



# **Addison Northwest**

SCHOOL DISTRICT

**AGREEMENT between the**

**ADDISON NORTHWEST SCHOOL DISTRICT  
Board of School Directors**

**and the**

**ADDISON NORTHWEST  
TEACHERS' ASSOCIATION**

**2023 - 2026**

## **Acknowledgement of Arbitration**

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

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## **PREAMBLE**

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This Collective Bargaining Agreement (the "**AGREEMENT**") is entered into July 1, 2023 by and between the ADDISON NORTHWEST SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS (hereinafter called the "**BOARD**") and the ADDISON NORTHWEST TEACHERS' ASSOCIATION, affiliated with the Vermont NEA and the National Education Association (hereinafter called the "**ASSOCIATION**").

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **Article 1                    RECOGNITION**

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- 1.1     The Board recognizes the Association as exclusive representative for collective bargaining purposes concerning the terms and conditions of employment for all teacher personnel but excluding all other employees.
  
- 1.2     Unless otherwise indicated, the term “teachers”, used in this Agreement, shall refer to all professional employees who are licensed by the Vermont Agency of Education, employed by the Board, and represented by the Association in the negotiating unit as defined above.
  
- 1.3     Unless otherwise indicated, the term “Administrators”, when used hereinafter in this Agreement, shall refer to those professional employees who serve in an administrative and/or supervisory capacity full-time or more than half-time.
  
- 1.4     Despite reference in this Agreement to the Board or the Association as such, each reserves the right to act under the Agreement by committee, individual members, or designated representative, whether or not a member.
  
- 1.5     Except as otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools, and the control, supervision and direction of the staff are vested exclusively in the Board.

## **Article 2                    PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

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- 2.1     On or before October 1<sup>st</sup> of the prior year in which this Agreement expires, and subject to compliance with Article 21, the Association may, in writing, by certified mail, return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement. If proper notice is given, the Association and the Board shall exchange their proposals on negotiable items no later than November 1<sup>st</sup> and the parties shall begin to meet, confer and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and agreement.

## **Article 3                    RESPONSIBILITY OF THE PARTIES**

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- 3.1** This Agreement is intended to set forth rates of pay, hours of work, related economic conditions, and other mutually agreed upon conditions, so as to promote orderly and peaceful relations between the Board and teacher personnel.
- 3.2** Unless otherwise specified or agreed to in this Agreement, any action by the Board or its School Administration affecting wages, hours, related economic conditions or other mutually agreed upon conditions of employment, shall be subject to the right of the Association to represent the employees on the issue and to the grievance and arbitration procedures of this Agreement.

## **Article 4                    TEACHER EMPLOYMENT**

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- 4.1** The Board agrees to employ and assign teachers in accordance with Vermont State statutes and the educator licensing regulations of the Vermont State Board of Education.
- 4.2** Except for teachers on probationary or non-renewable one-year contracts, the Board shall notify teachers of non-renewal by April 1<sup>st</sup>. The Board shall issue contracts to teachers by April 15<sup>th</sup>. A teacher receiving a contract offer, including salary and tentative building and teaching assignments, shall indicate acceptance by signing and returning said contract no later than twenty-one (21) calendar days following issuance of the contract by the Board. Failure of a teacher to return his/her signed contract within this time frame shall be conclusive evidence of non-acceptance of the offer, and in such instances, the position shall be considered vacant unless an extension has been mutually agreed to, in writing, between the teacher and the Superintendent. Except in extraordinary circumstances determined by the Superintendent, extensions to this timeline will not be granted.
- 4.3** The following language shall be included in all individual contracts:  
*A contract of employment issued by the Board and signed by you shall be null and void if you fail to provide the Superintendent a copy of a valid Vermont educator license by July 1<sup>st</sup>, regarding your assignment for that school year.*
- 4.4** Unless otherwise provided in this Agreement, all eligible employees will receive contractual benefits on a pro-rated FTE (full-time equivalent) basis.

**4.5 Probationary Contracts:** A newly employed teacher shall serve a probationary period of two (2) school years. By mutual agreement no later than April 1<sup>st</sup>, the probationary period may be extended for the immediate succeeding school year. The decision of the Board not to renew a probationary teacher's contract or to dismiss a probationary teacher shall not be subject to the "just cause" dismissal/contractual renewal rights, layoff/recall rights, or the right to access the grievance/arbitration provisions for such actions, as provided by this Agreement. If the Board decides not to renew the teacher's contract for the next school year, the teacher shall be given notice by April 1<sup>st</sup>. This notice shall be in writing and signed by the Superintendent.

During the probationary period of employment, teachers shall receive at least three (3) written classroom observation reports from his/her Licensed Administrator by April 1<sup>st</sup> of each school year.

**4.6 Temporary Contracts:** The Board shall have the right to issue a temporary non-renewable contract for a period of one (1) year or less which expressly eliminates the teacher's "just cause" dismissal/contractual renewal rights and layoff/recall rights, and the right to access the grievance/arbitration provisions for such actions, as provided by this Agreement, to a teacher who:

- A. Replaces a teacher who has terminated his/her contract for the next school year on or after June 1<sup>st</sup> or
- B. Replaces a teacher who is granted a leave of absence by the Board.
- C. If the teacher is under a regular teacher's contract for the next school year, the time worked under then non-renewable contract shall be credited toward the teacher's salary level, probationary period, and seniority.

**4.7** All vacancies will be posted in a designated location used solely for job postings and via email in all schools in the School District and the Superintendent's Office. Such notices shall be posted one week in advance of any external advertisement and/or interviewing and shall indicate the date of posting.

**4.8** To ensure that there is no subcontracting of bargaining unit work, ANWSD will not contract with any company or agency for any courses offered to students that would replace an existing teacher.

## **Article 5**                    **TEACHER RIGHTS**

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- 5.1** As a duly elected body exercising governmental power within the laws of the State of Vermont, the Board hereby agrees that every teacher shall have the right to freely organize, join or not join and support the Association for the purpose of engaging in collective negotiations. The Board shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any legitimate activities of the Association, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.
- 5.2** Whenever any teacher is required to appear before the Superintendent, Board, principal or any committee or member thereof, the intent of which meeting concerns any matter which could adversely affect the continuation of that teacher in his/her office or position of employment, he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- 5.3** No teacher will be held on step, disciplined, suspended, dismissed, placed on probation, or non-renewal without just and sufficient cause. Probationary teachers and those hired pursuant to one-year non-renewable contracts shall not have just cause rights regarding suspension, dismissal or non-renewal of their contracts. The non-renewal, suspension and dismissal of all non-probationary teachers may be appealed by either 16 V.S.A. §1752, or the grievance and arbitration procedures of this Agreement. The election of one method of appeal shall preclude the other.
- 5.4** The foregoing will in no way limit the authority of the Superintendent to recommend dismissal under state law to the Board, or the authority of the Board, under state law, to dismiss teachers.
- 5.5** The ANWSD Faculty/Employee Handbook will be updated annually before the start of each school year. A draft copy will be provided to the Secretary of ANTA for review on August 5 annually; the Association will have ten (10) calendar days to complete its review and to provide feedback to the Superintendent. The ANWSD Faculty/Employee Handbook will be distributed no later than the first day of in-service.



While this handbook will incorporate guidelines and expectations for all employees, it will delineate expectations for each category of employee: teachers; support staff; or non-aligned staff.

## **Article 6                   TEACHER EVALUATION**

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**6.1**    The Board and the Association agree that the primary purpose of teacher evaluation is to fairly and equitably improve instruction and educational conditions in the school system. In keeping with this philosophy, teacher evaluations will be conducted according to the procedures as outlined in this Article, Sections 6.2 and 6.3.

**6.2**    The evaluation areas in which a teacher is expected to demonstrate competence are as follows:

- Instructional and Curriculum Planning
- Teaching
- Curriculum and Instructional Management
- Learning Environment
- Professional Responsibilities
- Parent-Community Responsibilities

**6.3**    A four (4) level system of evaluation is designed to recognize and support each teacher's level of growth and development and to support the high teaching standards defined by the District. Each level and the associated evaluation procedures are as follows:

### **LEVEL 1**

1. Level 1 includes all first- and second-year teachers and teachers new to the District.
2. All new teachers will be assigned a mentor for the first year and develop a Professional Growth Plan (PGP) or Professional Improvement Plan (PIP) at the end of their first year.
3. After October 1<sup>st</sup> and before April 1<sup>st</sup> three (3) formal observations will be conducted using a clinical model format of pre-conference, observation, and post-conference. Following each observation, a written observation report will be presented to the teacher.
4. Informal observations will occur throughout the school year.

5. By April 1<sup>st</sup>, a formal summative written evaluation will be presented to the teacher. Following the summative evaluation conference, the administrator will recommend the teacher for Level 1 – 4, depending on the outcomes of the evaluation process.

## **LEVEL 2**

1. Level 2 includes all teachers who have accumulated two (2) or more years of experience in the District.
2. All Level 2 teachers will write a three (3) year Professional Growth Plan (PGP) that will be reviewed annually with the principal or designee. The PGP will target professional growth goals and activities the teacher intends to carry out over the course of the three-year cycle. All Level 2 teachers are encouraged to develop a PGP that is congruent with the goals of his/her Individual Professional Development Plan (IPDP) and the District/School Action Plan.

All activities and strategies should contribute to the completion of the larger plan and, at the same time, provide a foundation for meaningful assessment of the teacher's annual progress in meeting his/her goals. The means by which the teacher's progress is to be assessed will be mutually determined by the principal and the teacher. The responsibilities of each party will be clearly outlined in this growth plan. All annual documentation shall be included in the teacher's personnel file.

By April 1<sup>st</sup> in the third year of each three-year cycle, the Level 2 teacher will prepare a written summary documenting his/her professional growth plan achievements and present their narrative to the principal. The principal's written feedback will be solicited, appended to the teacher's narrative summary, and placed in the teacher's personnel file. This shall constitute the evaluation documentation of a Level 2 teacher.

3. All Level 2 teachers may be formally observed two (2) times during a three-year cycle and provided with verbal and written feedback following each observation. A third formal observation may be requested.

If, during the course of the year, the administrator becomes concerned that a teacher at Level 1 or Level 2 is not demonstrating competency in one of the evaluation areas, prompt and specific notice will be provided to the teacher, at

which time a remedial plan will be developed and monitored by the administration. If, after subsequent observations and in the judgment of the administration, satisfactory improvement does not occur, the teacher may be placed on Level 3. A Professional Improvement Plan will be developed and monitored by the administrator.

### **LEVEL 3**

1. Level 3 teachers are those in need of assistance who do not demonstrate competence in one or more of the evaluation areas.
2. All Level 3 teachers will develop a Professional Improvement Plan (PIP) collaboratively with the administrator.
3. Level 3 teachers will be formally observed at least three (3) times annually according to the process described in Level 1 and related to the teacher's Professional Improvement Plan. A mid-year meeting between the administrator and teacher will occur for purposes of reviewing improvement progress. A Peer Assistance Team or Peer Coach will be assigned/selected for teachers as part of this process.
4. A final summative written evaluation will be conducted and completed by April 1<sup>st</sup> and will include a recommended status Level for the teacher.
5. Teachers can be assigned to Level 3 status for a maximum of two (2) years. However, teachers who seek immediate increased supervision will be given an additional year to improve.

### **LEVEL 4**

1. Placement of a teacher at Level 4 indicates that effort toward remediation and improvement has been unsuccessful and that serious performance deficiencies continue. Teachers placed on Level 4 shall be notified of said placement in writing at the time of placement.
2. A teacher at Level 4 will be notified in writing of intent to dismiss. The teacher may choose to tender his/her resignation prior to the initiation of dismissal proceedings. Career counseling may be provided to assist the individual in career transition planning.

- 6.4** A teacher will have the right to review the contents of his/her personnel file and to receive a copy of any documents contained therein at any time provided an appointment is made and the Superintendent or a designee is present. Once each year, a teacher will have the right to indicate those documents and/or materials in his/her file he/she believes to be obsolete or otherwise inappropriate for retention.

Said documents will be reviewed by the Superintendent or a designee and if he/she agrees, they will be destroyed. A teacher shall have the right to file a written objection to the retention of certain documents under this Section and to have such attached to the documents in dispute.

- 6.5** No material derogatory to a teacher's conduct, services, character, or personality will be placed in his/her personnel file unless the teacher is notified within five (5) days of the action. The teacher will acknowledge that he/she has had a chance to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent, or his/her designee, and attached to the file copy.
- 6.6** Any written complaint or verbal complaint reduced to writing by the administration regarding a teacher, made to any member of the administration by any parent, student or other person(s), and which is used in any manner in evaluating a teacher, will be promptly investigated and called to the attention of the teacher. The teacher will be given an opportunity to respond to and/or rebut such complaint.

## **Article 7                    PROTECTION OF TEACHERS**

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- 7.1** Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their or their students' health, safety, or well-being. Safety procedures in place at each school shall be included in the District's annual publication of its faculty/staff handbook and its parent/student handbook, including procedures and protocols to address weapons in schools.
- 7.2** The Board shall give full support, including legal assistance, to a teacher acting in the proper discharge of his/her duties when (a) legal action is brought against the teacher; (b) appropriate legal action is necessary to protect the teacher; or (c) the teacher has been assaulted or harassed as defined by law. Board support, including legal assistance (under this Article) shall mean to the extent and subject to the conditions set forth in the liability insurance provided by the Board for this purpose. Teachers shall immediately report such circumstances to their principal or other immediate supervisor. Written notification shall be immediately forwarded, by the principal, to the Superintendent who shall comply with any reasonable request from the teacher for information in his/her possession relating to the incident or the

person(s) involved, except that information the dissemination of which is restricted by law. As appropriate, the Superintendent will act as the liaison between the teacher, the police, and the courts. Absences occurring as a result of such circumstances shall not be deducted from the teacher's sick or personal leave.

## **Article 8                    HOURS OF WORK**

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**8.1** During the **2023-2024** school year, the total teacher work year shall not exceed one hundred eighty-five (185) days beginning July 1 of one year and ending June 30 of the following year. This total shall include one hundred seventy-six (176) teaching days and nine (9) in-service days. At least one (1) day at the beginning and at least one half-day (0.5) at the end of the school year will be reserved for classroom preparation and end-of-year checklist. The normal workday shall consist of seven and one-fourth (7.25) continuous hours, including the duty-free lunch and prep time. The Board shall have the right to establish the beginning and ending times of the student day. The Superintendent shall have the right to establish the beginning and ending times of the teacher workday; the work day shall not begin before 7:45 AM, except as permissible under section 8.2 of this Agreement.

During the **2024-2025** school year, the total teacher work year shall not exceed one hundred eighty-five (185) days beginning July 1 of one year and ending June 30 of the following year. This total shall include one hundred seventy-six (176) teaching days and nine (9) in-service days. At least one (1) day at the beginning and at least one half-day (0.5) at the end of the school year will be reserved for classroom preparation and end-of-year checklist. The normal workday shall consist of seven and one-half (7.5) continuous hours, including the duty-free lunch and prep time. The Board shall have the right to establish the beginning and ending times of the student day. The Superintendent shall have the right to establish the beginning and ending times of the teacher workday; the work day shall not begin before 7:45 AM, except as permissible under section 8.2 of this Agreement.

During the **2025-2026** school year, the total teacher work year shall not exceed one hundred eighty-six (186) days beginning July 1 of one year and ending June 30 of the following year. This total shall include one hundred seventy-six (176) teaching days and ten (10) in-service days. At least one (1) day at the beginning and at least one day (1) at the end of the school year will be reserved for classroom preparation and end-of-year checklist. The normal workday shall consist of seven and one-half (7.5) continuous hours, including the duty-free lunch and prep time. The Board shall have

the right to establish the beginning and ending times of the student day. The Superintendent shall have the right to establish the beginning and ending times of the teacher workday; the work day shall not begin before 7:45 AM, except as permissible under section 8.2 of this Agreement.

- 8.2** Teachers may volunteer for a flexible work schedule. A flexible schedule may include a flexible workday and/or worksite, provided mileage to an alternative worksite is paid. Whenever possible, any flexible assignments will be offered to teachers in their April 15<sup>th</sup> contract offers. No teacher will be required or pressured to accept, nor be penalized for rejecting a flexible work contract. Flexible work days shall not involve split days (i.e., non-consecutive hours within a day) unless agreed to in writing by the teacher, Superintendent and Association. The decision to accept a flexible work schedule rests solely with each individual teacher.
- 8.3** All teachers shall have a duty-free lunch period of at least thirty (30) minutes within the normal lunchtime for students.
- 8.4** The Board will provide the equivalent of at least forty (40) continuous minutes of unassigned time per day to preschool – sixth grade teachers, and the equivalent of sixty (60) continuous minutes of unassigned time for grades 7-12 teachers. The Board is not required to hire staff to do so.
- 8.5** The Association shall have the right to provide input to the Superintendent, acting for the Board, in the preparation of the annual school calendar. The Superintendent will notify the President of the Association of a reasonable deadline date for providing such input.

## **Article 9                   TEACHER PROFESSIONAL RESPONSIBILITY**

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- 9.1** The Association recognizes that each teacher has a professional responsibility to provide the best possible education to all students and that this responsibility occasionally extends outside the student day at mutually agreed upon times.
- 9.2** A. Meetings for the purpose of professional and/or program development are part of a teacher's professional responsibility. Such meetings shall be scheduled throughout the course of the contract year.  
By June 15<sup>th</sup>, a schedule of administration-convened meetings such as, but not limited to, faculty meetings, department meetings, subject groups, grade

level groups, and special group meetings will be made available to teachers. These meetings will be scheduled for the same day of the week throughout the school year, excluding Fridays. These meetings shall last no longer than one (1) hour.

- B. Teams, departments, or other school groups may need to meet outside the normally scheduled meetings. The parties agree that administrators will be allowed to recommend such work subject to the following understanding:
- Attendance at such additional meetings by the teacher shall not have an adverse impact on prior plans made by the teacher.
  - Failure to attend additional meetings shall not be cited in any evaluation of the teacher; and
  - Additional meetings shall be scheduled at such time to best accommodate the schedules of as many of the teachers as possible.
- C. During the school year, teachers are encouraged to attend at least two (2) school events outside the normal teacher workday as defined in Article 8.1. This does not include parent-teacher conferences.

**9.3** Teachers shall be present at scheduled day/evening parent conferences. When parent conferences are scheduled by the administration at times other than the scheduled in-service days, the scheduled in-service day will be used as compensatory time off for teachers. If evening conferences are scheduled at the high school, they will be scheduled during the week of in-service days. These conferences will not exceed 8.25 hours; no staff meetings pursuant to Article 9.2A will be scheduled during that week.

At each elementary school, conferences will be scheduled by individual teachers within a two-week window around the scheduled parent conference/in-service day for a total of no more than 8.25 hours outside of the regular work day; no staff meetings pursuant to Article 9.2A will be scheduled during that week. Each elementary teacher will submit a list of scheduled conferences to their administrator.

## Article 10 RATES OF PAY

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**10.1** The **2023-24 salary schedule** is set out in Appendix A-1 incorporating a 3.5% increase to the base, inclusion of new steps, and a placement of current faculty to the schedule according to years of service, prior placement, and education.

The **2024-25 salary schedule** is set out in Appendix A-2 incorporating 5.0% increase inclusive of step.

The **2025-26 salary schedule** is set out in Appendix A-3 incorporating 5.0% increase inclusive of step.

**10.2** A newly hired employee's teaching experience shall be evaluated by the Superintendent for appropriate placement on the salary schedule. Said teachers shall not be placed at a higher salary step than a teacher presently in the District with equal education and experience.

**10.3** Compensation for column change shall be subject to the following criteria:

1. A 60/40 requirement such that at least 60% of the credits supporting a column change request are for approved graduate or undergraduate level coursework, and not more than 40% of coursework from workshops (at a rate of 15 hours of workshop attendance equaling one salary credit), or
2. The teacher is requested by the administration to take a course to prepare for a special assignment, or
3. The Superintendent shall have the sole and exclusive right to approve or deny requests under this Section.

All salary credits approved and earned prior to September 1, 2017, shall be eligible for use by teachers to change salary columns provided said change occurs prior to the beginning of the 2019 - 2020 school year. Salary credits approved and earned prior to September 1, 2017, that are not utilized in a column change prior to the beginning of the 2019 - 2020 school year shall be subject to the provisions above.

**10.4** Column changes will be recognized by the Board when a teacher provides official documentation of successfully completed coursework or evidence of an advanced degree/certificate. Payroll adjustments for column changes due to education will be made two (2) times per year: the first paycheck of the new school year and the second payroll in January (for those acquiring credits in the Fall Semester).



- 10.5** Step advancement can only be made once a year: effective July 1<sup>st</sup> of the contract year.
- 10.6** A teacher's annual contracted salary shall be paid in twenty-six (26) equal installments.
- 10.7** The Board agrees to deduct professional dues upon receipt of a list from the Treasurer of the Association naming each teacher who has authorized such a deduction. Any changes to the list of professional dues deductions shall be provided to the Board by the Association on an annual basis no later than the second pay period in September.

The Board agrees to make sixteen (16) equal deductions during the school year and to pay all funds to the Treasurer of the Association at the end of each month. The Association agrees to indemnify and hold the Board harmless from any lawsuit, claim, or grievance filed by a teacher regarding the collection of said dues.

- 10.8** Teachers may receive their remaining paychecks by the last pay period in June, provided they give written notice to this effect on or before March 1<sup>st</sup>. After March 1<sup>st</sup>, in an emergency, the Superintendent may approve lump sum payment on a case-by-case basis.
- 10.9** Teachers agreeing to work on committees or projects approved by the Superintendent will receive \$40.00 per hour.
- 10.10** Extra-curricular and department coordinator appointments for which the Board may offer compensation are voluntary and are not considered part of a teacher's normal duties and responsibilities. Although these appointments are not treated as part of this Agreement, the provisions of Article 7 shall apply to teachers serving in these capacities.
- 10.11** The Board will provide access to optional 403b and 457 retirement plans overseen by the Vermont State Teachers' Retirement System through pre-tax payroll deductions. Information is available at the Superintendent's Office.

## **Article 11            GRIEVANCE PROCEDURE**

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### **11.1 Definition:**

A “grievance” is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers, and/or the Association or the interpretation or application of any of the provisions of this Agreement.

A “grievant” is a teacher, teachers, or the Association making the claim. All time limits specified in Article 11 shall mean teacher workdays, except that for grievances initiated or in process after June 1<sup>st</sup>, days shall mean weekdays excluding holidays.

### **11.2 Purpose:**

The parties acknowledge that it is most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure.

If the teacher seeks resolution of his/her complaint informally with the appropriate administrator, and the complaint is not satisfactorily settled, he/she may institute the grievance at Step 2, with the approval of the appropriate administrator.

### **11.3 Formal Procedure:**

No grievance shall be considered under the following formal procedure unless it is presented in the manner set forth herein within twenty (20) working days of the occurrence(s) or reoccurrence(s) of the basis of the grievance or of the time the grievant or the Association had knowledge of the basis of the grievance.

In order to be considered further, the grievance must be advanced to the next step of the formal procedure within ten (10) working days of receipt of the answer given in the previous step, exclusive of Step 4.

**Step 1:** Within seven (7) days following receipt of a grievance, a meeting will be held between the grievant and his/her appropriate administrator. An Association representative may be present if requested by the grievant or the Association. The appropriate administrator will give his/her answer in writing within seven (7) days following the meeting. If no satisfactory settlement is reached at Step 1, or if the time limit expires without the administrator’s written answer, the grievance shall be submitted to Step 2.

**Step 2:** Within seven (7) days following receipt of a grievance, a meeting will be held between the Superintendent or his/her designee, the grievant and the Association President (or his/her designee). The Superintendent will give his/her answer in writing within seven (7) days following the meeting. If no satisfactory settlement is reached at Step 2, or if the time limits expire without the Superintendent's written answer, the grievance may be submitted to the Board in accordance with Step 3.

**Step 3:** Within ten (10) days of receipt of a grievance, a meeting will be held between the Board, the grievant and the Association President (or his/her designee). The Board will give its answer in writing within ten (10) days following the meeting.

**Step 4:** In the event a grievance is not satisfactorily resolved as a result of Step 3 or if the time limits expire without the issuance of the Board's written answer, the parties may elect to submit a grievance to mediation with a qualified mediator chosen by the parties or selected with the assistance of the American Arbitration Association. The decision to submit a grievance to Step 4 mediation is strictly optional and must be agreeable to both parties. Any cost for mediation will be divided equally between the parties.

- 11.4** The Association may request arbitration of any grievance which involves the interpretation or application of a specific term or provision of this Agreement, but only if such grievance has not been settled after being fully processed through the grievance procedure. If the parties are not able to agree on the selection of an arbitrator (or such other qualified third party or parties mutually satisfactory to both the Board the Association) within a period of seven (7) days after the date of such request, such grievance may be referred by either party to the American Arbitration Association for selection of an arbitrator in accordance with the rules for obtaining the service.

If the grievance is not referred within thirty (30) days of the receipt of the Board's answer at Step 3, it shall be considered settled and shall no longer be subject to arbitration hereunder. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement.

The parties shall share equally the compensation and expense of the arbitrator. The decision of the arbitrator shall be final and binding.

- 11.5** The arbitrator's authority shall be limited to interpretation and applying the provisions of this Agreement, and he/she shall have no power to add or to subtract from, alter or modify any of the said provisions.
- 11.6** Award of settlement or grievances may or may not be retroactive, as the equities of each case may demand.
- 11.7** Time periods specified in this procedure may be extended by written mutual agreement.

## **Article 12            HEALTH & OTHER INSURANCES**

- 12.1** Health insurance coverage is negotiated and regulated by the Commission on Public School Employee Health Benefits ("Commission") created under Vermont State law pursuant to Act 11 of 2018 (see Appendix B); any concerns or grievances regarding such coverage shall be registered with the Commission.

The Board will offer health insurance to each teacher and his/her dependents in accordance with Appendix B. In the event that a married couple are employed by the Board, the Board will be obligated to provide only one health insurance plan for the couple as a unit (e.g., two-person or family plan).

- 12.2** The health insurance coverages set out in Appendix B are subject to change. Any new health insurance coverage agreement established by the Commission shall automatically replace Appendix B. Teachers shall pay their share of the premium through automatic payroll deduction.

Neither party shall be required to reopen this collective bargaining agreement during its effective life except (a) as otherwise provided for in Article 21 (duration) or (b) if the Commission ceases to exist and individual school districts are required to offer health insurance coverage. In respect to (a), the parties may reopen this collective bargaining agreement in whole or in part. In respect to (b), unless otherwise agreed to in writing, the scope of negotiations will be limited exclusively to the issues of health insurance benefits and health insurance cost sharing, and the impact of any changes on the school budget and teacher wages. Nothing in this article shall preclude the parties from reopening this agreement for other reasons by mutual written consent.

- 12.3** The Board shall continue to offer a life insurance plan providing \$50,000 of group term life insurance for each teacher who qualifies for benefits, for each year of this Agreement. Part-time teachers are eligible for pro-rated life insurance benefits and premium coverage as long as their contract is 50% or greater.
- 12.4** The Board shall contribute 70% of the premium cost for single, two-person or family coverage of the Northeast Delta Dental Plan of Vermont (Plan 2). Part-time teachers are eligible for pro-rated dental insurance benefits and premium coverage as long as their contract is 50% or greater.
- 12.5** A \$2,000 buy-out option will be available on a prorated basis to teachers eligible for health insurance benefits who have health insurance coverage from another source. Certified documentation will be required as proof of alternative health insurance coverage. This option will be paid in bi-annual payments in the second pay periods of December and June, subject to continued health insurance coverage from another source.
- 12.6** The Board will provide disability insurance with a 90-day elimination period, 66 2/3% payment, and the “own occupation” clause. Eligibility will only occur after accumulated sick days are used.
- 12.7** All teachers will be able to participate in the Section 125 Plan.

## **Article 13 LEAVES OF ABSENCE**

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### **13.1 Medical and Personal Leave**

Teachers will begin the contract year with a total of eighteen (18) leave days at their applicable salary rate, which may be used in quarter-day increments for medical or personal leave as follows:

- A. Up to five (5) days per year will be granted for personal reasons or for conducting personal business that cannot be taken care of outside the regular school hours. Personal leave may not be used to (a) extend a vacation; or (b) at the beginning or end of the school year except when approved by the Superintendent in extenuating circumstances. Teachers will not be required to provide reasons for using said leave, but advance notice is required.

- B. Medical leave for time lost due to sickness or accident other than in connection with their employment. Said days are accumulative to a maximum of ninety (90) days.
- C. The Board agrees to present teachers who have a minimum of fifteen (15) years of service to the District and who are retiring from teaching in the District, the remuneration of \$60.00 per day for a maximum of one hundred (100) sick days accumulated if they notify the Superintendent by November 15<sup>th</sup> of their intent to retire. The Board agrees to present teachers who have a minimum of fifteen (15) years of service to the District the remuneration of \$15.00 per day for a maximum of one hundred (100) sick days accumulated if they notify the Superintendent after November 15<sup>th</sup> of their intent to retire. The remuneration will be presented to the teacher in the first payroll in July. The Superintendent's Office will administer this pay.

A teacher's medical leave will be granted to attend to illnesses which occur within the teacher's immediate family or household.

Any teacher hired prior to the 1994 – 1995 contract year, will be able to accumulate medical leave to a maximum of 185 days. Any teacher who had accumulated medical leave in excess of 185 days prior to July 1, 1989, shall retain his/her total accumulation.

The appropriate administrator and/or Superintendent may request satisfactory medical evidence when such absence under this Article exceeds three (3) consecutive workdays, or such medical evidence may be requested (on a form provided by the District) by the Superintendent or his/her designee at any time if he/she believes there has been abuse of medical leave. Associated costs incurred by the employee in complying with such requests shall be paid by the Board.

**13.2** The Board shall comply with the requirements of the Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA). These acts shall supplement, not supplant, any benefits contained herein.

**13.3** A teacher who is absent due to a work-related illness or injury shall receive full pay at his/her applicable salary rate for the first ninety (90) calendar days of absence, with one-third (1/3) of such absence being charged to the teacher's accumulated medical leave. Any and all monies received by the teacher under the Workmen's

Compensation Law during the first ninety (90) days of such absence shall be assigned to the District. In the event an employee has no accumulated medical leave, he/she shall be compensated directly through Workmen's Compensation Insurance in accordance with state law.

**13.4 Bereavement Leave**

Teachers shall be entitled to bereavement leave of up to five (5) days for each occurrence of death in the teacher's immediate family or household and up to three (3) days for each occurrence of death of other close family relatives. This leave may be taken without loss of pay and will not be deducted from sick leave or personal leave. Upon request, the Superintendent may grant additional days.

**13.5 Jury Duty**

Teachers required to serve jury duty shall suffer no loss in pay as a result of their absence, nor shall such service be deducted from sick or personal leave.

**13.6 Military Leave**

A teacher from the School District who is called to active duty by the Armed Services shall continue to accrue seniority and shall, upon return to the system, be placed in the appropriate salary level of the then current schedule as long as any such teacher shall apply to the Superintendent within ninety (90) days after discharge.

**13.7 Other Leaves**

Unpaid leaves for any and all other reasons may be granted at the discretion of the Superintendent or appointed designee in his/her absence.

**13.8** Upon return from a leave of absence as provided in this Article, the teacher shall be reassigned to the position he/she held if that position still exists or to a substantially equivalent position. This provision shall not be applied, however, to protect a teacher from layoff.

**13.9** The Sick Bank is a reserve of days for those teacher members in need of sick days exceeding their accumulated sick leave. To be a member of the Sick Bank, a teacher must donate two (2) days each year and must notify the Superintendent of Schools of such intent by October 1<sup>st</sup> of each contract year. The maximum number of unused days in the Sick Bank that may be transferred from one year to the next shall be one hundred and sixty (160) days. If the Sick Bank balance declines to one

hundred (100) days, the Sick Bank Committee will be notified. Then the Committee will notify the faculty of the opportunity to donate more days.

The criteria for membership and usage of the Sick Bank shall be established and administered by a three (3) person committee composed of an administrator, an Officer of the Association, and an at-large representative elected by the Sick Bank membership. Data concerning the Sick Bank shall be maintained by the administration, and a report on the operation and maintenance of the Bank shall be issued annually to the School District, the Executive Council of the Association and to the membership.

All decisions regarding the allocation of the Sick Bank days shall be based on need and shall not be subject to the terms of the grievance article. Need shall be defined as unanticipated medical circumstances that prevent employees from carrying out their contractual responsibilities.

## **Article 14            PROFESSIONAL DEVELOPMENT COURSE REIMBURSEMENT**

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**14.1** The Board shall establish a pool of \$175,000 per year for the cost of teachers taking graduate or undergraduate level courses, educational conferences, workshops or meetings. Prior written approval must be obtained from the Superintendent or his/her designee.

Leave requests for professional days, including any expenses to be reimbursed, shall be submitted to the principal on the proper form at least ten (10) days prior to the event. Each request shall be acted upon and returned to the teacher within five (5) workdays. If either of the forms referenced above is not returned within the aforementioned time frame, the teacher may go to the professional day activity and will be reimbursed.

**14.2** At Board cost, teachers shall be entitled to take six (6) graduate level credits or equivalent on an annual basis. Prior written approval must be obtained from the Superintendent or his/her designee. The costs associated with courses, workshops, conferences, or meetings taken without prior written approval shall be the responsibility of the individual teacher.



- 14.3** District payment of costs associated with professional development activities referenced in Articles 14.1 and 14.2 shall be limited to the equivalent of the UVM per credit hour cost for the designated semester. Payment of such costs will be made by the District, in advance, at the time of registration for the professional development activity. The cost for courses or other professional development activities that are not satisfactorily completed, (i.e. documentation of credit or attendance), shall be reimbursed by the teacher to the District through an equivalent payroll deduction as mutually agreed to by the Superintendent and the teacher.
- 14.4** Teachers must request approval from the Superintendent in writing at least ten (10) days before the start of the professional development activity; such request shall also include a request for professional day(s) (if relevant). The Superintendent shall notify the teacher in writing within five (5) days whether the request has been approved. Any professional development costs incurred without prior approval from the Superintendent shall be the responsibility of the individual teacher. However, if the Superintendent does not act upon the request within the five (5) day timeframe, the teacher may attend the professional development activity at Board cost. The Superintendent has the sole discretion to waive the time limits under this section.
- 14.5** It shall be the responsibility of the individual teacher to provide the Superintendent with appropriate documentation that the teacher attended the conference or the workshop, or completed the course credits with a grade of B or better (in the event that the course offered is on a "pass/fail" basis, the teacher need only "pass" the course). If a teacher (a) drops a course, (b) fails to obtain the necessary grade, or (c) fails to attend the conference or workshop, he/she shall repay the District in full within sixty (60) days. The Superintendent may require teachers to complete a form which constitutes a loan agreement and authorization for payroll deduction.
- 14.6** The cost of courses shall be paid in advance by the School District for teachers required by the Superintendent to take specific courses to continue in their current position. Such payment shall include the full cost of tuition and other reasonable expenses directly related to the course.
- 14.7** The provisions of Article 14 shall be available to part-time teachers on a basis equal to their contract percent time multiplied by the UVM per credit hour cost for the designated semester.

## Article 15            REDUCTION IN FORCE

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- 15.1** Teacher Notification – Any teacher who is to be laid off for the upcoming school year shall be notified in writing no later than April 1; the president of the Association shall be copied on any such notification. After such notification, any teacher subject to a reduction in force may schedule a meeting with the Superintendent to discuss the lay-off. The teacher may have a representative of the Association present at such a meeting. The Board will only consider the licensure and seniority of teachers when making reduction in force decisions.
- 15.2** Teachers will be reduced in reverse order of seniority acquired within their area of endorsement (based on the Vermont Agency of Education approved educator endorsement codes) and grade levels as indicated below:
- **Pre-K** Early Childhood Special Educator (80), Early Childhood Educator (36).
  - **K-6** Elementary Education (00), Middle Grades (19), Librarian (61), Art (02), Music (12), PE (08), Counselor (64).
  - **7-12** Art (02), Music (12), PE (08), Health (31), Counselor (64), Librarian (61), Technology (42), Drivers' Education (30), French (06A), Spanish (06B), German (06C), combined English and Middle Grade English (11, 19A), combined Math and Middle Grade Math (11, 19B), combined Science and Middle Grade Science (13, 19C), combined Social Studies and Middle Grade Social Studies (15, 19D).
  - **K-12** Special Educator (82), SLP (84), Reading/ELA Specialist (76), Specialized Literacy Professional (79), Psychologist (66), Nurse (65) (provided the teacher retained has the proper license for the remaining position).

When necessary to fulfill student needs, additional endorsement areas (such as Russian (06D) or Business Education (03)) may be added to the above list at the discretion of the Superintendent.

Teachers hired as Literacy Interventionists prior to July 1, 2017, will remain in their current seniority category. These teachers are encouraged to work toward the Reading/ELA endorsement (76).

Teachers hired to begin work on or after July 1, 2017 may accrue seniority in these additional categories:

- 5-9 Middle Grade English (19A), Middle Grade Math (19B), Middle Grade Science (19C), Middle Grade Social Studies (19D).

- K-12: Reading/ELA Specialist (76), Specialized Literacy Professional (79)

In the event a teacher has been employed in more than one endorsement area, seniority shall be applied in the endorsement area in which the teacher has most recently been employed. In the event a teacher is assigned in two endorsement areas, seniority shall be applied in the area of the majority of the teaching assignment. If the assignments are equal, seniority shall be determined by the Superintendent.

Seniority areas shall not be changed unless (a) the teacher is requested or required to do so by the administration or (b) the teacher requests a change of assignment. However, no change of seniority area will occur unless the teacher possesses the appropriate endorsement required for the change of assignment.

Seniority shall begin at the time an individual contract is signed for the most recent period of employment. Part-time teachers shall accrue seniority on a pro-rated basis. Seniority shall not decrease or accrue during an unpaid extended leave of absence.

Any teacher so reduced under this provision shall retain recall rights for a period of two (2) years. Recall shall occur in the reverse order of reduction within the designated seniority area. Failure to accept appointment within ten (10) days of recall shall be considered a waiver of recall rights by the teacher.

- 15.3** Annually, the Superintendent and the Association shall work together to create an updated official seniority list to be completed no later than October 15<sup>th</sup>. This list will be kept on file at the Superintendent's office. Any changes to the licensure status shall be recorded on this list provided that the teacher has provided documentation from the Vermont Agency of Education.

Individual teachers and/or the Association may present evidence of inaccuracies in writing to the Superintendent, annually by October 30<sup>th</sup>, and the agreed upon revisions will be posted by November 15<sup>th</sup>.

## **Article 16 NOTICE UNDER AGREEMENT**

- 16.1** Any written notice to the Board shall be addressed to the Addison Northwest School District Board, c/o Superintendent of Schools, 11 Main Street, Suite B100, Vergennes, Vermont 05491. Any written notice to the Association shall be

addressed to the President, Addison Northwest Teachers' Association, c/o the school in which he/she teaches. Either party, by written notice, may change their designated address.

- 16.2** All written notices to the Association or Board, respectively, will be deemed to have been properly given if hand delivered or sent certified mail return receipt to the President of the Association or to the Superintendent of Schools, respectively.

## **Article 17 MISCELLANEOUS PROVISIONS**

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- 17.1** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 17.2** Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, then this Agreement shall be controlling during its duration.
- 17.3** In accordance with the provisions of state and federal laws, the Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, transfer, or discipline of teachers or in the application of administration of this Agreement on the basis of race, creed, color, age, disability, religion, national origin, gender, domicile, marital status or sexual orientation.
- 17.4** Copies of this Agreement shall be printed as soon as possible after the Agreement has been signed by both parties. The Board and the Association agree to share equally in all costs for printing and the Association will be responsible for distribution of this Agreement. The Agreement will also be available online at the ANWSD website.
- 17.5** Policy manuals and faculty handbooks will be available in each school.

**17.6** Teachers shall not transfer students in their personal vehicles or otherwise use teacher-owned and operated vehicles for school related purposes. Furthermore, the transportation of students in personal automobiles shall not be a condition of employment.

**17.7** Teachers with multiple school assignments will receive mileage reimbursement for travel between schools at the established IRS rate(s). Teachers will submit a mileage claim form each month to the Superintendent, which will be paid within a month.

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## **Article 18 NO-STRIKE CLAUSE**

**18.1** The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

The Association, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the teachers covered by this Agreement, nor any instigation thereof during the life of this Agreement.

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## **Article 19 BOARD RIGHTS**

**19.1** The determination of educational policy, the operation and management of the schools, and the control, supervision, and direction of the staff are vested exclusively in the Board by way of delegation to the Superintendent.

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## **Article 20 FINAL RESOLUTION**

**20.1** This Agreement represents the final resolution of all matters between the parties and shall not be changed or altered unless agreed to and evidenced in writing by both the Association and the Board.

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## **Article 21 DURATION OF AGREEMENT**

**21.1** This agreement shall take effect on July 1, 2023, and shall continue in full force and effect until 12:00 midnight, June 30, 2026, unless written notice of desire to terminate or modify the Agreement is given by either party to the other, by

registered mail or certified mail in accordance with the provisions of Article 2 of this Agreement.

**21.2** This Agreement may be extended beyond its expiration date by mutual agreement of the representatives of the Board and the Association.

**21.3** In the event a new Agreement has not been ratified at the expiration of this Agreement, no salary increment shall be added to each teacher's previous year's salary until a new Agreement is ratified, and then only in accordance with the new Agreement.

## WITNESS BY

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IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day of June, 2023.

### ADDISON NORTHWEST TEACHERS' ASSOCIATION

Nancy Ambrose  
Nancy Ambrose (Jun 13, 2023 13:26 EDT)

Nancy Ambrose  
Vergennes Union High School

Sally Conway  
Sally Conway (Jun 18, 2023 18:40 EDT)

Sally Conway  
Ferrisburgh Central School

Angela Kunkel  
Angela Kunkel (Jun 19, 2023 08:11 EDT)

Angela Kunkel  
Vergennes Union High School

Anna Macijeski  
Anna Macijeski (Jun 19, 2023 10:38 EDT)

Anna Macijeski  
Vergennes Union High School

Susan Oliveira  
Susan Oliveira (Jun 25, 2023 20:53 EDT)

Susan Oliveira  
Vergennes Union High School

### ADDISON NORTHWEST SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS

Mary E Clark  
Mary E Clark (Jun 9, 2023 11:31 EDT)

Mimi Clark

Amy Kittredge  
Amy Kittredge (Jun 12, 2023 18:32 EDT)

Amy Kittredge

Mark Koenig  
Mark Koenig (Jun 12, 2023 20:24 EDT)

Mark Koenig

John Stroup  
John Stroup (Jun 12, 2023 22:38 EDT)

John Stroup

<b>Step</b>	<b>BA+0</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA+0</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAG/MM</b>
1	\$ 46,027	\$ 48,007	\$49,986	\$ 51,965	\$ 53,944	\$ 55,923	\$ 57,903
2	\$ 48,007	\$ 49,986	\$ 51,965	\$ 53,944	\$ 55,923	\$ 57,903	\$ 59,882
3	\$ 49,986	\$ 51,965	\$ 53,944	\$ 55,923	\$ 57,903	\$ 59,882	\$ 61,861
4	\$ 51,965	\$ 53,944	\$ 55,923	\$ 57,903	\$ 59,882	\$ 61,861	\$ 63,840
5	\$ 53,944	\$ 55,923	\$ 57,903	\$ 59,882	\$ 61,861	\$ 63,840	\$ 65,819
6	\$ 55,923	\$ 57,903	\$ 59,882	\$ 61,861	\$ 63,840	\$ 65,819	\$ 67,798
7	\$ 57,903	\$ 59,882	\$ 61,861	\$ 63,840	\$ 65,819	\$ 67,798	\$ 69,778
8	\$ 59,882	\$ 61,861	\$ 63,840	\$ 65,819	\$ 67,798	\$ 69,778	\$ 71,757
9		\$ 63,840	\$ 65,819	\$ 67,798	\$ 69,778	\$ 71,757	\$ 73,736
10		\$ 65,819	\$ 67,798	\$ 69,778	\$ 71,757	\$ 73,736	\$ 75,715
11			\$ 69,778	\$ 71,757	\$ 73,736	\$ 75,715	\$ 77,740
12			\$ 71,757	\$ 73,736	\$ 75,715	\$ 77,740	\$ 79,720
13				\$ 75,715	\$ 77,740	\$ 79,720	\$ 81,699
14				\$ 77,740	\$ 79,720	\$ 81,699	\$ 83,678
15					\$ 81,699	\$ 83,678	\$ 85,657
16						\$ 85,657	\$ 87,636
17							\$ 89,616



<b>Step</b>	<b>BA+0</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA+0</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAG/MM</b>
1	\$ 48,837	\$ 50,817	\$ 52,796	\$ 54,775	\$ 56,754	\$ 58,733	\$ 60,713
2	\$ 50,817	\$ 52,796	\$ 54,775	\$ 56,754	\$ 58,733	\$ 60,713	\$ 62,692
3	\$ 52,796	\$ 54,775	\$ 56,754	\$ 58,733	\$ 60,713	\$ 62,692	\$64,671
4	\$ 54,775	\$ 56,754	\$ 58,733	\$ 60,713	\$ 62,692	\$64,671	\$ 66,650
5	\$ 56,754	\$ 58,733	\$ 60,713	\$ 62,692	\$64,671	\$ 66,650	\$ 68,629
6	\$ 58,733	\$ 60,713	\$ 62,692	\$64,671	\$ 66,650	\$ 68,629	\$ 70,608
7	\$ 60,713	\$ 62,692	\$64,671	\$ 66,650	\$ 68,629	\$ 70,608	\$ 72,588
8	\$ 62,692	\$64,671	\$ 66,650	\$ 68,629	\$ 70,608	\$ 72,588	\$ 74,567
9		\$ 66,650	\$ 68,629	\$ 70,608	\$ 72,588	\$ 74,567	\$ 76,546
10		\$ 68,629	\$ 70,608	\$ 72,588	\$ 74,567	\$ 76,546	\$ 78,525
11			\$ 72,588	\$ 74,567	\$ 76,546	\$ 78,525	\$ 80,550
12			\$ 74,567	\$ 76,546	\$ 78,525	\$ 80,550	\$ 82,530
13				\$ 78,525	\$ 80,550	\$ 82,530	\$ 84,509
14				\$ 80,550	\$ 82,530	\$ 84,509	\$ 86,488
15					\$ 84,509	\$ 86,488	\$ 88,467
16						\$ 88,467	\$ 90,446
17							\$ 92,426

<b>Step</b>	<b>BA+0</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA+0</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAG/MM</b>
1	\$ 51,795	\$ 53,775	\$ 55,754	\$ 57,733	\$ 59,712	\$ 61,691	\$ 63,671
2	\$ 53,775	\$ 55,754	\$ 57,733	\$ 59,712	\$ 61,691	\$ 63,671	\$ 65,650
3	\$ 55,754	\$ 57,733	\$ 59,712	\$ 61,691	\$ 63,671	\$ 65,650	\$ 67,629
4	\$ 57,733	\$ 59,712	\$ 61,691	\$ 63,671	\$ 65,650	\$ 67,629	\$ 69,608
5	\$ 59,712	\$ 61,691	\$ 63,671	\$ 65,650	\$ 67,629	\$ 69,608	\$ 71,587
6	\$ 61,691	\$ 63,671	\$ 65,650	\$ 67,629	\$ 69,608	\$ 71,587	\$ 73,566
7	\$ 63,671	\$ 65,650	\$ 67,629	\$ 69,608	\$ 71,587	\$ 73,566	\$ 75,546
8	\$ 65,650	\$ 67,629	\$ 69,608	\$ 71,587	\$ 73,566	\$ 75,546	\$ 77,525
9		\$ 69,608	\$ 71,587	\$ 73,566	\$ 75,546	\$ 77,525	\$ 79,504
10		\$ 71,587	\$ 73,566	\$ 75,546	\$ 77,525	\$ 79,504	\$ 81,483
11			\$ 75,546	\$ 77,525	\$ 79,504	\$ 81,483	\$ 83,508
12			\$ 77,525	\$ 79,504	\$ 81,483	\$ 83,508	\$ 85,488
13				\$ 81,483	\$ 83,508	\$ 85,488	\$ 87,467
14				\$ 83,508	\$ 85,488	\$ 87,467	\$ 89,446
15					\$ 87,467	\$ 89,446	\$ 91,425
16						\$ 91,425	\$ 93,404
17							\$ 95,384

## **APPENDIX B: Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61 For The Period of January 1, 2023 through December 31, 2025**

### **Article I. Recognition:**

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

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

2.1 The term School Employee is hereby defined to mean:

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees), excluding superintendents, who provide educational services requiring a professional administrator's license from AOE.
- c) All Other School Employees as defined in 21 V.S.A. Section 1502, including:
  - 1) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722;
  - 2) An individual employed as a supervisor as defined in 21 V.S.A. Section 1502;
  - 3) A confidential employee as defined in 21 V.S.A. Section 1722;
  - 4) A certified employee of a school employer and
  - 5) Any other permanent employee of a school employer not covered by subdivisions 1-4 of this subsection (c).

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

3.1 The Commissioner's scope of bargaining shall include:

- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
- b) Standardizing the duration of health insurance coverage during a term of employment;

- c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time;
- d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees as per the Tentative Agreement (TA) executed by the employer and employee commissioners on July 17, 2019, in the first round of statewide health care bargaining.

**Article IV. Limited Jurisdiction:**

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

**Article V. Plan Offerings:**

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

**Article VI. Eligibility Standards:**

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

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

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

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

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

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

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

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

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

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

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

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

for a single tier and \$4000 for all other tiers; for support staff, \$2200 for a single tier and \$4400 for all other tiers.

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

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

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

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

**Article X. Third Party Administrator Services:**

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

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

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

**Article XI. Grievance Procedure**

11.1 Either a local public school district or a union representing public school employees may file a grievance with the Commission concerning the interpretation or application of the statewide

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

**Article XII. Incorporation by Reference:**

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

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

**Article XIII. Disclaimer:**

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

**Article XIV Duration:**

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

For the Employer Commissioners:

For the Employee Commissioners:

<Elizabeth Fitzgerald, Chair, Duly authorized>

<Michael Campbell, Chair, Duly authorized>