

***AGREEMENT BETWEEN THE  
RIVENDELL BOARD OF SCHOOL DIRECTORS  
AND THE  
RIVENDELL EDUCATION ASSOCIATION***

***Education Support Personnel Unit***

***VERMONT-NEA/NEA***

**July 1, 2022 – June 30, 2024**

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## **AGREEMENT**

This Agreement is herein entered into between the Rivendell Board of School Directors hereinafter known as the "Board," and the Rivendell Education Association, hereinafter known as the "Association."

### **ARTICLE I RECOGNITION**

**1.1** The Board recognizes the Association as the exclusive bargaining agent representing all support staff not excluded by agreement (as defined in Title 21 VSA Chapter 20). The bargaining unit shall consist of the following positions: all kitchen staff (including, but not limited to head and assistant cooks) secretarial staff (including, but not limited to all secretaries, administrative assistants, and Executive Assistant to the Head of Schools/Rivendell Academy Principal), learning coach (including, but not limited to, librarian assistants, special education tutors, behavioral specialists, special education assistants, special education assistants ECP, resource room tutors and instructional assistants), all custodian and maintenance employees (including, but not limited to, team leaders), all instructional support personnel (including, but not limited to, community based learning coordinators), van drivers and other support staff employees who are not certified, confidential, or supervisory.

The positions to be excluded from the bargaining unit are Director of Operations, and all Central Office Personnel (including, but not limited to, information technology specialists, grant writer, accounting clerk/HR Assistant, payroll clerk/HR assistant, special education administrative assistant/Medicaid clerk, District Office Executive Assistant, and Human Resources manager).

**1.2** Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as "employees."

### **ARTICLE II NEGOTIATIONS**

**2.1** On or before October 1 of the school year in which this Agreement expires, either the Association or the Board may notify the other of its desire to terminate or modify the terms and conditions of the present Agreement. Notice shall be in writing via certified mail. If proper notice is given, the notifying party shall submit to the other party, proposals regarding all issues over which it wishes to negotiate, no later than November 1. Thereafter, the parties will schedule and conduct negotiating sessions as provided herein.

**2.2** Negotiations shall be conducted as per VSA Chapter 20, Title 21 V.S.A.

**2.3** The Board agrees not to negotiate or otherwise deal with any Support Staff Organization, group, or individual other than the Association identified in Article I.

**2.4** If, after negotiations have taken place on all matters properly before them, the Board and the Association are unable to reach agreement on specific items, they shall resolve the existing impasse in accordance with VSA Chapter 20, Title 21 V.S.A.

**2.5** This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters whether or not covered by this Agreement. The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way affect

the relations between the parties, except where such agreements have been reduced to writing and signed by the parties.

### **ARTICLE III RIGHTS OF THE EMPLOYEE**

**3.1 Union Rights:** Each employee has the right to organize, join and support the Association for the purpose of engaging in collective bargaining as defined by Vermont law. It is further agreed that each employee has the right not to join or support this, or any other employee association.

**3.2 Nondiscrimination:** Neither the Board nor the Association shall discriminate against any employee with respect to salary or conditions of employment as defined in this Agreement, by reason of her/his membership or non-membership in the Association, nor for participation or non-participation in any of the lawful activities of the Association.

**3.3 Union Representation:** Whenever any employee is required to appear before the administration, the Board, or any committee of the Board regarding a complaint, a charge concerning the employee's competency, or a disciplinary action, the employee shall be entitled to be represented by a member of the Association. When meetings over such issues are conducted before the Board, the employee shall be entitled to a minimum of twenty-four (24) hours advance notice of the meeting and written notice of the reason for the meeting.

**3.4 Personnel File Review:** Employees shall have the right, upon request, to review the contents of their personnel file and to receive a copy, at Board expense, of such contents. An employee will be entitled to have a representative of the Association accompany him/her during such review.

**3.5 Personnel File Content:** No material derogatory to an employee's conduct, services, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee 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 employee will also 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.

**3.6 Complaints:** Any complaint regarding an employee made to any member of the administration by any parent, student, or other person, shall be promptly called to the attention of the employee and investigated. The employee shall be informed of the disposition of the complaint. The employee shall receive a copy of any written complaint or shall receive a written summary of any complaint. The employee will be given an opportunity to respond to such complaint during the investigation and/or rebut the findings of the investigation.

**3.7 Just Cause:** Except for probationary employees, no employee shall have his/her compensation reduced, employment non-renewed or be disciplined, suspended, or dismissed without just and sufficient cause. An employee's non-renewal or dismissal may be appealed by following the grievance and arbitration procedures of this Agreement.

**3.8 Probationary Contracts:** A newly employed employee shall serve a probationary period during their first ninety (90) working days of employment in a unit position. The decision of the Board to dismiss or not renew a probationary employee shall not be subject to the just cause or grievance arbitration process of this Agreement.

**3.9 School Year Employment Renewal:** The Board shall issue renewal notices (i.e., letters of intent) or employment contracts to school year employees by June 1. An employee receiving a renewal notice shall indicate acceptance by signing and returning said notice no later than fifteen (15)

calendar days after issuance of the renewal notice or contract. Failure of an employee to return his/her signed renewal notice or contract within the time frame noted herein 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 employee and the Superintendent. In the event that the Board and the Association have not ratified a new collective bargaining agreement by the issuance dates noted herein, individual renewal notices or contracts shall be issued at the employee's then-existing salary/wage rate. These renewal notices or contracts shall be adjusted at the completion of negotiations to reflect the terms of the successor to this Agreement.

**3.10 Resignation:** A letter of resignation from an employee, stating reason or reasons for leaving, is required at least (2) two weeks prior to said termination date.

**3.11 Health and Safety:** The parties recognize that the health, safety, and well-being of the students are their primary responsibility. As defined by state and federal health and safety laws (e.g., VOSHA and OSHA) employees shall not be required to work under unsafe or hazardous conditions.

## **ARTICLE IV** **GRIEVANCE PROCEDURE**

### **4.1 Definitions:**

**A. Grievance:** A grievance shall be defined as a claim by the Association, employee, or employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

**B. Grievant:** The grievant shall be the employee, employees, or Association instituting a grievance at its initial step under this Agreement.

**C. Time Limits:** All the time limits consist of employee workdays except when a grievance is submitted on or after June 1, after which time the time limits shall consist of weekdays. Failure by the grievant to adhere to these procedures within the specified time periods shall render the grievance null and void. Failure of any administrative body to render a decision within the specified time limit will allow the grievant or the Association to advance the grievance to the next step in the Grievance procedure. The time limits noted herein may be extended by mutual agreement between the Association and the Superintendent or Board.

**D. Grievance Committee:** Upon selection of members by the Association, the Board shall recognize an Association Grievance Committee. One association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance. Nothing herein contained will be construed as limiting the right of any employee having potential grievance to discuss the matter informally with his/her supervisor and having a grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

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

**Step 1:** The grievant shall present the grievance in writing, setting forth the specific problem being grieved, and the redress sought, to the immediately involved principal. The principal shall arrange for a meeting with the grievant and the Association's Grievance Committee to take place within ten (10) days of his/her receipt of the grievance. The principal must provide

the grievant and the Association with a written decision on the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision was based. No grievance shall be given formal consideration unless it is filed at Step I within twenty (20) days of when the grievant could have had knowledge of the occurrence, which gave rise to the grievance.

**Step 2:** If the grievance is not resolved at Step 1, then the grievant may refer the grievance in writing, indicating the reasons for dissatisfaction with the decision of Step 1 and the redress sought, to the superintendent or his/her official designee within ten (10) days after receipt of the Step 1 decision. The superintendent shall arrange for a meeting with the grievant and the Association's Grievance Committee to take place within ten (10) days of his/her receipt of the grievance. The superintendent shall render a decision in writing, giving reasons upon which his/her decision is based. Copies of the written decision shall be given to the grievant and the Association within ten (10) days of the meeting.

**Step 3:** If the grievance is not resolved at Step 2, the grievant may, within ten (10) days of receipt of the Step 2 decision, forward the grievance to the Chairman of the School Board or his/her agent setting forth the reasons for dissatisfaction with the Step 2 decision and the redress sought. The Board, or a Committee thereof, shall, within ten (10) days of receipt of the appeal, hold a hearing with the grievant and the Association's Grievance Committee. Each party shall have the right to include in its representation such witnesses and as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall render a decision, in writing, giving the reasons upon which, its decision was based. The written decision shall be delivered to the grievant and the Association within ten (10) days of the Board's hearing.

**Step 4:** If the Association is not satisfied with the disposition at Step 3, then the Association may request binding arbitration of the grievance. Such request shall be in writing and shall be submitted to the Superintendent of Schools. The parties may mutually select an individual to serve as arbitrator or may submit the matter to the American Arbitration Association ("AAA"). If the grievance is not submitted to the AAA within twenty (20) days, the grievance shall be considered withdrawn, with prejudice. Decisions of the arbitrator in matters regarding the grievance shall be final and shall not be subject to appeal by either party, except as provided by the Vermont Uniform Arbitration Act (12 V.S.A. Chapter 192) and the Rules of the AAA.

**4.3** The Board, the Association and individual employees understand that this Article IV of this Agreement contains an agreement to arbitrate grievances. After signing this agreement, the Board, the Association, and the employees 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.

**4.4** Neither the Board nor the Association will be permitted to assert any grounds before the arbitrator, which were not previously disclosed to the other party prior to the arbitration hearing.

**4.5** The arbitrator shall not have the power to add to, delete from, or in any manner alter the terms of this Agreement. The arbitrator is empowered to award only compensatory damages and shall have no authority to award interest on such damages or attorney fees. Unless the parties agree in the statement of the issue presented to the arbitrator, the arbitrator shall have no authority to hear or rule on any claim that involves the alleged violation of any constitutional or civil rights (including by way of example and not limitation, allegations that would constitute a violation of the U.S. Civil Rights

Act, American with Disabilities Act, the Family & Medical Leave Act, the Vermont Fair Employee Practices Act and the Vermont Parental and Family Leave Act.)

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

4.7 The Board acknowledges the right of one member of the Association's Grievance Committee to participate in the processing of a grievance at any level and no employee shall be required to discuss any grievance if the Association's representative is not present.

4.8 Any Step of the Grievance Procedure may be by-passed by mutual agreement by the parties.

4.9 No reprisals of any kind will be taken by the Board or the school administration, the Association, or other employees against any employee because of his/her participation or non-participation in this Grievance Procedure.

4.10 The Board, the Administration, and the Association agree to cooperate in the investigation of any grievance, and, further, agree to provide each other with such information as is established to be pertinent to the processing of any grievance. Should the parties schedule any grievance meetings that require that an employee or an association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

4.11 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

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

4.13 Under no circumstances shall the Association or an employee involve students who are minors in the investigation, processing, or hearing of a grievance unless prior written consent from a parent or guardian is filed with the Superintendent at least 24 hours before such involvement. If the District intends to use a student as a witness in an arbitration hearing, the Association shall be notified at least 24 hours before the hearing.

## **ARTICLE V**

### **SALARY/WORKING CONDITIONS**

5.1 **Salary Schedule Placement:** All newly employed employees shall be placed on the wage grid noted herein, based on the individual's relevant experience and education, as determined by the Superintendent. However, a newly hired employee may not be paid a wage rate which is greater than that of a current employee (in the same job category) with the same amount or level of relevant experience and education.

- A. Critical Care/Intensive Support: Learning coaches will receive an annual stipend of four thousand two hundred dollars (\$4,200.00) (prorated if less than full time) if they are assigned a position that meets the conditions outlined below. The stipend will be paid in three (3) equal parts in the payroll aligning closest to the start date of each trimester. Learning coaches serving in critical care or intensive support positions will receive a

separate contract. This document will include a list of duties and training requirements for each individual assignment. The administration agrees to provide all required training.

1.) Critical Care – A critical care position is an assignment to a student whose daily care involves any of the following on a regular and ongoing basis:

- Support with activities of daily living – toileting, feeding, mobility, communication, vision, hearing
- Attend to physical needs the student is unable to care for themselves
- Assist with or provide personal or hygienic care including diapering beyond expected age
- Implementation of critical medical protocols as per health plan developed by medical team
- Set up, use, and maintain adaptive equipment
- Support and use assistive technology for communication, hearing, vision
- Attend to the complex health needs of a student (feeding tubes, tracheotomy care, etc.)
- Participate in specialized training
- Collaboration with extensive medical, educational and services team
- Mobility support including lifting, transfer and moving

Critical care placement will be determined by the administration based on the severity and/or frequency of the conditions outlined above.

2.) Intensive Support – An intensive support position is an assignment to one of the following positions:

Any assignment that requires CPI training to conduct a physical restraint and fill out required state paperwork to be signed by the building administrator and superintendent.

Home/off-site tutoring provided to students who are behaviorally at-risk of self-harm and harm to others outlined in a plan by the Student Support Team.

The administration will determine if an employee's placement meets the qualifications of critical care or intensive support.

If a learning coach working for the School District in any other capacity is required to substitute for a learning coach working in a critical care or intensive support position, he/she will receive the specified pay differential for the time said substitute duties were performed. If a learning coach working in a critical care or intensive support position ceases working with a student in need of such care or support, and transfers or is assigned to a regular learning coach position, he/she shall no longer receive the stipend.

## **5.2 Paycheck Issuance:**

A. Employees will be paid every two weeks on a schedule and pay date determined by the District.



Year One of Contract (2022-2023): Beginning with the January 6, 2023 payroll employees may select one of the following methods of payment provided notice is given by the contract due date.

Year Two of Contract (2023-2024): Beginning July 1, 2023, employees may select one of the following methods of payment provided notice is given prior to the first day of school for students:

1. Twenty-two (22) payments during the school year on a bi-weekly basis.
2. Twenty-two (22) payments during the school year and a lump sum payment for the remainder of the salary to be paid at the time of the last payment in June.
3. Twenty-six (26) payments to be paid during the school year and the summer vacation.

Beginning July 1, 2021 employees will be paid strictly off timesheets.

In accordance with [21 V.S.A. § 342] an employee may elect in writing to have a set amount or set percentage of his/her after-tax wages withheld by the school district in a district-held bank account each pay period. The percentage or amount withheld shall be determined by the employee. At the option of the employee, the school district shall disburse the funds to the employee in either a single payment at the time the employee receives his or her final paycheck of the school year (option 2 above) or in equal weekly or biweekly sums beginning at the end of the school year (option 3 above).

The school district shall disburse funds from the account in any sum as requested by the employee and, at the end of the school year or at the employee's option over the course of the period between the current and next school year, or upon separation from employment, shall remit to the employee any remaining funds, including interest earnings, held in the account.

B. Any employee leaving the service of the schools during the year, including an employee who takes an unpaid leave of absence, shall be paid, within two weeks, all money due.

C. When school is not in session on a designated payday, those who do not have direct deposit will receive their paycheck via US Postal Service on the scheduled payday. Those who receive their paycheck electronically will also receive it on the scheduled payday.

D. Exceptions to this item may be made by the Superintendent of Schools for other employees for a specific need, i.e., prolonged travel, study out of state, or financial problems.

**5.3 Work Year:** Employees scheduled to work twelve months per year shall be designated as full year employees. Employees scheduled to work less than twelve months per year shall be designated as school year employees. The number of days employees will be assigned will be determined by the District; on an annual basis and the days/hours of school year employee assignments will be noted in their annual renewal notices issued under 3.9 of this Agreement.

Learning coaches will be provided with the equivalent of at least two days of in-service time, which may be scheduled by the District as partial or full days before and/or during the school year. Inservice days will be scheduled prior to the start of the school year.

Employees [other than custodians, maintenance workers and team leader] shall not be scheduled to work during the two days scheduled by the Vermont-NEA for its Fall Convention if those days exist when the calendar is created.

#### **5.4 Work Day:**

A. For the purpose of health insurance and other benefits, 35 hours per week shall be considered 1 FTE.

B. In the event that employees are directed to attend school meetings or events outside their normal workday, they shall be paid for all time at such meetings or events. Support staff being asked to attend an overnight field trip as a result of a student's IEP will be paid their normal contracted hours in addition to a \$125.00 stipend for each overnight they complete.

Example:

Sixth grade leaves for a field trip on Friday morning to Boston, which will include 2 overnights (Friday and Saturday). Learning coach timesheet should reflect the following:

Friday: 7.5 hours on timesheet (or regular number of contracted hours)

Friday night: \$125.00 stipend

Saturday: 7.5 hours on timesheet (or regular number of contracted hours)

Saturday night: \$125.00 stipend

Sunday (arrive home at noon): 4 hours on timesheet

D. Employees shall be compensated at their normal hourly pay for all time worked over regularly scheduled hours, and at time and one-half for all time worked over 40 hours in any week.

E. In the event school is cancelled for any reason and the District is unsuccessful in notifying an employee, and he/she reports to work, the District will adhere to state labor laws. It is the employee's responsibility to have the most up-to-date contact information on file, check messages for potential closures and utilize TV and radio as an alternative measure for receiving notifications.

**5.5 Mileage Reimbursement:** Employees who are required by the superintendent to use their personal automobiles for official school business will be reimbursed at the IRS rate. This will not apply to travel between/among buildings within the District. No employees shall be required to transport a student, but employees may agree to do so on a voluntary basis.

**5.6 Lunch:** Employees shall receive one duty-free half hour unpaid lunch break. Breaks will be scheduled by the building administrator.

**5.7 Preparation:** For learning coaches, planning/preparation time may be scheduled by the administration and may be scheduled on either an individual employee or a team basis, if determined to be necessary by the IEP team.

**5.8 Substituting:** Support staff who serve as substitute teachers shall receive their usual rate, plus \$5.00 per hour over his or her regular hourly rate. Learning coaches may only substitute for a teacher if IEP services are not compromised. Building administrators or the Director of Special Education will complete a learning coach substitute form for each occurrence and submit it along with timesheets on a bi-weekly basis. The administration shall first attempt to select support staff employees who have put their names on the "willingness to substitute" list; however, if a suitable substitute is not available from this list, the administration may assign an employee to serve as a substitute.

**5.9 Salary and Working Conditions:** The Rivendell Interstate School District places trust in its employees and desires to support their action in such a manner that employees are freed from unnecessary, spiteful, or unjustified criticism or complaints. Potential acts by other employees that are contrary to this premise will be investigated following the procedure outlined in the Public Complaints against Personnel School Board Policy.

**5.10 Uniforms:** The Board shall reimburse up the three hundred dollars (\$300.00) per fiscal year to each custodian and food service employee for the purchase of a uniform and appropriate protective footwear once said employee satisfies a six-month probationary period. Footwear shall be specifically approved by the district and shall be worn at all times when an employee is on duty.

## **ARTICLE VI** **TEMPORARY LEAVES OF ABSENCE**

All leave is pro-rated by percent of FTE.

### **6.1 Sick Leave:**

A. Each employee shall begin each school year with ten (10) days of paid sick leave. This sick leave shall be cumulative from year-to-year to a total maximum of seventy-five (75) days.

B. Employees will enroll in the long-term disability plan provided by this Agreement at the earliest possible date. Once an employee is qualified for long-term disability benefits, any sick leave to which the employee is entitled will be provided on a pro-rata basis, i.e., in such a way as to make up the difference between the disability benefits and 100% of the employee's salary.

C. An employee may use up to five days (per school year) of accumulated sick leave for illness in the employee's immediate family. Employee's immediate family will include parents, spouse, domestic partner (per Vermont Civil Union Law) siblings, children (including step/foster children and those for whom the employee has been appointed guardian) and the corresponding in-laws of same.

D. The use of sick leave shall only be for bona-fide illness. After the consecutive use of five or more days or if the Superintendent has reason to believe the abuse of sick leave, the Superintendent may require medical verification of the need for such sick leave. The Superintendent may also request satisfactory medical evidence necessary to make determinations concerning statutory entitlements, such as FMLA, ADA, etc.

#### **E. Sick Bank:**

- 1) A sick leave bank shall be created and maintained to provide paid sick leave for any participating employee who has used his/her own accumulated sick leave days and is stricken with a serious illness or disability which prevents him/her from carrying out his/her duties. The sick leave bank is only available to employees with one year or more of service.
- 2) Each employee shall become a participating member of the sick leave bank by contributing one (1) sick day from his/her personal sick leave entitlement on July 1, 2022 and one (1) sick day from his/her personal sick leave entitlement on July 1, 2023.

The minimum number of days to be held in the sick leave bank for the 2022-2023 school year will be sixty (60). The minimum number of days to be held in the sick leave

bank for the 2023-2024 school year will be ninety (90). Should the sick leave bank fall below the minimum number in a given year, during that same year employees will contribute the number of sick days based on the category they fall into below. If they have between the following:

- 1-25 sick days, they will contribute one (1) sick day
- 25-50 sick days, they will contribute two (2) sick days
- 50-75 sick days, they will contribute three (3) sick days

If an employee has no days to contribute in the year that a contribution is required, the employee shall make his/her contribution at the beginning of the next school year.

- 3) The sick leave bank will be administered by a two-person committee made up of one (1) Association member and the Superintendent or his/her designee. The committee will be responsible for keeping all records involved in administering the sick leave bank and those records will be maintained in the Human Resources office. Participating employees receive copies of all records.
- 4) In any given case of an employee applying for days from the sick leave bank, the committee shall consider the written application submitted and reach a decision on whether or not the application should be approved. A participating employee may file a written application to utilize the benefits of the sick leave bank only under the following conditions:
  - a) he/she has exhausted all other accumulated sick leave, and
  - b) he/she has a serious illness or disability as defined by FMLA and except as prohibited by this CBA,
    - i. Illness must be the employee's personal illness;
    - ii. The District may require a second opinion from a physician.
- 5) The maximum number of days that can be withdrawn per individual request shall be the number necessary for the employee to satisfy the elimination period for long-term disability coverage. The maximum number of days that can be withdrawn per individual for the first year shall be 10 days.

**6.2 Workers Compensation:** When an employee receives Workers' Compensation benefits, the District shall administer said benefits in accordance with federal regulations and Vermont state statute [21 V.S.A.] regardless of the State of employment or injury location. The employee shall use his/her accumulated sick leave to offset the difference between the Worker's Compensation benefits and his/her regular wages. The District shall also continue to pay its share of all insurance benefits provided by the Agreement for a period of up to twenty-six (26) weeks in the most recent twelve (12) month period. Further, employees receiving Workers' Compensation benefits who have been absent from work for more than twenty-six (26) weeks in the most recent twelve (12) month period, may be replaced and said employees will retain reinstatement rights as provided by the Workers' Compensation statute [21 V.S.A. §643b].

**6.3 Personal Leave:** Upon notice to the Superintendent made as far in advance as practicable, an employee shall be granted up to three (3) days of personal leave per school year to attend to personal matters that cannot be scheduled during non-working hours. In the event that there is a school closing for weather or other emergency events, an employee may use accrued personal leave to make up the difference in hours, per the Superintendent approval. Personal leave shall not be used on days immediately before or after school holidays or vacation (including summer vacation); the Superintendent will have the sole discretion to waive this limitation as a paid personal day and any

such exercise of discretion shall not be subject to the grievance/arbitration provision of this Agreement.

**6.4 Bereavement Leave:** Such time as is needed, not to exceed three (3) days per occurrence, may be taken in event of a death in the employee's immediate family. Additional days beyond the three (3) days may be granted at the Superintendent's discretion. Employee's immediate family will be determined as parents, spouse, domestic partner (per Vermont Civil Union law), siblings, grandparents, children (including step/foster children and those for whom the employee has been appointed guardian), grandchildren and the corresponding in-laws of same. Leave for other family members may be given at the discretion of the Superintendent.

**6.5 Professional Leave:** At the discretion of the administration, employee shall be granted paid release time for attendance at educational meetings or conferences, or for classroom visitation in another school, when such attendance or visitation would be of educational benefit to the District, as determined by the principal. An employee's request for such release time must be presented to the principal in writing at least one week before the proposed meeting or conference, or visitation.

**6.6 Association Leave:** The president of Rivendell Education Association or their designee shall be granted leave without loss of pay up to the total of five (5) days for the purpose of visitations or other Association business. The Association shall reimburse the District for the cost of any substitute hired for the Association President or designee for purposes of this section.

**6.7 Jury Duty:** Employees who are required to serve on a jury or are required to appear in court, in person, in response to a jury summons, or are required to report for jury examination, or to qualify for jury duty, shall receive their regularly scheduled wages during such periods of service and shall deliver to Board all Court payments except mileage and meal allowances.

**6.8 Statutory Leave:** To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA"). 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 an employee is entitled to and/or granted paid or unpaid sick (disability) leave or family leave pursuant to the terms of this Agreement and the employee is also entitled to leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. Also, FMLA/PFLA 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 PFLA shall be as provided by the District's policies and practices.

**6.9 Legal Holidays:** Only full year support staff are paid legal holidays. Rivendell School District recognizes eleven (11) holidays, which are posted annually at the Rivendell Central Office. Holidays will be pro-rated per FTE.

**6.10 Vacation:** There is no monetary compensation for unused or in lieu of vacation. Full year support staff employees are entitled to fifteen (15) vacation days for any given work year. After ten (10) years of service to the District, full year support staff employees are entitled to twenty (20) vacation days for any given work year. Vacation days must be used no later than June 30<sup>th</sup> in the fiscal year they have been earned. No more than twenty vacation days can be used in any fiscal year. If an employee has over twenty days for 2022-2023 he/she can carry those days forward to be used by June 30, 2023. The Superintendent will approve all vacations. Vacations will be pro-rated per FTE.

**6.11 Float Days:** An employee that uses three (3) or less days sick days in the school year shall earn two (2) float days for the following year to be used in lieu of unpaid holiday(s) or during an extended school closure, such as a holiday or school vacation week. An employee that uses five (5) or less sick days in the school year shall earn one (1) float day for the following year. Float days shall be cumulative from year-to-year to a total maximum of ten (10) days. There is no monetary compensation for unused or in lieu of float days.

## **ARTICLE VII EXTENDED LEAVES OF ABSENCE**

### **7.1 Parental Leave:**

A. Upon the birth or adoption of a child, an employee may elect to take an unpaid leave of absence for the duration of the current school year provided he/she notifies the superintendent at least thirty (30) calendar days, if possible, prior to the date the leave is to commence, except in the case of an emergency.

B. All benefits to which an employee was entitled at the time such leave of absence commenced, shall be restored upon his/her return from such leave, and he/she shall be assigned to the same position, or substantially comparable position, if available in the same school from which he/she took leave.

C. Neither wage advancement credit nor other leave benefits shall accrue during the period an employee was on a parental leave of absence.

### **7.2 Other Leave:**

A. All leaves, other than those expressly noted in Article VI and VII shall be granted solely at the discretion of the Board.

B. Any employee who has worked half of their contract or more shall advance to the next step the following year. Any employee who has worked less than half of their contract will remain on the same step for the following year.

C. Upon return from personal or other leave an employee will be assigned to the same position, or substantially comparable position, if available in the same school from which he/she took leave. All benefits to which an employee was entitled at the time such leave of absence commenced shall be restored to him/her upon return from such leave.

**7.3 Benefits:** While on any extended leave, an employee may elect to continue coverage under the various insurance plans, if allowable under the terms of the policies, providing the employee assumes the full cost of the total premiums and forwards the total payment to the District prior to the date the payment must be forwarded to the insurance company.

**7.4 Extended Leave Requests:** All leave requests and approvals shall be in writing.

**7.5 Military Leave:** The District shall provide such leave benefits and reinstatement rights as required by federal and state law.

## **ARTICLE VIII PROFESSIONAL DEVELOPMENT**

**8.1** Under the conditions noted herein, all graduate courses, undergraduate courses and workshops approved in advance by the Superintendent shall be eligible for tuition payment up to a maximum annual cost of One Thousand Two Hundred Dollars (\$1,200) per fiscal year. Any such course or

workshop must be consistent with the District's "Action Plan," the general educational needs of the District, and/or directly related to the employee's existing employment responsibilities as determined by the Superintendent. The foregoing notwithstanding, the maximum tuition/workshop registration expenditure for the District in any fiscal year shall be Ten Thousand Dollars (\$10,000) for the entire bargaining unit. Rivendell in-service and other mandatory workshops shall not count against the allocation noted herein. Other requested expenses, such as additional fees, books, mileage, etc., must be preapproved. Evidence of successful completion of professional development activities including, but not limited to courses, workshops, trainings, and conferences must be provided to the Human Resources Manager within 30 days (or longer with preapproval by the HR Manager), or the Employee shall repay the District all monies prepaid for the activity. Such repayment shall be via automatic payroll deduction. These deductions shall be made in equal installments with the full amount to be repaid by the end of the school year in which the expenses were prepaid by the District or based on an alternative repayment scheduled mutually agreed upon by the Employee and the District.

**8.2** If an employee is required by the superintendent to attend meetings or conferences, the Board will reimburse the employee for the actual and reasonable costs of attending said meeting or conference, including mileage at the current IRS rate, in addition to article 8.1. Prepayment for overnight accommodations will be determined by the Superintendent.

**8.3** Prepayment will be made for approved professional development activities, including but not limited to workshops, trainings, and conferences, as long as a two-week advance notice is provided. Preapproved expenses will be submitted for reimbursement afterwards.

## **ARTICLE IX** **EVALUATION**

**9.1** All monitoring or observation of the work performance of an employee will be conducted in a professionally responsible manner and in accordance with District procedures.

**9.2** The employee shall be given a copy of any written observation report prepared by his/her evaluator that includes the nature of the deficiencies and recommendations for improvement. At the direction of the evaluator or request of the employee, a conference will be scheduled by the evaluator to discuss performance issues. No observation report shall be placed in an employee's personnel file or otherwise acted upon unless the employee has been provided a copy of said report. The employee will be offered the opportunity to sign each written observation report or evaluation report when it is presented to him/her, but his/her signature only represents receipt of the document and not agreement with its content. No employee will be required to sign a blank or incomplete form. An employee may provide a written rebuttal to be attached to any evaluation/observation report.

## **ARTICLE X** **TRANSFERS, REASSIGNMENTS AND VACANCIES**

### **10.1 Voluntary:**

A. The Superintendent will notify the President of the Association through an electronic posting(s) of newly created positions and/or school vacancies within the District. Such notice shall also be posted in each school building.

B. Employees who desire a change in position or transfer to another building or within the District may file a written statement of such desire with the superintendent not later than ten (10) days following posting of such opening.

C. The District will consider requests from employees for voluntary reassignments.

**10.2 Involuntary:** Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable. In the event that an employee is involuntarily transferred or reassigned within the District the employee shall be notified of the reason thereof. The employee may request a meeting with the Superintendent to discuss the reasons for the transfer or reassignment.

**10.3 Vacancy Postings:** The Board will notify the President of the Association of newly created positions and/or vacancies within the District for which members of the bargaining unit may apply through an electronic posting(s). During the summer, such notice shall be electronically mailed to all employees.

## **ARTICLE XI** **INSURANCE**

**11.1** In the event that both spouses (or the employee and his/her legal domestic partner) are employed by the Board, the Board shall be obligated to provide only one insurance plan for the spouses as a unit (i.e., one two-person or one family membership) and the Board shall pay the full premium cost for said plan. To qualify as a spouse for dependent coverage for the insurances provided herein, an individual must be legally married to the employee or qualify as a domestic partner of an employee as defined by Vermont law (i.e., parties to a Civil Union).

The Board agrees to provide insurance coverage for employees as set forth in this Agreement, subject to the rules, regulations, and eligibility requirements of the individual insurance carrier, unless such eligibility requirements are modified by the terms of this Agreement. The Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage for such a claim; further, the Board 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.

**11.2 Health Insurance:** Support staff employees working 35 hours or more per week shall receive health coverage (single, two-person, or family). Beginning January 1, 2023, the Board shall contribute 83% of the premium for single, parent/child(ren), 2-person, or family coverage in one of the following VEHI Health Insurance plans chosen by the employee: Gold CDHP or Silver CDHP. 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 as per Appendix B-2.

- A. For the period through December 31, 2022 pursuant to 16 V.S.A. Chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangement and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix B-1 of this collective bargaining agreement.
- B. For the period of January 1, 2023 through December 31, 2025 pursuant to 16 V.S.A. Chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangement and health savings accounts, shall be governed by the written



agreement incorporating the terms of the statewide health insurance bargaining found in Appendix B-2 of this collective bargaining agreement.

- C. Pro-ration of Health Care Benefits: For employees working less than 1.00 FTE, health coverage is available for the plan of the employee's choice, on a pro-rata basis, to any part-time support staff employee working at least seventeen and one-half (17.5) hours per week. All employees will receive the same HRA contribution regardless of FTE. This includes employees working the full school year at less than 1.00 FTE and employees hired full time after the start of the school year.

**11.3 IRS Section 125 Account:** The District shall establish an IRS section 125 account for all eligible deductions. Participation in this plan is at the option of the employee. Employees who elect not to participate in the District's Health Insurance Plan must provide evidence of alternative coverage; for each of said employee, Board will contribute to a §125 Plan the amount of \$700 (per employee), per contract year. The appropriate use for §125 Plan shall include both medical, and dependent care purposes. This §125 Plan payment shall not apply to any employee who is covered by the District's medical insurance plan because his/her spouse/partner is also a District employee, as provided by §11.1.

**11.4 Duration of Coverage:** For school year employees who have agreed to return to the District for the new school year the insurance coverage set forth in this Article shall be in force over the summer vacation. If an employee does not agree to return to the District for a new school year, insurance coverage will cease effective July 1. If an employee ceases to be a District employee prior to expiration date of his/her individual employment contract the District's obligation to contribute toward the employee's insurance coverage shall cease immediately upon termination of the employment relationship. Upon termination of employment, any employee contributions which were prepaid for the summer months will be reimbursed to the employee.

**11.5 Long-Term Disability Insurance:**

A. Employees shall be entitled to coverage under a long-term disability insurance plan pursuant to the regulations, terms, and conditions of the insurance carrier. Said plan shall provide an eligible employee, on a monthly basis, with either sixty-six and two-thirds percent (66 2/3%) of said employee's salary or Five Thousand Dollars (\$5,000), whichever is less. Said disability plan shall have a ninety (90) calendar day elimination period and will provide benefits to age 67.

B. The Board shall be responsible for 100% of the premium cost of this long-term disability insurance plan. Each employee shall be offered the choice of whether to have the premium included in the employee's taxable income otherwise known as "Gross Up."

C. Once an employee has been receiving a combination of sick leave and long-term disability benefits pursuant to this Agreement for a period of ten (10) consecutive months, said employee shall no longer be considered an employee of the District, unless doing so would violate the ADA.

**11.6 Dental Insurance:** Effective July 1, 2020, the Board shall contribute \$30.00 per employee per month toward the premium cost of a dental insurance plan mutually selected by the Association and the Board.

Effective July 1, 2023, the Board shall provide each employee with a single dental insurance plan or contribute up to 150% of the cost of a single dental insurance plan toward a multi-person plan. Available plans will be mutually selected by the Association and the Board.

**11.7 Life Insurance:** Rivendell School District will provide support staff employees with \$20,000 term life insurance. The support staff employee must be employed for a minimum of twenty (20) hours per week to be eligible for this benefit.

## **ARTICLE XII** **REDUCTION OF STAFF**

**12.1** Whenever the Board, in the exercise of its sole discretion, finds it necessary to reduce the size of the staff of a school for the next school year, the following layoff procedures shall be observed: The Association shall be notified of any contemplated reduction in staff as early as practicable and no later than the date the affected employee(s) is notified.

**12.2** When an employee's position is eliminated during the school year, the employee will be so notified, at least ten (10) workdays prior to the effective date of such elimination; at the discretion of the District, the employee may be paid in lieu of this notice.

**12.3** No employee will be laid off under the provision of this Article if the reduction in staff can be accomplished by normal staff turnover. When a position is eliminated, the employee to be laid off as a result of such elimination will be selected based upon the application of his/her seniority within the following district-wide layoff categories:

- A. Food Service Employee
- B. Secretary
- C. Administrative Assistant
- D. Executive Assistant to the Head of Schools/Rivendell Academy Principal
- E. Librarian Assistant
- F. Instructional Learning Coaches
  - Special Education Tutor
  - Special Education Assistant
  - Classroom Learning Coach
  - Learning Coach – Intensive Needs
  - Individual Student Assistant
  - Resource Room Tutor
- G. Regular/Special Education Assistant ECP
- H. Custodian
- I. Maintenance Worker
- J. Team Leader
- K. Special Education Van Driver

**12.4** For a period of twelve (12) months from the effective date of layoff, employees shall be recalled in the reverse order of layoff to any open position within the layoff category in which they were laid off. When a position becomes open, the Superintendent shall promptly send notification of the open position to the employee who is eligible for recall either by e-mail or by certified mail. It shall be the responsibility of the employee to provide the District with his/her current mailing address while on layoff. If an employee so notified fails to accept said position within ten (10) calendar days of receipt of notification, the employee shall be deemed to have declined the position and shall be deemed to have waived all further recall rights. An employee under the provisions of this Article shall have all previously accrued benefits, as of the time of his/her layoff, reinstated as of the date he/she returns to active employment.

**12.5** Seniority shall be defined as the employee's most recent period of continuous employment with the District in a bargaining unit position, beginning with the date that the employee's letter of intent (signed by the employee) is received by the Superintendent's office. On or before November

1<sup>st</sup> of each school year, the District will provide a seniority list to employees and the Association. Either individual employees or the Association may file a grievance concerning the seniority list within the time limits noted in the grievance procedure of this Agreement. Failure to grieve the list will constitute acceptance of the list.

### **ARTICLE XIII** **DEDUCTION FROM SALARY**

**13.1** The Board agrees to deduct, from the salaries of its employees:

A. Dues for the Rivendell Education Association, the Vermont-NEA, the National Education Association (for members only),

B. Deductions for the employee's 403B tax sheltered annuity retirement plan,

1) Effective July 1, 2023 the District will match up to 3% of an employee's contribution towards a 403b plan. The employee must choose a vendor currently established with the District.

C. Credit union deductions,

D. The District shall automatically deposit the employee's paycheck into his/her bank account at the employee's option, and

E. Section 125 Account deductions.

**13.2** The monies deducted, together with records of any corrections, shall be transmitted to the appropriate organization at the time of the pay period in which deductions were made. Association dues will be sent to the treasurer of the Rivendell Education Association. Deductions shall be made in substantially equal installments during the payment period as chosen by the employee. Deductions will be made from each paycheck or each paycheck which remains after an authorization is received by the District. Such authorization shall continue in effect from year-to-year unless revoked in writing by the employee by October 15, of any year.

**13.3** The Association shall certify to the Board, the amount of dues. Deductions shall be made based upon the District's pay cycle and in a manner convenient for the District's payroll agent.

### **ARTICLE XIV** **GENERAL**

**14.1** Whichever party accepts responsibility for producing the final version of this Agreement shall provide the other party with two copies of said Agreement.

**14.2** Unless otherwise specified, any formal notice to the Board or the Association, respectively, under this Agreement, will be given in writing either by hand delivery or certified mail to the President of the Association and the Superintendent of Schools, respectively.

**ARTICLE XV**  
**SEVERABILITY**

**15.1** If any provisions of the Agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than thirty (30) days after such holding to renegotiate the provision or provisions affected.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS**

**16.1** It is herein agreed, that except as specifically and directly modified by the express language in a specific provision of this Agreement or otherwise mutually 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. By way of example, these rights shall include, but shall not be limited to, the sole discretion and authority to:

- A. determine the qualifications for each position;
- B. plan, direct, schedule, assign, transfer, and control work assignments and duties;
- C. establish evaluation criteria and processes;
- D. determine the means, methods, processes, and materials necessary to deliver the services provided by the District, including the subcontracting of bargaining unit work (on-site, off-site or via distance learning technology) except to the extent that the right to sub-contract is limited by 16.3, however, no layoffs will occur as a result of subcontracting;
- E. create, revise, and eliminate positions;
- F. hire, assign and transfer employees;
- G. discipline, suspend, discharge and non-renew employees;
- H. determine the size and composition of the staff;
- I. determine the number and location of classrooms, buildings, facilities, and physical plant(s);
- J. determine the quantity and type of equipment to be used in the District's operation;
- K. establish, modify, implement, and enforce District policies, and personnel work rules and regulations not in conflict with the terms of this Agreement,
- L. establish the curricular, methodology and standards for providing educational services to students;
- M. establish and modify the schedules for the employee work year, student school year, employee workday and student school day (including starting and ending dates of the work/school year and starting and ending times of the work/student day);
- N. establish and modify payroll schedules and methods for recording employee attendance, punctuality and working hours.

**16.2** The Board's exercise of any retained 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.

16.3 The Board shall have the right to subcontract (a/k/a, contract out, privatize) only for the following services – out-of-school behavior specialist, out-of-school special education tutor services, van transportation, and other positions as needed when no qualified applicants are able to be hired. The REA will be notified in the event that a position recognized by the collective bargaining agreement is subcontracted.

**ARTICLE XVII**  
**DURATION**

17.1 The terms of this Agreement shall be effective July 1, 2022 and will continue in full force and effect until June 30, 2024.

17.2 In the event that negotiations for a successor Agreement have not been completed by the time this Agreement expires, the parties hereby agree to extend the provisions of said Agreement beyond its expiration date until such time as negotiations have been completed; however, no wage/salary increases of any value will not be provided after said expiration.

17.3 Experience steps on the Salary Schedule shall not be granted if a successor agreement has not been ratified by the Board and the Association. Upon ratification, experience steps shall be implemented retroactively unless the terms of the Agreement specify otherwise. Column changes for educational attainment shall be implemented pursuant to the terms of the Agreement regardless of the status of successor agreement.

IN WITNESS WHEREOF, the parties hereunto affix their signatures.

**RIVENDELL BOARD OF SCHOOL DIRECTORS**

BY: \_\_\_\_\_

DATE: Nov. 17, 2022

**RIVENDELL EDUCATION ASSOCIATION**

BY: Barbara Huffer

DATE: 11/18/22

# Appendix I

## RIVENDELL ESP SALARY SCHEDULES

Effective July 1, 2022-2024

### LEARNING COACHES\*

STEP	2022-2023		2023-2024	
	BASE RATE	Associate's Degree or Higher Rate	BASE RATE	Associate's Degree or Higher Rate
1	\$15.63	\$15.68	\$17.10	\$17.15
2	\$15.93	\$15.98	\$17.43	\$17.48
3	\$16.25	\$16.30	\$17.78	\$17.83
4	\$16.53	\$16.58	\$18.09	\$18.14
5	\$16.84	\$16.89	\$18.43	\$18.48
6	\$17.13	\$17.18	\$18.75	\$18.80
7	\$17.43	\$17.48	\$19.07	\$19.12
8	\$17.74	\$17.79	\$19.41	\$19.46
9	\$18.03	\$18.08	\$19.73	\$19.78
10	\$18.35	\$18.40	\$20.08	\$20.13

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### FOOD SERVICE MANAGER/ASST. COOK

STEP	2022-2023		2023-2024	
	BASE RATE	Trade Certificate, Associate's Degree or Higher Rate	BASE RATE	Trade Certificate, Associate's Degree or Higher Rate
1	\$15.71	\$15.76	\$17.19	\$17.24
2	\$16.01	\$16.06	\$17.52	\$17.57
3	\$16.31	\$16.36	\$17.85	\$17.90
4	\$16.61	\$16.66	\$18.18	\$18.23
5	\$16.91	\$16.96	\$18.51	\$18.56
6	\$17.22	\$17.27	\$18.84	\$18.89
7	\$17.50	\$17.55	\$19.15	\$19.20
8	\$17.81	\$17.86	\$19.49	\$19.54
9	\$18.12	\$18.17	\$19.83	\$19.88
10	\$18.41	\$18.46	\$20.15	\$20.20

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**CUSTODIANS**

	<b>2022-2023</b>		<b>2023-2024</b>	
		<b>Trade Certificate, Associate's Degree or Higher Rate</b>		<b>Trade Certificate, Associate's Degree or Higher Rate</b>
<b>STEP</b>	<b>BASE RATE</b>		<b>BASE RATE</b>	
1	\$17.60	\$17.65	\$19.26	\$19.31
2	\$17.90	\$17.95	\$19.59	\$19.64
3	\$18.19	\$18.24	\$19.91	\$19.96
4	\$18.51	\$18.56	\$20.26	\$20.31
5	\$18.81	\$18.86	\$20.58	\$20.63
6	\$19.11	\$19.16	\$20.91	\$20.96
7	\$19.38	\$19.43	\$21.21	\$21.26
8	\$19.70	\$19.75	\$21.56	\$21.61
9	\$20.00	\$20.05	\$21.89	\$21.94
10	\$20.28	\$20.33	\$22.19	\$22.24
***				

**MAINTENANCE (WORKER) TECHNICIAN**

	<b>2022-2023</b>		<b>2023-2024</b>	
		<b>Trade Certificate, Associate's Degree or Higher Rate</b>		<b>Trade Certificate, Associate's Degree or Higher Rate</b>
<b>STEP</b>	<b>BASE RATE</b>		<b>BASE RATE</b>	
1	\$20.65	\$20.70	\$22.60	\$22.65
2	\$20.96	\$21.01	\$22.94	\$22.99
3	\$21.29	\$21.34	\$23.30	\$23.35
4	\$21.58	\$21.63	\$23.62	\$23.67
5	\$21.84	\$21.89	\$23.90	\$23.95
6	\$22.15	\$22.20	\$24.24	\$24.29
7	\$22.47	\$22.52	\$24.59	\$24.64
8	\$22.77	\$22.82	\$24.92	\$24.97
9	\$23.07	\$23.12	\$25.25	\$25.30
10	\$23.38	\$23.43	\$25.59	\$25.64
***				

**TEAM LEADER**

<b>2022-2023</b>			<b>2023-2024</b>	
<b>STEP</b>	<b>BASE RATE</b>	<b>Trade Certificate, Associate's Degree or Higher Rate</b>	<b>BASE RATE</b>	<b>Trade Certificate, Associate's Degree or Higher Rate</b>
1	\$20.03	\$20.08	\$21.92	\$21.97
2	\$20.32	\$20.37	\$22.24	\$22.29
3	\$20.63	\$20.68	\$22.58	\$22.63
4	\$20.94	\$20.99	\$22.92	\$22.97
5	\$21.25	\$21.30	\$23.25	\$23.30
6	\$21.55	\$21.60	\$23.58	\$23.63
7	\$21.82	\$21.87	\$23.88	\$23.93
8	\$22.13	\$22.18	\$24.22	\$24.27
9	\$22.45	\$22.50	\$24.57	\$24.62
10	\$22.73	\$22.78	\$24.87	\$24.92

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**ADMINISTRATIVE ASSISTANT**

<b>2022-2023</b>			<b>2023-2024</b>	
<b>STEP</b>	<b>BASE RATE</b>	<b>Associate's Degree or Higher Rate</b>	<b>BASE RATE</b>	<b>Associate's Degree or Higher Rate</b>
1	\$20.26	\$20.31	\$22.17	\$22.22
2	\$20.59	\$20.64	\$22.53	\$22.58
3	\$20.87	\$20.92	\$22.84	\$22.89
4	\$21.20	\$21.25	\$23.20	\$23.25
5	\$21.45	\$21.50	\$23.47	\$23.52
6	\$21.77	\$21.82	\$23.82	\$23.87
7	\$22.07	\$22.12	\$24.15	\$24.20
8	\$22.36	\$22.41	\$24.47	\$24.52
9	\$22.69	\$22.74	\$24.83	\$24.88
10	\$22.96	\$23.01	\$25.13	\$25.18

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**SECRETARY**

	<b>2022-2023</b>		<b>2023-2024</b>	
		<b>Associate's Degree or Higher Rate</b>		<b>Associate's Degree or Higher Rate</b>
<b>STEP</b>	<b>BASE RATE</b>		<b>BASE RATE</b>	
1	\$18.71	\$18.76	\$20.48	\$20.53
2	\$19.01	\$19.06	\$20.80	\$20.85
3	\$19.29	\$19.34	\$21.11	\$21.16
4	\$19.60	\$19.65	\$21.45	\$21.50
5	\$19.90	\$19.95	\$21.78	\$21.83
6	\$20.20	\$20.25	\$22.11	\$22.16
7	\$20.52	\$20.57	\$22.46	\$22.51
8	\$20.80	\$20.85	\$22.76	\$22.81
9	\$21.09	\$21.14	\$23.08	\$23.13
10	\$21.39	\$21.44	\$23.41	\$23.46
***				

**EXECUTIVE ASST TO HEAD OF SCHOOLS/RA PRINCIPAL**

	<b>2022-2023</b>		<b>2023-2024</b>	
		<b>Associate's Degree or Higher Rate</b>		<b>Associate's Degree or Higher Rate</b>
<b>STEP</b>	<b>BASE RATE</b>		<b>BASE RATE</b>	
1	\$22.49	\$22.54	\$24.61	\$24.66
2	\$22.79	\$22.84	\$24.94	\$24.99
3	\$23.05	\$23.09	\$25.22	\$25.27
4	\$23.35	\$23.40	\$25.55	\$25.60
5	\$23.58	\$23.63	\$25.80	\$25.85
6	\$23.87	\$23.92	\$26.12	\$26.17
7	\$24.15	\$24.20	\$26.43	\$26.48
8	\$24.41	\$24.46	\$26.71	\$26.76
9	\$24.70	\$24.75	\$27.03	\$27.08
10	\$24.95	\$25.00	\$27.30	\$27.35
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**SCHOOL HEALTH AIDE**

<b>2022-2023</b>		<b>2023-2024</b>		
<b>STEP</b>	<b>BASE RATE</b>	<b>Trade Certificate, Associate's Degree or Higher Rate</b>	<b>BASE RATE</b>	<b>Trade Certificate, Associate's Degree or Higher Rate</b>
1	\$24.26	\$24.31	\$26.55	\$26.60
2	\$24.59	\$24.64	\$26.91	\$26.96
3	\$24.87	\$24.92	\$27.22	\$27.27
4	\$25.18	\$25.23	\$27.56	\$27.61
5	\$25.44	\$25.49	\$27.84	\$27.89
6	\$25.75	\$25.80	\$28.18	\$28.23
7	\$26.08	\$26.13	\$28.54	\$28.59
8	\$26.35	\$26.40	\$28.84	\$28.89
9	\$26.68	\$26.73	\$29.20	\$29.25
10	\$26.96	\$27.01	\$29.50	\$29.55
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**VAN DRIVER**

<b>2022-2023</b>		<b>2023-2024</b>		
<b>STEP</b>	<b>BASE RATE</b>	<b>Bus Driver's License, CDL, Trade Certificate, Associate's Degree or Higher Rate</b>	<b>BASE RATE</b>	<b>Bus Driver's License, CDL, Trade Certificate, Associate's Degree or Higher Rate</b>
1	\$19.32	\$19.37	\$21.14	\$21.19
2	\$19.64	\$19.69	\$21.49	\$21.54
3	\$19.94	\$19.99	\$21.82	\$21.87
4	\$20.24	\$20.29	\$22.15	\$22.20
5	\$20.57	\$20.62	\$22.51	\$22.56
6	\$20.85	\$20.90	\$22.82	\$22.87
7	\$21.13	\$21.18	\$23.12	\$23.17
8	\$21.43	\$21.48	\$23.45	\$23.50
9	\$21.74	\$21.79	\$23.79	\$23.84
10	\$22.05	\$22.10	\$24.13	\$24.18
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**2022-2023 – “Off-schedule / off-step” employees receive a 9.333% increase from their 2021-2022 salary.**

**2023-2024 – “Off-schedule / off-step” employees receive a 9.434% increase from their 2022-2023 salary.**

## **Appendix B-1**

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

### **ARTICLE I RECOGNITION**

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

### **ARTICLE II DEFINITIONS**

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

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment service requiring a professional administrator's license from the AOE.
- c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

### **ARTICLE III SCOPE OF BARGAINING**

3.1

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

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

#### **ARTICLE IV PLAN OFFERINGS**

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

#### **ARTICLE V ELIGIBILITY FOR HEALTH BENEFIT COVERAGE**

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

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

5.3 Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.

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

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

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

Domestic Partner/Child[ren] of Domestic Partner:

The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationships sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and the employee and the domestic partner are 18-years old or older; and neither the employee nor the domestic partner is married to anyone; and the employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and the employee and the domestic partner are competent to enter into a legally binding contract; and the employee and the domestic partner have agreed between themselves to be responsible for each other's welfare.

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

Child[ren] of Domestic Partner:

The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and the child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and the child[ren] resides with the employee and the domestic partner; and the employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

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

## **ARTICLE VI** **PREMIUM COST-SHARING : EMPLOYERS AND EMPLOYEES**

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

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

## **ARTICLE VII** **OUT-OF-POCKET COST SHARING : EMPLOYERS AND EMPLOYEES**

7.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through an HRA in the following amounts: for licensed administrators and teachers: \$2,100 for single-tier coverage and \$4,200 for all other tiers of coverage; for support staff \$2,200 for single-tier coverage and \$4,400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP of 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 HAS, at the individual employee's discretion, in the following amounts: for licensed teacher and administrators: \$2,100 for a single-tier and \$4,200 for all other tiers; for support staff \$2,200 for a single-tier and \$4,400 for all other tiers.

**ARTICLE VIII**  
**EMPLOYEES UNDER PART-TIME CONTRACT IN TWO OR MORE**  
**DISTRICTS/SUPERVISORY UNIONS**

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

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

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

**ARTICLE IX**  
**GENERAL**

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

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

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

**ARTICLE X**  
**DURATION OF STATEWIDE DOCUMENT**

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

**ARTICLE XI**  
**TRANSITIONING TO A STATEWIDE THIRD PARTY ADMINISTRATOR SERVICES**  
**IN THE INTERIM**

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

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

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

## APPENDIX B-2

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

### Article I. Recognition:

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

### Article II. Definitions:

2.1 The term School Employee is hereby defined to mean:

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

### Article III. Scope of Bargaining:

3.1 The Commissioner's scope of bargaining shall include:

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



#### **Article IV. Limited Jurisdiction:**

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

#### **Article V. Plan Offerings:**

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

#### **Article VI. Eligibility Standards:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.3 Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Agreement during the course of anyone 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 auto-payment 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.

