AGREEMENT

BETWEEN THE

NORWICH BOARD OF SCHOOL DIRECTORS

AND THE

NORWICH TEACHERS ASSOCIATION

JULY 1, 2026 - JUNE 30, 2029

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PREAMBLE

This Collective Bargaining Agreement (hereinafter "Agreement") is made and entered into by and between the Norwich Teachers Association (hereinafter "Association") and the Board of School Directors for the Norwich School District (hereinafter "Board" or "District").

ARTICLE I: RECOGNITION

1.1 The Board recognizes the Association as the exclusive representative for collective bargaining purposes in accordance with the provisions of Title 16, Vermont Statutes Annotated, Chapter 57 for all teachers. Administrative personnel are not included under the terms of this Agreement.

1.2 Unless otherwise indicated, the employees in the above unit will be referred to as "teachers," "employees" or "bargaining unit members."

1.3 Unless modified by an express provision of this Agreement, part time teachers shall be entitled to all rights and benefits of this Agreement on a pro rata basis unless prohibited by stipulation or regulation of employee benefit providers.

ARTICLE II: NEGOTIATIONS

2.1 On or before October 1 of the year prior to the year in which this Agreement expires, the Association or the Board may notify the other party of its desire to terminate or modify the terms and conditions of this Agreement. Notice shall be in formal written communications such as email, or certified mail, return receipt requested. If proper notice is given, the notifying party or parties shall submit proposals no later than October 15. The parties shall begin to meet, confer, and negotiate no later than October 30 in accordance with the procedures set forth herein, and in accordance with the provisions of Title 16, Chapter 57, VSA, in a good faith effort to reach a mutual understanding and agreement. If neither party has notified the other of a desire to terminate or modify the agreement by October 1, this Agreement shall stand in full effect.

2.2 The parties will endeavor to produce a final agreement within thirty (30) days after agreeing to specific language changes. Failure of the parties to produce a master agreement in final form within this time frame will not give rise to a grievance filed by the Association, nor to an unfair labor practice claim being filed by the Board.

ARTICLE III: BOARD AND ASSOCIATION RIGHTS

3.1 The Board retains all of the rights and functions necessary to determine the educational policies of the District and to effectively manage the District except to the extent that they are expressly and specifically modified or limited by the written provisions of this Agreement. These rights include, but shall not be limited to, the right to plan, direct, schedule, assign, transfer and control employee work assignments and duties; to determine the means, methods, processes, materials and equipment necessary to deliver the services provided by the District; to maintain the efficiency of employees; to create, revise, and eliminate positions; to determine employee work schedules and hours; to establish and require reasonable rules and regulations not in conflict with the terms of this Agreement; schedule payroll dates; to hire employees; to discipline, suspend, discharge and not renew the contracts of employees for just cause.

3.2 The Board's exercise of any management right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

3.3 In accordance with Board policy and District practices, the Association shall have the right to use District facilities to conduct Association meetings.

3.4 The Association will have the right to use District mailboxes to communicate with bargaining unit members.

3.5 The Association shall have the right to use one bulletin board, to be designated by the district, for the posting of notices regarding Association activities and matters of Association concern.

3.6 The Association shall be permitted to meet with bargaining unit members on school property during the non-working time of the individual employee(s) provided doing so does not interrupt normal school operations. It is understood that any non-employee Association representative shall comply with District and building policy concerning the presence of non-employees with District buildings.

3.7 The District agrees to deduct from employees' salaries, payment for dues for the Association, Vermont-NEA, N.E.A., that employees individually and voluntarily authorize. Money shall be transmitted to the treasurer of the Association in accordance with the schedule established for members of the teachers' bargaining unit, and the Association shall disburse such monies to the appropriate Association or Associations. Authorizations shall be in writing and continuous from year-to-year as long as a person remains employed by the District unless he notifies the Board and the Association in writing by October 1 that he wishes to withdraw his authorization for dues deductions for the upcoming school year. The Association shall have full responsibility for notifying the District of the amounts for each membership year. The District shall cause such amounts to be deducted in substantially equal installments throughout the school year.

The Association shall have the full responsibility for notifying the District in advance of any changes in the dues deductions. For persons who join the Association after the start of the school year, the same practice for dues deductions shall be employed as is used for teachers.

3.8 The District agrees to administer payroll deductions to the extent the existing District computer system is able to accommodate such requests, for such items as United Way, credit unions, tax sheltered annuities, computer purchases, and insurance premiums. The District also agrees to administer payroll deductions for medical and dependent care reimbursement accounts.

3.9 By October 1 of each school year, the Association shall designate in writing to the Superintendent the name of representatives who are authorized to conduct Association business. Such representatives may conduct business during the workday provided that it does not interfere with the teaching or supervisory duties of such representatives, or any other staff member, or the normal operation of the school.

3.10 Pursuant to 16 VS.A. § 1984, the Association will have a minimum of sixty (60) minutes to meet with new employees during annual new employee orientations. Should an orientation day not be included in the regular workday of new employees, the Association will have the right to meet with a new employee during the employee's regular workday for no less than sixty (60) minutes, within ten (10) days of their date of hire. All employees will be paid for attending this meeting at their regular rate of pay.

Within ten (10) calendar days after hiring a new employee into the bargaining unit, the Board will provide the Association with the employee's name, job title, worksite location, work telephone number and email address, home address, personal email address, home and personal telephone numbers, and date of hire to the extent the Board is in possession of such information.

On at least an annual basis, the Board will provide. the Association with a complete list, in electronic format, of all employees in the bargaining unit. This list will include the following information for each employee to the extent that the Board is in possession of such information: the employee's name, job title, worksite location, work telephone number and email address, home address, personal email address, home and personal telephone numbers, and date of hire to the extent the Board is in possession of such information.

ARTICLE IV: TEACHER RIGHTS

4.1 Contract Issuance: Except as otherwise provided by this agreement, teachers shall be issued individual teaching contracts on or before April 30 or 10 days after a successor agreement is reached, but no later than June 30; teachers shall accept or reject such offers of employment by returning signed contracts not later than fourteen (14) days after the contract's issuance. If an individual teaching contract presented for signature to a teacher contains a factual and material error the Board will attempt to correct the error expeditiously. The teacher will be allowed fourteen (14) days after receipt of the corrected contract to sign and return the contract. Teachers will be allowed to request from the Superintendent a total of three weeks to turn in a signed contract. At the request of an individual teacher for whom a three-week response creates a hardship, the Superintendent in his sole discretion may allow, for good cause, additional response time.

4.2 Nondiscrimination: The Board and the Association agree that there will be no discrimination in the application of this Agreement on the basis of race, creed, color, religion, national origin, age, sex, handicap or marital status. Alleged violations of this Section shall not be subject to the arbitration provision of this Agreement.

4.3 Association Activities: The District and the Association acknowledge that each teacher shall, in accordance with Title 16 VSA § (1982(a), have the right to, or not to, organize, join or support the Association for the purpose of collective negotiations. Neither the District nor the Association shall discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment expressly set forth in this Agreement by reason of his/her membership or non-membership in the Association.

4.4 Temporary Contracts: Any other provision of this Agreement notwithstanding, the District shall have the right to issue a temporary contract to teachers hired to replace a teacher on an approved leave of absence (paid or unpaid). A teacher who is issued such a temporary contract shall not be entitled to any reemployment rights otherwise provided by this Agreement. Any teacher who is issued such a temporary contract shall not have access to the grievance procedure of this Agreement for any action to suspend, dismiss or not renew said teacher.

4.5 Just Cause: No teacher with more than two years' employment with the district shall be suspended, dismissed, or fail to have his/her individual teaching contract renewed except for just cause. Sufficient grounds for a just cause suspension or discharge shall include, but shall not be limited to, the following:

A. Incompetence.
8. Conduct unbecoming a teacher.
C. Failure to attend to duties.
D. Failure to carry out reasonable orders and directions.

The non-renewal, suspension and dismissal of teachers with just cause rights under this collective bargaining agreement may be appealed through the grievance and arbitration procedures of this Agreement. The non-renewal, suspension and dismissal of probationary and other teachers without just cause rights may be appealed as provided by 16 VS.A. §1752.

4.6 Written Reprimands: No material derogatory to a teacher's conduct, performance, service, character or personality will be placed in their personnel file unless they have had the opportunity to review the material. Any written reprimand received by a teacher from the administration shall include information documenting the basis for the reprimand. Additionally, any teacher receiving such reprimand shall be given the opportunity to attach a written response to this reprimand and have that placed in the teacher's file along with the written reprimand.

4.7 Any complaint regarding a teacher made to any member of the Administration by a parent, student or other persons shall be promptly investigated. No complaint shall be acted upon or become a matter of formal record unless in written form. If it is determined by the Administration or Board that the complaint may have merit, the Administration shall promptly notify the teacher in writing of the specific nature of the complaint. The teacher shall then have the opportunity to respond to and/or rebut such complaint.

4.8 Probation: Any other provision of this Agreement notwithstanding, during the first two (2) years of employment with the District, a teacher may be issued one (1) year probationary contracts. During this period of probation, any action to suspend, dismiss or not renew said teacher's contract shall not be subject to the grievance procedure of this Agreement. During this period of probation, an individual who is given notice of suspension, dismissal or non-renewal of contract may appeal said notice pursuant to the process set forth in 16 VSA, § 1752.

4.9 Discipline:

A. The Principal may require a teacher to appear before him/her in response to a potential disciplinary matter.

B. Whenever a teacher is issued a written notice of discipline, said notice shall include a description of the events prompting the discipline and a description of the corrective action expected of the teacher. This shall not apply to ordinary suggestions, corrections, directives and advice provided to a teacher as a part of the normal supervision and evaluation of teachers.

C. Whenever a teacher is required to appear before the Superintendent or the Board concerning any potential disciplinary matter which could lead to the teacher being disciplined, suspended or non-renewed, he/she shall be advised of the purpose of the meeting at least twenty-four **(24)** hours in advance of the meeting unless immediate action is necessary. At the teacher's option, he/she shall be entitled to Association representation at such meeting.

4.10 No teacher shall be required to administer medication or to perform nonemergency medical procedures without training from the school nurse.

ARTICLE V: GRIEVANCE PROCEDURE

Acknowledgement of Arbitration

In accordance with 12 V.S.A. Section 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.

5.1 Grievance: A "grievance" is a claim by a teacher or the Association that there has been a violation of the terms of this Agreement. Under no circumstances shall any matter which is not a part of this Agreement be subject to this procedure.

5.2 Time Limits: No grievance shall be considered valid unless it is submitted at Step 1 of the grievance procedure herein within twenty (20) days of the first occurrence that gave rise to grievance. Failure by the grievant or the Association to adhere to these procedures within the specified time period shall terminate the grievance as null and void. Failure of the appropriate administrator or Board representative to render a decision within the specified time shall be construed as a denial of the grievance and the grievant may proceed to the next step. For purposes of this Article, "days" shall consist of those days when school is in session. Between June 1 and September 1, all days shall consist of weekdays (Monday through Friday) exclusive of legal holidays as defined by Title 1 VSA § 371. Time periods specified in this Article may be extended by mutual agreement, in writing, between the grievant and the administrator attending to the grievance at that moment in time.

5.3 Representation: The grievant shall, at all steps of the grievance procedure herein provided for, be entitled to be represented by a representative of the Association. At no time shall an Administrative Official of the District represent the grievant. The Association and its affiliate, VT-NEA, shall be the sole and exclusive representative of the grievant.

5.4 Procedure: Each grievance shall be submitted in writing and shall include a statement of the issues being grieved as well as reference to the specific provisions of the Agreement alleged to have been violated and the specific remedy sought. The grievance shall at all times and throughout all steps of the grievance procedure remain the exclusive property of the grievant, who shall retain the right to withdraw the grievance at any time or at any step of the grievance procedure. The grievance may be withdrawn at any level without establishing precedent. Nothing contained within this grievance procedure shall be construed as limiting the right of an employee to discuss a complaint informally with his supervisor to having the dispute adjusted without the intervention of the Association, provided such adjustment is consistent with the terms of this Agreement. Should such informal process fail to resolve the grievance, then the procedure set forth below shall be initiated:

STEP 1 - The grievant shall forward a written copy of the grievance to the Principal in the format indicated above. A copy thereof shall, at the same time, be filed with the Superintendent and the Association. The Principal shall schedule a meeting with the grievant to take place within five (5) days of the receipt of the grievance. The Principal shall provide a written decision to the grievant, which shall include the reason upon which the decision is based, within five (5) days of said meeting.

STEP 2 - If the grievance is not resolved at Step 1, the grievant may appeal the Principal's decision by filing a written notice of appeal to the Superintendent within five (5) days of the date that the decision was due. Said appeal must include reasons for the grievant's dissatisfaction with the decision and the remedy sought. A copy thereof shall at the same time be filed with the Association. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days of receipt of the appeal. The Superintendent shall provide a written decision to the grievant, which shall include the reason upon which the decision is based, within fifteen (15) days of this meeting.

STEP 3 - If the grievance is not resolved at Step 2, the grievant may appeal the Superintendent's decision by filing a written notice of appeal within five (5) days of the date that the Superintendent's response was due. Said appeal must be filed in writing with the Chairman of the Board, together with written reasons for the grievant's dissatisfaction with the Superintendent's decision and remedy sought. Within fifteen (15) days of receipt of the appeal, the Boards shall arrange for a meeting with the grievant to hear the basis of the grievant's dissatisfaction with the Superintendent's response. The grievant may present the Board with such testimony and witnesses as he deems necessary to develop the facts pertinent to the grievance. Within seven (7) days of said meeting, the Board shall provide a written decision to the grievant, with copies provided to the Association.

STEP 4 - If a grievance is not resolved in Step 3, the Association may, within twenty (20) days of the deadline for receipt of the Board's decision, demand binding arbitration of the grievance. Such demand shall be in writing and sent to the Superintendent and shall include the reasons for the grievant's dissatisfaction with the Board's decision and remedy sought. The arbitrator shall be determined by mutual agreement between the Board and the Association. Should the parties be unable to agree upon the selection of an arbitrator within ten (10) days after the date of demand for arbitration, the Association shall file its request for arbitration with he American Arbitration Association **("AAA")** pursuant to AAA's Voluntarily Rules. If the grievance is not submitted to the AAA within twenty (20) days of being submitted to the Superintendent, the grievance shall be considered withdrawn.

5.5 The arbitrator's authority shall be limited to interpreting and applying the terms of this Agreement and he/she shall have no power to add to, subtract from, alter, disregard or modify any such provisions. The arbitrator shall be limited to the issues raised by the parties.

5.6. The expenses of the arbitrator's services shall be borne equally by the Board and the Association, however, each party shall be responsible for compensating its own representative and witnesses. If either party desires a transcript of the arbitration then that party shall bear the full cost of said transcript, including the cost of providing a copy to the other party.

5.7 Neither the Board nor the Association will take reprisals against any person because of his or her participation in this grievance procedure.

5.8 The Board and the Association will cooperate in the investigation of any grievance and will furnish each other with any information requested which is established to be pertinent to the processing of the dispute presently being grieved.

5.9 A grievance may be withdrawn or settled at any level without establishing a precedent.

5.10 Students who are minors shall, under no circumstances, be involved in the grievance meetings noted above unless written consent from a parent or legal guardian is filed with the Superintendent at least one (1) day prior to said meeting. The parent or legal guardian may be present at such meeting.

5.11 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant.

ARTICLE VI: WORKING CONDITIONS

6.1 Work Year: The work year of Norwich teachers will consist of one hundred eighty-five days. Of those days, one hundred seventy-five (175) student days and the ten (10) remaining days will consist of one (1) day for classroom preparation at the beginning of the year, (1) day for classroom clean up at the end of the year, two (2) days for parent-teacher conference days, and six (6) in-service days. The classroom preparation and clean up days will be free of scheduled meetings unless, upon mutual agreement, there is a specific need. Teachers will be provided the time to complete mandatory training required by the District. Annually, the Superintendent will consult with representatives of the Association prior to recommending a school calendar to the Board.

6.2 Work Days:

a) The Board recognizes the extensive amount of time and effort teachers may spend outside of the instructional day to prepare for their classroom teaching duties as well as to meet other professional responsibilities, such as attending conferences, school meetings, and other school-related activities.

b) Full time teachers work Monday through Friday with a workday defined as 7.5 hours. For the purpose of leave time accruals, and usage, the 7.5 hours representing a full day may be used incrementally when entering time off in the absence management system.

c) Part-time teachers may work Monday through Friday or any other combination of days and hours as needed determined by the Principal. Part time teachers shall be entitled to leave in proportion to the fraction of time worked rounded to the nearest quarter of an hour. Leave may be used incrementally when entering time off in the absence management system.

d) Each teacher shall receive a duty-free lunch period of at least 25 continuous minutes daily. The administration will strive to schedule this between the hours of 10:30 a.m. and 1:30 p.m.

e) Teachers shall be provided time to plan and prepare for classroom instruction, grading, case management, paperwork, and team preparation and planning. The District will make a reasonable effort to provide teachers with forty-five (45) minutes each workday for this purpose.

6.3 Extra Assignments: If a teacher is requested by the administration to perform services beyond his/her contracted assignment in a teaching capacity or other duties considered a part of their regular job description, he/she shall be paid at a per diem rate equal to 1/185th of a full-time teacher's salary at that teacher's step and track placement or a pro rata portion thereof if the teacher is part-time. Employees offered special project opportunities such as curriculum or committee work and who choose to participate, shall be compensated at the per diem rate of 1/185 of the Track 1, Step 1 salary.

6.4 Mentoring: Whenever a teacher is selected by the administration to serve as a mentor for a newly hired teacher, he/she shall be paid a stipend of five hundred dollars ($500) per year (pro-rated for part-time or partial year service). Mentoring duties shall be as assigned by the administration, in consultation with members of the faculty, and shall be described in the MCS staff handbook.

ARTICLE VII: LEAVES OF ABSENCE

Teachers contracted for less than full time (as defined in Article 6.2) will receive a prorated number of hours based on their percent of FTE.

7.1 Sick Leave:

A. Personal - Teachers shall be entitled to paid leave for absences due to personal illness and disability, including disabilities connected with or resulting from pregnancy, as set forth herein. Each teacher shall be entitled to fifteen (15) days of paid sick leave per fiscal year. Unused sick leave may be accumulated from year-to-year to a maximum of one hundred fifty (150) days per year and said accumulation shall be the maximum entitlement for any teacher. The District retains the right, at its discretion, to request a doctor's verification of any absence due to illness or disability that lasts more than three (3) days.

B. Family - A teacher's personal sick leave may be utilized by the teacher to attend to the illness of the teacher's spouse, parent, parent of the teacher's spouse, children, or member of the teacher's household. Additional leave may be taken in accordance with provisions of the FMLA.

C. Sick Bank - Each teacher may contribute up to five (5) days of his/her personal sick leave per school year to a sick leave bank. The maximum total accumulation of said bank shall be one hundred (100) days, and not more than one hundred (100) total days shall be used in any one school year. A teacher may utilize sick bank days after he/she has exhausted his/her personal sick leave up to the point in time he/she qualifies for the District's long term disability coverage or the point in time when such coverage is denied, whichever occurs first. A request for use of sick bank days must be made to the Superintendent. The decision as to whether or not to approve the use of sick bank days shall be at the sole discretion of the Principal and Superintendent of Schools. Medical certification may be required at the Superintendent's discretion. The Superintendent will provide notification to the Norwich Teachers' Association of the following: anytime a teacher requests days from the Sick Bank; the number of days approved for any request to withdraw days; and, the balance remaining in the sick leave bank following an approved request to withdraw days.

D. Each teacher's accumulated leave time will be printed and reported on their biweekly their pay stubs.

7.2 Bereavement Leave: Up to three (3) days per occurrence, not cumulative, shall be granted each teacher, subject to the approval of the Principal, because of a death of a person living in the teacher's immediate household or because of death in his/her immediate family. Immediate family shall be defined as parents, spouse, Vermont Civil Union partner, siblings, grandparents, children (including step/foster children and those for whom the teacher has been appointed guardian), grandchild and the corresponding in-laws of same. Bereavement leave may be extended (additional days and/or beyond immediate family) at the discretion of the Superintendent.

7.3 Personal Leave: Teachers shall be allowed up to four (4) days leave per year (non-accumulative) to be taken at the employees discretion. Personal leave may not be taken contiguous with school holidays or on teacher workshop days without the disclosure of a compelling reason and approval of the Principal. Personal days may be requested with at least twenty-four hours' prior notice to the Principal except in extenuating circumstances. In the case of an extenuating circumstance, as soon as possible after each occurrence, the teacher shall submit a signed statement indicating the nature of the extenuating circumstance to the Superintendent or his/her designee requesting that the days(s) taken are to be charged against the employee's personal leave days. Any days taken that do not meet the guidelines will be unpaid. The Superintendent in his or her sole discretion may grant additional personal leave days.

7.4 Jury Duty Leave: The District shall provide paid leave when a teacher is required to serve on jury duty, and the teacher shall remit to the District any fee received for serving on jury duty.

7.5 Military Leave: The District shall provide such leave as is required by federal and state law when a teacher serves in the armed forces of the United States of America.

7.6 Maternity Leave: - Notice of an employee's intent to utilize maternity leave shall be given by the employee to the Principal as early as possible. The District shall grant a maternity leave due to disabilities connected with or resulting from pregnancy. Such maternity leave shall be granted upon receipt of a practitioner/physician's letter identifying that period of time when the employee is temporarily unable to work due to pregnancy, childbirth, or pregnancy related medical complications. A teacher shall use personal sick days for this leave. She may utilize sick bank days only after she has exhausted her own personal sick leave in accordance with Policy GBRIBA-2. Maternity leaves granted under this provision will be considered as running concurrent with leave allowed under the FMLA and the Vermont Parental and Family Leave Act (PFLA). Any accumulated personal sick leave days taken under this provision will be considered to be part of the district's total obligation under FMLA.

7.7 Parental Leave: - Teachers may take a leave of absence for the remainder of the contract year for the purpose of caring for a newborn or adopted child under the following conditions:

The leave shall be requested at least one (1) month in advance, except when an unforeseen medical condition or lack of advance notice from an adoptive agency precludes such notice. Any parental leave taken under this provision will be considered to be part of the district's total obligation under FMLA.

A. 1. Except as provided by the Vermont Parental and Family Leave Act (VPFLA), The leave shall be unpaid. Insurances provided by this Agreement may be continued at the teacher's expense after the twelve (12) week period allowed under the FMLA.

2. The father or partner (including adoptive), with as much notice as possible, can choose up to five days from their accumulated sick days of paid leave or may request leave under the provisions of the FMLANPFLA.

7.8 Family Leave: - During any rolling twelve (12) month period, the Board will provide a teacher who qualifies for coverage under the FMLA, with up to twelve (12) weeks of unpaid leave within a year following the initial placement of a child sixteen (16) years of age or younger with the teacher for the purpose of adoption; or due to the serious illness (as defined by the FMLA) of the teacher, teacher's child, stepchild, ward, foster child, parent, spouse, or parent of the teacher's spouse. All benefits, including medical insurance, will continue to be provided by the Board during this time; teachers will continue to pay the same portion of medical insurance premium costs as specified elsewhere in this Agreement.

7.9 Professional Leave:

A. Professional Leave which does not involve financial remuneration to the teacher: At the discretion of the principal, teachers may be granted leave to attend workshops or for other activities for professional improvement.

B. Professional leave for which teachers receive financial remuneration from outside sources: At the discretion of the principal, teachers may be granted paid leave to conduct workshops or other professional activities for which they may receive outside remuneration. A teacher receiving any payment from an outside source for such an activity shall remit payment to the district up to the cost of the district's payment to the substitute for said teacher. Under this provision, the principal's decision as to whether or not to grant leave shall not be grievable. Guidelines for administering professional activities to teachers shall be governed by the provisions of the Professional Activities Policy, GBEA.

C. Teachers shall be granted no more than five (5) professional leave days in any given school year. The Superintendent in his or her sole discretion may grant additional professional leave days.

7.10 Statutory Leave: The Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("VPFL"). The District shall provide eligible teachers up to 12 weeks of unpaid leave during a 12-month period as defined in Board policy. Leave pursuant to each of these acts shall be provided' according to the Board's policies and practices.

Pursuant to these policies and practices, whenever a teacher is entitled to and/or granted paid or unpaid sick (disability) leave or family leave pursuant to the terms of this Agreement and the teacher is also entitled to leave pursuant to the FMLA and/or VPFL for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLANPFL will be provided concurrently. The teacher may elect to use up to six (6) weeks of any paid leave which he/she has accrued under the terms of this Agreement during any period of leave provided pursuant to FMLA and/or VPFL. Except in the case of the teacher's own serious health condition, the use of paid leaves provided in this Agreement cannot be used to extend leave provided under the FMLA/VPFL. Also, FMLA/VPFL leave will be provided concurrent with Workers' Compensation benefits where concurrent entitlement exists. All other matters regarding the administration of leave provided pursuant to the FMLA and the VPFL shall be as provided by the District's policies and procedures.

7.11 Other Leaves: A leave of absence for reasons not specifically set forth in this Article, which shall include but shall not be limited to extensions of specific leaves (sick, bereavement, personal, parental, etc.), may be granted with or without pay or benefits at the sole discretion of the Board or their designee; the exercise of said discretion shall not be subject to the grievance procedure of this Agreement.

7.12 Enrichment Grants:

A. For the 2022-2023 academic year, the amount of enrichment grants will be $15,000. Neither the School Board nor the Committee (Article 7.12 E) is compelled to award the entire annual amount should the committee conclude a deficiency of suitable proposals exists. Any funds not awarded for a school year shall lapse.

B. One teacher may request up to $5,000 in total grant funding in one school year.

C. Grants must be used to enrich the teaching of the recipients, and to further the educational goals of the District. Grants may be used for course work, study with an expert in his/her field, research for writing books or articles, independent study, individual curriculum work, etc.

D. Annually, the deadlines for the submission of proposals shall be April 1 and October 1. All proposals shall include the goal(s) of the enrichment grant. The committee shall act on all proposals within thirty (30) calendar days of the submission deadlines. The committee may award conditional approval pending modification of the proposal. In the case of conditional approvals, final approval shall be made within sixty (60) calendar days of the above referenced submission deadlines.

E. The enrichment grant committee shall consist of two (2) teachers selected by the Norwich Teachers' Association, the Marion Cross School Principal, and two (2) School Board members.

F. Within ninety (90) days after completing an enrichment grant project, the teacher shall submit to the committee a full written account of the project's activities, and a description of how the project met the goals of the proposal. The committee shall review this report and determine whether the goals were met. If the committee believes the goals were not met, it may make recommendations to the teacher as to how to meet the goals, and how to report this accomplishment. The committee may require the teacher to submit a revised report.

G. Funds for enrichment grants shall be disbursed under the same guidelines as other staff development funds. Advance funding of no more than 2/3rds of the total cost of the proposal from the subsequent year's enrichment grant budget may be available if approved by the committee. If during the last year of this contract, there is a successor agreement in place between the teachers and the board which includes enrichment grant funding, then the April round of applications may be approved and advance funding may be made. If there is no successor agreement between the board and teachers which includes enrichment grant funding, the April round of applications may be tentatively approved pending a successor agreement but no funding nor advanced funding will be approved.

ARTICLE VIII: COMPENSATION

8.1 Salaries: The salary schedule for teachers shall be as set forth in the appendices attached hereto. The District shall have the discretion to determine the appropriate credit to be granted to newly hired teachers for prior experience and educational attainment; once the appropriate credit is determined, the teacher shall be placed at the appropriate step and column on the salary schedule.

8.2 Salary Schedule Advancement:

A. Step - A teacher shall receive one (1) year of experience for each subsequent year of teaching in the District within the limits established in the salary schedule. Step increases shall not be withheld arbitrarily, capriciously, or without a basis in fact.

B. Column - A teacher shall be eligible for horizontal column movement based upon the earning of post-Bachelor degree course credit; or conference and workshop participation.

1. Column Advancement with Workshop/Conference Credits: All course and workshop hours that are to be counted towards column advancement must be approved by the Superintendent prior to participation in a workshop or conference. The standard that shall be used by the Superintendent of Schools for the purpose of approval of workshops and conferences for column advancement shall be that activities must represent new rather than redundant professional development activities that represent significant opportunities for professional growth. No credit for column advancement will be granted for workshops or conferences which, in the judgment of the Superintendent, represent areas in which an individual has already achieved familiarity or competence, even though such workshop and conference experiences might be approved for the purpose of recertification hours. Also, credit for column advancement shall not be granted for multiple workshop experiences that in the judgment of the Superintendent are unrelated and not part of a cohesive plan to pursue development in a specific area. Additionally, no credits shall be granted for column advancement for activities such as independent reading, travel, or other activities in which contact hours involved in the professional growth cannot be clearly documented. For those conferences and workshops approved by the Superintendent for column advancement, individuals may accumulate up to seventy-five hours (five credits) in any given school year. Hours earned beyond this limit may be counted for recertification but may not be used for column advancement. Also, hours accrued beyond the seventy-five may not be carried over to another school year for purposes of column advancement.

2. Column Advancement with Graduate Course Work: for post-Bachelor course credit, the Superintendent must have approved such course credit. In the case of salary schedule movement beyond a Master's degree, such course credit may have been earned prior to the attainment of the Master's degree provided credits are at a graduate level and have not been used toward the successful completion of the Master's degree. Column advancement may not be granted until such time as an approved grade report or transcript is received from the institution from which the course was taken indicating performance at a B or better level. For courses not awarding a letter grade, a "passing" indication will suffice. Audited courses may not count for column advancement.

C. Teachers who plan to advance a column must notify the Superintendent of Schools between September 1 and December 1 preceding the school year in which column advancement is anticipated. For example, if a teacher believes he or she will be eligible for a track advancement for the year beginning September 1, 20x7, he or she must notify the superintendent in writing between September 1, 20x6 and December 1, 20x6.

1. In order to actually receive the planned column advancement, a teacher must provide the Superintendent with documentation from the institution or group sponsoring the workshop/course that necessary credits have been earned, accompanied by a written request for column advancement.

2. Continuing the above example, if appropriate documentation is received prior to September 15, 20x7, a teacher's compensation for that school year (i.e. 20x7-x8) will be based on the full amount of salary indicated on the salary schedule for the column to which he/she has advanced. If documentation is received after on or after September 15, (in this example, September 15, 20x7) the salary increase for the teacher will be prorated, as follows:

--If documentation is received on or after September 15, 20x7 but before December 31, 20x7 the advancement to the higher salary will be effective as of January 1, 20x8.

--If documentation is received on or after January 1, 20x8 but before March 31, 20x8 the advancement to the higher salary will be effective as of April 1, 20x8.

--If documentation is received on or after April 1, 20x8 the advancement to the higher salary will be effective as of the beginning of the subsequent school year, 20x8-x9.

8.3 Insurances: The District agrees to provide insurance coverage for full-time employees as set forth herein, subject to the eligibility requirements of the individual insurance carrier. Said insurance coverage shall be provided with the recognition that the District shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such claim. Further, the District shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage set forth in this Agreement. After prior consultation with the Association, the District may change the insurance carrier or plan set forth herein provided the resulting coverage is comparable to that provided by the carrier or plan set forth herein.

A. Health Benefit

1. Effective July 1, 2020, pursuant to 16 VS.A. chapter 61 (Commission on Public School Employee Health Benefits), health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by the written document incorporating the terms of the statewide health insurance bargaining.

2. By law, the terms of the agreement incorporating all matters agreed to in negotiation by the Commission on Public School Employee Health Benefits are incorporated by reference into this Agreement. Printed at the end of this Agreement, located in Appendix B, is a terms and conditions document from the Commission on Public School Employee Health Benefits. This terms and conditions document is included only for the convenience of the parties hereto as a reference; it was not bargained or agreed to by the parties to this Agreement and for the purposes of this Agreement shall apply to members of the bargaining unit only and it is subject to change in subsequent state-wide bargaining between the Commission on Public School Employee Health Benefits.

The terms and conditions document in Appendix B will automatically be considered amended to the extent necessary for full compliance with subsequent changes to such state-wide health insurance and related benefits terms and conditions.

3. Cash in Lieu: In the event that a teacher elects not to be covered by the Blue Cross/Blue Shield plan provided herein, he/she shall be paid the sum of $1,250 at the close of the school year for which he/she waived coverage.

4. Medical Insurance for Retirees: Any member of the Norwich Teachers Association who 1) has been employed as a teacher for at least twenty years, at least the last fifteen of which shall have been as a teacher at the Marion Cross School, and 2) has attained the age of 55 or has taught for a total of 30 years prior to June 30 of the teacher's final active teaching year, will be eligible for medical insurance coverage at retirement, as follows. The District will pay the difference between the total premium for single person medical insurance for the retired teacher and the amount subsidized by the Vermont Retirement System, until the retired teacher becomes eligible for Medicare benefits.

In other words, single person medical insurance will be provided to the retired teacher, with total premiums being paid by a combination of contributions from the Norwich School District and the Vermont Retirement System.

Teachers will qualify for this extended medical insurance benefit only if they are not eligible for equivalent insurance benefits from another employer.

Provisions outlined in this paragraph will expire on June 30, 2019.

B. Dental Benefit: The School Board will fund the cost of a single person plan per employee per year for a program to provide dental benefits to bargaining unit employees. This funding shall be provided on a pro rata amount based on the full time equivalent status of the employee.

C. Life Insurance - The District shall provide and pay the full premium for a term life insurance policy for each teacher with a face value of fifty thousand dollars ($50,000).

D. Long Term Disability Insurance - The District shall provide and pay 100% of the premium cost for long-term disability insurance. Basic benefits of this policy are as follows:

1. In the event of disability, the policy will pay the disabled employee an amount equal to 70% of his/her salary, not to exceed $3,000 per month. "Salary" is defined as "insured's earnings" in effect from the employer for the 12-month period immediately prior to the date disability begins. Annual salary does not include bonuses, overtime pay, and extra compensation. Benefits will be subject to all applicable taxes.

2. To be eligible for disability insurance payments, the employee must have been disabled for 180 consecutive calendar days and must have exhausted all sick leave benefits.

3. The policy will included a "zero day residual" feature, as per insurance carrier contract language. This feature permits the insured to be partially or totally disabled throughout the elimination period to qualify for LTD benefits.

4. Once disabled, benefits will continue until that employee reaches ages 65 but may continue beyond age 65 if the employee was between the ages of 60 and 69 when the disability occurred.

5. Employees on disability will be eligible for five cost-of-living adjustments at 3% each, on each anniversary of the benefit payments.

6. The Board may select coverage which provides additional benefits to, but never less than, those listed above. Copies of the detailed policy will be made available to all employees.

E. Section 125 Plan. The Board agrees to administer a Section 125 Plan for teachers. This plan benefit may be utilized for insurance premium conversion, dependent care expenses, and medical reimbursement. Employees will be allowed to contribute to applicable plans the maximum amount allowed by IRS guidelines and federal law.

8.4 Teachers may elect to be paid in either twenty-two (22) or twenty-six (26) substantially equal installments starting with the first Friday that is a payday after the teachers return to work following the summer break. The final paycheck will be made on the next regular payroll cycle after the last contract date worked.

8.5 Part-Time Teachers: The District shall make the contributions toward insurance costs as provided in this Article for eligible part-time teachers who are issued an individual teaching contract. Prorated based on a full-time teacher working 37.5 hours per week.

8.6 Course Reimbursement:

A. All Members of the Bargaining Unit:

The District shall reimburse each employee covered under this agreement up to the cost of three University of Vermont graduate credits per year for graduate and undergraduate courses approved by the Superintendent or his/her designee, seminars, or workshops. Undergraduate credits may be reimbursed only if such professional development is approved by the administration in order to fill a need of the School District. If the teacher does not complete the course/receive a passing grade, the teacher must reimburse the district. The Board's total tuition reimbursement expense under this subsection (8.6A) shall not exceed $50,000 per year.

B. Members of the Bargaining Unit who are Pursuing an Advanced Degree:

In addition to the reimbursement outlined in Article 8.6.A above, the District shall reimburse each employee covered under this agreement, who is pursuing an advanced degree, up to three thousand dollars ($3,000) per year for graduate level course work at an accredited institution of higher learning. To qualify for this additional reimbursement, an employee must notify the principal of his/her intent to pursue an advanced degree prior to enrolling in a graduate level course and produce documentation from the college or university of matriculation into the program. Reimbursement will be made only after the employee's expenses have been approved by the principal. The Board's total tuition reimbursement expense under this subsection (8.6B) shall not exceed $9,000 per year.

C. Conditions:

To qualify for reimbursement under Articles 8.6.A and 8.6.B, the request for reimbursement, together with proper documentation of expenses, must be furnished to the Marion Cross School Administrative Assistant no later than thirty (30) days following completion of the activity. Reimbursement may not be granted until such time as an approved grade report or transcript is received from the institution from which the course was taken indicating performance at a B or better level. For courses not awarding a letter grade, a "passing" indication will suffice. Rules governing the reimbursement of expenses will be found in the Norwich School District policy: GCIA - Travel Policy and associated procedures document GCIA-R.

8.7 Mileage: When a teacher uses his/her personal automobile for District work at the direction of the District, he/she shall be reimbursed at the current IRS rate.

8.8 Annuity: The Board will match an annuity contribution of up to 4% of salary by each teacher employed by the District on May 9, 2011; teachers not employed by the District on the above date will receive a 2% matching contribution by the Board. Enrollment in the program must be completed by August 31 in order to receive the full year's benefit. Matching contributions by the Board for professional employees who enroll after this date will be on a pro rata basis.

Article 8.9: Early Retirement

After a minimum of eighteen (18) years of service in the district, an employee meeting the minimum eligibility requirements of the Vermont Retirement system may enroll in the following program. Employees who have worked part-time are eligible for this program on a pro-rated basis if they have the equivalent of eighteen (18) years of full time service.

a) Early retirement must occur no later than June 30 of the school year in which the employee reaches age sixty-two (62) and the employee must be at least 55 years of age by September 1, in the first year of early retirement. Employees electing early retirement must be actively engaged in their duties onsite at Marion Cross Elementary School. Employees on a medical leave of absence who are otherwise qualified may appeal to the Superintendent for an exception to the requirement that they be actively engaged in their duties onsite.

b) An employee electing to retire early shall notify the School Board of his/her intent to retire early by submitting a letter of resignation to the SAU office no later than November 1 requesting early retirement effective July 1 of the following calendar year. This letter represents a commitment that cannot be withdrawn after sixty (60) days following its submission. Notices of early retirement submitted at other times may be considered at the discretion of the Superintendent.

c) If there are multiple applicants, up to three (3) requests per year shall be approved by the School Board. Those teachers with the greatest seniority will be given first consideration.

Second consideration will be given in order of filing date if employees of equal seniority apply. If a teacher is not granted early retirement for the year of initial request and reapplies the following year, that teacher will be placed ahead of any other teachers requesting early retirement at a later date. The approval of early retirement shall be treated as a voluntary termination and the teacher shall have no guarantee to continue teaching in the District after that date.

d) The early retirement stipend shall be equal to 132% of Track 1, Step 1 of the Salary Schedule in effect during the last year of the employee's employment, and shall be paid in equal monthly installments over a period of seven (7) years commencing with the month following the retirement date. Retirees may designate a beneficiary to whom payments will be made in the event of death before the complete payment of the stipend. In the case of no designated beneficiary, payments will be made to the estate of the deceased retiree.

ARTICLE IX: NO STRIKE CLAUSE

9.1 The Board and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The Association agrees, therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation thereof during the life of this Agreement, and the Board agrees that there shall be no lockout.

ARTICLE X: SEVERABILITY

10.1 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 provision 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. The parties shall meet as soon as possible to negotiate a substitute provision.

ARTICLE XI: FINAL RESOLUTION

11.1 This Agreement represents the final resolution of all matters in dispute between the parties, constitutes the entire Agreement between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

11.2 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XII: REDUCTION IN FORCE

12.1 No teacher will be laid off under the provisions of this Article if the reduction in staff can be accomplished by normal staff turnover.

12.2 Notification to Association: The Association shall be notified of any contemplated reduction in force, stating curricular area and staff member as early as possible, but no later than April 1, for any reduction scheduled to take effect in September of the following school year. In the event of a defeated budget, the Board decision on reduction in force shall be made no later than 15 days following the passage of the annual school district budget, provided this is no sooner than April 1, or not later than June 15 of the school year preceding the proposed reduction, whichever comes first.

At the request of the Association, the Board will provide an opportunity to discuss the need for a reduction in staff. This will be a meeting before the Board and shall be held prior to a formal Board decision regarding staff reduction.

12.3 Notification to teacher: Any teacher or teachers involved will be notified in writing of any intended reduction of staff on the same schedule as the notification to the Association shown above. Written notification will only occur after a meeting between the teacher(s) involved and the Principal. The teacher(s) may have a representative of the Association present at such meeting.

12.4 Selection of teachers for layoff: Provisions of Article 12 shall apply only to teachers on continuing contract. Teachers shall be laid off in reverse order of seniority within a teaching category: classroom teacher, special subject area teacher, special education teacher, guidance counselor. Seniority will be based on the number of continuous years of professional service in the Norwich School District. Time spent on sabbatical leave shall be counted as part of continuous service. Time spent on approved personal leave will be subtracted from total service but will not be considered an interruption of service.

Part-time teachers will accrue seniority in the same manner that they advance on the pay scale; i.e., they will earn a year of service regardless of the part-time nature of their employment.

In the event of teachers having equal seniority, the determination shall be based on the following criteria in order:

A. Prior experience in the District, which shall include all other service before the current term of continuous service;

B. Documented job performance.

C. Ability to perform the work in question as determined by the Administration.

Should the Board deem it necessary to eliminate or reduce a position other than classroom teacher, the teacher(s) affected shall have the right to displace other employees as defined in Section 12.6.

12.5 Seniority List: The Board agrees to establish and publish a seniority list by November 1 of each year. Teachers shall have the right to challenge their place on this list by serving notice of the challenge directly to the Administration within ten calendar days of the list's publication.

12.6 Displacement Rights: A teacher who is notified that he or she is to be laid off will have the right to displace a less senior teacher, subject to the following conditions:

A. Written notice to displace a less senior teacher is given by the teacher to the Superintendent and the Principal with a copy to the Association within ten calendar days after a teacher is notified that he or she is to be laid off. Within ten calendar days after the Superintendent and the Principal receive such notification, the Principal will notify the less senior teacher that he or she is to be displaced.

B. The laid-off teacher exercising displacement rights is certified by the Vermont Department of Education to perform the work. In the event that a teacher is required by the Administration to take additional training, then the costs of such training will be paid for by the District.

C. A teacher may accept layoff instead of exercising his or her right to displace another teacher. In such case, said training may occur during the recall period and the teacher shall be recalled as defined in Section 12.7.

D. A teacher who is to be displaced pursuant to this Section will have the same rights to displace a less senior teacher.

12.7 Recall rights: If there is a vacancy in the Norwich School District, laid-off teachers who are qualified to perform the work in question will be recalled in seniority order. Teachers shall retain the right to recall for a period of two years from the effective date of layoff, which is September 1. It shall be the responsibility of the teacher to keep a current file with the Administration. Notice of recall will be given by registered mail to the last address given to the Board by the teacher or teachers. If a teacher fails to respond within twenty-one days, he or she will be deemed to have refused the offered position and to have waived recall rights under this Agreement. A teacher may refuse an offer and maintain recall rights if the position offer results in a change of the teacher's position from full-time to part-time.

Article 12.8 Insurance: In the event that the laid off teacher is unable to find other employment, the School District agrees to comply with the federal COBRA law, permitting him or her to buy the current medical insurance coverage for eighteen (18) months at the group rate which the school district pays.

12.9 A teacher who is laid off shall, if he or she desires, have priority on the substitute list.

ARTICLE XIII: DURATION OF AGREEMENT

13.1 This Agreement shall take effect retroactively to July 1, 2026, and shall continue in full force and effect until 12:00 midnight, June 30, 2029, and from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other as provided herein.

For the Norwich Teachers Association

Print: Kevin Petrowe

Dated: 6/15/26

For the Norwich Board of School Directors

C. Garrett Palm

Print: C. Garrett Palm

Dated: 6/17/26

APPENDIX A: SALARY SCHEDULES

Teacher Salary Schedules - FY26-27, FY27-28, FY28-29							
2026-2027 Projected Salary Schedule Increase:		**0.035**		**Top Step 0.035**			
STEP	TRACK 1 BA	TRACK 2 BA+15	TRACK 3 BA+30	TRACK 4 BA+45, or MA	TRACK 5 MA+15	TRACK 6 MA+30, or 2 MA's	TRACK 7 MA+45, 2 MA's15, or PhD
1	54484	56560	58636	60710	62787	64862	66938
2	57079	59154	61229	63306	65382	67457	69532
3	59672	61750	63824	65901	67976	69534	72127
4	62269	64338	66419	68495	70570	72646	74722
5	64862	66938	69014	71089	73165	75240	77317
6	67457	69532	71609	73687	75760	77835	79910
7	70052	72127	74193	76278	78354	80430	82505
8	72746	74722	76797	78873	80948	83025	85100
9		77317	79392	81468	83543	85617	87693
10		79910	81986	84062	86137	88212	90288
11		82508	84581	86655	88732	90807	92882
12		85184	87176	89250	91326	93402	95477
13			89757	91845	93920	95996	98071
14			92363	94440	96515	98590	100666
15			95033	97108	99181	101254	103262
16							105856
17							108515

2027-2028 Projected Salary Schedule							
Increase:	0.03					Top Step	0.03
STEP	TRACK 1 BA	TRACK 2 BA+15	TRACK 3 BA+30	TRACK 4 BA+45, or MA	TRACK 5 MA+15	TRACK 6 MA+30, or 2 MA's	TRACK 7 MA+45, 2 MA's15, or PhD
1	56119	58256	60395	62531	64671	66808	68946
2	58792	60929	63065	65205	67343	69481	71618
3	61462	63603	65739	67878	70015	71620	74291
4	64137	66268	68412	70550	72688	74825	76962
5	66808	68946	71084	73222	75360	77498	79636
6	69481	71618	73757	75897	78033	80170	82308
7	72153	74291	76419	78567	80704	82843	84980
8	74928	76963	79101	81239	83377	85515	87653
9		79636	81773	83912	86049	88186	90324
10		82308	84446	86584	88721	90858	92997
11		84983	87119	89255	91394	93531	95668
12		87739	89791	91928	94066	96204	98341
13			92450	94600	96738	98876	101014
14			95134	97273	99410	101548	103686
15			97884	100021	102156	104292	106360
16							109031
17							111770

2028-2029 Projected Salary Schedule Increase: 0.03				Top Step 0.03			
STEP	TRACK 1 BA	TRACK 2 BA+15	TRACK 3 BA+30	TRACK 4 BA+45, or MA	TRACK 5 MA+15	TRACK 6 MA+30, or 2 MA's	TRACK 7 MA+45, 2 MA's15, or PhD
1	57803	60004	62207	64407	66611	68813	71014
2	60555	62757	64957	67161	69364	71565	73767
3	63306	65511	67711	69914	72115	73769	76520
4	66061	68256	70464	72667	74868	77070	79272
5	68813	71014	73217	75418	77621	79822	82025
6	71565	73767	75970	78174	80374	82575	84777
7	74318	76520	78711	80924	83125	85328	87530
8	77176	79272	81474	83677	85878	88081	90282
9		82025	84227	86429	88631	90831	93034
10		84777	86979	89181	91383	93584	95787
11		87533	89732	91933	94135	96337	98538
12		90371	92485	94685	96888	99090	101291
13			95223	97438	99640	101842	104044
14			97988	100191	102393	104594	106797
15			100820	103022	105221	107420	109551
16							112302
17							115123

APPENDIX B – Statewide Health Benefits Agreement (subject to change)

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 contractional relationship. In the event two or more districts have identical contractional 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

12/29/21

Elizabeth Fitzgerald, LJ.air, Duly authorized — Date

For the Employee Commissioners:

Michael Campbell, Chair, Duly authorized

12/2/21

Date