1 E of this Agreement. Said immediate family is identified as spouse, civil union partner, child, child-in-law, parent, grandparent, parent-in-law, brother, sister, or other member of the immediate household. This includes using sick time to help a member of the immediate family 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 member of the immediate family because the school or business where the family member is located is closed for public health or safety reasons.
2. The Superintendent may request a doctor's verification of any illness/disability for which leave is used after five consecutive days of absence or when there is a reasonable basis to question the use of the leave.

B. 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.

C. Professional Days:

When it is evident that conference attendance or observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent or designee may grant conference leave or permission to observe an activity in another school building or school system to teachers without loss of pay. Other professional days may be granted at the discretion of the superintendent.

D. Discretionary Leave:

Leaves of absence not specifically referenced in this Article may be granted, with or without pay/benefits, at the discretion of the Board without setting a precedent. Upon return from a leave of absence under this Article, a teacher will be assigned to the same position which they held at the time said leave commenced, if such position is available. If the same position is not available, the teacher shall be placed in a substantially equivalent position.

E. Statutory Leave:

The Board shall comply with the requirements of the federal Family and Medical leave Act ("FMLA") and the Vermont Parental Family Leave Act ("VPFL") for eligible teachers. All part-time teachers will be considered to be eligible). Whenever a teacher is granted paid or unpaid leave pursuant to the terms of this Agreement, and the teacher is also entitled to leave pursuant to the FMLA and/or VPFLA for the same occurrence, both the leave provided

pursuant to the Agreement and that which is provided pursuant to the FMLA/VPFLA will be provided concurrently. Also, FMLANPFLA leave will be provided concurrent with Workers' Compensation benefits where concurrent entitlement exists. The teacher may elect to use up to six weeks of any paid leave (to which the teacher is entitled under the terms of this Agreement) during any period of leave provided pursuant to FMLA and/or VPFLA; more than six weeks can be used for the teacher's own personal illness, as provided by Section 7.1 A or for parental leave under FMLA and/or VPFLA.

F. Military Leave:

Leave shall be granted to any teacher for military service as provided for by the applicable Vermont and/or Federal Law. Upon reinstatement from such service, the teacher will be given salary schedule step credit for up to two years of such service.

G. Jury Duty Leave:

Teachers shall be provided paid leave for jury duty, less the amount paid to the teacher by the court (court paid mileage/meal allowances will be retained by the teacher).

H. Workers' Compensation Leave:

Workers' Compensation issues will be administered in accordance with the provisions of the Vermont Workers' Compensation statute (21 VS.A., Chapter 9]; this shall include, by way of example but not limitation employment reinstatement rights. When a teacher receives the difference between the Worker ' 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 teacher 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 teacher their full base salary and deduct a third of a sick leave day from the teacher'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 teacher's sick leave is exhausted. Teachers will not accumulate additional sick days while receiving Workers' Compensation benefit . If the teacher fails to endorse their weekly Workers Compensation benefit back over to the district, the Board may elect to stop payment of sick leave salary.

I. Part-Time Teacher Proration of Leave:

Part-time teachers shall be entitled to the number of leave days noted in this article on a prorated basis, based upon the teacher's annualized full time equivalency (FTE). When such days are utilized, the teacher shall be paid at the rate they would have been paid if they had worked that day and the equivalent day or portion of the day will be deducted from said teacher's allotment of leave days.

J. Insurance Benefit Continuation:

Whenever insurance benefits provided under the terms of this Agreement are not automatically continued during a leave of absence, a teacher shall have the right to continue said insurance benefits by paying the full premium cost of the insurance. Such

payments must be submitted to the superintendent on a monthly basis on a schedule established by the superintendent. This section shall typically apply to situations where a teacher is granted an unpaid leave of absence.

7.2 Bereavement Leave:

In the event of a death in the teacher's immediate family, the teacher shall be entitled to five days of leave (per occurrence). Immediate family shall be defined as the teacher's spouse, civil union partners, children (biological, marriage or adoption), parents, parents-in-law, grandparents, siblings, and siblings-in-law. The Superintendent (or designee) shall have the discretion to grant additional time or to grant leave for individuals not noted herein without establishing a precedent.

7.3 Emergency/Personal Leaves:

- A. Emergency Days: Up to two days may be used for serious personal reasons at the discretion of the Principal. Additional days are at the discretion of the Board.
- B. Personal Days: Three personal days shall be granted each year for conducting personal business with notification to the principal. If more than 10% of the professional staff are absent on a given day, any teacher 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 unless explicit permission is given by the building principal, with the exception of religious holidays. The teacher shall give as much notice as possible.

**ARTICLE EIGHT
SABBATICAL LEAVE**

- 8.1 A sabbatical leave may be granted to a teacher at the discretion of the Board for study including study in another area of specialization, for travel or for other reason of value to the school system, subject to conditions noted in this Article.
- 8.2 Requests for sabbatical leave for the following fiscal year should be received by the Superintendent in writing no later than November 1" and action must be taken on all such requests no later than March 15 of the school year of the application.
- 8.3 The teacher shall have completed at least four full years of service in the District.
- 8.4 Upon receiving written notification of Board approval of the leave request, the teacher will indicate in writing acceptance of the leave within ten school days of receipt of Board approval. Failure to respond in writing to the Superintendent of Schools will result in a loss of the sabbatical. The Board will consider the position vacant for the

approved leave period upon receipt of written acceptance.

When catastrophic circumstances in the individual's personal and/or professional situation prevent the teacher from pursuing the intended program, and if the position has not been filled by the Board, that teacher may elect to be considered as a candidate for that position without prejudice and or penalty.

- 8.5 A teacher on sabbatical leave shall be paid by the District at full salary for a half year sabbatical or at half salary for a full year sabbatical. Salaries paid during a period of sabbatical leave shall be advanced under a loan agreement. Said loan shall be canceled upon the completion of a three-year teaching commitment. If the opportunity for full-time employment is eliminated in the area for which the applicant is qualified, the obligation for repayment would be eliminated.
- 8.6 Upon returning from sabbatical leave, a teacher shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed at the system during the period of their absence. The teacher will agree to return for a minimum of three school years.
- 8.7 Approval of a request for sabbatical leave shall be based upon the merits of the proposal, and the economic condition of the school district.
- 8.8 A teacher shall not accrue sick leave but could receive credit on salary step for the duration of the leave for sabbatical leave and/or related teaching experience at the discretion of the Superintendent. Coverage under the terms of the medical insurance plan provided by this agreement will be continued at the District's expense for sabbatical leave.
- 8.9 Upon return from a sabbatical leave, a teacher will be assigned to the same position which they held at the time said leave commenced, if such position is available. If the same position is not available, the teacher shall be placed in a substantially equivalent position. A teacher on sabbatical leave shall retain all benefits which had been accrued prior to the commencement of such leave, except as modified by any new master contract. Return dates for sabbatical leaves will coincide with report card quarters or the half year.

**ARTICLE NINE SALARY
AND PAYROLL**

9.1 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:

- A. Effective July 1 2024, 9% new money will be applied to the salary schedule as outlined in Appendix A. This new money will include a step increase with the remainder being applied to the indexed salary schedule.
- B. Effective July 1 2025, 6% new money will be applied to the salary schedule as outlined in Appendix A. This new money will include a step increase with the remainder being applied to the indexed salary schedule (to be determined).

9.2 New Hires:

- A. In the employment of teachers new to the District, credit for past experience and education will be granted by the Superintendent for placement on the salary schedule.
- B. No teacher new to the District will be placed at a step higher than an existing staff member with similar education and experience.
- C. All teachers new to the District may be required to attend two days of training and/or orientation as a condition of employment. New hires shall receive their pro-rated salary for these days if required.

9.3 Horizontal Advancement:

- A. For horizontal advancement on the salary schedule the approval of credits earned by the teacher will be left to the discretion of the Superintendent. The teacher will be responsible for informing the Superintendent before September 1st of additional credits earned. Verification of credits will be due to the Superintendent by September 30th. If a teacher is credited for salary purposes with credits not proven to have been earned, proportional reimbursement to the school district shall be made through payroll deductions. Credits for salary schedule advancement must have been earned subsequent to the degree noted in the schedule column heading.
- B. For budget planning purposes the teacher will notify the Superintendent of their intent to qualify for horizontal advancement by December 1" of the year prior to the anticipated change. To expedite this process, the Superintendent's Office shall annually distribute a notification form for anticipated horizontal advancement

with the teachers' professional employment contracts. It will be the sole responsibility of the individual teacher to submit notification no later than the December 1st deadline. Failure to notify by December 1st will result in the teacher becoming ineligible for horizontal advancement for the contract year of the anticipated change, and will not serve as the basis for a grievance.

9.4 Co-Curricular Duties: All co-curricular activities for which compensation is provided shall be at the discretion of the superintendent

9.5 Curriculum Development:

A. The Board agrees to pay for curriculum development writing. The rate shall be \$250 per 7.5 hour day. The criteria for choosing curricula for development and the standards of finished product will be the responsibility of the administration.

B. The Board agrees to pay for any required curriculum development that necessitates work outside the contracted teacher work days. Consideration shall be given to the relative work involved when determining the number of days allocated.

9.6 Other Professional Services: Any professional covered by this contract who provides mutually agreed upon professional services, specific to their assigned duties for the current year, beyond the required school year, shall be compensated at the professional's per diem rate of pay. Rendering of such additional service shall be mutually agreed upon by the professional and the Superintendent. The maximum number of days shall be at the discretion of the Superintendent.

9.7 Mandated Additional Days: In the event that the State of Vermont requires additional days beyond the contracted days, the District will compensate teachers on a per diem basis.

9.8 Payroll: The Board agrees to pay teachers' salaries in 26 equal payments over a twelve-month period starting with the first pay period of each school year. The District will notify teacher of the payroll schedule before August 1st of each year. All teachers will be paid via automatic deposit to the financial institution of the teacher's choice.

Payroll deposits for the summer months may be taken in one lump sum payable on the last pay day in June if such desire is indicated in writing to the Superintendent before May 1st.

9.9 Association Dues Deduction: Authorization for those teachers electing payroll deduction for Association dues shall be provided to the District.

A. Deductions will be made over 16 pay periods, beginning with the second pay period in

November.

- B. Dues withheld shall be paid directly to the Association's treasurer.

ARTICLE TEN RETIREMENT BENEFITS

- 10.1 Retirement Payment: The Board agrees to present to teachers who have a minimum of 15 years of combined service to the District and MAUSD and are retiring from teaching in the District at the age of at least 55 the remuneration of \$ 15.00 a day for a maximum of 100 sick days accumulated. This remuneration will be presented to the teacher in a separate check on the last pay day of the school year. The Superintendent's Office will administer this pay.
- 10.2 Early Retirement/Career Change Incentive Program: The Board shall have the discretion, on an annual basis, to offer or not offer the early retirement plan noted in Appendix D of this Agreement. This discretion shall include the right to specify the number of teachers who may receive this benefit in any given year. If the Board decides to offer this Program it will notify the Association and post a notice for teachers by November 1st of the school year in which the Program is offered. This notice will specify the number of teachers who may participate in the Program that year. Seniority will be used if more teachers apply than the number of Program openings offered.

ARTICLE ELEVEN TEACHING CONTRACTS, LICENSES AND ASSIGNMENTS

- 11.1 Hiring: It shall be the policy of the Board to hire teachers only in accordance with the procedures and administrative regulations set forth by the Vermont Agency of Education.
- 11.2 Individual Contract Renewal:
- A. Except for probationary and temporary teachers as defined in this Agreement and teachers subject to Reduction in Force per the terms of this Agreement, the Board shall offer an individual contract of employment to each teacher annually on or before April 15th.
 - B. A teacher receiving the offer of an individual contract shall indicate acceptance by signing and returning said contract no later than May 15th (or the following Monday should this fall on a weekend.)
 - C. The Superintendent will grant extensions up to 15 days upon written notification for extenuating circumstances. An additional extension of up to 15 days may be granted at

the discretion of the Superintendent.

- D. Binding Contracts: The contracts that are distributed shall be signed by the Chairperson of the Board and/or the Superintendent and will become binding upon the signature of the teacher, unless the teacher fails to return the signed contract by the deadline noted herein.
- E. Notification/Contracts: A teacher who the Board does not intend to renew shall be notified in writing by April 1st. In such cases, a statement shall be issued, in writing, as to the reason(s) for the termination of employment.

In the event the Board and the Association have not ratified a new collective bargaining agreement by the date provided herein for the issuance of individual contracts, individual "notices of intent to re-employ" shall be issued to teachers on or before April 15th. At the completion of negotiations teachers shall be issued complete individual contracts, which will reflect the terms of the successor to this Agreement; teachers shall sign and return these contracts within 15 days of their issuance.

- 11.3 Probationary Contracts: During the first two years of a teacher's employment by the Board, the teacher shall be considered to be on probation. During this period of probation, a Board decision to dismiss or not offer a renewal contract to the teacher shall be final and shall not be subject to the grievance procedure of this Agreement. If the Board decides not to renew the teacher's contract for the next school year, the teacher will be notified on or before April 1st. A minimum of two written classroom evaluations shall be conducted, at least one of which will be conducted before December 1st.
- 11.4 Temporary Licenses: Teachers holding temporary licenses (e.g. provisional or emergency) shall provide proof to the Superintendent that they have been issued either a Level I or a Level TI license before April 1st of the year in which the teacher's provisional or emergency license expires, or the Superintendent must be convinced that the teacher will be issued a Level I or Level II license by the first day of the next school year. Obtaining the required license by the stated deadline is the teacher's responsibility and failure to comply with this Section 11.4 shall result in the teacher not being issued a teaching contract.
- 11.5 One Year Non-Renewable Contracts: The Board shall have the right to issue a nonrenewable contract for a period of one year or less which expressly eliminates the teacher's right of contract renewal and layoff and recall to a teacher who:
 - A. replaces a teacher who has terminated their contract for the next school year after June 1st, or
 - B. replaces a teacher who is granted a leave of absence by the Board, or

- C. replaces a teacher who has resigned or is terminated during a school year. If a teacher issued a non-renewable contract is hired as a continuing teacher for the year following their non renewable contract period, the time served on such a contract will count towards the teacher's probationary period and accrual of benefits and seniority.

11.6 Teaching Assignments: At the time contracts or letters of intent are issued, teachers will be notified of their teaching assignment for the following year. Thereafter, if it becomes necessary to change the assignment a teacher will be notified of such change as soon as possible. Teachers will be given the opportunity for input to the administration prior to finalizing teaching assignments. If a teacher is notified of a change in assignment after August 15th a meeting shall be arranged between the teacher and administration to discuss how best to support the teacher in preparing for the new assignment.

11.7 Transfers:

- A. Voluntary Transfers: Teachers who desire a transfer to a vacant position in the school district should apply to internal postings per section 3.6. In determining requests for voluntary reassignment/transfer, the wishes of the individual, license/endorsement, HQT status, the recommendation of the administration, and relevant qualifications shall be considered. The final decision is within the sole discretion of the Superintendent and is not subject to the grievance process as outlined in Article 5. No teacher shall be involuntarily transferred when a candidate who is appropriately licensed applies for a voluntary transfer.
- B. Involuntary Transfers: When a teacher is being transferred involuntarily, the teacher to be transferred will be selected based upon factors such as the circumstances for the individual, their license/endorsement, HQT status, relevant qualifications, and recommendation of administration. The final decision is within the sole discretion of the Superintendent, and is not subject to the grievance process as outlined in Article 5. No teacher will be transferred or reassigned solely to create a vacancy.
- C. An employee who is being transferred should discuss support and potential compensation (ex. see 9.5 and 9.6) needed for a successful transition with their supervising administrator.

**ARTICLE TWELVE
PROFESSIONAL DEVELOPMENT**

- 12.1 The Board agrees to prepay the tuition costs of up to six credit hours per teacher each contract year (July 1st - June 30th). Credits will be accounted for in the contract year when the course begins. This benefit will be prorated for part-time teachers by providing payment of the full cost for a prorated portion of the six credits. (e.g. a 0.5 FTE teacher will receive 100% payment for three credit hours).
- 12.2 The maximum tuition allowance will be based on the credit hour cost of the University of Vermont fall/winter tuition rates. As determined by the Superintendent, courses shall be relevant to the teacher's assignment, endorsements, or professional goals that are related to district needs. Prior approval of the course must be obtained from the Superintendent and evidence of satisfactory completion (grade of B) must be presented to the Superintendent.
- 12.3 A. In addition to the tuition allowance noted herein, the District will pay the full cost of tuition and directly related expenses for any course or workshop/conference required by the Superintendent. Prepayment of approved courses or workshop/conference will be made upon application to the Superintendent.
- B. Failure to complete a course in a satisfactory fashion will require the teacher 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.
- 12.4 Out of State Conferences: The actual and reasonable costs (registration, materials, airfare and lodging) associated with attendance at out of state conferences will be prepaid if approved by the Superintendent or designee. Mileage will be reimbursed at IRS rate and meals will be reimbursed at a maximum of \$50 per day. Such payment will be based on a maximum dollar equivalent of four University of Vermont credits as indicated in 12.2; when the costs associated with any individual conference are equal to or less than the cost of one UVM credit hour, the cost of said conference will be treated as one UVM credit hour for purposes of article 12 tuition payments. Verification of attendance will be required. Dollars granted for this purpose will be taken in lieu of four of the six credits for tuition reimbursement noted in 12.1. Teachers attending such conferences/workshops may be required to present an overview of the content learned to other faculty members as determined by the principal. Reimbursement may be an option when prepayment cannot be made. Failure to attend or failure to provide proof of attendance at a conference which has been prepaid for by the District may result in the teacher being required to reimburse the District the total advanced amount, including travel expenses, within 60 days of cancellation, withdrawal or completion of the conference.

- 12.5 Vermont Workshops/Conferences: In addition to the tuition allowance noted above, fees for attending Vermont workshops or conferences will be prepaid if pre-approved by the Superintendent or designee. If the cost of a Vermont workshop/conference is prohibitive the teacher may request to use funds according to 12.4 of this article. Reimbursement may be an option when prepayment can not be made. Failure to attend or failure to provide proof of attendance at a workshop or conference which has been prepaid for by the District may result in the teacher being required to reimburse the District the total advanced amount, including travel expenses, within 60 days of cancellation, withdrawal or completion of the workshop or conference.
- 12.6 For newly hired teachers the benefits noted in this Article 12 shall begin on July 1st of the contract year or the new teacher's date of hire, whichever occurs first.

ARTICLE THIRTEEN INSURANCES

13.1 Medical Insurance:

- A. The Board shall provide teachers 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 1, 2023 through December 31, 2025, is attached to this agreement. (See Appendix C)

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.

- B. A one thousand dollar (\$1,000) buy-out option will be available to teachers eligible for health insurance benefits who have health insurance coverage from another source, prorated based on FTE. Certified documentation will be required as proof of alternative health insurance coverage. Teachers selecting the cash payment option in lieu of the health insurance benefit shall receive 50% of the amount in December and the remaining 50% in June.
- C. Should a medical insurance rebate be offered by the Vermont School Boards Insurance Trust (VSBIT), teachers who contribute to their health premium will receive the individual rebate proportional to the amount they contributed.

- 13.2 Section 125 Plan: The District will provide an Internal Revenue Service Section 125 Plan in order to give teachers the option to convert premium costs, deductible and uninsured

medical expenses, dependent care and other IRS allowable coverage to pre-tax expenses.

13.3 Disability Insurance:

- A. The Board agrees to pay 100% of the premium costs for a long term disability ("LTD") insurance plan with a 90 day elimination period. The plan shall provide 66.6 % of a teacher's salary following the elimination period. When a teacher becomes eligible for coverage under the LTD insurance plan they will no longer be eligible to use sick days.
- B. Each eligible teacher 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 90 day elimination period) and shall utilize this coverage as soon as benefits are authorized by the carrier.
- C. After a teacher has been receiving a combination of sick leave and LTD insurance benefits for a period of 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 a teacher has been receiving a combination of sick leave and LTD insurance benefits for a period of 18 consecutive months, said teacher shall no longer have employment reinstatement rights with the District.

13.4 Dental Insurance: The Board agrees to contribute 100% of the premium to a single membership per enrolled member.

13.5 Life Insurance: The District shall provide each teacher with twenty-five thousand dollars (\$25,000) of term life insurance. The District will pay 100% of the premium cost of this coverage; however, participation in the plan will be subject to the eligibility requirements of the insurance carrier.

13.6 Initiation of Insurance Benefits: In the case of teachers new to the District, all insurance benefits identified in this Article Thirteen will begin on September 1st of the contract year, or the first day allowed by the carrier following the teacher's hiring date, whichever comes later.

13.7 Insurance Proration: All benefits will be prorated as a percentage of the Full Time Equivalent (FTE) status. In the case of medical, dental disability and life insurance, the individual must meet the minimum requirement of 0.50 Full Time Equivalent (FTE) employment to qualify for prorated benefits.

In the case of medical insurance the individual must meet the minimum requirement of .47 Full Time Equivalent (FTE) employment to qualify for the prorated benefit.

ARTICLE FOURTEEN MEDICAL EXAMS

- 14.1 The Superintendent may request that a teacher submit to a medical examination at any time the Superintendent has reason to believe that the teacher's health is such a to create a condition of jeopardy to the school program or to the well-being of students and other school personnel. Said examination shall be performed by a physician of the teacher's choice and the cost will be borne by the District. In the event the Board requests a second opinion, the teacher may elect a physician from a list of at least 12 physicians mutually agreed upon by the Association and Board.
- 14.2 The physician shall send a statement only to the extent necessary to inform the Superintendent as to whether the teacher is fit for duty and/or has any medical or physical limitations. The Superintendent will treat this information in strict confidence.
- 14.3 The Superintendent shall also have the right to request any information allowed by law to make determinations relative to FMLA and ADA issues.

ARTICLE FIFTEEN REDUCTIONS IN FORCE

- 15.1 Whenever the Board, in the exercise of its sole discretion, finds it necessary to reduce the size of the teaching staff of the District for the next school year, the following layoff procedures shall be observed.
- 15.2 The Association shall be notified of any contemplated reduction in staff as early as practicable.
- 15.3 At the request of the Association, the Board will provide an opportunity to discuss the need for a reduction in staff. This request must be submitted in writing to the Superintendent no later than five workdays after the notice provided in 15.2. This will occur at a meeting before the Board, or a committee thereof, and shall be held prior to a final Board decision regarding a staff reduction.
- 15.4 No teacher 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 teacher 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. Teachers with previous seniority within the District who are working under special assignment, such as interventionist or instructional coach, shall retain seniority under the category below for which they are appropriately licensed:

- A. Grades K-6, Classroom Teachers.
- B. Grades K-12, Teachers by endorsement as defined by the Vermont Agency of Education, including but not limited to, special education/learning specialist, library media specialist, guidance counselor, music teacher, art teacher, computer technology teacher, school nurse, speech and language pathologist.

15.5 Displacement Rights: A teacher laid off under this Article 15 will be permitted to displace a less senior teacher in another layoff category provided the teacher has the appropriate endorsement and is qualified as defined herein. Displacement rights will extend only to the teacher initially reduced so that no secondary bumping rights will occur. The term "qualified" for displacement purposes shall mean the person:

- A. Has taught, coached, been an interventionist or coordinator in the subject in the District within the last seven years, and
- B. Has current and appropriate training aligned with the District's initiatives.

Grievances challenging the denial of a displacement request may be filed under the special rules noted herein. Such grievances will be filed with the Superintendent within five days of the denial of the displacement request. The parties may then either mutually agree on an arbitrator or the Association may submit the grievance to arbitration by filing the grievance directly with the American Arbitration Association ("AAA"); such filing will occur no later than five school days after the denial, under the AAA Expedited Labor Arbitration Procedure. Failure to file with the AAA within this timeframe shall render the grievance null and void.

15.6 For a period of 24 months from the effective date of layoff, teachers shall be recalled in the reverse order of layoff to any open position within the layoff category in which they were laid off. When a position becomes open the Superintendent shall promptly send notification of the open position to the teacher who is eligible for recall by certified mail. It shall be the responsibility of the teacher to provide the District with their current mailing address while on layoff. If a teacher so notified fails to accept said position within 15 calendar days of receipt of notification, the teacher shall be deemed to have declined the position and shall be deemed to have waived all further recall rights. A teacher rehired under the provisions of this Article shall have all previously accrued benefits, as of the time of their layoff, reinstated as of the date they return to active employment.

- 15.7 Seniority shall be defined as the teacher's most recent period of continuous employment with the District, beginning with the date that the teacher's individual contract (signed by the teacher) is received by the Superintendent's office. Seniority accrued while teaching in the Mount Abraham Unified School District shall be retained by any teacher who is employed by the District for the 2023-2024 school year and beyond.
- 15.8 By December 1st of each year, a Seniority List with teachers' licensure shall be developed, maintained and agreed upon by the Superintendent and the Association.

ARTICLE 16
HEALTH, SAFETY AND LIABILITY

- 16.1 As defined by state and federal law (by way of example but not limitation, VOSHA and OSHA); teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being.
- 16.2 Teachers shall immediately report cases of assault 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 teacher 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 the incident involves a student, the student's parent/guardian shall be notified.
- 16.3 As a result of an investigation, if a student is found to have threatened or injured an 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.
- 16.4 The Board agrees to indemnify and save teachers harmless to the extent of the policy limits provided in 16 VS.A. Section 1756 from any financial loss and expense including reasonable legal fees and costs arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental injury to person or accidental damage to or destruction of property, within or without the school building, provided such teacher, at the time of the accident resulting in such injury, damage or destruction was acting in the discharge of their duties within the scope of their employment or under the direction of the Board.
- 16.5 In the event that the district receives notification from the insurance company that a claim has been filed, any teacher named in that claim will be given prompt notice of such claim to allow them an opportunity to submit their account of the incident in writing.

**ARTICLE SEVENTEEN
EVALUATIONS**

- 17.1 **Evaluation:** Each teacher shall be evaluated as provided in the current Mount Abraham Unified School District Supervision and Evaluation Process until a Lincoln School District Supervision and Evaluation Process is developed. All parties to this Agreement understand the importance of a system of supervision and evaluation that is collaboratively developed. Therefore the Superintendent and Association will develop a Supervision and Evaluation Process for LSD and agree to this system in writing. Once developed, any changes to the Supervision and Evaluation Process will be mutually agreed to by the Superintendent and Association. A copy of the LSD Supervision and Evaluation Process shall be provided to each new teacher; amendments to the procedures shall be provided to all teachers.
- 17.2 **Evaluation Procedure:** The Principal will be responsible for distributing a copy of the evaluation procedure to each new teacher no later than October 1 of each school year.
- 17.3 **Evaluation Schedule:** Each teacher shall be evaluated according to the schedule provided under the Supervision and Evaluation Process. A formal evaluation shall be conducted at least once in every four-year period. Classroom observations may be conducted and reports and other data pertinent to the evaluation process may be collected as deemed necessary or desirable by the administration. Nothing herein shall be construed to prevent the administration of a school district from initiating a formal evaluation cycle for a teacher deemed to be in need of assistance.
- 17.4 **Evaluation of Probationary Teachers:** New teachers with initial probationary status shall receive two (2) written performance evaluations in each year of probationary service. A written report of a class visit or observation prepared by an evaluator shall constitute a written performance evaluation for a probationary teacher. All other provisions of this Article relative to the evaluation of teachers shall apply to the evaluation of a probationary teacher except as modified by this section.
- 17.5 **Immediate Supervisor:** A teacher's immediate supervisor shall be an administrator within the District and shall be designated by the principal or Superintendent, as applicable. The Superintendent shall define any teacher's immediate supervisor when such determination is in question. For example, a Speech and Language Pathologist employed by LSD may be supervised by the building principal in which he or she is assigned or the Special Education Director.
- 17.6 **Receipt of Evaluation Report:** Teachers will be given a copy of any written report of a class visit or observation prepared by an evaluator within ten (10) school days of this class visit or observation and will be provided with the opportunity to discuss the report with the evaluator. The teacher shall have the opportunity to respond orally and in writing to an

evaluation or observation report, and any written response shall become part of the personnel file. A teacher's signature on an evaluation or observation report shall indicate only that the teacher has reviewed said report and does not necessarily indicate agreement with the contents thereof.

- 17.7 **Distribution of Evaluation Report:** A copy of any evaluation report or individual observation report, material included as evidence or support for the report, and the teacher's response to the report shall be provided to the teacher, to the teacher's immediate supervisor, and to the Superintendent of Schools for inclusion in the teacher's official personnel file.

ARTICLE EIGHTEEN COMPLETE AGREEMENT

- 18.1 If any provision of this Agreement or any application thereof to any teacher or a group of teachers 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.
- 18.2 No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

ARTICLE NINETEEN NEGOTIATIONS

On or before November 1 of the year prior to the year in which this Agreement expires, the Association and the Board may notify in writing the other party of its desire to modify the term and conditions of this Agreement. Thereafter, the parties will schedule and conduct negotiating sessions as provided by 16 VS.A. Chapter 57, Subchapter 3. Notice to the Board shall be sent from the Association's Lead Negotiator to the Superintendent and notice to the Association shall be sent from the Superintendent to the Association's Lead Negotiator.

**ARTICLE TWENTY
DURATION**

- 20.1 This Agreement shall become effective July 1, 2024 and shall continue in full force and effect until twelve (12:00) midnight, June 30, 2026
- 20.2 In the event that a successor to this Agreement has not been ratified by the Board and the Association as of the termination date of this Agreement, no salary schedule step advancement shall be provided unless and until the parties have ratified a successor to this Agreement, which expressly provides for such salary schedule step advancement.

AGREEMENT

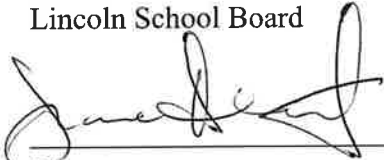
In witness thereof, the Board and the Association hereby approve the terms of this agreement.

DATE: 4/19/24

DATE: 4-19-24

Lincoln School Board

Mount Abraham Education Association-Lincoln Teacher Unit



Signature



Signature

Jeanne Albert

Print

Anne P. Schoenhuber

Print

APPENDIX A

**PAY SCHEDULE
2024/25**

Step	BA+0	BA+15	BA+30	MA+0	MA+15	MA+30
1	\$52,181.60	\$54,295	\$56,408	\$58,521	\$60,635	\$62,748
	1	1.0405	1.081	1.1215	1.162	1.2025
2	\$54,295	\$56,408	\$58,522	\$60,635	\$62,748	\$64,862
	1.0405	1.081	1.1215	1.162	1.2025	1.243
3	\$56,408	\$58,522	\$60,635	\$62,748	\$64,862	\$66,975
	1.081	1.1215	1.162	1.2025	1.243	1.2835
4	\$58,522	\$60,635	\$62,748	\$64,862	\$66,975	\$69,088
	1.1215	1.162	1.2025	1.243	1.2835	1.324
5	\$60,635	\$62,748	\$64,862	\$66,975	\$69,088	\$71,202
	1.162	1.2025	1.243	1.2835	1.324	1.3645
6	\$62,748	\$64,862	\$66,975	\$69,088	\$71,202	\$73,315
	1.2025	1.243	1.2835	1.324	1.3645	1.405
7	\$64,862	\$66,975	\$69,088	\$71,202	\$73,315	\$75,429
	1.243	1.2835	1.324	1.3645	1.405	1.4455
8		\$69,088	\$71,202	\$73,315	\$75,429	\$77,542
		1.324	1.3645	1.405	1.4455	1.486
9		\$71,202	\$73,315	\$75,429	\$77,542	\$79,655
		1.3645	1.405	1.4455	1.486	1.5265
10			\$75,429	\$77,542	\$79,655	\$81,769
			1.4455	1.486	1.5265	1.567
11			\$77,542	\$79,655	\$81,769	\$83,882
			1.486	1.5265	1.567	1.6075
12			\$79,655	\$81,769	\$83,882	\$85,995
			1.5265	1.567	1.6075	1.648
13				\$83,882	\$85,995	\$88,109
				1.6075	1.648	1.6885
14				\$85,995	\$88,109	\$90,222
				1.648	1.6885	1.729
15					\$90,222	\$92,335
					1.729	1.7695
16					\$92,335	\$94,449
					1.7695	1.81
17						\$96,536
						1.85
18						\$98,623
						1.89

APPENDIX B

Early Retirement/Career Change Incentive Program

I. Eligibility

At the discretion of the Board, this program is offered to any teacher who has 20 or more years of teaching service in the District including time spent when Lincoln was a part of MAUSD.

II. Compensation Plan:

Any teacher who elects to participate in this Program shall receive payment equivalent to sixty-six percent (66%) of their current annual teaching salary in the District. This figure shall be based upon the annual teaching salary, defined as the teacher's actual annual contract salary at a Full Time Equivalency (FTE) of 1.0 or less, and shall not include extra compensation which may have been earned for extracurricular or co-curricular activities, per diems, or any other compensation.

Compensation Payment Options:

For any teacher who elects to participate in this Program, the teacher may select one of the following compensation payment options below:

1. The payment under Section II.(A.) will be made in equal installments payable over three years. Annual installments will be made in three (3) equal payments occurring on the first scheduled paydays after July 1st, November 1st, and March 1st. The District will deduct any applicable state and federal taxes. **OR:**
2. A teacher may elect to have the District use monies from the above incentive to purchase "air time" from the Vermont State Teachers' Retirement System. Any remaining amount of monies from the incentive, after said purchase, shall be retained by the teacher and paid according to the payment plan in II.(B. 1.). Remaining amounts less than \$2,500 will be paid out to the teacher on the first scheduled payday noted above following the effective date of resignation. **OR:**
3. A teacher may elect to have the District use monies from the above incentive to fund 100% of the cost to participate as a single or two-person subscriber in the health insurance program offered to other teachers of the district for the full time authorized by COBRA. Any remaining amount of monies from the incentive, after said purchase, shall be retained by the teacher and paid according to the payment plan in II.(B.1.). Remaining amounts less than \$2,500 will be paid out to the teacher on the first scheduled payday noted above following the effective date of resignation.

III. Procedures

- A. Teachers electing to participate in the Program shall complete a Career Change Incentive Agreement form and a letter of resignation with an effective date of June 30 of the school year in which the teacher elects to participate in said Program; the teacher shall deliver said form and resignation letter to the Superintendent's Office no later than January 10th of the teacher's final year teaching.

- B. The letter of resignation shall be addressed to the Chairperson of the Board. Prior to acceptance of the resignation, the Board and the teacher shall agree on the compensation due under Section II. A. Once such agreement is reached and the Board accepts the resignation, a resignation submitted pursuant to this program is irrevocable. However, resignations under this provision shall be contingent on agreement of the amount to be paid under Section II. A. and acceptance into the Program. Individuals will receive notification of their acceptance into the Program upon Board action to accept their resignation.

Appendix C

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

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

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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

