

# **Collective Bargaining Agreement**

**for**

**Teachers**

**between**

**The Barre Educators Association**

**and**

**The Barre Unified Union School District Board**

**July 1, 2021 through June 30, 2023**

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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 in this Article.

## **ARTICLE 1: RECOGNITION**

1.1 The Barre Unified Union School District Board hereby recognizes the Barre Educators Association as the exclusive representative of all licensed teachers of the Barre Unified Union School District for all purposes provided for under the provisions of 16 V.S.A Chapter 57. The Barre Educators Association is hereinafter termed the "Association".

1.2 Membership in the Association is not to be a condition of employment.

1.3 Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as "teachers". The word "Board" shall mean the Barre Unified Union School District Board.

### **1.4 RIGHTS OF THE BOARDS**

In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education in, and the efficient and economical operation of its school district, it is herein agreed that, except as specifically and directly modified by express language in a specific provision of this contract, the Board retains all rights and powers that it has, or may hereafter be granted by law.

### **1.5 RIGHTS OF THE ASSOCIATION**

The Board agrees that reasonable time off without loss of pay, during working hours, may be granted to the Association Officers, with approval of and by arrangement with the superintendent or other responsible administrators.

The Association shall have the right to use such facilities and equipment as are normally located for teachers' use within the school, as well as school audio-visual equipment and wireless internet, in accordance with Board policy, normally after school hours and upon appropriate request to the principal, provided that such use does not interfere with the teaching of pupils or interrupt normal school operations. Any cost for repair or replacement as the result of such use of the equipment or the use of materials will be borne by the Association as determined by the school district's Business Manager. The Association agrees to assume responsibility for any costs incurred.

## **ARTICLE 2: GRIEVANCE PROCEDURE**

### **2.1 DEFINITIONS**

- A. A “grievance” is a claim by a teacher or teacher(s), and the Association that there has been a violation, a misinterpretation, or a misapplication of the terms of this Agreement, or a violation of the right to fair treatment with regards to the application of the provisions of this Agreement. However, only a grievance that alleges a violation of the written provisions of this agreement may be advanced to arbitration.
  
- B. An aggrieved person is the person or persons or Association making the claim.
  
- C. Time Limits: All time limits consist of school days during the school year. Time limits during the summer vacation consist of work days, Monday through Friday.
  
- D. Association Representation: Upon selection and certification by each Association the board will recognize an Association grievance officer or committee. At least one Association representative may, at the option of the Association, be present for any meeting, hearing, appeals or other proceedings relating to a grievance which has been formally presented. The association must notify the administrator involved, in writing, of its intent to be present or not be present at any such proceeding. Nothing herein contained will be construed as limiting the rights of Any teacher having a grievance to discuss the matter informally with his / her supervisor, and having the grievance addressed without intervention of the association, provided the association has been notified and any resolution is not inconsistent with the terms of this agreement.
  
- E. The grievant shall, at all steps in the formal grievance procedure, be entitled to be represented by the Association or by such other representatives as he/she may choose, except that at no time shall the grievant be represented by an administrative official of the school district. Nothing herein shall be construed to

interfere with the Association's right and responsibility to ensure compliance with this agreement.

## 2.2 PROCEDURE

The parties acknowledge that it is most desirable for any employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, the Association representative may intervene to assist in this resolution. However, should such informal processes, fail to satisfy the teacher or the Association, then a grievance may be processed as follows:

Step 1 The Association shall present the grievance, in writing, setting forth the problem(s) being grieved, citing any alleged contract violation, and setting the redress sought, to the school Principal, who will arrange to meet within seven (7) days with the parties. The Association's representative, the aggrieved teacher, and the Principal (all with or without representation) shall be present for the meeting. The principal shall provide to the grievant and the Association a written decision within seven (7) days after such a meeting, setting forth the reasons for the decision. No grievance will be given formal consideration unless it is filed at Step 1 within twenty-eight (28) days after the grievant had knowledge of the occurrence that gave rise to the grievance.

Step 2 If the grievance is not resolved at Step 1 or if a Step 1 time limit expires without the issuance of the Principal's written decision, then the Association may refer the grievance to the Superintendent or official designee within seven (7) days after the Step 1 decision was due or received. The Superintendent shall arrange for a meeting with the grievance representative(s) of the Association and the aggrieved teacher(s) to take place within fourteen (14) days of the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to establish facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have seven (7) days in which to provide his/her written decision to the respective parties to the grievance.

Step 3 If the grievance is not resolved at Step 2 or if a Step 2 time limit expires without the issuance of the Superintendent's written decision, the Association may refer the grievance to the School Board within fourteen (14) days after the Step 2 decision was due or received. The Board shall arrange for a meeting within fourteen (14) days after the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon completion of the meeting, the School Board will provide a written decision to the Association within fourteen (14) days.

Step 4 If the grievance is not resolved at Step 3, or the Step 3 time limits expire without the issuance of the School Board's written answer, then the Association on behalf of the grievant may submit the grievance to arbitration. If a demand for arbitration is not filed with the Superintendent of Schools within twenty-one (21) days of the date that the School Board's Step 3 decision was due or received, then the grievance will be deemed to be withdrawn. The Association or its representative and the Board or its representative shall seek to mutually agree upon the person of an arbitrator. If an agreement cannot be reached within ten (10) days, the Association may refer the matter to the American Arbitration Association (AAA) under their Voluntary Labor Arbitration Rules. Referral to the AA must occur no later than twenty-one (21) days from the date of the demand for arbitration.

2.3 During the period of time when arbitration is taking place, neither the Board, the grievant, or the Association shall unilaterally issue any public statement concerning the matter under arbitration. The decision of the arbitrator shall be final and binding upon the parties.

2.4 Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party.

2.5 The arbitrator shall have no power to alter the terms of this Agreement.



2.6 Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full costs of the transcript. Should both parties order a transcript, then the cost of the two transcripts will be divided equally between the parties.

2.7 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no teacher shall be required to discuss any grievance if the Association's representative is not present.

2.8 Provided the Association and Superintendent agree in writing, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving an administrator above the school Principal level may be filled by the Association at Step 2.

2.9 No reprisals of any kind will be taken by the Board, the Administration or the Association against the teacher because of his/her participation in this grievance procedure.

2.10 The Board, Administration, and Association will cooperate with one another in their investigation of any grievance, and further, will furnish one another with such information as is required for the processing of any grievance. Notwithstanding the previous sentence, no grievance shall be processed during assigned working hours unless approved by the administration. If so approved, the grievant, the Association representatives and the witnesses shall be released from duties without loss of pay or benefits. Under no circumstances shall students who are minors be involved in the hearing of, or resolution of, any grievance unless prior written consent from a parent or a guardian is filed with the office of the Superintendent.

2.11 All documents, communications and records dealing with the processing of a grievance will be filed. All disagreements, communications and records dealing with processes of a grievance will be filed with all parties involved in the three steps of the grievance procedure. The official record is to be filed in the Superintendent's office. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

2.12 A grievance may be withdrawn at any level without establishing precedent.

2.13 Time limits and/or procedures may be changed in the above Article if both sides mutually agree in writing.

### **ARTICLE 3: RELEASE FROM CONTRACT AND REPLACEMENT TEACHERS**

3.1 A teacher who signed a contract of employment with the school district will be expected to fully honor such contract, unless a release is granted by the Board.

#### **3.2 CONTRACT RELEASE**

In the event that a teacher is granted a release from his/her contract or breaks his/her contract with the school district, the Board shall have the right to issue a contract to said teacher's replacement under the replacement teacher provisions. Any teacher who is released from his/her contract in accordance with the terms of this article, or who breaks his/her contract will be required to repay any course reimbursement money the District has spent for spring and/or summer semester courses before being released from contract.

3.3 If a teacher is released from a contract by the Board as allowed in 3.2, said teacher will receive prorated pay based on the ratio of actual number of days worked and total number of contract days in the given school calendar.

#### **3.4 REPLACEMENT TEACHER PROVISIONS**

A replacement teacher is a teacher who is hired to replace a teacher who breaks or is released from their contract, if hired after August 1. A replacement teacher will work under the following conditions:

- A. The replacement teacher may be hired under a non-renewable contract, not to exceed one (1) school year. A replacement teacher who is given notice of suspension or dismissal may appeal said notice pursuant to the process set forth in Title 16 V.S.A. § 1752. With the exception of the

modifications contained in this Article, all other provisions of the collective bargaining agreement shall apply to the replacement teachers.

- B. The “just cause” provisions of this agreement governing contract renewal and dismissal of teachers shall not apply to replacement teachers. The individual contract of the replacement teacher shall clearly include language that reflects this. A Board decision to dismiss or not reemploy a replacement teacher may not be grieved.
- C. The RIF and recall provisions of this agreement shall not be applicable to the replacement teacher.
- D. A replacement teacher who is subsequently hired as a teacher with no break in service will receive seniority credit for the time worked as a replacement teacher.

#### **ARTICLE 4: CONTRACT RENEWAL**

4.1 The Board shall offer a contract of employment to a teacher annually on or before April 1, unless a letter of potential non-renewal is given before February 15. Notice of intent not to give a contract shall be in writing and shall indicate the reason or reasons why the teacher is not to be reemployed. Teaching contracts must be signed and returned to the Superintendent’s office on or before April 15. Any teacher who provides to the Superintendent a written request for an extension to the return date will be granted a 15 day extension for contract return. The Superintendent may grant more than a 15 day extension to the return date if requested by the teacher in writing before April 15. Failure by a teacher to return the contract, signed, within the required time period shall be accepted as conclusive evidence of non-acceptance of the offer, and in such instance the job shall be considered vacant.

4.2 If a teacher:

- a) has been notified of the potential for non-renewal by February 15; and

- b) has been on a corrective action plan for at least four months prior to February 15, providing sufficient time to complete their improvement plan and/or improve their performance; and
- c) has performance that continues to be “unsatisfactory”

then the teacher may have their contract non-renewed and not be issued a contract letter or letter of intent on April 1.

4.3 If negotiations have not been completed and/or a successor to this Agreement has not been ratified by the Board and the Association, the Superintendent shall issue each teacher who is to be renewed a letter of intent to hire by April 1. A letter of intent shall be signed by the teacher and returned to the Superintendent by April 15.

4.4 No teacher shall be disciplined, reprimanded, suspended, or denied a renewal of contract without just and sufficient cause. In no case will this be done publicly unless so requested by the teacher. Any such action, including adverse evaluation of a teacher’s performance, will be subject to the grievance procedure set forth in this Agreement. A teacher may appeal the nonrenewal of his/her individual teaching contract by filing a grievance as provided in this Agreement or by filing an appeal pursuant to Title 16 V.S.A. § 1752. Regardless of the method of appeal, the teacher shall be paid until the Board reaches its decision. The provisions of this section do not apply to Replacement Teachers (as defined in Article 3.4) or Probationary Teachers (as defined in Articles 4.6 and 4.7).

4.5 Any grievance arising from the application of this Article will first be presented to the Association, and any further action will commence at Step 2 of the Grievance Procedure except as provided in section 4.6.

4.6 A person who is a probationary teacher as defined by Vermont statute shall be issued a probationary contract for up to two years. A newly hired teacher with two or more years teaching experience in Vermont public schools will be hired under a probationary contract for one year. The decision of the Board to suspend, dismiss, or not renew a teacher employed under a probationary contract or replacement teacher contract shall not be subject to the grievance/arbitration procedure of this agreement. However, the standard for non-renewal for a probationary teacher’s contract shall be just and sufficient cause if the teacher has not received at least two written performance

evaluations per year of probationary service. An individual who is given notice of suspension, dismissal, or non-renewal may appeal said notice pursuant to the process set forth in Title 16 V.S.A. § 1752.

4.7 All teachers newly hired by the school district shall work under a one (1) year appointment for the first year. During this period of probation, a Board decision to dismiss or not reemploy an individual may not be aggrieved under the provisions of this Agreement. The school district's evaluation policy shall be followed for probationary teachers. During this probationary period, an individual who is given notice of suspension, dismissal, or nonrenewal may appeal said notice pursuant to the process set forth in Title 16 V.S.A. § 1752.

4.8 A teacher's annual contract letter shall be signed by representatives of the Board and the Superintendent, and shall state the teacher's teaching assignment(s) and teaching salary. Teachers may be reassigned within their areas of licensure and endorsement between their contract issuance and July 1st.

#### **ARTICLE 5: SENIORITY AND REDUCTIONS IN STAFF**

5.1 For purposes of this article, seniority will be computed from the beginning of a teacher's most recent. Of continuous employment in the school district and will begin to accrue as of the date the original contract was signed by him/her. 4 Teachers whose individual employment agreement does not contain a date stamp indicating receipt by the superintendent, the following factors will be applied, in the listed order, to determine when seniority begins to accrue:

(1) The date the Individual Employment contract was signed by the teacher;

(2) The appointment date of the teacher by the board.

Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or by employment by the board in the position outside the negotiating unit, but such time will not be counted in computing seniority.

5.2 A permanent part-time teacher will accrue seniority on a prorated basis as determined by the percent of full time equivalent (FTE) indicated on the teachers individual contract. Replacement teachers, teachers hired on non renewable contracts, and a long-term substitute teachers will not accrue seniority. However, if such teacher is offered a permanent position and accept such position without a break and service the teacher will be credited with seniority for the immediately preceding period of continuous employment. A long-term substitute teacher may be non-renewed and released at the end of his/her contracted service and such release shall not be considered a layoff subject to recall under this article.

5.3 The Board will provide the Association with a complete seniority list by October 1 of each school year. The Association will acknowledge the accuracy of the list or provide evidence of the need for changes by November 1. If the Association fails to respond by November 1, the list will be considered to be accurate.

5.4 Staff reductions may be made when, in the judgment of the Board, they are necessary for the sound and efficient operation of the school district.

5.5 Notice of reduction in force shall be sent by certified mail to each affected teacher no later than April 1, with a copy by regular mail to the Association except for a teacher who is displaced pursuant to seniority displacement provisions. A displaced teacher will instead be notified in accordance with the terms described in Section 5.6

5.6 No teacher will be laid off under the provisions of this Article if the reduction in staff could be accomplished by staff turn-over. If an opening exists for which a teacher affected by reduction in force holds appropriate license and endorsement(s), he/she will be transferred to that position rather than being laid off. If more than one position exists for which the teacher is licensed, the Administration will consult with the teacher before making a final decision. A teacher who declines transfer shall be reduced in force and shall retain his/her recall rights, but shall not be eligible to displace a less senior teacher.

5.7 Teachers shall be laid off in reverse order of seniority by teaching assignment within the District. When seniority is equal, the following factors, in the order listed, will be used to determine RIF order:

(1) The total number of years of educational work.

(2) The ability of the teacher to perform the work in question as determined by the superintendent.

Except as otherwise provide in this article, a teacher who is laid off may displace a less senior teacher in the District providing the teacher is licensed and endorsed for another position as of the date in the RIF notice. A teacher must indicate his/her intention to exercise displacement rights within ten (10) days of the RIF notice being posted.

5.8 During the time that a teacher is laid off and subject to recall, his/her seniority at the time of layoff shall remain credited to him/her. A teacher who is laid off shall be recalled for any position for which he or she was licensed and endorsed as of the date of the issuance of the RIF notice. NOtice of recall will be by order of seniority. Job recall rights will be for two (2) years following layoff. If a recall position becomes available, the district will provide a letter of recall to the teacher. The teacher shall notify the Superintendent of acceptance of recall within ten (10) working days of receipt of the offer of recall. If a teacher fails to respond to recall within ten (10) working days, he/she will be considered to have waived his/her recall rights. A teacher may decline recall to a lesser FTE position without penalty. A teacher who declines recall to a position of equivalent FTE will be considered to have waived his/her recall rights.

5.9 A teacher who has been laid off shall, if he/she desires, have priority on the substitute list.

5.10 If transition of employment of professional staff by member districts to employment by by the supervisory union is required by Vermont Statue, the following provisions shall apply:

- a) Teachers transitioned from employment with a member District to employment with the Barre Supervisory Union shall retain their current salary, seniority and or benefits provided under the terms of the negotiated Agreement. Such teachers shall maintain the same position on the salary schedule and shall be recognized as

members of the bargaining unit represented by their former District of employment.

- b) Should future Vermont Statute require transition of employment from the BSU back to the member districts, the Teachers shall retain all salary, seniority and benefits, and employment shall be assumed by the school districts that comprise the BSU.
- c) In the event of a reduction in force among professional staff during or following the transition to the BSU the provisions of this Agreement pertaining to Reduction In Force shall apply. Professional staff employed by the BSU at the time of any reduction will be considered as a group for the purpose of layoff and recall.
- d) Professional staff hired after the transition to the BSU will be placed on the appropriate step and column of the salary schedule in accordance with the provisions of this Agreement.
- e) Professional staff assigned to work in more than one school on the same day (other than assignments at the Central Vermont Career Center and SHS) shall be allowed a reasonable time between the end of the last assignment in the first school and the beginning of the first assignment in the second school for travel and preparation.

## **ARTICLE 6: SUSPENSION AND DISMISSAL**

6.1 The suspension and dismissal of teachers during a period of contracted employment shall be pursuant to Title 16 V.S.A. § 1752.

6.2 Whenever a teacher is required to appear before any administrator or supervisor, the Superintendent, the Board, or a sub-group of the Board, to respond to any matter which could result in disciplinary action, he/she shall be entitled to have a representative of the Association present.

## **ARTICLE 7: PROTECTION OF TEACHERS**

7.1 Teachers will report any hazardous or unsafe working conditions to the Administration. Teachers will not be required to work in hazardous or unsafe working



conditions. The Administration will address the issue using appropriate protocols. Staff will be notified of the outcome in a timely fashion.

7.2 When the absence of a teacher is due to an action at law against the teacher based on alleged actions or omissions which are within the scope of the teacher's employment, such absence shall not be deducted from any contracted salary or leave. The Board shall provide full legal support and assistance to the extent, and subject to the conditions of, the liability insurance coverage provided by the Board pursuant to 16 VSA §1756.

7.3 When a teacher is absent due to a work related injury for which he/she is receiving Workers' Compensation benefits the teacher may elect to continue receiving his/her salary by signing his/her check for temporary total disability benefits over to the District and authorizing the District to apply the teacher's accrued, personal and/or sick leave to offset the difference between the Workers' Compensation benefits received and the teacher's regular salary.

7.4 On the authorization of the Superintendent, the Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property (including motor vehicles) of the teacher occurring while the teacher is acting in the discharge of his/her duties. Report of such damage will be made to the Superintendent as soon as possible following discovery of the damage. The Superintendent's determination as to whether or not the damage is eligible for the reimbursement provisions of this article will be final, and not subject to grievance under the terms of Article Three of this contract.

7.5 Teachers shall immediately report cases of assault suffered by them in connection with their employment to the principal or other immediate supervisor. Such notification shall immediately be 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 or persons involved, except such information, the dissemination of which is restricted by law. Nothing in this provision, however, shall be construed to abridge the right of a teacher to seek redress at law.

7.6 The Board shall give support to the teacher to the extent of policy limits including reasonable legal fees and other costs of court action brought by parents or other citizens

against the teacher while said teacher is acting in the discharge of his/her duties within the scope of his/her employment. Such support shall be in accordance with 16 V.S.A. §1756.

7.7 The teachers recognize the health and safety of the students is their prime responsibility and, in case of emergency, will follow ALICE and/or other emergency procedures to the best of their ability. However, except in an emergency, medical services will be delivered to students only by qualified medical personnel or a person trained by qualified medical personnel.

## **ARTICLE 8: TEACHER EMPLOYMENT**

8.1 Each teacher shall be placed on his/her proper step of the salary schedule according to the terms of this agreement as of the beginning of the school year. Any necessary supporting transcripts must be provided by the teacher for the teacher's file by November 1.

8.2 The Board may require medical examination be undergone by any teacher whom it has reason to believe may have a health problem which could endanger the welfare of the students or other employees. When such examinations are required by the Board, the cost, unless covered by medical insurance, as provided in Article 12, will be borne by the School District. A physician's statement verifying the teacher's ability or inability to continue teaching will be forwarded to the Board before any payment is made. Such examination statements will not be considered public documents, and will be protected in the most secure manner possible.

8.3 Teachers employed on a permanent part-time basis shall have their salary and benefits prorated based on their contract FTE, unless this is inconsistent with statute or the limitations of an insurance carrier. Teachers who work part time will have all duties and meeting expectations prorated. The administration will make every attempt to have their schedule be consistent from day-to-day and have their teaching blocks be consecutive.

8.4 A person without an earned degree who is to be employed as a teacher at the Central Vermont Career Center will be placed on the salary schedule in the Bachelor Degree Column, with placement on the first step for six (6) years or less of trade experience and one additional step for each two (2) years of experience beyond six (6) years, up to the maximum step for the BA column. Any appropriate educational credits earned after being employed will be credited toward column advancement on the salary schedule.

8.5 Credits earned for horizontal movement on the salary schedule (B+15, B+30, M, M+15, M+30) will be granted as follows:

- a) Graduate credits earned at an accredited college or university that are related to a teacher's field of teaching or to the field of education.
- b) Credits earned for such other courses that are related to a teacher's field of teaching or to the field of education and are approved in advance by the superintendent.

The provisions of this article shall also apply to technical teachers who do not hold an earned degree. These teachers are allowed column movement to the BA+15 and BA+30 columns as appropriate credits are earned.

Credits earned before a teacher has been awarded a bachelor's degree will not be applied to the B+15 column. Credits earned before a teacher has been awarded a master's degree will not be applied to the M+15 or M+30 columns.

Credits for horizontal salary schedule changes earned before September 1 of the contract year, upon written notification to the superintendent on or before the preceding January 15 of anticipated horizontal change, will be granted and the appropriate salary paid for the contract year. It is understood and agreed that a teacher will submit to the superintendent the appropriate administrative form(s) and transcript(s) indicating satisfactory completion of the course(s) taken before a change in horizontal salary schedule placement will become effective. This notice of course completion shall be provided to the superintendent by November 1.

8.6 Any full-time teacher actively engaged in teaching on or before January 15th of any school year and continuously employed thereafter on a full-time basis, shall be given full credit for one (1) year of service.

8.7 The School Board agrees to hire teachers with appropriate licensure and endorsement for regular teaching assignments in accordance with the regulations of the Vermont Agency of Education. No teacher shall be assigned to teach outside of his/her area(s) of licensure and endorsement. A teacher must maintain appropriate endorsement for his/her area(s) of instruction.

8.8 All administrative and teaching vacancies will be posted on SchoolSpring, and on a bulletin board in the administrative office of the principal. Extra-curricular vacancies may be posted on SchoolSpring and/or notification provided through email, and on a bulletin board in the administrative office of the principal.

#### **ARTICLE 9: SCHOOL CALENDAR**

9.1 The Superintendent will consult with the Association before the calendar is finalized. However, final determination of the calendar shall rest solely with the Administration.

9.2 The work year will be 190 days, no more than 180 of which shall be teaching days. School shall not be scheduled on Town Meeting Day. Any orientation days shall be scheduled within 5 weekdays of the opening of school.

9.3 Non-teaching days:

- 1) Non-teaching days will be used for a variety of purposes including, by way of example, but not limitations: planning, program development, training, parent conferences, summer institutes, and activities designed to address individual, group, and school-wide needs.
- 2) One non-teaching day will be a teacher-directed day to be worked within 10 days of the first regularly scheduled work day for teachers.

- 3) Non-teaching days must be scheduled to be contiguous with other regularly scheduled school days (i.e. not between vacation days).

9.4 Family-Teacher conferences will be scheduled in each building in consultation with the Association based on the needs of each unit/building. The time designated for Family-Teacher conferences will be counted as in-service/professional development time. Family-Teacher conferences will count for the equivalent of one (1) professional development day and may be scheduled as half days in the Fall and the Spring semesters. Family-Teacher conferences may be conducted outside the scheduled day or outside the regular school day to accommodate the needs of families and may be conducted virtually with the agreement of the teacher and a participating family. If a Family-Teacher conference is conducted virtually teachers do not have to be in their school buildings. The building principal will excuse a teacher after their last conference of the scheduled Family-Teacher conference day.

9.5 Professional Development Committee: The purpose of the professional development committee (which may go by a different title) will be to help identify professional development needs and to offer suggestions regarding organization and content of district wide professional development activities. The committee will be chaired by the Director of Curriculum, Instruction, and Assessment and will include representation from each school across grade level and content area. Representatives will be jointly approved by the Association and Administration.

## **ARTICLE 10: TEACHING CONDITIONS**

10.1 Teachers are professional employees. Teachers will meet their professional obligations and structure their workday to achieve this end. The length of the assigned teacher workday within each school will be substantially equivalent for all full time teachers, and will be 7 hours and 30 minutes. The work day will include time prior to the start and/or after the end of regular classes to total 30 minutes for the purpose of preparation, planning, collaboration, meetings, and/or student support as arranged by the individual teacher. Individuals employed in non-regular classroom positions will be

scheduled in a manner to assure accessibility by children. These schedules will be designed with staff input, with final determination made by the administration.

10.2 The work week for teachers will consist of days Monday through Friday, and shall not include Saturdays, Sundays, or vacations as established by the school calendar. Under exceptional circumstances and by mutual agreement of the Board and the Association teacher work days may be scheduled on any day.

10.3 When early dismissal of students is required because of emergency conditions, including but not limited to weather, all teachers will be dismissed as soon as all students for whom they are responsible have been officially determined to have left the school grounds, whether on foot, by bus, or other transportation.

10.4 Teachers may be required to attend up to four (4) faculty or other professional meetings per month outside of the normal workday without additional compensation. All required meetings will have a minimum of 48 hours prior notification. Required meetings will not exceed two (2) hours in duration. All meetings held before school will be by mutual agreement between faculty and administration.

10.5 Teachers' participation in extracurricular activities that extend beyond the school day shall be voluntary.

10.6 An attempt shall be made by the administration to obtain qualified substitutes for all teachers who are absent.

10.7 Each teacher will receive a duty-free lunch during regular lunch periods. The minimum length of the duty-free lunch will be the same as the lunch periods that are provided for students.

## **ARTICLE 11: NEGOTIATIONS**

11.1 Not later than November 1 of the school year, in which this Agreement expires, the Board agrees to enter into negotiations with the Association over a successor Agreement, in accordance with the procedures set forth in 16 VSA, Chapter 57. Such

negotiations may include any matter covered by this Agreement, or which by law is held to be negotiable.

## **ARTICLE 12: INSURANCE**

12.1 Pursuant to 16 V.S.A. chapter 61 (Commission on Public School Employee Health Benefits) 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 agreement incorporating the terms of the statewide health insurance bargaining found in Appending C-1 or C-2 of this collective bargaining agreement, as applicable.

### 12.2 GENERAL PROVISIONS:

Teacher contributions to the cost of health insurance premiums will be made by payroll deduction on a pre-tax basis through a Section 125 Plan administered by the employer.

Payments for eligible OOP charges incurred will be made automatically to the Provider whenever possible; the District may also issue debit cards to facilitate such payments. Employees who have established a Flexible Spending Account (FSA) under the BUUSD Flexible Benefits Plan may use District issued debit cards for their own qualified out of pocket expenses. The BUUSD Flexible Spending Account (FSA) document will allow employees to roll over funds in the employee's FSA from one calendar year to the next to the extent allowed by law.

12.3 Should a national health or state single payer program be enacted the Board reserves the right to reopen negotiations with the Association on this Article.

12.4 The school district shall pay 100% of the cost of a group term life insurance in the amount of \$25,000 with double indemnity based on \$25,000.

12.5 Health and/or insurance coverage shall become effective and terminate as allowed by the carrier, as prescribed by law, and as set forth in Appendix C-1 or C-2 as applicable.

A. In the event of the death of an insured teacher during the contract year, the district will continue its share of payment for single, two-person, parent-child(ren) or family health coverage, if any, for the teacher's covered dependents through the end of the calendar month following the date of the teacher's death.

B. Teachers applying for change in insurance status (to single, two-person, parent-child(ren) or family coverage) shall have their new coverage effective upon acceptance by the insurance carrier and subject to the requirements of the Section 125 Plan.

- 1) The district's contribution toward insurance coverage shall cease as of the date of termination of employment in those cases where a teacher is released from his/her contract in accordance with Article 3.
- 2) The district's contribution toward insurance coverage shall cease as of August 31 next following the nonrenewal of a teacher's contract.
- 3) The district's contribution toward insurance coverage shall cease as of August 31 next following a teacher's reduction in force.

12.6 The school district shall pay an annual sum of one thousand dollars (\$1,000) to any teacher who chooses not to participate in the district's group medical insurance program, unless the teacher received health insurance coverage as the dependent of another person employed within and receiving health insurance coverage from either the Barre Unified Union School District or any other public school system in Vermont. Teachers who elect to receive this option shall be paid in a lump sum payment. The lump sum payment shall be made at the date nearest the last payroll period in June. Any teacher electing this option shall provide proof of health insurance coverage from another source other than a Vermont public school system. A teacher electing the cash in lieu of insurance option shall notify the Superintendent and provide proof of alternative insurance coverage annually prior to the end of open enrollment. New employees electing this option will notify the Superintendent and provide proof of alternative insurance coverage within thirty (30) days of employment.



A teacher may receive coverage under the district's group health insurance plan as either the primary covered person or as a dependent, but not both.

#### 12.7 DENTAL INSURANCE

- A. The Board agrees to provide single dental insurance coverage, VEHI NEDD (New England Delta Dental) coverage B (child orthodontics) for each eligible teacher.
  
- B. If any employee chooses a two-person or family membership, s/he shall pay any additional premium costs over a single premium membership. Teachers will contribute their share of the premium cost for the coverage selected via automatic payroll deductions.
  
- C. The insurance coverage year shall be from January 1 through December 31. Teachers who are issued employment contracts after September 1 shall be eligible to enroll in the dental plan subject to the regulations of the insurance carrier.
  
- D. This insurance coverage shall terminate as provided in 12.5 E of this Agreement.

12.8 The school district agrees to provide group long term disability ("LTD") insurance, and the Association agrees to accept any additional benefits included with the disability policy in place, to all teachers who are eligible to receive benefits under the terms of this Agreement. Disability coverage will begin after meeting the eligibility requirements for receiving benefits under the disability plan, including a ninety (90) day elimination period. Disabilities are only those medical conditions as defined as disabilities by the carrier and covered by said insurance policy. The benefit will cover sixty percent (60%) of monthly earnings up to a maximum benefit of \$6500 per month. A teacher experiencing a long term illness or disability shall make a timely application for benefits under the LTD Plan. A teacher who qualifies for benefits under the LTD Plan may use accrued sick leave to make up the difference between the amount paid by the insurance carrier and the teacher's regular base salary, but may not draw leave from the sick leave bank for this purpose.

**ARTICLE 13: TEACHER COMPENSATION**

13.1 The Board agrees to deduct, upon request of a teacher, deductions in the following areas:

- A. Professional Dues
  
- B. Section 125 – pretax plan:
  - Health Insurance Premium
  
  - Dental Insurance Premium
  
  - Dependent Care Flexible Spending Account
  
  - Health Flexible Spending Account
  
- C. Direct Deposit
  
- D. 403(b) Plans

13.2 Any teacher who elects to join the Association may sign and deliver to the Business Office an assignment authorizing payroll deduction in substantially equal installments for such dues. The district agrees to deduct from the salaries of its teachers' dues as said teachers individually and voluntarily authorizes the district to deduct. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 to June 15 of any year. Pursuant to such authorization, the district will deduct membership dues in substantially equal installments over a twelve (12) month period beginning with the first paycheck in September or the first paycheck following a new member enrollment in the Association and transmit the moneys deducted, and a record of the deductions to the treasurer(s) of the Association. When a new teacher is hired, the district will provide that new teacher's name to the Association in writing within thirty (30) days of the date of hire. Should a teacher cease payroll deductions for Association membership dues, the district will provide the teacher's name to the Association in writing within thirty (30) days of notification to cease deductions. The

district also agrees to continue to administer any other payroll deductions currently in existence and pursuant to Article 13.1.

13.3 Teachers shall be paid according to the salary schedule in Appendix A. Any teacher who advances from the maximum step on the BA column to the BA+15 column or from the maximum step on the BA+15 column to the BA+30 column shall only advance one vertical step on the respective BA+15, or BA+30 column. Teachers who are 'off-step' and who earn the appropriate credits for column advancement, move to the first step of the new column that results in a raise. If there is no available step for (i.e. if the teacher remains 'off-step'), the teacher receives the raise described in Appendix A. If a teacher who is 'off-step' advances to a column to which there is no step which gives a raise, that teacher remains 'off-step' until such a time as the teacher can move to a column which gives a raise. The teacher receives the appropriate 'off-step' raise.

13.4 All Behind-the-Wheel Driver's Education instruction which is not completed as part of a teacher's FTE work day will be compensated at the hourly driving rate contained in the co-curricular salary schedule.

13.5 Teachers shall be paid by electronic deposit every other Thursday for a total of twenty-six (26) equal pay periods.

13.6 Each teacher shall be entitled to advance payment or reimbursement of tuition for credit-bearing graduate level courses up to the dollar value of the current year's Fall tuition rate of either (a) three (3) University of Vermont graduate level credits; or (b) six (6) University of Vermont graduate level credits if enrolled in either an advanced degree program beyond bachelor's or another educational program (including a C.A.S. program) approved by the superintendent. Undergraduate level courses taken for licensure will be approved. Undergraduate level courses taken by teachers employed at CVCC will be approved. Other undergraduate level courses may be eligible for reimbursement with the advance approval of the Superintendent, which approval shall not unreasonably be denied. If the teacher attends another institution, the teacher will be entitled to advance payment for however many credits may be purchased with this dollar amount. Books, travel, service charges, user fees, library fees, registration fees and other expenses shall not be reimbursed under this section but are the responsibility of the teacher.

- a. The approval of the superintendent, or his/her designee, shall be obtained prior to enrolling in courses offering:
  - i. Credit(s) earned at an accredited college or university;
  - ii. Credit(s) for recertification;
  - iii. Credit(s) earned for courses, workshops, professional development programs, or other educational activities that are related to a teacher's field of teaching;
  - iv. Credit(s) required by the administration.
- b. Payment shall be for the actual cost of tuition but the maximum amount shall not exceed the resident fee charged by the University of Vermont for graduate level credits at the time the course was taken.
- c. Advance payment of tuition costs shall be provided on behalf of a teacher for courses taken during the year starting July 1 and ending June 30.
- d. Credits shall be recognized when the teacher submits proof of satisfactory completion of the course work. Said proof must be provided by February 1 for courses taken in the fall semester, June 15 for courses taken in the spring semester, and October 1 for courses taken in the summer semester. Failure to provide said proof by the deadlines established herein and/or failure to successfully complete the course with a grade of "B" or better shall result in deductions being made from the teacher's salary in an amount equal to any advance payments paid on behalf of the teacher.
- e. The teacher benefitting from payment of course(s) commencing and taken during the second half of the school year or during the following summer shall return to the school system to teach during the school year next following. A teacher who does not return will be expected to reimburse the district for the costs of the courses. If a teacher fails to return to the district after a course taken during the spring or summer of the previous school year the teacher shall be liable to the district for the full amount of any payments paid by the district in connection with

such courses. However, a teacher who fails to return to the district due to a RIF shall not be liable to the district for any such payments received.

- f. The Superintendent, at his or her discretion, may approve the payment of the actual tuition costs above the UVM rate for a course.
- g. Application for approval of courses and (1) advance payment; or (2) reimbursement of tuition costs associated with the course(s) at issue shall be made on a form developed and approved by the Superintendent.

13.7 When mutually agreed upon by teacher(s) and administration, many activities such as planning, curriculum, scheduling, or other similar activities may be done outside of the regular school day or year. Teacher compensation will be at the rate of \$25 per hour.

13.8 Teachers will be compensated at the current IRS mileage rate whenever they use their automobiles during the school day to conduct official school business which has been specifically authorized and approved by the administration. Teachers who regularly travel between schools within the district as part of their normal teaching assignment shall receive a one-hundred fifty (\$150) dollar per year mileage stipend in lieu of the aforementioned mileage reimbursement rate.

#### **ARTICLE 14: RETIREMENT**

14.1 An employee who retires shall receive the amount of fifteen dollars (\$15) per day of severance pay for accumulated unused sick leave up to one-hundred (100) days.

14.2 In any given school year the Board may, at its option, design and publicize a retirement incentive for teachers. The terms and conditions of the incentive are entirely up to the Board as long as the same incentive is made equally available to every qualifying teacher. Offering a retirement incentive in one year does not obligate the Board to offer the same or a different incentive in any other year.

## **ARTICLE 15: ACCUMULATED SICK LEAVE**

15.1 Sick leave will be provided for a teacher's personal illness, medical appointments, or medical condition, and sick leave may also be used for a teacher to attend to the illness or medical condition of a member of the teacher's immediate family as family is defined by FMLA/VPFLA, as provided in this Article. The Superintendent may request a medical certification to verify any illness or medical condition.

After five (5) consecutive sick days, the Superintendent may require a physician's statement verifying the illness and/or the fitness of the teacher to return to work. When such examinations are required, the cost, unless covered by medical insurance as provided in Article 12, will be borne by the School District.

15.2 Unused sick leave shall accumulate from school year to school year. A teacher may accumulate these days at the rate of fifteen (15) days per year. On June 30 of each year any unused sick days over one hundred (100) shall automatically be donated to the Sick Leave Bank (the sick leave bank will have no limits on the amount of days it contains and cannot be exhausted). On July 1 of each year, 15 days shall be added to the sick day balance of each teacher, allowing them to start the new year with up to one-hundred fifteen (115) days. Teachers who have more than one-hundred (100) sick days accumulated as of June 30, 2017 will not be awarded any additional sick days until their use of accrued days drops their balance to one-hundred (100) or below.

15.3 Each teacher shall be required to provide notice using established procedures indicating the day(s) of sick leave used.

15.4 A teacher who has exhausted sick leave may be granted an unpaid medical leave of absence of up to one (1) year for extended illness that does not qualify for LTD insurance. A teacher on an unpaid medical leave of absence will continue to receive term life insurance. A teacher on an unpaid medical leave of absence who is eligible to continue in the group medical and/or dental plan may continue in either plan. Unless otherwise provided by law, a teacher on an unpaid medical leave of absence who chooses to continue on one of these plans shall pay the full cost of premium for the health and/or dental insurance plan selected in accordance with a payment schedule

provided by the District. The District may require appropriate medical documentation before approving the leave.

15.5 Any teacher may request the use of days from the Sick Leave Bank under the conditions noted herein. Such requests will be submitted, in writing, to the Superintendent who shall have the discretion to grant or deny such requests. Use of these days must be consistent with the following provisions.

A. The teacher must be suffering from a serious illness or medical condition. These days may not be used for any other purpose, including by way of example but not limitation, extending a normal pregnancy leave, elective procedures or the illness of a family member.

B. The recipient(s) must have exhausted all personal sick leave.

C. Recipients may use no more than a total of 40 days during any school year, except in the following case:

- A teacher experiencing a long-term illness or medical condition shall make a timely application for benefits under the LTD Plan, and may draw sick leave from the bank as necessary only to meet the elimination period under the LTD Plan.

D. The recipient must provide a doctor's certificate indicating the nature of the serious illness or medical condition as well as the date the teacher is expected to return to work. At the option of the Superintendent, a second opinion may be required. If a second opinion is requested, the Superintendent and the Association will work together to identify the doctor who will provide the second opinion at no expense to the employee.

15.6 Teachers starting employment after the start of the contract year will receive a reduced portion of the 15 sick days which will be prorated to the actual number of school days remaining in the contract year. Teachers leaving employment prior to the end of the contract year will have their sick days for that contract year reduced and prorated to the actual number of days worked in the contract year. Teachers using sick

days used in excess of their prorated balance shall have the dollar value deducted from their last payroll(s).

#### **ARTICLE 16: PARENTAL LEAVE**

16.1 A parental leave of absence shall be granted to any teacher, upon written request to the Superintendent. Such leave shall be limited to one year's duration. Teachers may return at a time that is agreed upon by both teacher and administrator subject to the approval of the Superintendent. Such leave shall be for the purpose of child adoption and/or child rearing of an infant child (up to two years of age). A parental leave will be granted for the purpose of adoption up to a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption.

16.2 All benefits shall be returned to the teacher upon his/her resuming service in the school district, except as such benefits are modified by the agreement in force on the date of return. Teachers on such leave may remain in the group insurance plan(s) if the teacher pays all premiums due prior to the date the school district payment is made. This provision shall be subject to the regulations of the carrier.

16.3 The teacher on parental leave shall return to the same position held at the time when the leave was taken, if said position exists. If said position does not exist, the teacher on leave retains his/her rights under Article 5 of this contract.

#### **ARTICLE 17: PERSONAL LEAVE**

17.1 In addition to sick leave, a teacher may be granted up to three (3) days paid personal leave for business, legal, family or emergency matters which cannot reasonably be accomplished outside of school hours. Included within these categories could be court appearances, legal conferences, business transactions, attendance at funerals not covered by bereavement leave, weddings and graduations. This leave is not intended to be used to accompany a spouse or partner on a business, pleasure or shopping trip or to extend a vacation or weekend. A teacher shall submit the personal leave request to their supervisor at least forty eight (48) hours in advance, except in case of emergency. In the event a teacher does not use all of their personal leave in one school year, the remaining



days will be awarded to the Teacher as sick days and be added to the sick days the teacher has accumulated thus far. emergency cases, more than three (3) days may be granted by the Board. Except for in extenuating circumstances, all requests for use of personal leave require prior notification and approval of an administrator.

17.2 Up to five (5) additional days will be granted in the event of death of any of the following: the teacher's spouse or civil union partner, children, parents, grandparents, siblings, step-children, step-parents, in-laws, step siblings, or persons considered a member of the immediate family residing within the household. One (1) day shall be granted in the event of death of any of the following: aunt, uncle, niece, nephew, and cousins.

The Superintendent or designee may approve a request for bereavement leave upon the death of an unrelated person who is shown to have been in a significant familial relationship to the employee.

17.3 A teacher called for jury duty shall be excused from work as found necessary by the court. However, the teacher must inform the appropriate administrator as soon as notice from the court is received and shall verify the dates of actual jury duty. If a teacher is either released by the court before their hours of employment are over or able to report to work before court duty is required, the teacher is required to report to work. Compensation for each day of jury duty will be at the teacher's regular daily rate less the amount paid by the court.

## **ARTICLE 18: SABBATICAL LEAVE / PROFESSIONAL LEAVE**

18.1 Sabbatical leave may be granted to a teacher by the Board for study or other reasons of value to the school system, subject to the following:

A. Unless otherwise agreed, if there are sufficient qualified applicants and the Board elects to approve a sabbatical, the Board may limit sabbatical leave to a maximum of one (1) teacher per school per year. The Board's decision to approve or disapprove a sabbatical request will not set a precedent and may not be grieved.

B. Requests for sabbatical leave must be received by the superintendent, in writing, in such form as may be mutually agreed upon by the Association and the superintendent no later than December 1; and action must be taken on all such requests no later than January 1 of the school year preceding the school year for which the sabbatical leave is sought.

C. To be eligible for sabbatical leave a teacher must have completed at least five (5) full school years of service with the district. A teacher who has received sabbatical leave must teach for 5 years following the sabbatical leave before applying for another sabbatical leave.

D. A teacher on sabbatical leave for a full school year shall be paid by the Board at the rate of sixty percent (60%) of the salary rate which he/she would have received if he/she had remained on active duty. A teacher on sabbatical leave for  $\frac{1}{2}$  of a school year shall be paid one hundred (100%) percent of salary for the sabbatical period.

E. Teachers on approved sabbatical leave shall be eligible to continue in all benefit programs they participated in while actively employed, subject to the rules and regulations of the group insurance carrier and further subject to payment by the teacher of any negotiated teacher contribution to the cost of the benefits elected.

F. Upon return from sabbatical leave, the teacher will be reinstated to his/her former position, if said position exists, or if it does not, to a substantially equivalent position. If said position does not exist, the teacher on leave retains his/her rights under Article 5 of this agreement.

G. A teacher who receives a one-year sabbatical leave shall agree to return to teach for two (2) full school years after the sabbatical ends. A teacher who receives a half-year sabbatical shall agree to return to teach for one (1) full year after the sabbatical ends. A teacher who fails to complete this commitment without the authorization of the Board, except in the case of RIF or disabling illness or injury, will return to the Board in whole the sabbatical sums advanced

and will be liable to the Board for all costs of collection including reasonable attorney fees, plus interest from the date of failure to return to work to the date of payment at the highest prime rate of interest charged by any bank in Barre, Vermont on such date of termination.

18.2 A teacher hired to take the place of a teacher on sabbatical leave will work under replacement teacher terms.

18.3 A teacher on sabbatical leave shall retain the following benefits (as listed below) as long as he/she upholds the commitment for which leave was granted, unless the commitment is broken due to severe extenuating circumstances:

A. The teacher may continue in the group medical plan as long as the teacher makes the regular teacher contributions to premium cost. In the event a teacher fails to return from leave, he/she shall reimburse the district for payments made by the district for medical insurance during the period of such leave. Reimbursement is to be made to the school district within thirty (30) days of the notice that the individual will not be returning to work. The Association will not be liable for recovering medical insurance reimbursements.

B. Retirement contributions, if paid by the teacher.

C. Sick days accumulated at the time the leave commenced.

D. Course reimbursement as otherwise provided for in this contract.

E. Term life insurance and long-term disability insurance.

F. Course reimbursement as otherwise provided for in this contract.

Furthermore, a teacher on leave under the provisions of Section 18.1 shall not lose any salary increment or step advancement which accrues to a teacher not on leave as long as the provisions of 18.1 are met.

## **ARTICLE 19: PROFESSIONAL DAYS**

19.1 Each teacher may, with prior approval of the Superintendent, have short-term professional leave for the purpose of visiting other schools and/or attending conferences.

19.2 All teachers on short-term professional leave in accordance with 19.1, shall be reimbursed for round-trip mileage at the Internal Revenue Service (IRS) rate per mile. The food/incidental reimbursement rate for teachers on professional days shall be forty dollars (\$40.00) per day or the actual costs, whichever is less. If overnight lodging is required for approved professional days, the District will pay the entire cost. All detailed receipts as well as a certificate of attendance must be presented before reimbursement is made.

## **ARTICLE 20: TEACHER EVALUATION**

20.1 All monitoring and/or observation of the work performance of teachers shall be conducted openly. The use of public address, audio, video systems, or similar surveillance devices for eavesdropping shall be strictly prohibited. Videotaping within the classroom shall be by teacher permission only.

If an administrator overhears or observes an incident of concern, the incident shall be discussed with the teacher in a timely manner. If the issue of concern has been discussed previously, it is appropriate to add the issue to the teacher's evaluation or staff development plan.

If a teacher violates the contract, the violation shall be discussed with the teacher. The teacher shall be warned and a written reprimand shall be placed in his/her file if the problem persists.

20.2 Teachers will be given a copy of any written observation report prepared by an administrator within 3 days of any class visit, and will be entitled to a conference to discuss said report. This may be done electronically through TeachPoint or similar means.

20.3 Teachers will have the right, upon request and subject to reasonable rules of procedure as set forth by the Superintendent, to review the content of their personnel files, and to make a copy of any documents contained therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review. A teacher will have the right to indicate those documents and/or other materials in his/her files that he/she believes to be obsolete or otherwise inappropriate for retention. Such documents will be reviewed by an appropriate member of the office of the Superintendent or Principal, and if the reviewing administrator agrees, they will be destroyed. However, in all cases, the decision of the Superintendent or his/her designated agent shall be final.

20.4 Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it will not establish separate confidential files except as required by law.

20.5 Criticism or complaints regarding the performance or conduct of a teacher that come to the attention of an administrator shall be communicated promptly to the teacher. If action is taken by the Administration which is based on the criticism or complaint, the administrative memorandum and the attendant documents including original complaint(s) shall be included in the file. Criticism or complaints which do not result in administrative action shall not be referenced in the personnel file. If materials are placed in the teacher's file, the teacher shall sign the file copy and have the opportunity to file a written reply.

20.6 The official personnel file shall be maintained in the Superintendent's Office. For convenience a copy of the teacher's personnel file may also be maintained in the Principal's Office. Provisions of this Article shall apply to both the official personnel files maintained in the Superintendent's Office and the copy of the personnel file maintained in the Principal's Office.

## **ARTICLE 21: GENERAL PROVISIONS**

21.1 Any contract between the Board and an individual teacher hereafter executed shall be consistent with, and not in conflict with the terms and conditions of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract during its duration shall be controlling.

21.2 The Barre Unified Union School District is an equal opportunity employer. In accordance with anti-discrimination law, it is the purpose of this policy to effectuate these principles and mandates. The Barre Unified Union School District prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, age, national origin, disability status, protected veteran status, or any other characteristic protected by law. The Barre Unified Union School District conforms to the spirit as well as to the letter of all applicable laws and regulations.

21.3 Copies of this Agreement will be distributed electronically as soon after ratification as is feasible, and presented to all teachers now employed or hereafter employed by the school district. The Agreement will also be available on the district website.

21.4 This Agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the parties in written and signed amendment to this Agreement.

## **ARTICLE 22: SEVERABILITY**

22.1 If any provision of this Agreement is, or shall be held to be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

22.2 In the event that any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, all other provisions of the Agreement shall continue in effect.

## **ARTICLE 23: DURATION**

23.1 The provisions of this Agreement will be effective as of July 1, 2021 and will continue and remain in full force and effect until June 30, 2023. This Agreement will automatically be renewed, and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than November 1, prior to the expiration date or any anniversary thereof, of its desire to reopen this Agreement, and to negotiate upon terms of a successor Agreement. Until such time as a successor agreement is adopted, all provisions of this agreement will remain in effect.

## **ARTICLE 24: SUB-CONTRACTING**

Subcontracting will not be allowed except in the following circumstances:

- A. Services currently performed by Washington County Mental Health or similar services provided by another vendor may be contracted out.
- B. After school and evening programs (as opposed to extra-curricular activities set forth in the Master Agreement) may be contracted out.
- C. Services that are strictly supplemental to existing programs covered by the contract may be contracted out. However, district programs and services that exist by virtue of being offered to students currently or by their inclusion in a Program of Studies, or the expansion of said programs (e.g., AP French), shall constitute bargaining unit work and shall not be contracted out, except in cases where (1) there is not a licensed and qualified teacher available on staff to teach the course and the district, after a good faith effort, is unable to recruit a licensed and qualified person to teach the offering; or (2) there is insufficient enrollment (fewer than 6 students, unless a greater number is agreed to by the Association).
- D. Education services other than those listed above shall be discussed on an as needed basis, but with the express understanding that neither side is obligated to

reach an agreement, and such discussions are outside the scope of statutory impasse proceedings.

E. Drivers Education services may be contracted out during the summer recess.

F. Based on the needs and interests of students, and in order to facilitate multiple pathways to learning and personal learning plans, on-line courses are permitted for credit recovery, when a student cannot fit a desired course into their schedule due to conflicts or time available or when the course is not offered that semester.

G. As part of the implementation of statutory educational requirements, such as Act 77 (Flexible Pathways) and Act 166 (Universal PreK).



**SIGNATURE PAGE**

Executed this 19<sup>th</sup> day of February, 2022

FOR: Barre Unified Union School District

By:  \_\_\_\_\_  
School Board Chair

Executed this 19<sup>th</sup> day of February, 2022

FOR: Barre Educators Association

By:  \_\_\_\_\_  
Association President

**Appendix A: Salaries**

**SD#97 2021-2022 Salary Schedule**

STEP	B	B15	B30	M	M15	M30
1	1.0000	1.0500	1.1000	1.1500	1.2000	1.2500
2	1.0425	1.0925	1.1425	1.1925	1.2425	1.2925
3	1.0850	1.1350	1.1850	1.2350	1.2850	1.3350
4	1.1275	1.1775	1.2275	1.2775	1.3275	1.3775
5	1.1700	1.2200	1.2700	1.3200	1.3700	1.4200
6		1.2625	1.3125	1.3625	1.4125	1.4625
7		1.3050	1.3550	1.4050	1.4550	1.5050
8		1.3475	1.3975	1.4475	1.4975	1.5475
9		1.3900	1.4400	1.4900	1.5400	1.5900
10		1.4325	1.4825	1.5325	1.5825	1.6325
11			1.5250	1.5750	1.6250	1.6750
12			1.5675	1.6175	1.6675	1.7175
13			1.6200	1.6700	1.7200	1.7700

STEP	B	B15	B30	M	M15	M30
1	\$40,430	\$42,452	\$44,473	\$46,495	\$48,516	\$50,538
2	\$42,149	\$44,171	\$46,192	\$48,214	\$50,235	\$52,257
3	\$43,868	\$45,889	\$47,911	\$49,932	\$51,953	\$53,975
4	\$45,586	\$47,608	\$49,629	\$51,651	\$53,672	\$55,694
5	\$47,304	\$49,325	\$51,347	\$53,368	\$55,390	\$57,411
6		\$51,044	\$53,065	\$55,087	\$57,108	\$59,130
7		\$52,762	\$54,784	\$56,805	\$58,827	\$60,848
8		\$54,481	\$56,502	\$58,524	\$60,545	\$62,567
9		\$56,198	\$58,220	\$60,241	\$62,263	\$64,284
10		\$57,917	\$59,938	\$61,960	\$63,981	\$66,003
11			\$61,657	\$63,678	\$65,700	\$67,721
12			\$63,375	\$65,397	\$67,418	\$69,440
13			\$65,497	\$67,519	\$69,540	\$71,562

1. Three and 3/4 percent (3.75%) or \$617,872. BA base becomes \$40,430; all other steps adjusted per the index.

2. Eligible teachers advance one step from 2020-2021 step. Teachers eligible to move a column advance once column and one step, if available, except as provided in Article 13.3.
3. Teachers “off step” in 2020-2021 remain “off step” in 2021-2022 and receive a 2.28% raise. This new salary becomes the teacher’s salary for future salary calculations.
4. New teachers are placed on a column and step appropriate for their education and experience. (YOE + 1 if the step is available, the top step of the column if it is not.)

### SD#97 2022-2023 Salary Schedule

STEP	B	B15	B30	M	M15	M30
1	1.0000	1.0500	1.1000	1.1500	1.2000	1.2500
2	1.0425	1.0925	1.1425	1.1925	1.2425	1.2925
3	1.0850	1.1350	1.1850	1.2350	1.2850	1.3350
4	1.1275	1.1775	1.2275	1.2775	1.3275	1.3775
5	1.1700	1.2200	1.2700	1.3200	1.3700	1.4200
6		1.2625	1.3125	1.3625	1.4125	1.4625
7		1.3050	1.3550	1.4050	1.4550	1.5050
8		1.3475	1.3975	1.4475	1.4975	1.5475
9		1.3900	1.4400	1.4900	1.5400	1.5900
10		1.4325	1.4825	1.5325	1.5825	1.6325
11			1.5250	1.5750	1.6250	1.6750
12			1.5675	1.6175	1.6675	1.7175
13			1.6200	1.6700	1.7200	1.7700

Year 22/23						
Base Increase			\$1,085			
STEP	B	B15	B30	M	M15	M30
1	\$41,515	\$43,591	\$45,667	\$47,743	\$49,818	\$51,894
2	\$43,280	\$45,357	\$47,432	\$49,508	\$51,583	\$53,660
3	\$45,045	\$47,120	\$49,196	\$51,271	\$53,349	\$55,423
4	\$46,809	\$48,885	\$50,961	\$53,037	\$55,112	\$57,188
5	\$48,573	\$50,649	\$52,725	\$54,800	\$56,876	\$58,952
6		\$52,414	\$54,489	\$56,566	\$58,641	\$60,717
7		\$54,177	\$56,254	\$58,329	\$60,405	\$62,480
8		\$55,943	\$58,018	\$60,094	\$62,170	\$64,246
9		\$57,706	\$59,782	\$61,858	\$63,934	\$66,009
10		\$59,472	\$61,547	\$63,623	\$65,698	\$67,775
11			\$63,311	\$65,386	\$67,463	\$69,538
12			\$65,076	\$67,152	\$69,227	\$71,303
13			\$67,255	\$69,331	\$71,406	\$73,482

1. Three and 9/10 percent (3.9%) or \$672,759 new money. BA base becomes \$41,515; all other steps adjusted per the index.

2. Eligible teachers advance one step from 2021-2022 step. Teachers eligible to move a column advance once column and one step, if available, except as provided in Article 13.3.
3. Teachers “off step” in 2021-2022 remain “off step” in 2022-2023 and receive a 2.68% raise. This new salary becomes the teacher’s salary for future salary calculations.
4. New teachers are placed on a column and step appropriate for their education and experience. (YOE + 1 if the step is available, the top step of the column if it is not.)

**Appendix B: Co-Curricular Compensation**

1. High School Department Heads will be compensated at 8% of base salary for each contract year, which may be shared by more than one individual with the approval of the administration.
  
2. Driver’s Education: \$35.00 per hour for driving lessons and observation time before, during and after-school or on weekends, vacations or during summer recess for the term of this Agreement.
  
3. Teachers who achieve and maintain National Board Certification will receive an annual bonus of \$1000. This bonus will be paid retroactively for teachers who are currently employed, received and maintained National Board Certification in prior years.
  
4. Athletics

Category	Stipend (percentage of base on salary schedule)	
1	11 - 15%	Football, Hockey, Wrestling, Basketball
2	9 - 13%	Baseball, Softball, Soccer, Field Hockey, Indoor Track, Outdoor Track, Cross Country, Lacrosse, Band (HS)
3	8 - 12%	Middle School Basketball (MS)
4	6 - 10%	Tennis, Ultimate Frisbee, Soccer (MS), Cross Country (MS), Field Hockey (MS), Softball (MS), Baseball (MS)
5	4 - 6%	Cheerleading (MS), Golf, Track (MS–BC/BT)

- All sports are high school unless noted as middle school (MS)

- The Superintendent or designee will approve funding for any new sport or dis-approve funding for any sport which was in existence the previous year on or before October 1.
- Coaches/advisors in their first two years in the role for an approved sport will receive the lowest percent in the stipend range. For each successive year of experience the coach/advisor will receive an additional percent until the top of the stipend range is reached.
- All assistant/JV coaches will be compensated one category lower than Varsity Coaches.
- Any new sport will start in Category 5 and remain there for the duration of the contract unless mutually agreed upon by both parties.
- On an annual basis, and prior to the start of school, the Superintendent or designee and the Association shall review the placement of positions in category and make any changes as mutually agreed upon.

5. Clubs

Category	Stipend (percentage of base on salary schedule)	
A	8 - 12%	Drama Club (HS), Yearbook (HS), Student Council (HS), Student Council (BT)
B	6%	National Honor Society (HS), Drama Club (BT), Stage Band (HS), Yearbook (BT)
C	3%	Senior Class Advisors (HS), Math Club (HS)
D	2%	Magic Club (BC & BT), Magic the Gathering (HS), Open Studio (HS), Quidditch (HS), S.A.F.E. (HS), Key Club (HS)
E	1%	Girls Running Club (BT), Boys Running Club (BT), Chess Club (HS), Gay-Straight Alliance (HS), Geo Club (BC), HAWK (HS), Hunting and Fishing (HS), Open Gym – Basketball (HS), SADD (HS), Unified Sports (all schools), Field Hockey Club (BT), Elementary & Middle

		School Band (BC & BT), Chorus (BC, BT & SHS)
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- The Superintendent or designee will approve funding for any new club or dis-approve funding for any club which was in existence the previous year on or before October 1.
- Advisors in their first two years in the role for an approved club in Category A will receive the lowest percent in the stipend range. For each successive year of experience the advisor will receive an additional percent until the top of the stipend range is reached.
- Any new club will start in Category E and remain there for the duration of the contract unless mutually agreed upon by both parties.
- On an annual basis, and prior to the start of school, the Superintendent or designee and the Association shall review the placement of positions in category and make any changes as mutually agreed upon.



## **Appendix C**

12.1 Pursuant to 16 V.S.A. chapter 61 (Commission on Public School Employee Health Benefits) 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 agreement incorporating the terms of the statewide health insurance bargaining found in Appendix C-1 or C-2 of this collective bargaining agreement, as applicable.

Appendix C-1 is the 2020-2022 terms and C-2 is the 2023-2025 terms.

Effective January 1, 2023, grievances involving the application of the terms of the statewide health insurance shall be processed according to the statewide health care grievance procedure.

## **Appendix C-1**

### **Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61 Article I. Recognition:**

1.1 In accordance with 16 V.S.A. Chapter 61 (Act 11 of the 2018 Special Session of the Vermont General Assembly) (hereafter Act 11) , the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by Act 11. The five publicly elected school board member Commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by Act 11. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission on Public School Employee Health Benefits (Commission).

### **Article II. Definitions:**

2.1 The following definitions shall be applicable to this document of the Commission (Document):

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment

services requiring a professional administrator's license from the AOE.

- c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

### **Article III. Scope of Bargaining:**

#### **3.1**

- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
- b) Standardizing the duration of health insurance coverage during a term of employment;
- c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time.
- d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees;

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

### **Article IV. Plan Offerings:**

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

**Article V. Eligibility for Health Benefit Coverage:**

5.1 Beginning on January 1, 2021, all public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with an employer subsidy to pay for premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans (e.g., Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

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

5.3 Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a

health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.

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

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

5.6 An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy the following criteria and submit the attached affidavit to the district business office.

**Domestic Partner/Child(ren) of Domestic Partner**

The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and

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

Neither the employee nor the domestic partner is married to anyone; and The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and

The employee and the domestic partner are competent to enter into a legally binding contract; and

The employee and the domestic partner have agreed between themselves to be responsible for each other's welfare.

The employee may be required to produce documentary evidence in support of a Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership.

**Child[ren] of Domestic Partner:**

The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and

The child[ren] resides with the employee and the domestic partner; and The employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

**5.7 Duration of Insurance Availability:** the health insurance offered under this Document shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect a district or the applicable bargaining unit from negotiating

continuing responsibility for COBRA payments in connection with any separation from employment.

**Article VI. Premium Cost-sharing: Employers and Employees:**

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

**6.2 For all Other School Employees:** The premium split for support staff will be status quo in the separate districts through December 31, 2021, but in no case shall exceed twenty (20%) percent of Gold CDHP or Silver CDHP plan for any tier of coverage. Beginning on January 1, 2022 all support staff who are not at the 20% premium contribution level will increase the employee contribution by not more than two (2%) percentage points, not to exceed twenty (20%) percent for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

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

**7.1** For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of

coverage; for support staff \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP any other VEHI plan. For employees enrolled in the VEHI Silver CDHP, employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators: \$2100 for a single tier and \$4200 for all other tiers; for support staff \$2200 for a single tier and \$4400 for all other tiers.

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

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

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



contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.

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

**Article IX. General:**

9.1 All terms and conditions of this Document will be incorporated by reference into existing collective bargaining agreements in accordance with applicable laws.

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

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

**Article X. Duration of Statewide Document:**

10.1 Two and one-half years commencing July 1, 2020 (per statute) with the stipulation that the status quo prevailing in the various districts with respect to health care will remain in effect between July 1, 2020 and December 31, 2020 and to then implement the new state-wide changes on January 1, 2021 in order to correspond to the health care plan's calendar year status and IRS regulations regarding HRA/HSA funding.

**Article XI. Transitioning to a Statewide Third Party Administrator Services in the Interim:**

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

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

11.3 The TPA chosen shall be able to provide debit cards to facilitate payments when auto-payment is not an option. Debit cards must be provided to employees prior to January 1<sup>st</sup> of each year of this Document.

## **Appendix C-2**

### **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.

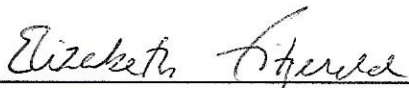
**Article XIII. Disclaimer:**

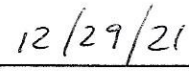
13.1 Nothing in this Agreement shall be construed to deny, restrict, or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's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

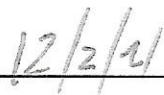
For the Employer Commissioners:

  
\_\_\_\_\_  
Elizabeth Fitzgerald, Chair, Duly authorized

  
\_\_\_\_\_  
Date

For the Employee Commissioners:

  
\_\_\_\_\_  
Michael Campbell, Chair, Duly authorized

  
\_\_\_\_\_  
Date