MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is by, between and among the Essex Junction Westford Education Association, both Teacher and Support Staff Units ("Association"), the Essex Junction Incorporated School District, the Essex Union #46 High School District, and the Westford School District ("Districts").

WHEREAS, the VEHI Comprehensive Plus 1000 (Comp 1000) Plan was added as an insurance option for eligible employees within the corresponding master agreements effective 7/1/11, which was after the Affordable Care Act (ACA) became law; and,

WHEREAS, the Comp 1000 Plan does not meet the definition of a grandfathered plan under ACA due to the date of inception of the Plan; and,

WHEREAS, the Districts most likely will no longer be able to offer the non-grandfathered Comp 1000 Plan once the Vermont Exchange under the ACA becomes available (1/1/14 for "small" employers or 1/1/17 for "large" employers);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Effectively immediately, the Comp 1000 Plan and corresponding Health Reimbursement Account (HRA) will no longer be available for new participants (e.g., new employees, or existing employees looking to change plans).
2. Unless negotiated otherwise, the District shall continue to offer the Comp 1000 Plan for employees who are enrolled in this plan as of the date this Agreement is signed until such time said plan can no longer be offered under federal and/or state law. Said employees shall continue to have the option of changing from the Comp 1000 Plan to one of the grandfathered VEHI Dual Option Plans during an open enrollment period (for as long as such is permissible under state/federal law and the VEHI Dual Option Plans remain available). Should an employee choose to change plans, s/he will no longer have the option of re-enrolling in the Comp 1000 Plan.
3. This Agreement shall remain in effect until negotiated otherwise.
4. The Association agrees not to grieve the existence of this Agreement, and the Association furthermore agrees not to use this Agreement as a basis for grievance on this topic.
5. This Agreement is unique to this case, and does not establish precedent for future such Agreements.

As authorized representatives, these agents set their hands and seals in agreement with the above:

For the Essex Junction Incorporated School District

_____
Authorized Signature Date

For the Essex Union #46 High School District

_____
Authorized Signature Date

For the Westford School District

_____
Authorized Signature Date

For the ASSOCIATION

_____
Authorized Signature Date