

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 they would have received if they had remained on active duty. A teacher on sabbatical leave for ½ 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 their 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 their 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 legal rate of interest established by Vermont statute as of the 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 they uphold 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, they 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. The teacher may continue in the group dental plan subject to the provisions of COBRA.

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 their 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 their files that they believe 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 their 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.

21.5 For the benefit of good working relationships, members of the administration and appointed members of the BEA shall meet to discuss contractual topics related to labor relations. There shall be two (2) meetings each month; one between the appointed members of the BEA and their building administrators and one between appointed members of the BEA and representatives of the District.

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, 2023 and will continue and remain in full force and effect until June 30, 2026. 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 Collective Bargaining 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 10 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 8th day of September, 2023

FOR: Barre Unified Union School District

By: 
School Board Chair

Executed this 8th day of September, 2023

FOR: Barre Educators Association

By: Rachel VanVleet
Association President

Appendix A: Salaries

SD#97 2023-2024 Salary Schedule

INDEX						
HINDEX	0.05	VINDEX	0.0425	Add to Top Step	0.01	-
Step	BA	BA15	BA30	M/ARN	M15/BRN	M30/MRN
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	1.2125	1.2625	1.3125	1.3625	1.4125	1.4625
7	1.2550	1.3050	1.3550	1.4050	1.4550	1.5050
8	1.2975	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		1.4750	1.5250	1.5750	1.6250	1.6750
12		1.5175	1.5675	1.6175	1.6675	1.7175
13		1.5600	1.6100	1.6600	1.7100	1.7600
14			1.6525	1.7025	1.7525	1.8025
15			1.6950	1.7450	1.7950	1.8450
16			1.7375	1.7875	1.8375	1.8875

Step	B	B15	B30	M/ARN	M15/BRN	M30/MRN
1	\$43,250	\$45,413	\$47,575	\$49,738	\$51,900	\$54,063
2	\$45,088	\$47,251	\$49,413	\$51,576	\$53,738	\$55,901
3	\$46,926	\$49,089	\$51,251	\$53,414	\$55,576	\$57,739
4	\$48,764	\$50,927	\$53,089	\$55,252	\$57,414	\$59,577
5	\$50,603	\$52,765	\$54,928	\$57,090	\$59,253	\$61,415
6	\$52,441	\$54,603	\$56,766	\$58,928	\$61,091	\$63,253
7	\$54,279	\$56,441	\$58,604	\$60,766	\$62,929	\$65,091
8	\$56,117	\$58,279	\$60,442	\$62,604	\$64,767	\$66,929
9		\$60,118	\$62,280	\$64,443	\$66,605	\$68,768
10		\$61,956	\$64,118	\$66,281	\$68,443	\$70,606
11		\$63,794	\$65,956	\$68,119	\$70,281	\$72,444
12		\$65,632	\$67,794	\$69,957	\$72,119	\$74,282
13		\$67,470	\$69,633	\$71,795	\$73,958	\$76,120
14			\$71,471	\$73,633	\$75,796	\$77,958
15			\$73,309	\$75,471	\$77,634	\$79,796
16			\$75,147	\$77,309	\$79,472	\$81,634

2023-2024 School Year:

1. Seven percent (7%) percent new money. BA base becomes \$43,250; all other steps adjusted per the index.
2. Eligible teachers advance one step from 2022-2023 step. Teachers eligible to move a column advance one column and one step, if available, except as provided in Article 13.3.
3. 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 2024-2025 Salary Schedule

INDEX						
HINDEX	0.05	VINDEX	0.0425	Add to Top Step	0.01	-
Step	BA	BA15	BA30	M/ARN	M15/BRN	M30/MRN
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	1.2125	1.2625	1.3125	1.3625	1.4125	1.4625
7	1.2550	1.3050	1.3550	1.4050	1.4550	1.5050
8	1.2975	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		1.4750	1.5250	1.5750	1.6250	1.6750
12		1.5175	1.5675	1.6175	1.6675	1.7175
13		1.5600	1.6100	1.6600	1.7100	1.7600
14			1.6525	1.7025	1.7525	1.8025
15			1.6950	1.7450	1.7950	1.8450
16			1.7375	1.7875	1.8375	1.8875

Step	B	B15	B30	M/ARN	M15/BRN	M30/MRN
1	\$44,255	\$46,468	\$48,681	\$50,893	\$53,106	\$55,319
2	\$46,136	\$48,349	\$50,561	\$52,774	\$54,987	\$57,200
3	\$48,017	\$50,229	\$52,442	\$54,655	\$56,868	\$59,080
4	\$49,898	\$52,110	\$54,323	\$56,536	\$58,749	\$60,961
5	\$51,778	\$53,991	\$56,204	\$58,417	\$60,629	\$62,842
6	\$53,659	\$55,872	\$58,085	\$60,297	\$62,510	\$64,723
7	\$55,540	\$57,753	\$59,966	\$62,178	\$64,391	\$66,604
8	\$57,421	\$59,634	\$61,846	\$64,059	\$66,272	\$68,485
9		\$61,514	\$63,727	\$65,940	\$68,153	\$70,365
10		\$63,395	\$65,608	\$67,821	\$70,034	\$72,246
11		\$65,276	\$67,489	\$69,702	\$71,914	\$74,127
12		\$67,157	\$69,370	\$71,582	\$73,795	\$76,008
13		\$69,038	\$71,251	\$73,463	\$75,676	\$77,889
14			\$73,131	\$75,344	\$77,557	\$79,770

15		\$75,012	\$77,225	\$79,438	\$81,650
16		\$76,893	\$79,106	\$81,319	\$83,531

2024-2025 School Year:

1. Five and 14/100th percent (5.14%) percent new money. BA base becomes \$44,255; all other steps adjusted per the index.
2. Eligible teachers advance one step from 2023-2024 step. Teachers eligible to move a column advance one column and one step, if available, except as provided in Article 13.3.
3. 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 2025-2026 Salary Schedule

INDEX						
HINDEX	0.05	VINDEX	0.0425	Add to Top-Step	0.01	-
Step	BA	BA15	BA30	M/ARN	M15/BRN	M30/MRN
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	1.2125	1.2625	1.3125	1.3625	1.4125	1.4625
7	1.2550	1.3050	1.3550	1.4050	1.4550	1.5050
8	1.2975	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		1.4750	1.5250	1.5750	1.6250	1.6750
12		1.5175	1.5675	1.6175	1.6675	1.7175
13		1.5600	1.6100	1.6600	1.7100	1.7600
14			1.6525	1.7025	1.7525	1.8025
15			1.6950	1.7450	1.7950	1.8450
16			1.7375	1.7875	1.8375	1.8875

Step	B	B15	B30	M/ARN	M15/BRN	M30/MRN
1	\$45,265	\$47,528	\$49,792	\$52,055	\$54,318	\$56,581
2	\$47,189	\$49,452	\$51,715	\$53,979	\$56,242	\$58,505
3	\$49,113	\$51,376	\$53,639	\$55,902	\$58,166	\$60,429
4	\$51,036	\$53,300	\$55,563	\$57,826	\$60,089	\$62,353
5	\$52,960	\$55,223	\$57,487	\$59,750	\$62,013	\$64,276
6	\$54,884	\$57,147	\$59,410	\$61,674	\$63,937	\$66,200
7	\$56,808	\$59,071	\$61,334	\$63,597	\$65,861	\$68,124
8	\$58,731	\$60,995	\$63,258	\$65,521	\$67,784	\$70,048
9		\$62,918	\$65,182	\$67,445	\$69,708	\$71,971
10		\$64,842	\$67,105	\$69,369	\$71,632	\$73,895
11		\$66,766	\$69,029	\$71,292	\$73,556	\$75,819
12		\$68,690	\$70,953	\$73,216	\$75,479	\$77,743

13		\$70,613	\$72,877	\$75,140	\$77,403	\$79,666
14			\$74,800	\$77,064	\$79,327	\$81,590
15			\$76,724	\$78,987	\$81,251	\$83,514
16			\$78,648	\$80,911	\$83,174	\$85,438

2025-2026 School Year:

1. Five percent (5%) percent new money. BA base becomes \$45,265; all other steps adjusted per the index.
2. Eligible teachers advance one step from 2024-2025 step. Teachers eligible to move a column advance one column and one step, if available, except as provided in Article 13.3.
3. 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, Marching 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), Golf (HS)
5	4 - 6%	Cheerleading (MS), 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%	Yearbook - Production, Business, Photography (HS), Student Council (BT), National Honor Society (HS), Students on the Move (BC), Student Council (HS)
B	6%	Drama Club (BT), Drama - Production, Costume/Props, Stage (HS), Stage Band (HS), Yearbook (BT & BC), VT Playwrights (HS), Key Club (HS), SADD/OVX (HS), Chorus (HS)
C	3%	Senior Class Advisors (HS), Junior Class Advisors (HS), Trivia Club (HS), Math Club (HS), Elementary & Middle School Band (BC & BT), Chorus (BC & BT)
D	2%	Magic Club (BC & BT), Magic the Gathering (HS), Open Studio (HS), Quadball (HS), S.A.F.E. (HS), Interact (HS), Sophomore Class Advisor (HS), One Act Play (HS), Unified Sports (HS), Open Studio (HS), GSA (HS)

E	1%	3-4 Girls Running Club (BT), 3-4 Boys Running Club (BT), 5-6 Running Club (BT), Chess Club (HS), Geo Club (BC), Hunting and Fishing (HS), Open Gym – Basketball (HS), Unified Sports (BC & BT), ECO Club (BT), Dissection Club (BT), Freshman Class Advisor (HS), Dungeons & Dragons (HS), Book Club (HS), Debate Club (HS), Mountain Bike Club (HS), Ski Club (HS), AV Club (BT), Knitting Club (BT), Art Club (BC)
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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

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.

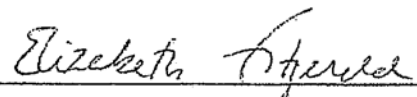
Article XIII. Disclaimer:

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:

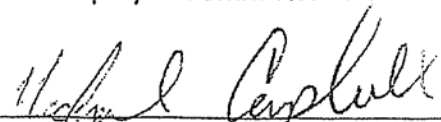


Elizabeth Fitzgerald, Chair, Duly authorized

12/29/21

Date

For the Employee Commissioners:



12/3/21
