

COLLECTIVE BARGAINING AGREEMENT

between the

COLCHESTER BOARD OF SCHOOL DIRECTORS

and the

ASSOCIATION OF COLCHESTER ADMINISTRATORS

July 1, 2021 – June 30, 2024

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ARTICLE I
RECOGNITION

1.1 The Colchester Board of School Directors (the Board) recognizes the Association of Colchester Administrators (the Association) for the purposes of collective bargaining negotiations, pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, as the exclusive representative of a bargaining unit including Building Principals, Assistant Principals, Director of Special Education, Director of Curriculum & Instruction and Director of Student Support Services (CHS/CMS). The bargaining unit shall not include the Superintendent or the Business and Operations Manager.

1.2 The Board and Association recognize that Principals and the Director of Curriculum (the "Director") may be assigned supervisory authority over other Administrators who are members of the same bargaining unit in which they are a member. The Board and Association further recognize that, in the exercise of these supervisory responsibilities, a Principal and the Director may take actions, or recommend actions, which are adverse to the interests of the Association or other Administrator(s). The Board and the Association agree that Principals and the Director shall exercise their full supervisory responsibilities (including by way of example, and not limitation, conducting performance evaluations), without fear of reprisal from either the Association, or Administrator(s) being supervised, provided the Principal and Director are acting within the scope of his/her supervisory authority. However, this shall not preclude either the Association or the Administrator(s) from exercising any legitimate right, which may exist under the terms of the Agreement, to challenge an action against the Administrator(s), which is based on the Principal's supervision of the Administrator(s). In the event that such an action is challenged, the Principal or Director may be called upon to provide testimony and evidence adverse to the interests of the Association and Administrator(s), without fear of reprisal.

1.3 Unless otherwise indicated, persons employed in the above-noted bargaining unit will be hereinafter referred to as "Administrators".

1.4 Individuals who are employed to perform both administrative and non-administrative duties shall be included in this bargaining unit only if a majority of their assignment is as an Administrator.

1.5 For articles that refer to years of employment, all time employed as an administrator in the Colchester School District will be considered unless otherwise noted.

ARTICLE II

NEGOTIATIONS

2.1 On or before October 15th of the year prior to the year in which this agreement expires, the Association or the Board may in writing, notify the other party of its desire to terminate or modify the terms and conditions of this Agreement. If such notice is provided, the notifying party shall submit its initial proposals to the other party no later than November 15th. The parties shall conduct the first negotiating session on or before December 15th. Negotiations shall then proceed as provided by V.S.A. Title 16, Chapter 57.

2.2 Any individual contract between the Board and an individual Administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

2.3 If mediation or factfinding is utilized as a part of the negotiating process, the cost for the services of the mediator or the chairperson of the factfinding committee, including per diem expenses, if any, in his/her actual necessary travel and subsistence expenses, the cost of the hearing room, if any, will be shared equally. Each party shall be responsible for the payment of its respective representative to the factfinding committee.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Grievance: A "grievance" is a claim by an Administrator or the Association that there has been a violation of the express written terms of this Agreement. Under no circumstances shall any matter, which is not a part of this Agreement, be considered a grievance. Furthermore, in accordance with 12 V.S.A. §5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Article.

3.2 Time Limits: No grievance shall be considered valid unless it is submitted at Step 1 of the procedure herein within fifteen (15) days of the first occurrence that gave rise to the grievance or the date when the grievant could reasonably have been expected to have knowledge of its first occurrence. Failure by the grievant or the Association to adhere to these procedures within a specified time period shall terminate the grievance as null and void. Failure of the Board or its representative to render a decision within a specified time period shall be construed as a denial of the grievance and grievant may proceed to the next step. For purposes of this Article, "days" shall consist of weekdays (Monday through Friday) exclusive of holidays as defined in this Agreement. Time periods specified in this Agreement may be extended by mutual agreement, in writing, between the grievant and the Superintendent.

3.3 Representation: The grievant shall be entitled to Association representation at all steps of the grievance procedure.

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

Step 1 - The grievant shall present the grievance in writing to the Superintendent within fifteen (15) days of the first occurrence that gave rise to the grievance or the date when the grievant could reasonably have been expected to have knowledge of the first occurrence. A copy thereof, shall at the same time be filed with the Association. The Superintendent shall schedule a meeting with the grievant to take place within five (5) days of the Superintendent's receipt of the grievance. The Superintendent shall provide the grievant with a written response within five (5) days after said meeting. Such answers shall include the reason(s) upon which the decision is based.

Step 2 - If the grievance is not resolved at Step 1, the grievant may, within five (5) days of receipt of the Superintendent's written response, forward the grievance in writing to the Chairman of the Board, together with written reasons for the grievant's dissatisfaction with the Superintendent's decision and remedy sought. Within fifteen (15) days of receipt of the appeal, the Board shall schedule a meeting with the grievant to hear the basis for the grievant's dissatisfaction with the Superintendent's decision.

Within ten (10) days of said meeting, the Board shall provide a written decision to the grievant, with copies provided to the Association. Such decision shall include the basis for the Board's decision.

Step 3 - If a grievance is not resolved at Step 2, the Association may within ten (10) days of receipt of the Board's decision, or the deadline for such receipt, whichever occurs first, demand binding arbitration of the grievance. Such demand shall be in writing and shall be delivered in person, or by certified mail to the Superintendent. The Arbitrator shall be determined by mutual agreement between the Board and the Association. Should the parties be unable to agree upon the selection of an Arbitrator within ten (10) days after the date of demand for arbitration, the grievance may be referred to the American Arbitration Association (AAA) pursuant to its voluntary arbitration rules. If arbitration is not requested within the time period set forth herein, the grievance shall be deemed resolved pursuant to the Board's decision.

3.5 The Arbitrator's authority shall be limited to interpreting and applying express written provisions of this Agreement and he shall have no power to add to, subtract from, alter, disregard or modify any such provisions. In the event that the issues submitted to the Arbitrator concern the discipline of an Administrator, including suspension or discharge of an Administrator, the Arbitrator may not modify the level of discipline imposed if the Arbitrator finds that just cause did exist for the taking of some disciplinary action. The Arbitrator shall be limited to the issues raised by the parties.

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

3.7 The District and the Association shall, upon written request, provide information to each other, which is directly related to the grievance.

3.8 Students who are minors shall not be involved in the grievance meetings noted herein unless written consent from a parent or legal guardian is filed with the Superintendent at least one (1) day prior to said meeting. The parent or legal guardian may be present at such meeting.

3.9 No reprisals will be taken by the Board or the Association against any person because of his participation in this grievance procedure.

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

ARTICLE IV

CONDITIONS OF EMPLOYMENT

4.1 Contract Renewal: An Administrator shall be notified of the Board's intent to renew or not renew his/her individual employment contract by April 1st before the expiration of the existing individual contract. Nonrenewal may be based upon elimination of the position, performance deficiency or other reasons. The written notice shall recite the grounds for nonrenewal. If nonrenewal is based on performance deficiencies, the written notice shall be accompanied by an evaluation which has been either performed or endorsed by the Superintendent. At its discretion, the Board may allow a period of remediation of performance deficiencies prior to the issuance of written notice. After receiving such a notice, the Administrator may request, in writing, and shall be granted, a meeting with the Board. Such request shall be delivered within fifteen (15) days of delivery of the notice of nonrenewal, and the meeting shall be held within fifteen (15) days of delivery of the request for a meeting. At the meeting, the Board shall explain its position, and the Administrator shall be allowed to respond. The Administrator and any member of the Board may present written information, or oral information through statements of others, and the Administrator and Board may be represented by counsel. The meeting shall be in executive session unless both parties agree in writing that it be open to the public. After the meeting, the Board shall decide whether or not to offer the Administrator an opportunity to renew his/her contract. The Board shall issue its decision in writing within five (5) days of the aforementioned meeting. The decision of the Board shall be final.

Administrators who have worked for the district as an administrator for five (5) years or more shall be offered a multi-year contract for up to three (3) years.

4.2 Discipline, Suspension, and Dismissal: During the term of an Administrator's individual employment contract, the Administrator may be disciplined, suspended or dismissed by the Board for just cause. Sufficient grounds for a just cause discipline; suspension or discharge shall include, but not be limited to:

- A. Dishonesty
- B. Insubordination
- C. Incompetence
- D. Failure to attend to duties
- E. Failure to carry out reasonable directions

District actions pursuant to this section 4.2 may be appealed through the grievance procedure of this Agreement or pursuant to Title 16, V.S.A. subsection 243 (d). The election of one procedure shall preclude access to the other.

4.3 Work Year/Per Diem: The work year for each Administrator (to include Principals, Director of Curriculum, Director of Special Education, Director of Student Support Services (CHS/CMS), Assistant Principals (CHS), Assistant Principal (CMS), and Assistant Principal (MBS)) shall be twelve months. For purposes of any per diem calculation, the fraction 1/260 shall be utilized.

At the discretion of the Superintendent, administrators may be provided compensatory time off for working days which are in excess of their regularly scheduled work days.

4.4 Complaints: If any complaint regarding an Administrator made to the Board or the Superintendent by a teacher, parent, student, or other person is investigated, the Administrator shall be promptly notified by the Superintendent of the specific nature of the complaint. The Administrator shall be copied on any correspondence from the Superintendent or his/her designee regarding the complaint.

4.5 Association Representation: If an Administrator is asked to attend a formal meeting with the Superintendent or the Board to discuss matters, which may adversely effect his continued employment, the Administrator will be entitled to have a representative of the Association present.

4.6 Personnel Files:

- A. No material derogatory to an Administrator's conduct, service, character or personality will be placed in the Administrator's personnel file, unless the Administrator has been provided the opportunity to review such material. The Administrator shall acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed with the understanding that such signature in no way indicates agreement with the contents thereof.

The Administrator will also have the right to submit a written response to such material and this response shall be reviewed by Superintendent and attached to the file copy.

- B. An Administrator may request the removal of documents from his/her personnel file which he/she believes are obsolete or otherwise inappropriate for retention. Such requests shall be submitted to the Superintendent in writing and the Superintendent may grant or deny said request, in whole or in part, at his discretion. Within five (5) days of receipt of the request, the Superintendent will set forth in writing the reasons for his decision.

4.7 Evaluation:

- A. Administrators shall be provided a copy of any formal evaluation instrument utilized by the District to evaluate their performance. Each Administrator will be provided a copy of any evaluation report prepared regarding his performance and will be entitled to a conference to discuss said reports. Such reports shall not serve as a basis for any action adverse to the Administrator unless the Administrator has had an opportunity to participate in said conference. The Administrator will acknowledge that he/she has had an opportunity to review the report by signing the copy to be filed with the express understanding that such signature does not indicate agreement with the content thereof. No Administrator will be required to sign a blank evaluation report.
- B. The purpose of evaluation is the on-going supervision and development of Administrators. Reference Administrator Evaluation Process and Forms for timeline and role descriptions.

Administrator Role: To participate in the development of and work toward achieving individual goals which are in concert with their school, programs and District Strategic Plan. To participate in the development of and work toward achieving school, program and District goals.

Superintendent's Role:

- ❖ To participate in the development of and approve all individual goals.
- ❖ To promote the development of building level programs consistent with the District's Strategic Plan.

- ❖ To complete the evaluations of all administrators.

School Board Role:

- ❖ To better understand the administrator's individual performance through review and discussion of performance related goals.
- ❖ To approve building level goals which are consistent with the District's Strategic Plan.

4.8 Position Openings: When there is an open position, notice will be provided to all administrators concurrent with the posting that is provided for teachers. This notice shall be provided before seeking outside applicants. When an administrator applies for a position in the district, they will be granted an interview by whatever hiring process is being used.

ARTICLE V

LEAVES OF ABSENCE

5.1 Sick Leave:

- A. Administrators shall be entitled to paid leaves of absence due to personal illness and physical disability, including disabilities connected with or resulting from pregnancy. Each 12 month Administrator shall be entitled to twenty-five (25) days per contract year. Unused sick leave shall accumulate from year-to-year to a maximum carry-over of one hundred (100) days.
- B. When a disability can be foreseen, as in the case of elective surgery and pregnancy, the Administrator shall notify the Superintendent of the expected commencement date of the sick leave as soon as this date is determinable. The Superintendent may request a medical certification to verify any illness or disability when there is reasonable basis to do so.
- C. Administrators may use up to twenty-five (25) days of personal sick leave per year to attend to a serious illness or injury in the Administrator's immediate family as defined in section 5.3
- D. In the event that an Administrator sustains an on-the-job injury which is compensable pursuant to the Worker's Compensation statute, said employee may not utilize paid sick leave to offset the difference between the Worker's Compensation benefit and his regular salary during this period of disability.

5.2 Personal Leave: Three (3) paid leaves of absence will be provided for important personal business such as court appearances, business transaction or to attend funerals not covered under bereavement leave. Personal leave may not be used for such things as social functions, recreational purposes or for extending vacations or holidays. Except in the case of an emergency, Administrators shall request personal leaves from the Superintendent at least forty-eight (48) hours before the leave is to commence.

5.3 Bereavement Leave: Administrators shall be allowed such time as needed, not to exceed five (5) days of paid bereavement leave per instance for the death of immediate family. For purposes of this section, immediate family shall be defined as the employee's spouse, civil union partner, guardian, children, parents, siblings, grandparents, son/daughter/father/mother/brother/sister-in-law, or a member of the immediate household. At the Superintendent's sole discretion, additional bereavement leave may be provided, either through additional days or in definition of immediate family. The decision of the Superintendent shall not be subject to the grievance procedures as outlined in this agreement.

5.4 Professional Leave: At the discretion of the Superintendent, Administrators may be granted paid leave time for activities related to the enhancement of the District's educational program and related to the responsibilities, skills, and goals in the professional development plan of the administrator.

5.5 Jury Duty: An Administrator who is required to serve on jury duty shall receive the difference between his jury duty payment and his per diem salary.

5.6 Other Leaves: A leave of absence for reasons not specifically set forth in this Article may be granted, with or without pay or benefits, at the sole discretion of the Board; such reasons may include, but shall not be limited to, sabbaticals.

5.7 Vacations:

- A. Administrators shall be entitled to thirty (30) paid vacation days. They shall be entitled to carry over five (5) vacation days from one fiscal year to the next fiscal year.

The District retains final discretion as to the scheduling of said vacation days.

5.8 Holidays: Administrator shall be entitled to the following paid thirteen (13) holidays:

New Year's Day

Martin Luther King, Jr. Day (Note: If the teachers have the day off, Administrators will also have this day off as a holiday. If a student day or in-service, then this would be a workday for Administrators).

Presidents' Day (which will be celebrated during the February vacation)

Memorial Day

Independence Day (12 month administrators only)

Labor Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Day preceding or after Christmas Day (as determined by the District)

Two floating holidays scheduled by the District

One floating holiday to be utilized and scheduled by the individual administrator on a day when school is not in session (12 month administrators only)

When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

ARTICLE VI

COMPENSATION

6.1 Salary: The salary increases for all current Administrators for FY'22, FY'23 and FY'24 shall be as outlined in Appendix A. The initial salary for an individual hired as an Administrator under the terms of this agreement shall refer to the starting matrix (Appendix B). Prior experience for the position being hired shall be considered when applying the matrix. Prior experience as an Administrator, but not for the specific position being filled currently, may be considered when applying the matrix. If a newly hired Administrator is placed above the "New Hire Salary Matrix" as provided in this contract, the ACA can, at their discretion, request salary increases. The District may hire an administrator below the applicable hiring range when the administrator has not fully met the Vermont licensing requirements for an Administrator at the time of hire. The Board, or designee, will determine the starting salary based upon these terms.

Additional Compensation: There are times when an administrator demonstrates excellence, high achievement and commitment in the administration of their school and/or district. The Board would like the availability to provide additional compensation to the administrator in any given year with an additional salary increase of 1%-2%. (Example: local, state or national recognition, student performance achievement, service to community, etc.)

6.2 Insurance Coverage Limitations: The Board agrees to provide the insurance coverages herein, subject to the eligibility requirements of the individual insurance carrier. Said insurance coverage shall be provided with the recognition that 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, which are covered by an insurance policy provided by this Agreement.

6.3 Medical Insurance: Pursuant to 16 V.S.A. chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix C of this collective bargaining agreement.

An Administrator may elect to forego the medical insurance coverage noted and receive payment in lieu of said coverage under the conditions noted below.

- ❖ The Administrators must be either currently enrolled in the District's insurance plan or have been newly hired by the District for the plan year for which payment is elected.
- ❖ The Administrators must present proof of medical insurance coverage from an alternative source.
- ❖ The Administrators will receive the amount set forth herein for such time as they forgo insurance coverage. The smallest incremental period of time for coverage or buyout is one month.
- ❖ The Administrators shall be paid a single lump sum amount equal to twenty-five percent (25%) of the total annual amount the District would have paid toward the premium cost for the Gold CDHP plan.

- ❖ Payment shall be remitted to the administrator in December and June of the plan year for which payment was elected.

6.4 Dental Insurance: For each full-time Administrator who enrolls in the plan, the Board shall contribute 100% toward the cost of providing coverage pursuant to the Delta Insurance Plan.

6.5 Life Insurance: For each full-time Administrator, the District shall provide a maximum life insurance benefit up to Three Hundred Thousand Dollars (\$300,000).

6.6 Course Reimbursement: The Board shall reimburse the Administrator an amount equal to the cost of two three-credit graduate courses each year or for the expenses to attend courses, conferences or workshops, subject to the following provisions:

- A. The approval of the Superintendent shall be obtained prior to enrolling in a course, conference or workshop.
- B. The Administrator shall present written verification of having satisfactorily completed the course, conference or workshop.
- C. The reimbursement shall be for the actual costs not to exceed the residential tuition fee charged by the University of Vermont.

6.7 Disability Insurance: The Board shall contribute the full cost for providing coverage pursuant to a long-term disability insurance plan, which shall provide benefits equal to sixty percent (60%) of the administrator's monthly salary, to a maximum of Five Thousand Dollars (\$5,000) with full Social Security integration. In the event an Administrator is disabled and receives compensation under the long-term disability insurance plan, said employee may utilize paid sick leave only to the extent necessary to offset the difference between the disability insurance benefit and his regular salary during this period of disability. Administrators shall be eligible for payment under this plan after ninety (90) calendar days of disability.

6.8 Mileage Reimbursement: Administrators will be reimbursed at the existing IRS mileage reimbursement rate when they utilize their individual vehicles for legitimate District business, said utilization to be approved by the District.

6.9 Section 125 Colchester School District Cafeteria Plan: Administrators will have full access to all options offered within the meaning of Section 125 of the Internal Revenue Code of 1986.

6.10 Exit Benefit: Each administrator shall be paid for up to seven (7) days of earned, but unused, vacation upon separation from employment with the District; the administrator shall have the discretion to either utilize or be paid for said days, however, in no event shall such an administrator be paid for more than seven (7) unused vacation days.

6.11 Longevity Payment: An administrator will be eligible for longevity payments under the following conditions and terms:

- A. All time referenced wherein shall be based on consecutive years of service as an administrator in a position recognized by the ACA bargaining unit.
- B. All payment will be made in the last pay period of the fiscal year in which the applicable anniversary

date was reached.

- C. Upon completion of five (5) years of employment the administrator shall receive a lump sum payment equal to two and one half percent (2.5%) of their current year salary.
- D. Upon completion of eight (8) years of employment the administrator shall receive a lump sum payment equal to three and one half percent (3.5%) of their current year salary.
- E. Upon completion of eleven (11) years of employment the administrator shall receive a lump sum payment equal to four and one half percent (4.5%) of their current year salary.
- F. Upon completion of thirteen (13) years of employment the administrator shall receive a lump sum payment equal to five and one half percent (5.0%) of their current year salary.
- G. Upon completion of fifteen (15) years of employment the administrator shall receive a lump sum payment equal to five and one half percent (5.5%) of their current year salary.
- H. Upon completion of nineteen (19) years of employment the administrator shall receive a lump sum payment equal to five and one half percent (5.5%) of their current year salary.
- I. Subsequently, with every three (3) years of employment beyond nineteen (19) years, the administrator will receive a lump sum payment equal to six percent (6.0%) of their current year salary (Years 22, 25, etc.).

ARTICLE VII

GENERAL

7.1 Severability: If any provision of this Agreement or application thereof 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.

7.2 Complete Agreement: The Agreement constitutes the entire agreement of the Board and Association, arrived at as a result of negotiations, except for such amendments hereto as shall have been reduced to writing and signed by the parties. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein and neither party shall be required to negotiate with respect to any such matter during the term of this Agreement.

7.3 No strike: Neither the Association nor individual members will call, cause, or participate in any strike, work slowdown, or work stoppage for the duration of this Agreement.

In the event that another union representing district employees engages in a strike against the District, Administrators will abide by procedures developed by the Superintendent to manage the strike.

7.4 Notice: Unless otherwise noted in this Agreement "days" shall be defined as week days (Monday-Friday) and "notice" shall be provided either by certified mail or delivery in person. If notice is provided by personal delivery, the documents should be date stamped to indicate date of receipt.

ARTICLE VIII

BOARD RIGHTS

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

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

ARTICLE IX

ASSOCIATION RIGHTS

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

9.2 Association representatives shall be permitted to meet with bargaining unit members on school property during non-working time of the individual member, provided doing so does not interrupt normal school routines.

9.3 The Board shall not interfere with, coerce, or discriminate against any Administrator engaged in any activity protected by this agreement.

9.4 The Board agrees to deduct from Administrators' salaries, payment for dues to the Association as the Administrator individually and voluntarily authorizes. Said moneys shall be transmitted to the Secretary/Treasurer of the Association along with appropriate records of such collection.

ARTICLE X

DURATION

The provisions of this Agreement shall become effective July 1, 2021 and shall continue and remain in full force and effect until June 30, 2024. Said Agreement shall automatically be renewed and continued in full force and effect for an additional period of one (1) year, unless the provisions of Article II of this Agreement are invoked.

IN WITNESS WHEREOF, the parties hereto set their hands and seals.

**FOR THE COLCHESTER BOARD OF
SCHOOL DIRECTORS**

**FOR THE ASSOCIATION OF
COLCHESTER ADMINISTRATORS**

BY: Mauroel Rogers

BY: Chris Antonucci

DATE: 1/6/2021

DATE: 12/21/20

APPENDIX A

Current Administrator Salary Matrix	Annual Increases		
Position	Year 1	Year 2	Year 3
CHS Principal	3.00%	3.00%	3.00%
MBS Assistant Principal	3.00%	3.00%	3.00%
CHS Director Student Support Services	3.00%	3.00%	3.00%
CMS Assistant Principal	3.00%	3.00%	3.00%
CMS Director Student Support Services	3.00%	3.00%	3.00%
PPS Principal	3.00%	3.00%	3.00%
CHS Assistant Principal	3.00%	3.00%	3.00%
CHS Assistant Principal	3.00%	3.00%	3.00%
CMS Principal	3.00%	3.00%	3.00%
Director of Curriculum	3.00%	3.00%	3.00%
Director of Special Education	3.00%	3.00%	3.00%
UMS Principal	3.00%	3.00%	3.00%

APPENDIX B

New Hire Salary Matrix				
Levels	Position	0-3 Years	4-6 Years	7+ Years
Level I	Director SPED Director of Curriculum CHS Principal	\$108,000-\$110,000	\$111,000-\$113,000	\$114,000-\$116,000
Level II	CMS Principal MBS Principal	\$105,000-\$107,000	\$108,000-\$110,000	\$111,000-\$113,000
Level III	UMS Principal PPS Principal	\$102,000-\$104,000	\$105,000-\$107,000	\$109,000-\$111,000
Level IV	Assistant Principal Director of Student Support	\$93,000-\$95,000	\$96,000-\$98,000	\$99,000-\$101,000

Appendix C

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

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

Article II. Definitions:

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

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

Article III. Scope of Bargaining:

3.1

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

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

Article IV. Plan Offerings:

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

Article V. Eligibility for Health Benefit Coverage:

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

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

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

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

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

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

to the district business office.

Domestic Partner/Child(ren) of Domestic Partner

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

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

Child[ren] of Domestic Partner:

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

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

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

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

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

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

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

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

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

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

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

Article IX. General:

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

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

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

Article X. Duration of Statewide Document:

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

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

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

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

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

