

2017 – 2019

AGREEMENT

between the

Essex WESTFORD EDUCATIONAL COMMUNITY UNIFIED UNION SCHOOL BOARD

and the

ESSEX WESTFORD EDUCATION ASSOCIATION

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ACKNOWLEDGEMENT OF ARBITRATION

In accordance with 12 V.S.A. Section 5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association understand that they will not be able to bring lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves questions 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.

PREAMBLE

This Agreement is made and entered into by and among the Essex Westford Educational Community Unified Union School Board (hereafter the "Board") and the Essex Westford Education Association, an affiliate of the Vermont-NEA and the National Education Association, hereafter the "Association".

ARTICLE 1 RECOGNITION

- 1.1 The Board hereby recognizes the Association for the purpose of collective bargaining negotiations pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, as the sole and exclusive representative of a unit consisting of all "teachers" under contract to teach in the Essex Westford Community Unified Union School District (hereinafter "District") and licensed by the Vermont Agency of Education (hereinafter "AOE"), excluding administrative personnel as defined by Chapter 57 of 16 V.S.A.
- 1.2 Superintendent: The term "Superintendent" when used in this Agreement is understood to mean the Superintendent of Schools of the District and/or his/her designee.
- 1.3 Teacher: The term "teacher" when used in this Agreement is understood to mean all employees in the above defined bargaining units.
- 1.4 Former Member District: The term "former member district" when used in this Agreement is meant to include the Essex Community Educational Center School District #46, the Essex Junction School District Incorporated, the Westford School District, and/or the Essex Town School District.
- 1.5 Substitutes: Short and long term substitutes are not considered members of the bargaining unit and are not covered under this Agreement. Substitute teachers will be employed for teachers on extended, board approved leave totaling less than half the total number of annual employment days (rounded to the next full day).
- 1.6 Days: The term "days" when used in this Agreement is understood to mean calendar days unless otherwise specified herein.
- 1.7 Acting by Committee: Despite references in this contract to the Board or the Association as such, each reserves the right to act by committee.

ARTICLE 2 NEGOTIATION PROCEDURE

- 2.1 Notification Deadline: Not later than October 1 of the year preceding the expiration of this Agreement, either the Board or the Association may give notice to the other if it wishes to negotiate a successor to this Agreement. Thereafter, the negotiating teams for the Association and the Board shall meet at a mutually agreeable time to begin negotiations and exchange proposals for a successor agreement in accordance with 16 V.S.A., Chapter 57, Subchapter 3 not later than November 1 following notification.
- 2.2 Contract Rollover: In the event that neither party gives notice to the other of its intention to terminate, amend, or modify the Agreement by October 1, of the school year in which this Agreement expires, the agreement shall automatically be extended on the same terms for another year beyond the termination date of the contract, and similarly from year to year thereafter with a notification date of intent to terminate, amend, or modify being October 1 of the successor year. To *automatically extend the agreement* means teachers who are eligible for a step would receive a step increase on the salary schedule in effect on the last day of this agreement, medical insurance shared premiums and all other terms and conditions would remain as they are as of the last day of this agreement.
- 2.3 Good Faith Bargaining: The Board and the Association shall schedule such meetings as may be necessary to discuss all matters to be negotiated for the subsequent agreement. Negotiations shall take place in good faith in order to reach agreement upon the subsequent agreement.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Board is charged by law with the responsibility for and authority to manage and direct the operation of the system. However, in the exercise of such responsibility and authority, the Board shall conform to the provisions of this Agreement to the extent permitted by law. In recognition of the fact that the Board is vested with the responsibility for assuring the quality of education and the efficient and economical operation of the District, it is hereby agreed that except as specifically and directly modified by express written language in a specific provision of this Agreement, the Board retains all rights and powers that it has or may hereafter be granted by law, and may exercise such powers at its discretion.
- 3.2 The Board's exercise of any retained right or function in a particular manner shall not preclude the District from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.
- 3.3 Temporary Contracts: The Board shall have the right to issue a temporary non-renewable contract for a period of one (1) year or less which expressly eliminates the teacher's right of contract renewal (as specified in paragraph 7.6) and layoff and recall (as specified in Article 9) in the following circumstances:
- A. For vacant positions posted after June 1;
 - B. To those teachers who are employed under an emergency or provisional license;
 - C. To those individuals hired to replace a teacher on a paid or unpaid leave pursuant to Article 12 of this Agreement.
- 3.4 Designees: It is understood that the Board may carry out its functions and responsibilities through the Superintendent and his/her designee.
- 3.5 Teacher Reassignments: Teacher reassignments may be voluntary or involuntary. Reassignment may include change in grade level, school, position, course assignments, seniority list and/or seniority category. Teacher reassignments shall be at the sole discretion of the Superintendent or his/her designee.

- A. Voluntary: If the circumstance warrants such (as determined by the Superintendent) volunteers will be sought for the reassignment before a final decision is made. In such cases, teachers eligible for the reassignment based on criteria established by the Superintendent (e.g., hold a specific licensing endorsement, are within the same seniority category as the reassignment, and/or in the school in which the reduction is being made) shall be notified of the reassignment opportunity, and shall be provided a minimum of one calendar week to submit a written statement of interest with the Superintendent or designee. In determining requests for voluntary reassignments, the following shall be considered: license and endorsement, recommendation of administration, relevant qualifications, and impact of the reassignment.
- B. Involuntary: In the event that an involuntary reassignment is deemed necessary, the teacher shall be notified of the reassignment no later than June 30th unless there are extenuating circumstances (for example, but without limitation, change in student needs, late resignation, vacancy develops after June 30th). A teacher's license/endorsement, seniority category and list, input from Administration, school/district/student needs, major and/or minor field study, experience, knowledge, teaching performance and/or other relevant factors shall be considered in determining which teacher is to be transferred. A teacher will be informed as soon as possible when involuntary transfers take place during the school year. Notification shall be in writing. The final decision is within the sole discretion of the Superintendent or his/her designee. A teacher designated for involuntary reassignment may request, and upon request shall be granted a meeting with the Superintendent or designee to discuss the reasons for the involuntary reassignment. The teacher may have an Association representative present at such meeting.

The decisions of the Superintendent or his/her designee under this article shall not be subject to the grievance or arbitration provisions of this agreement.

ARTICLE 4 ASSOCIATION RIGHTS

- 4.1 Association Days. The Board agrees to make available a maximum of three (3) Association days across the District to the President of the Association. The Board agrees that appropriate requests for up to three (3) school days release time for the purposes of conducting Association business will be granted by the Superintendent or his/her designee at the request of the Association President. When practicable to do so, the President shall request such days in writing to the Superintendent at least forty-eight (48) hours in advance to allow adequate time to process the request and secure a qualified substitute. The Association shall reimburse the District for the full cost of any substitute teachers. This allowance of three (3) Association days is non-cumulative. The Superintendent (or his/her designee) and the Association President shall develop a mutually acceptable process for managing and tracking said leave.
- 4.2 Association Dues: The District agrees to deduct Association dues from the salary of each teacher who individually and voluntarily authorized dues deductions. Teacher authorizations shall be in writing in a form agreed upon by the Association and the District. Said deduction will be in nine substantially equal amounts during the school year beginning on or after October 15 of the corresponding school year. A schedule of deductions shall be provided to teachers on or about September 1st. Authorizations shall continue from year to year unless revoked by the teacher in writing prior to July 1 of any year. Dues deducted from teachers' salaries will be transmitted to the Association following each corresponding payroll deduction. The Association will annually certify to the District the amount of Association dues. The following shall also apply:
 - A. The Association shall provide payroll at the District's Business Office, dues deductions covered under this paragraph, by October 1 of the contract year in which the deduction applies for all existing members as of said date, otherwise the teachers' previous year deductions shall continue in force for the entire school year unless terminated by the employee by the dates set forth herein. Deductions for any new employee hired prior to the date of said report shall also be included in the report.

- B. The form in which the Association reports union dues for existing membership must include, at minimum, employee name, social security number, and total union dues to be deducted for the corresponding contract year. The report shall list teachers alphabetically by last name.
- C. The form in which the Association reports union dues for new members must include, at minimum, employee name, social security number, total union dues to be deducted for the corresponding contract year, and signed employee authorization.
- D. The District payroll office shall make changes to union dues not more than once in any contract year. However, union dues to individual employees may be adjusted as necessary due to changes in employment status with proper notification and reporting from the Association as outlined herein. If a teacher elects to become a member after the Association dues are submitted by the Association, the teacher shall be responsible for paying any additional fees directly to the Association.

4.3 Agency Fees: In accordance with Vermont Act 37 of 2013, teachers who elect to not join the union representing the bargaining unit (referred to as "Association" herein) are required to pay an agency fee to the Association. The teacher may pay this fee directly to the Association or authorize payroll deduction of said fees on a form provided by the Association and approved by the District. Said deduction will be in nine substantially equal amounts during the school year beginning on or after October 15 of the corresponding school year. A schedule of deductions shall be provided to teachers on or about September 1st. Said authorization shall continue from year to year unless the teacher joins the Association at which time the provisions of Article 4.2 shall apply, or the teacher notifies the Board by July 1 to terminate such authorization for payroll deduction of the agency fee.

- A. Responsibilities: It is the Association's responsibility to provide the signed authorization to the District for payroll deduction. The District is not responsible for obtaining or counseling employees about joining or not joining the Association. The only duty of the District is to collect the fee once a payroll authorization is received, signed by the teacher. It is up to the Association to collect the fees from those teachers who do not authorize payroll deduction. The Association cannot file a grievance against the District if a teacher refuses to pay the agency fee, nor is the District required to terminate the employment of a teacher as a result of non-payment of said fee.

It is also the Association's responsibility to establish said fee annually in accordance with state and/or federal law, and to inform both the District and the affected teachers of said fee. The District shall also provide the Association a list of all teachers covered under the collective bargaining agreement upon request of the Association, but not more than once per month.

- B. Reporting, Collection and Distribution of Fees: The Association shall provide payroll at the District's Business Office, agency fee deductions covered under this paragraph, by October 1 of the contract year in which the deduction applies for all existing non-members as of said date, otherwise the teachers' previous year deductions shall continue in force for the entire school year. The remaining process, rules and forms shall be consistent with Article 4.2B-D. Consistent with §4.2D, if a teacher decides to join the Association after the report of agency fee deductions has submitted by the Association for the school year (as specified in this paragraph), s/he will need to pay the difference between the agency fee and the Association dues directly to the Association for the remainder of the school year.
- C. Indemnification: The Association agrees to indemnify, defend and hold the District harmless from any lawsuit, claim or grievance filed by a teacher regarding the collection of said fees.

4.4 Facilities Use: The Association shall have the right to use such facilities and equipment as are normally located for teacher use within the school, as well as school audio-visual equipment at reasonable times and upon prior request to the principal or his/her designee, provided that such use does not interfere with the teaching of pupils or interrupt normal school activities and operations. Any cost of repairs beyond ordinary maintenance resulting from the use of such equipment, and the cost of materials and/or fees, shall be borne by the Association.

- 4.5 Association Business: Members or representatives of the Association shall be permitted to transact official business of the Association on school property during regular school hours provided that this does not interfere with any assigned duties or interrupt classroom instruction and/or school programs and operations.
- 4.6 Posting of Notices: The Association shall have the right to use the teachers' room for the posting of notices of its activities and matters of Association concern, provided that no matter shall be placed in the teachers' room which is derogatory of any individual or detrimental to the best interest of the school district. The Association may use the teachers' mailboxes for communications to teachers provided that the above mentioned safeguards as outlined in 4.4 are observed.
- 4.7 District Email: It is understood that District email is not private. The Association may designate officials who may use the District email system in accordance with District policy and procedure related to the acceptable use of technology, provided that use of the system imposes no tangible cost to the District and it does not unduly burden the District's electronic resources. No material, which is derogatory to any individual or detrimental to the best interest of the school district, shall be transmitted on this system.

ARTICLE 5 TEACHER RIGHTS

- 5.1 Right to Organize: The Board agree that each teacher shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. It is further agreed that each teacher shall have the right not to join this or any other teachers' association if he/she so desires. It is further agreed that neither the Boards nor the Association shall discriminate against any teacher with respect to salary, economic conditions of employment, or professional standing by reason of membership or non-membership in the Association or its affiliates, nor for participation in any other lawful activities of the Association. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may now have under Vermont State school laws or other applicable laws and regulations. The rights granted to teachers herein shall be deemed to be in addition to those provided by law.
- 5.2 Non-Discrimination: The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of teacher employment on the basis of race, creed, color, religion, national origin, disability, sex, age, domicile, marital status, sexual orientation, gender identity or any other legally protected status under state or federal law. Any grievance claiming a violation of this subsection shall not proceed beyond Step 3 of the grievance procedure in Article 6.
- 5.3 Complaints: In the event that discipline against a teacher is considered as a result of a complaint made to a member of the administration by a parent, student, or other person, said complaint shall be promptly brought to the attention of the teacher and investigated. Before discipline is taken, the name of the complainant shall be identified (if known) and a copy of the complaint shall be provided in writing. The teacher will be given the opportunity to respond to and/or rebut such complaint.
- 5.4 Representation: Whenever any teacher is required to appear before an administrator or the Board concerning any matter of discipline, reprimand, or renewal of contract, then he/she shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present. However, the scheduling of said meeting shall not be impeded or delayed as a result of securing this representation if the teacher was notified of the need to meet at least 48-hours prior to the scheduled meeting. This shall not preclude the right of the Superintendent to meet with the teacher prior to 48-hours in emergency circumstances or when the District is required by federal or state law/regulations to conduct a prompt investigation. This representation right does not apply to routine supervision unless said meeting is intended to result in a reprimand.

5.5 Just Cause: Except for probationary teachers and those hired under a temporary teaching contract as otherwise provided in Article 7, no teacher will fail to have his/her contract renewed or be disciplined, suspended, dismissed, or have a salary increment withheld without just cause. Any suspension of a teacher, pending final Board action shall be with pay.

A non-probationary teacher who is suspended, dismissed or non-renewed may appeal that decision by filing a grievance at Step 3 within ten (10) days of the effective date of the suspension, dismissal or notice of non-renewal or by filing an appeal pursuant to Title 16, §1752 of the V.S.A. The election of one method of appeal shall preclude the other. In any event, the teacher shall be paid until the Board renders its decision.

5.6 Vacancies: Notices of vacancies which occur within the school district shall be posted electronically. Notices shall include a description of the vacant position, and any special qualification requirements. Notices shall be posted for a minimum of five (5) days excluding holidays and weekends. All District teachers who possess the required license and posted qualifications that apply to said position shall be offered an interview.

5.7 Mileage Reimbursement: A teacher who is required by his/her supervisor to operate his or her own vehicle on school related business shall be reimbursed at the prevailing Internal Revenue Service mileage reimbursement rate in effect at the time of the travel. Mileage reimbursement requests must be submitted within 30 days of the travel for reimbursement, provided however June reimbursements shall be submitted by the last day of the school year for teachers. . However, it is understood that no teacher shall be required to transport students in their personal vehicles.

5.8 Intellectual Property: All work performed by the teacher either electronically or physically during the course of their work as a teacher in the District shall be considered District property. However, said teacher shall have the rights to make copies (electronic/hard copy) to take with them before they leave provided said information does not contain personally identifiable student information. The teacher further retains the right to use this work in a professional capacity.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 Definitions:

- A. Grievance: Any written claim by the Association, a teacher or the Board that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of this Agreement.
- B. Grievant: The Association, teacher(s) or Board making the claim.
- C. Days: All references to days in this Article shall consist of weekdays, exclusive of weekends and legal holidays, unless specified otherwise.

6.2 Time Limits/Filing: No grievance shall be given consideration unless it is filed at the appropriate beginning step within thirty (30) days after the grievant could reasonably have been expected to have knowledge of the occurrence which gave rise to the grievance.

6.3 Time Limits/Procedure: No grievance shall be entertained except in accordance with the procedures specified in this Agreement.

- A. Failure of the grievant to advance the grievance to the next step of the grievance procedure within the time limits contained under this Article shall render the grievance withdrawn and/or null and void.
- B. Failure of the Board or administration to respond to the grievance within the time limits contained herein shall constitute a denial of the grievance at that applicable step thereby triggering the right of the grievant to pursue the grievance to the next step of the process. In this case, the day following the expiration of the time limit shall count as day one towards the subsequent time limit.
- C. The time limits outlined in the procedure as noted in §6.8 may be extended by mutual agreement of the Board, the Association/grievant.

- 6.4 Grievant Representation: In the formal grievance procedure herein provided, the grievant shall at all times be entitled to be represented by the representatives of the Association or to appear with the assistance of such representatives; except at no time shall the grievant be represented by an administrative official of the school district. The Association and its affiliate, VT-NEA, shall be the sole and exclusive representative of the grievant.
- 6.5 Association Representation: The Association shall at all times have the right to represent itself at grievance hearings and to present its positions with respect to matters of contract interpretation.
- 6.6 Class Grievance: Upon agreement of the Superintendent, two or more grievances involving a common substantive issue or issues may be filed by the Association as a class grievance.
- 6.7 Informal Resolution: Nothing contained in the grievance procedure shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor(s), before filing the matter as a formal grievance. When requested by the teacher, the Association representation may assist in this informal resolution; provided, such assistance is not inconsistent with the terms of this Agreement. If the informal grievance results in a policy change or clarification of the existing contract, the administration will notify the Association, in writing, of the adjustment. 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. However, should such informal processes fail to satisfy the teacher or the Association, a formal filing of the grievance shall be made in accordance with the procedures herein.
- 6.8 Procedure: The grievant shall present a grievance in writing to his/her direct supervisor (or the program director who made the decision) within the time limits specified in §6.2. The written grievance shall include a statement of the issue(s) being grieved as well as reference to the specific provision(s) of the Agreement alleged to have been violated and the specific remedy sought. A copy thereof, shall at the same time, be filed with the Superintendent and the Association.
- A. Step 1: The grievant shall present a grievance in writing to the Principal (or the program director who made the decision), setting forth the specific Agreement provision being violated, and stating the remedy sought. The Principal shall conduct a meeting with the grievant and Association within five (5) days of acknowledged receipt of the grievance, and shall provide a written response including the reason(s) upon which the decision is based to the grievant/Association within five (5) days of said meeting.
- B. Step 2: If the grievance is not resolved at Step 1, the grievant may, within five (5) days of receipt of the Step 1 response, forward a written copy of the grievance to the Superintendent requesting a step 2 meeting, and indicating the reason for dissatisfaction with the decision of the Principal, and stating the remedy sought. The Superintendent shall conduct a meeting with the grievant and the Association within ten (10) days of acknowledged receipt of the grievance, and shall provide a written response including the reason(s) upon which the decision is based to the grievant/Association within ten (10) days of said meeting.
- C. Step 3: If the grievance is not resolved at Step 2, the grievant may, within ten (10) days of receipt of the Step 2 response, forward the grievance in writing to the Chair of the School Board of Directors (or his/her agent) requesting a step 3 meeting, and indicating the reason for dissatisfaction with the decision of the Superintendent, and stating the remedy sought. The Board, or designated representative(s) thereof, shall conduct a meeting with the grievant and the Association within twenty (20) days of receipt of the grievance, and shall provide a written response including the reason(s) upon which the decision is based to the grievant/Association within ten (10) days of said meeting.
- D. Step 4: If the grievance is not resolved at Step 3, the Association may request arbitration, by written notice to the Superintendent within ten (10) days of receipt of the Step 3 response. Such request shall be in writing, and it shall be delivered in person or by registered or certified mail to the Superintendent.

E. Arbitration:

- a) Appointment of the Arbitrator. The arbitrator shall be determined by mutual agreement between the Board or its designated representative, and the Association. Should the parties be unable to agree upon the arbitrator within ten (10) days of the request for arbitration, the arbitration shall be requested from the American Arbitration Association ("AAA"). If the grievance is not submitted to the AAA within thirty (30) days of the date of the request for arbitration, the grievance shall be considered withdrawn with prejudice.
- b) Final Decision. Decisions of the arbitrator in matters of grievance shall be final and binding, except that they shall be subject to the Vermont Uniform Arbitration Act and the Rules of the American Arbitration Association.
- c) Costs of Arbitration. Costs of arbitration shall be borne by the parties to the grievance. Costs of transcripts and witnesses, if any, shall be borne by the party requiring the same.
- d) Power of the Arbitrator. It is agreed that the arbitrator is empowered to award only compensatory damages and that the arbitrator shall have no authority to award interest on such damages or attorneys fees. The arbitrator shall have no power to add to, delete from, amend, ignore, or in any manner alter the existing contract. Neither the Board nor the Association will be permitted to assert any grounds before the arbitrator which was not previously disclosed to the other party prior to the hearing.

- 6.9 Step By-Pass: Provided the grievant/Association and the Superintendent agree, Step 1 of the grievance procedure may be by-passed and the grievance brought directly to the next step. .
- 6.10 Cooperation: The Board, the Superintendent and the Association will cooperate in the investigation of any grievance, and they will furnish to one another such reasonable information as is necessary for the processing of the grievance. At each step of the grievance procedure each party shall disclose the full basis for its belief that the Agreement was or was not violated. New information may be presented at each subsequent step of the procedure, however, each party shall disclose to the other the final basis for its position at least 72-hours prior to the arbitration hearing.
- 6.11 Processing: No grievance shall be processed during assigned working hours without consent of the Superintendent. In the event processing of any grievance takes place during assigned working hours, the teacher(s) required to participate in the process shall be released from his/her work duties without loss of pay or benefits.
- 6.12 Involvement of Minors: Under no circumstances shall the Association involve students who are minors in the filing, hearing or processing of a grievance unless prior written consent from a parent or legal guardian has been filed with the office of the Superintendent at least twenty-four (24) hours before such involvement.
- 6.13 Files: All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 6.14 No Reprisals: No reprisals of any kind will be taken by the Board, the school administration, or the Association against any teacher because of his/her participation or non-participation in this grievance procedure. Both parties recognize that intimidating, abusive or profane language or behavior is not acceptable as part of the grievance procedure.
- 6.15 Withdrawal: A grievance may be withdrawn by the grievant at any time or step in the procedure.
- 6.16 Election of a Remedy: A teacher who seeks resolution in court or before an administrative agency of a matter which is subject to the Grievance and Arbitration provisions of this Agreement shall be deemed to have waived his/her right to arbitrate said issues pursuant to this Article.

ARTICLE 7 INDIVIDUAL CONTRACTS

- 7.1 Contract of Employment: An annual contract of employment shall be provided to each teacher covered by this Agreement. The contract shall minimally indicate the teacher's seniority category (pursuant to Article 9, §9.4), licensing endorsement(s) required for his/her assignment, annual salary and full-time equivalent ("FTE"). If the teacher is working under a temporary contract, such status shall also be noted on the contract pursuant to §7.5.
- 7.2 License Renewal: A contract of employment issued by the Board and signed by a teacher shall be null and void if, by July 1, the teacher fails to provide the Superintendent a copy of a valid Vermont educator license for his/her assignment for that school year. This deadline shall be extended by the Superintendent (only as permitted under state laws and regulations) if the teacher provides documentation that s/he has done everything s/he needs to do to become licensed prior to May 1 and the delay is at the VT Agency of Education. The Superintendent may also extend the deadline due to other extenuating circumstances outside of the teacher's control.
- 7.3 Provisional/Emergency License Renewal: Teachers working under a temporary (e.g., provisional, emergency or apprenticeship) license must provide proof of obtaining either a Level I or Level II license (or proof of meeting the requirements of licensure pending issuance by the Vermont Agency of Education) by the expiration date of the temporary license. Obtaining said license by the stated due date is the teacher's responsibility. A contract of employment issued by the Board and signed by the teacher for the ensuing school year shall be null and void for a teacher failing to meet the deadline specified in this paragraph.
- 7.4 Probationary Contracts: During a teacher's first three (3) years of employment by the Board, the teacher shall work under probationary teacher contracts. During this period of probation, a Board's decision to suspend, terminate, layoff or non-renew the teacher's contract will not be subject to the grievance/arbitration provisions of this Agreement provided that in instances of non-renewal the conditions of 5.2 are met.
- A. A probationary teacher (including teachers under a temporary contract) will receive a minimum of two (2) classroom observations per year during the first two years that will be included in the final evaluation of each year. Written evaluations and observations of probationary teachers shall not be subject to the grievance/arbitration provisions of this Agreement.
- B. Leave of Absences of a half year or more do not count towards satisfying the probationary period.
- 7.5 Temporary Contracts: All temporary contracts issued pursuant to Article 3.3 of this Agreement will include a notation indicating that the contract is a temporary, non-renewable contract. Individuals who hold a temporary contract shall have the rights and benefits provided by this Agreement except paragraphs 5.5, 7.6 and Article 6. If a teacher receives a continuing or renewable contract in the subsequent school year, the following shall apply:
- A. That teacher will be credited with the years served under the nonrenewable contract(s) for purposes of seniority.
- B. The year served on a one year contract will serve as the first year of the teacher's probation.
- 7.6 Contract Renewal and Issuance:
- A. A teacher will be notified on or before April 15, if he/she is not to be hired for the next school year. If a teacher is not given such notice by April 15, he/she shall receive a contract for the following year. Notice to a teacher shall be in writing along with a statement of reasons.
- B. The Board shall issue a contract of employment annually to those teachers whom it intends to re-employ. Contracts shall be issued on or before May 1 of each year. A teacher shall return a signed copy of the contract within fifteen (15) days of issuance; the failure to do so shall be deemed a refusal of the contract offer and the position shall be declared vacant. The term "issuance" as used in this Section 7.6 B shall mean the date the contract of employment is either placed in the teacher's school mailbox or delivered to the teacher in person. In

the event a teacher is on an approved leave of absence, "issuance" shall mean the date the contract of employment is placed in the U.S. Postal Service mail box; however, a teacher on an approved leave of absence and the District administration shall have the right to mutually agree, in writing, to an alternative means of contract "issuance", by way of example but not limitation, email.

- C. In the event the Board and the Union have not ratified a successor to this Agreement by the date provided herein for the issuance of individual teacher contracts, individual contracts will be issued which reflect the teacher's then existing salary schedule placement. These contracts shall be adjusted after the successor to this Agreement is ratified to reflect the terms of said successor Agreement.

ARTICLE 8 WORK YEAR & WORK DAY

- 8.1 School Calendar. On or before April 1 or at least 15 days prior to Board adoption of the school calendar (whichever is earlier), the President of the Association shall be given the opportunity to review and provide written feedback on the proposed calendar for the subsequent school year. The final school calendar shall be posted by June 1 of the prior school year.
- 8.2 Work Year. The teacher work year shall be defined as July 1 through June 30. Teachers shall be employed 189 days (up to 191 days for new teachers) consisting of the following:
 - A. Student Days: As required by State law, no less than 175 student days - Said days shall be reflected on the school calendar. In the event of early student release day, the remaining work day may be used at the discretion of the District (e.g., planning time, professional development, additional support for students, faculty meeting, committee meetings, team meetings, etc.).
 - B. In-Service Days: As required by State law, no less than five (5) common professional development in-service days - Said days shall be reflected on the school calendar. These days may be scheduled as full or partial days scheduled in blocks of time equating to a teacher standard work day as defined in Article 8.4A.
 - C. Parent-Teacher Conferences: Within the number of defined work days, no less than three (3) shall be parent-teacher conference days at the PK-8 level, and no less than two (2) shall be parent-teacher conference days at the 9-12/Adult level. Said days shall be reflected on the school calendar.
 - i. All teachers shall be expected to be in school on parent-teacher conference days. However, the District may schedule District-wide job-alike meetings or common training for those positions that do not traditionally participate in parent-teacher conferences in lieu of conferences.
 - ii. Parent-teacher conference days may be scheduled as full or partial days scheduled in blocks of time equating to a teacher standard work day as defined in Article 8.4A
 - D. Discretionary Days: Up to six (6) discretionary days at the PK-8 level, and up to seven (7) discretionary days at the 9-12/Adult level. These discretionary days are to be used at District discretion (e.g., additional student, parent-teacher conference and/or in-service days; and/or other school purposes). These days may be scheduled as full days, or as partial days scheduled in blocks of time equating to a teacher standard work day as defined in Article 8.4A. In the event that fewer than 189 days are scheduled on the Board approved calendar, the remaining days will be scheduled by District/school administration.
 - E. At the PK-8 level, the work day before the first student day of each school year shall be reserved for teachers and classroom preparation as deemed necessary by the teacher.
- 8.3 Team Proposed "Floating" In-Service Day. In exchange for one of the in-service days, teacher teams may submit a written proposal to the school principal for a team project/activity that will count as up to one work day. This day can be scheduled as one full-day, or as multiple partial days, which shall take place outside the normal work day. The project being proposed must tie directly to the school's action plan or school/district initiative, and must result in a specific deliverable. The proposal must minimally include the description of the activity/project, the proposed meeting

date(s), names of the team members, and a description of the deliverable. Approval shall be at the sole discretion of the Superintendent. A common form and process will be developed by the Superintendent and used for this purpose.

8.4 Work Day.

A. Teachers are professional employees. Teachers will meet their professional obligations and structure their work day to achieve this end. The assigned teacher work day shall be defined as seven and one half (7.5) hours at the PK-8 level and seven and a quarter (7.25) hours at the 9-12/Tech level. Beginning 7/1/18 the teacher defined work day at the 9-12/Tech level shall be seven and a half (7.5) hours. It is understood that teachers may need to work beyond the assigned work day/work week in order to fulfill their professional obligations as a teacher: The following limits/requirements shall apply to the scheduling of this assigned teacher work day:

1. Student Contact Time: Beginning with the 2018-19 school year, the length of this professional time assigned by the Principal to working directly with students shall not exceed five and a half (5.5) hours on average (or 5.75 hours on any given day), except when additional recess supervision is necessary due to indoor recess. (This does not preclude a teacher from voluntarily spending more time with students.) This student contact time shall be pro-rated for part-time teachers based on their FTE. Student contact time may include, but is not limited to, the following:
 - a. Instructional Time
 - b. Supervisory Duty – At the elementary and middle school level, reasonable efforts shall be made to ensure that supervisory assignments are fairly distributed when practical to do so. This does not preclude the Principal from exempting some positions or teachers from supervisory responsibilities based on the nature of their position, the level of support the teacher needs, or other professional obligations assigned to the teacher.
 - c. Student Consultation Time – This may include, but is not limited to, checking in/connecting with assigned students, establishing relationships, providing guidance to students, connecting students to resources within the building, assisting students with their personal learning plans, and distributing information.
 - d. Providing extra support and/or enrichment opportunities for students
2. Planning Time: Teachers shall be provided time to plan and prepare for instruction during the assigned work day. This planning period shall be scheduled during the student day. During this planning time teachers shall not be assigned any other duties. It is understood that the primary purpose of this planning time is to plan and prepare for classroom instruction (e.g., developing lessons, materials, and other instructional activities as deemed necessary by the teacher). Planning time may also be used for, but is not limited to, grading, case management, paperwork and completing other professional obligations.
 - a. Elementary/Middle Schools: Teachers at the elementary/middle school level shall be assigned no less than 225 minutes of planning time each week or an average of 45 minutes/day if less than a full work week. Additional planning time may be granted at the discretion of the Principal. At least 30 of said minutes shall be scheduled consecutively each work day. Part-time teachers shall be assigned a pro-rated planning time per week based on their FTE.
 - b. High School/Technical Center: Teachers at the high school or technical center shall be assigned no less than 80 minutes of planning time per day 40 minutes of which may be team planning time. In the event block schedule is eliminated at the high school, planning time shall be reduced to 45 minutes per day per teacher. Additional planning time may be granted at the discretion of the Principal.

3. Lunch: Each teacher shall have a duty-free lunch period at least as long as the students' lunch period in the same school, but no less than 25 minutes. The lunch period shall be continuous and scheduled during the time regularly scheduled for school lunches unless otherwise agreed to by the teacher. Part-time teachers shall have a duty free lunch period if their work schedule encompasses the entire period regularly scheduled for school lunches on said work day, and said teacher works over 0.25 FTE.

B. It is expected that teachers will also attend and participate in meetings and events that may take place beyond the work day specified in paragraph 8.4A. These meetings/events may include, but are not limited to:

1. Faculty/team meetings scheduled by the Principal
2. IEP/504/CPT/EST or other student related meetings
3. Team meeting/planning times (as scheduled by the teachers)
4. Voluntary participation in committee meetings
5. Parent conferences distinct from those scheduled or arranged in the school calendar
6. Open houses.

8.5 Instructional Time – High School: At the high school, full-time classroom teachers shall be assigned no more than seven and a half (7.5) hours of instructional time over a two-day period. The following shall also apply with regards to the scheduling of instructional time:

- A. With approval from the Principal, a teacher may choose to teach an additional instructional block (or the equivalent time) in lieu of supervisory duties.
- B. When practical to do so, reasonable effort will be made to schedule no more than three (3) preparations for each teacher each marking period.
- C. Driver's Education may be assigned additional instructional time in lieu of supervisory duties.
- D. Design and Technical Education and Physical Education teachers may be assigned up to four and a half (4.5) hours of instructional time per day if deemed necessary by the Principal based on student registration outcomes. However, no reduction in force shall be implemented until all teachers within the corresponding seniority category are teaching the equivalent no more than seven and a half (7.5) hours of instructional time over a two-day period per marking period. In the event four and a half (4.5) hours of instructional time per day becomes necessary, volunteers will be sought prior to finalizing assignments. Beginning with the 2018-19 school year, said teachers shall only be assigned seven and a half (7.5) hours of instructional time over a two-day period unless the teacher volunteers otherwise.
- E. The Principal, at his/her discretion, may release some classroom teachers from instructional time in order for the teacher to perform additional professional assignments or duties. However, no teacher shall be released from more than three (3) hours of instructional time over a two-day period

8.6 Instruction Time – Technical Center: Teachers at the technical center may be assigned up to four and a half (4.5) hours of instructional time each day.

8.7 Flexible Schedule.

- A. The following Teachers may be assigned a flexible schedule that may include a flexible work day (i.e., hours outside the standard student day), and/or a flexible work calendar (i.e., varies from the approved school calendar):
 1. Teachers hired after 7/1/14;
 2. Teachers whose positions are funded partially or fully using grant funds; or,
 3. Teachers who were so notified upon hire;
 4. Teachers working in positions that traditionally require before or after school instruction (e.g., choral/instrumental music teachers); or
 5. Teachers who volunteer for a flexible schedule
- B. When practicable and appropriate, volunteers will be sought when scheduling flexible work day/calendar before flexible assignments are made. In the event involuntary flexible work day/calendar assignments are deemed

necessary by the principal, the teacher shall be notified of flexible work day/calendar arrangement prior to the issuance of contracts for the corresponding school year. Flexible work days shall not involve split days unless agreed to by the teacher.

- 8.8 Part-time Teachers. Part-time teachers shall be assigned pro-rated student contact time planning time and length of the work day as assigned to full-time teachers in the same or similar role. In the event that a part-time teacher is being required to change their schedule during the year, they will have the opportunity to share their preferences before the new schedule goes into effect. In all circumstances, the Superintendent's decision shall be final.
- A. Beginning with the 2018-19 school year, part-time teacher FTE at the high school and Technical Center shall be calculated as a pro-rated portion of instructional time assigned to full-time teachers.

ARTICLE 9 REDUCTION IN FORCE

- 9.1 The Board shall retain the sole and exclusive right to determine when and to what extent it may be appropriate or necessary to lay off individual teachers because of economic conditions, enrollment, program changes or unforeseen circumstances. The determinations as to whether layoffs will be made and to what extent they will be made shall remain with the Board and such determinations shall not be grievable or arbitrable.
- 9.2 Notifying the Association: The Association shall be notified of any contemplated layoff, stating seniority category and licensure (if different) and staff number, as early as possible before the decision, regarding said layoff, is made by the Board.
- 9.3 Layoff Criteria: In the event it becomes necessary to eliminate a teaching position or positions for any reason, the following criteria, specifically in the order stated, will be used to determine which teacher or teachers will be laid off:
- A. Seniority List and Category – Layoff shall only impact those teachers within the same seniority list and category of the position(s) being eliminated.
- B. Licensure – Licensure shall only be considered to extent that the remaining teachers within the seniority category must be properly endorsed to cover the available teaching assignments covered under the seniority category.
- C. Probationary status or Seniority - All teachers working under a probationary contract (as defined under §7.4 herein) shall be considered for the layoff without regard to the teacher's seniority. The decision to layoff a teacher working under a probationary contract shall be made at the sole discretion of the Superintendent based on the teacher's qualifications and performance as defined in 9.3.D and licensure needs of the District. This decision is not subject to the grievance procedures outlined in Article 6 herein.

In the event that there are no teachers working under probationary contracts within the seniority list and category of the position(s) being eliminated, the least senior teacher within the seniority list and category will be laid off pursuant to Article 9, provided however, the remaining teachers within the seniority list and category are properly licensed, endorsed and qualified to cover the available teaching assignments covered under that seniority list and category. In the event a probationary teacher or the least senior teacher cannot be cut as a result of licensure requirements of the available teaching assignments or scheduling limitations, the reduction shall apply to the next least senior teacher, and so forth, until all available teaching assignments are covered.

- D. Qualifications & Performance - Qualifications and performance shall only be considered to extent that the remaining teachers within the seniority category must be qualified to perform the available teaching assignments or services covered under the seniority category based on the required qualifications for the position as determined by the Superintendent. Qualifications and performance may include, but is not limited to, the teacher's knowledge, licenses/certifications, training, experience, skills and/or demonstrated performance.

9.4 Seniority List, Category and Licensure:

- A. Seniority Lists: Three separate Seniority Lists shall be maintained as outlined in the chart below. Layoffs on one seniority list will not impact teachers on any of the other seniority lists (even when the seniority category is the same).
- B. Seniority Categories: Seniority categories shall be created based on the license and endorsement requirement(s) of the position as determined by the VT Agency of Education using the State Board of Education Manual of Rules and Practices. A separate seniority category shall be developed for each licensing endorsement area with the exception of the following (corresponding endorsement codes are listed in parenthesis):
1. Special Educator (82), Intensive Special Education Teacher (81), and Consulting Teacher (85) shall be combined into one category on the PK-8 and 9-12 Seniority Lists.
 2. All Modern and Classical Languages (06 A-F) shall be combined into one category on the 9-12 Seniority List.
 3. Physical Education (08) and Health Education (31) shall be combined into one category on the PK-8 and 9-12 Seniority Lists.
 4. Elementary Education (00) category shall include grades K-6. Grade 5 and/or 6 Teachers can select either the Middle Grades or Elementary Ed. Seniority category, but cannot change this selection once it is made.
 5. Middle Grades (grades 5-8) Math (19B), Science(19C), Social Studies (19D) and English Language Arts (19A) shall be combined into one category on the PreK-8 Seniority List regardless of the teacher's licensing endorsement. Grade 5 and/or 6 Teachers can select either the Middle Grades or Elementary Ed. Seniority category, but cannot change this selection once it is made.
 6. Early Childhood Education (36) and Early Childhood Special Education (80) shall be combined into one category.
 7. Elementary level Math Specialists and/or Coaches shall have a separate seniority category distinct from the Elementary Education seniority category.
 8. A separate seniority category shall exist for each teaching assignment without a specific endorsement requirement (e.g., Alternative Education, Pre-Tech, 504 Case Manager, EST Coordinator, SAP, Literacy Specialist, Literacy Coach).

Below is a chart summarizing the seniority lists and categories as outlined above:

Seniority List →	PK-8 (unless otherwise specified)	9-12/Tech (unless otherwise specified)	PK-12
Seniority Categories	<ul style="list-style-type: none"> • Art • Elementary Ed. (K-6) • Library Media • Middle Grades (5-8) • Music • Physical Ed./Health • Pre-School/EEE • Special Education • School Counselor 	<ul style="list-style-type: none"> • 504 Case Manager • Ace Instructors • Art • Auto Mechanics • Building Trades • Business Ed. • Computer Animation & Web Design • Computer Systems Technology • COOP • Cosmetology • CTE Counseling • CTE Special Needs • Culinary Arts • Dental Assisting • Design & Creative Media • Design & Tech. Ed. (5-12) • Drivers Ed. • Engineering & Architect. Design 	<ul style="list-style-type: none"> • Educational Technology Specialists • ELL Teachers • School Nurse • School Psychologist • SLP • Literacy Coach • Literacy Specialist/ Interventionist • Math Coach • Math Specialist/ Interventionist

		<ul style="list-style-type: none"> • English • ESS Coordinator • Family & Consumer Science (5-12) • Health Information Management • Childcare & Human Services • Library Media • Math • Music • Natural Resources • Physical Ed./Health • Pre-Tech • SAP Counselor/Prevention Coord. • Science • School Counselor • Social Studies • Student Support/Outreach Coord. • Special Education • Theater Arts • Work Based Learning Coord. • World Language (6-12) 	
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- C. If a reduction in force requires a teacher to be reassigned to another school, neither the sending nor the receiving school shall be obligated to alter the school's master schedule (nor split a class) in order to accommodate the reassignment. This may mean that the least senior person in the seniority category being reduced will not be the person receiving the reduction-in-force. Instead, the least senior person that will enable the reassignment to occur will be the person who is reduced within the seniority category.
- D. A teacher shall be assigned only one seniority list and category in any given school year which is based on the teacher's current year assignment as specified on his/her individual contract for that year. A teacher's seniority shall only be applied to this seniority list and category.
- E. In the event a teacher is assigned to teach in more than one seniority list or category during a school year, s/he shall have his/her seniority applied in the seniority list and category accounting for the majority of his/her assignment for that school year as specified on his/her individual contract.
- F. A teacher whose assignments are of equal percentage in multiple seniority lists and/or categories shall designate the seniority list and category in which his/her seniority shall be applied as reflected on his/her individual employment contract. This designation shall be made upon the initial issuance of said multiple assignments and shall remain in effect unless and until said assignments are changed at which time this 9.3 shall be applied anew.
- G. For those seniority categories with multiple licensing endorsement areas (as specified in Section 9.4B), teachers within this seniority category shall have their seniority apply to each of his/her license endorsement area(s) as reflected on the current year's seniority list, regardless of teaching experience under the endorsement(s). For example a French teacher who holds both a French and Spanish endorsement will have his/her seniority applied to each of these endorsement areas. When considering licensure for this purpose, the following rules shall apply:
 1. Only valid VT educator endorsements (in an appropriate instructional level) that are related to the teacher's designated seniority list and category shall be considered.
 2. The teacher must provide the Superintendent an unexpired copy of the endorsement(s) prior to September 1st of the school year in which the layoff is announced in order for the endorsement to be considered for seniority purposes.

9.5 Seniority: The following conditions shall apply to the calculation of seniority:

- A. Seniority will be computed from the beginning of a teacher's most recent period of continuous employment in the teacher's employing District, and will begin to accrue as of the date the teacher signs his/her contract.

- B. Seniority accrued during this period of continuous employment shall transfer with the employee if s/he changes seniority categories through 6/30/18. Effective 7/1/18, if a teacher is reassigned to a different seniority category and/or list, the teacher shall retain their seniority in the prior seniority category and list, and will start a new seniority accrual under the new seniority list and/or seniority category. This means a teacher can have seniority in two different seniority categories and/or lists. However, no teacher shall maintain seniority in more than two seniority categories and/or lists. If the teacher is reassigned to a third seniority category and/or list, the teacher shall lose the seniority accrued under the first seniority category and/or list. In the case of an involuntary reassignment, the teacher with two existing seniority categories can select which of the prior to two seniority categories to maintain rather than defaulting to the most recent. The teacher must maintain a valid license for both seniority categories in order to maintain seniority in both categories. The teacher has 10 days to decide whether or not to exercise displacement rights. When a teacher displaces another teacher as a result of a reduction in force, the displaced teacher shall not have displacement rights.
- C. The teacher's seniority in any given school year shall reflect the seniority accrued through the previous school year.
- D. Part-time teachers will accrue seniority on a pro rata basis based on their FTE.
- E. Seniority will continue to accrue during all paid leaves of absence, during leaves approved under the Family Medical Leave Act and/or the Vermont Parental and Family Leave Law (whether paid or unpaid), and during a professional study leave provided pursuant to Paragraph 12.7B(3) of this Agreement. Seniority will not be broken by unpaid leaves of absence or employment within the District in a position outside the negotiating unit, but such time will not be counted in computing seniority.
- F. When a teacher is rehired after an absence other than an approved leave, seniority in the district will be bridged after five (5) years of renewed service.
- G. For teachers employed by the *former member districts* as of 6/30/17, the following shall apply:
 - 1. Seniority accrued under the *former member district* shall carry over into the new District.
 - 2. If a teacher was employed in multiple *former member districts* as of 6/30/17, accrued seniority from each *former member district* shall be combined when determining seniority carry over into the new District.
 - 3. A teacher working under a temporary contract as of 6/30/17 in a *former member district* and is subsequently hired into the new District for the 2017-18 school year will have his/her seniority carry over into the new District.
 - 4. Teachers shall be placed in the Seniority Category as defined under Article 9.

9.6 Seniority List Challenge Procedures:

- A. By October 1st of each school year, the administration shall make available seniority lists for teachers. These documents shall list, by seniority within each seniority category, each teacher's name and the beginning date of continuous employment with the district along with indications of all valid Vermont teaching endorsements currently held by the teacher (as provided to the Superintendent prior to September 1st of the current school year), along with the teacher's seniority. A separate seniority list shall be developed for PK-8 and 9-12/Adult.
- B. Teachers shall have the right to challenge the accuracy of this list and may submit additional information and argument to the Superintendent on or before October 15th or in the event October 15th falls on a weekend the subsequent school day. In the event that a teacher is not satisfied with the Superintendent's response, or if the Superintendent has failed to respond to the challenge request by the teacher within ten (10) calendar days, the teacher may file within ten (10) calendar days for an appearance before a challenge committee.
- C. In the event, however, that a teacher fails to meet the filing deadlines for challenges to the seniority list, he/she shall be considered to have waived any challenge rights relative to the list for the remainder of that school year only. This shall not prevent the teacher from challenging the seniority list which may be published in a subsequent year.
- D. The challenge committee shall consist of an Association representative, a Board representative, and a neutral party or arbitrator mutually selected by these two representatives. If the parties are unable to agree upon a

neutral party or arbitrator within ten (10) calendar days, then the parties may request the expedited services provided by the American Arbitration Association.

- E. The appearance before the challenge committee shall be limited to one (1) day. The decision of this challenge committee relative to the accuracy of the seniority list shall be final and binding and not subject to appeal through the grievance procedure. The authority of the challenge committee shall be limited to establishing a teacher's appropriate seniority only. The committee shall have no authority to order any remedy requiring the re-assignment of a teacher or back payment of salary or benefits. The parties agree to share equally the cost of the arbitrator.
- F. A copy of the seniority list shall be posted electronically for teachers to access at any time.

9.7 Recall:

- A. A teacher who has been laid off shall have recall rights for a period of two (2) years effective from July 1 next following his/her notification of layoff. Said recall rights shall be applied within the District's seniority category and list from which the teacher was laid off as provided by Paragraph §9.4 in accordance with the endorsements held within that seniority category at the time of the layoff. A teacher laid off from a *former member district* shall retain recall rights for the two-year period described herein under the District in the corresponding seniority category and list.
- B. In the event that two (2) or more teachers in the same seniority list, category and licensure area are eligible for recall within the same academic year, recall will be based on teacher qualifications and performance as defined in §9.3D herein.
- C. Notice of recall will be given in person or by registered mail to the last address given to the Board by the teacher. It is the responsibility of teachers who are reduced in force to notify the central office within thirty (30) days of any change of address. A copy of the notice of recall will also be given to the Association. If a teacher fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offer and waived recall rights under this Agreement.
- D. In addition to recall rights, a laid off teacher shall be granted an interview for any vacancy within the bargaining unit for which he/she is licensed and qualified. In order to be considered, said teacher shall apply to said vacancy in accordance with the application requirements specified in the job posting. A list of vacant teaching positions in the school system will be made available to all teachers (i.e. posted electronically) who have received staff reduction notices.

ARTICLE 10 EVALUATION

- 10.1 Purpose: The teacher evaluation and feedback system exists primarily for the growth and development of effective teaching practice in order to improve student performance. Both teachers and administrators shall work cooperatively towards this purpose.
- 10.2 Model: The teacher evaluation and feedback model used shall be consistent with the most recently adopted model(s) of the District. On or before October 15 of each school year, the administration shall make available to each teacher a copy of the evaluation criteria and instrument to be used during that school year. Copies of the evaluation criteria and instrument may be posted electronically. In the event that the administration intends to modify the evaluative criteria or instrument, the Association shall be provided an opportunity to consult with the administration. It is understood, however, that the administration retains the sole and exclusive authority to establish such criteria and instrument. In the event the District changes the criteria for evaluation after the start of the school year, the evaluation criteria that were in effect at the beginning of the school year will remain in effect until the new school year begins.
- 10.3 Observation: All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. It is the administration's duty to supervise the work of teachers on a continuing basis and to act upon the results of such supervision.

- 10.4 Internal Review: In the event that a non-probationary teacher is advised that failure to correct deficiencies in instructional performance may result in non-renewal, the teacher may request an evaluation by another District administrator. The evaluation report prepared by said administrator shall become part of the teacher's personnel file. The Board and the Association shall equally share the cost of his/her services (if any). The timing of said evaluation and report shall not impede the non-renewal process.
- 10.5 Opportunity to Review and Respond: Nothing contained within the provisions of this article shall mandate the evaluation of any teacher during any given school year. It is understood, however, that no formal evaluation report concerning a teacher's performance shall be placed in the teacher's personnel file unless the teacher has an opportunity to review the material as specified in Article 11.3. The teacher shall be entitled to attach a written response or rebuttal to the evaluative report.

ARTICLE 11 PERSONNEL FILES

- 11.1 There shall be only one (1) official personnel file for each teacher.
- 11.2 File Review. Teachers will have the right, upon reasonable request and during normal business hours, to review the contents of their personnel file (excluding personal references) while in the presence of an administrator or other designated school district employee, and to receive a copy of any documents contained therein.
- 11.3 Derogatory Materials. No material derogatory to a teacher's conduct, services, character, or personality will be placed in his/her personnel file unless the teacher has an opportunity to review the material. The teacher will acknowledge that he/she has had a chance to review such material by affixing his/her signature to the copy to be filed with the understanding that such signature merely indicates that he/she has read the material to be filed and does not necessarily indicate agreement with the contents thereof. The teacher 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.
- 11.4 Document Removal. Upon request by the teacher, material may be removed from his/her personnel file at the discretion of the Superintendent. The decision of the superintendent shall not be subject to the arbitration provision of this Agreement.
- 11.5 Pre-Employment Materials. Pre-employment material that is maintained in the teacher's personnel file shall not be subject to paragraphs 11.2, 11.3 or 11.4 of this Article. Pre-employment material may include, but is not limited to, screening and interview notes and documentation, letters of recommendations, reference notes, interview questions, rating scales, hiring criteria, and other pre-employment documentation.

ARTICLE 12 LEAVES

- 12.1 In accordance with the provisions of 15 V.S.A. Chapter 23 and 18 V.S.A. Chapter 106, a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "dependent," "next of kin," and other terms that denote a spousal relationship as those terms used in the Leaves and Insurance provisions of this Agreement.
- 12.2 Part-time Teachers. All paid leaves described under this Article shall be available to part-time teachers on a pro-rated basis based on his/her FTE for the year.
- 12.3 Sick Leave:

- A. Use: Teachers shall be granted twenty (20) days of paid leave each school year for absence due to the following reasons:
1. Personal illness or disability, including disabilities connected with or resulting from pregnancy, as set forth herein;
 2. To attend medical appointments for him/herself;
 3. To arrange for social or legal services or to obtain medical care or counseling for the teacher who is the victim of domestic violence, sexual assault, or stalking;
- B. Foreseen Disability: When such disability is foreseen, as in the case of elective surgery and pregnancy, the teacher shall notify the superintendent of the expected commencement date of the sick leave as soon as this date is determinable.
- C. Medical Certification: It shall be the right of the Superintendent to require reasonable periodic medical certification to verify the illness or disability of a teacher and/or his/her family member for which leave is being requested. The use of sick leave may be withheld until such is provided.
- D. Availability: Teachers shall not accrue sick leave for the year until after their first day of reporting to work for the corresponding school year. This means that if a teacher is unable to work at the start of the school year for health reasons, the teacher would not receive their sick leave entitlement for the corresponding school year until they are able to return to work. This provision does not impact the teacher's ability to access carry over sick leave days during this time.
- E. Family Leave: Except as outlined in Article 12.3G, up to ten (10) days/year of the teacher's available paid sick leave days may be used for the following reasons:
1. To care for an immediate family member who is sick or injured. This shall include helping the individual attend medical appointments and appointments related to long-term care. For purposes of this section (12.3E) immediate family member is defined as the teacher's spouse, child, foster child, parent, sibling, grandparent, grandchild, parent-in-law, brother/sister-in-law, son/daughter-in-law or a member of the teacher's household;
 2. To arrange for social or legal services or to obtain medical care or counseling for the teacher's immediate family member who is the victim of domestic violence, sexual assault, or stalking;
 3. To care for an immediate family member, who is unable to care for themselves, in the event the school or business that individual is normally located during the employee's work day is closed for public health or safety reasons.
- F. Unused Sick Leave: Unused sick leave days shall be carried over from year to year. However, no teacher hired on or after 7/1/11 shall be entitled to more than one hundred twenty (120) sick leave days per contract year including carry-over sick leave and current year entitlement. Teachers hired prior to 7/1/11 shall be entitled to no more than one hundred eighty (180) sick leave days per contract year including carry-over sick leave and current year entitlement. Any remaining carry over sick days shall be lost.
- G. FMLA/VPFL Leave: The District shall comply with the requirements of the Federal Family and Medical Leave Act ("FMLA") and/or Vermont Parental and Family Leave Law ("VPFL"). As such, the following shall apply as defined under FMLA and VPFL:
1. Reason for Leave: District shall provide "eligible employees" with up to 12 weeks of unpaid, job-protected leave in any rolling 12-month period for the following reasons:
 - a. for the birth of an employee's child and to care for the newborn (leave must conclude within 12 months of birth);
 - b. for placement of a child with an employee for adoption or foster care (leave must conclude within 12 months of placement);
 - c. to care for the employee's spouse or civil union partner, child, step child, ward who lives with the employee, foster child, parent or parent of the employee's spouse with a "serious health condition" (medical certification required); or
 - d. for an employee's "serious health condition" (medical certification required) which renders the employee unable to work.

2. Protections: During the period of approved FMLA/VPFL, the employee's insurance benefits must be maintained under the same conditions as if s/he continued to work. Upon return from approved FMLA/VPFL, the employee must be reinstated to the same or an equivalent job with the same status, pay, benefits, and terms and conditions of employment, except in the following circumstance: The employee's job terminated or s/he would have been laid off for reasons unrelated to the leave.
 3. Eligible Employees: In order to qualify for both FMLA/VPFL leave the teacher must have been employed by the District for at least 12 months. To qualify for FMLA leave, the teacher must have worked 1250 hours during the 12-month period immediately preceding the commencement of the leave (or a minimum of 0.80 FTE). To qualify for VPFL leave, the teacher must have worked 1560 hours (30 hours/week) during the 12-month period immediately preceding the commencement of the leave (or 1.0 FTE).
 4. Serious Health Condition: A "serious health condition" shall be as defined under District policy which shall be consistent with the definitions under FMLA and VPFL.
 - a. Any absence of more than three consecutive days related to the health of the employee and/or his/her covered family member shall automatically be deemed a covered absence under FMLA/VPFL pending medical certification, and shall be counted against the employee's FMLA/VPFL leave entitlement if eligible.
 5. Medical Certification: Medical certification shall be required as verification of a "serious health condition" within 15 days of submission of the request, whether or not the teacher qualifies for FMLA/VPFL leave. The use of FMLA/VPFL leave and/or appropriate paid leaves may be denied (even if initially approved) if acceptable medical certification is not provided by the due date. This medical certification shall be on a form provided or approved by the Superintendent.
 6. Notice Requirements: For conditions outlined in Article 12.3G1 herein, the teacher must submit a request for FMLA/VPFL leave at least 30 days prior to the leave start date if the leave is foreseeable in advance. If the leave is not foreseeable, the request must be submitted within the same or next business day of when the teacher first becomes aware of the need for leave. Requests for leaves that are covered under FMLA/VPFL must be submitted directly to Human Resources. If the teacher does not provide acceptable and timely notice of the need for FMLA/VPFL with no reasonable excuse, the District may deny the leave or delay the taking of the leave.
 7. Use of Paid Leaves: Use of available appropriate paid leaves as defined under Article 12, and in accordance with federal and/or state law, shall be used concurrent with the use of approved FMLA/VPFL leave. Except in the case of the employee's own serious health condition, the use of paid leaves cannot be used to extend leave provided under FMLA/VPFL.
- H. Leave Accounting: The Board shall provide each teacher with an accounting of their total sick leave credit, which may be provided electronically.
- I. Work-Related Disability: A teacher who is absent due to a work-related disability which is covered by Workers' Compensation Insurance shall, during the period he/she is covered by the sick leave provisions of the Agreement, receive his/her full salary and have deducted from his/her sick leave one-half (1/2) day for each day of absence. Workers' Compensation benefit checks, while the teacher is covered by the sick leave provisions of this Agreement, shall be endorsed to the school district.
- J. Sick Leave Balance Upon Separation: Teachers resigning with a minimum of twenty-five (25) years of service (within the District and/or a *former member district*), who notify the District of their resignation on or before December 1 of the year of resignation shall receive a total cash payment of \$20 for each day of unused sick leave up to a total of 180 days (up to 120 days for teachers hired on or after 7/1/11). This payment shall be made in one lump sum to the teacher on or before July 1 of the year of resignation. Applicable state and federal taxes shall be withheld from this payment.
- K. Pattern of Usage: If a pattern of sick time usage is noted, the employee may be asked by their supervisor to develop a wellness plan to help minimize absences. This plan will not be part of the evaluation process.

12.4 Sick Leave Bank: There will be one sick leave bank for all teachers. Teachers may contribute one or two days of their available sick leave per year to the sick leave bank using a form provided by the District. Donations must be made no later than October 31st of the corresponding contract year. It shall be the Association's responsibility to manage the donation of sick days (e.g., solicit donations, collect the required forms, summarize the donations, and submit the summary report and sign authorizations to the payroll office for processing).

- A. Administration: The sick leave bank shall be jointly administered by the Superintendent or his/her designee and the Association. It shall be the Superintendent's or his/her designee's responsibility to determine employee eligibility for the sick leave bank using the criteria outlined herein. The number of sick days to grant from the bank shall be jointly decided by the Superintendent (or designee) and the designee of the Association within the limitations specified herein. Prior to September 1, the Association will inform the Superintendent who will administer the bank on behalf of the Association. This decision to grant or not grant leave from the sick leave bank and the determination as to the number of leave days to grant from the bank shall not be subject to the grievance procedures outlined in Article 6 of this Agreement.
- B. Limitations/Restrictions: Employees may apply to use leave from this sick leave bank subject to the following conditions and limitations. Additional limitations and restrictions may be jointly developed by the administrators of the sick leave bank:
1. Leave may only be requested for one of the following reasons:
 - a. The employee has a catastrophic illness/injury that renders him/her unable to work; or,
 - b. The employee needs time off to care for an immediate family member with a catastrophic illness/injury who is unable to care for him/herself; or,
 - c. For the birth of the employee's child or placement of a child with the employee for adoption or foster care; and,
 2. The employee must have exhausted all available and appropriate leaves available to him/her under Article 12; and,
 3. The employee provides acceptable medical certification to support the duration of time being requested; and,
 4. The employee does not qualify for workers' compensation disability benefits, long-term disability as provided under this Agreement or any other disability benefits for the period of leave being requested; and,
 5. The employee has an acceptable attendance record (e.g., does not have a history of exhausting all or most available sick and/or personal leave (absent a qualifying condition under ADA or FMLA/VPFL); and,
 6. The duration of leave being requested does not exceed the following:
 - a. For leave related to the employee's catastrophic illness/injury, the paid leave being requested cannot exceed the waiting period for long-term disability as provided under this Agreement (when combined with the employee's own appropriate paid leaves), up to a total of 60 days. The paid leave being requested also cannot exceed 180 days when combined with the employee's own sick leave use (as defined under Article 12.3) for the same illness/injury.
 - b. For leave related to the catastrophic illness/injury of the employee's immediate family member, the leave being requested cannot exceed 45 days total when combined with the teacher's own sick leave use as defined under Article 12.3.
 - c. For leave related to the birth of the teacher's child or placement of a child or adoption of the employee's child, the leave being requested cannot exceed 30 days total when combined with the employee's own sick leave as defined under Article 12.3.
 - d. Teachers may not use more than 90 days from the sick leave bank over a five year period.
 7. The sick leave bank cannot be used for the following:
 - a. Voluntary procedures;

- b. Procedures that are voluntarily scheduled during the school year;
 - c. Procedures that are cosmetic in nature.
- 8. The sick leave bank shall generally be available to employees on a first come-first serve basis. However, requests related to catastrophic illnesses shall be given highest priority when approving sick bank requests.
- 9. The sick leave bank shall be capped at a total of 7500 hours. The Essex Town School District sick leave bank balance for teachers as of 6/30/17 shall automatically be rolled over into the new District's teacher sick leave bank.
- C. Requesting Leave: To request leave from the sick leave bank the employee must submit a written request to the Superintendent detailing the nature of the illness, the number of sick bank days being requested, and include medical certification supporting the need for leave. The Superintendent shall develop a form to use for this purpose.
- 12.5 Bereavement Leave: Teachers shall be allowed such time as is needed, not to exceed five (5) days paid leave of absence per incident, for a death in the immediate family. For purposes of this section, immediate family shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, son/daughter/father/mother/brother/sister-in-law, or a member of the immediate household. At the Superintendent's sole discretion, bereavement leave may be allowed for the death of close friends or other close family members not specified above. The decision of the Superintendent shall not be subject to the grievance procedures as outlined in Article 6 of this agreement.
- 12.6 Personal Leave: A teacher shall be granted up to three (3) leave days each school year for personal reasons. Except in extraordinary circumstances approved by the Superintendent at his/her sole discretion, teachers who take a personal leave day during an in-service day, or the day before or after a vacation or holiday will be docked substitute pay, regardless of whether or not a substitute is needed. A written request to the principal must be made at least three (3) working days in advance of taking said leave, except in cases of emergency. No more than thirty percent (30%) of teachers may be out on such days at any given school. At the Superintendent's sole discretion, up to two additional personal days (in total per year) may be granted for the following reasons:
 - A. Religious Leave: Such day(s) must be requested on or before October 1 of the contract year specifying the dates being requested and the religious purpose.
 - B. Town Meeting Day: If the teacher resides in a town that holds town meeting during the teacher's regular work day, the teacher may request up to one additional personal leave day to attend town meeting in their community. Said day must be requested on or before October 1 of the contract year.
 - C. Extenuating Circumstances: In the event that more than three days of personal leave are required for extenuating or emergency circumstances outside the teacher's control. For consideration, the teacher must disclose the reason for the use of all personal days requested.
 - D. Additional days granted under A-C shall be deducted from the employee's sick leave.
- 12.7 Jury Duty: A teacher required to serve jury duty shall be paid the difference between the jury fee received and the teacher's regular pay for the period of jury duty services. Teachers shall attempt to defer jury duty service to non-school periods.
- 12.8 Leave Tracking: All leave described in Article 12 shall be converted to hours and tracked in hourly increments, rounded to the nearest quarter hour. For purposes of converting leave days to hours only, one day shall be defined as seven and a half (7.5) hours for the PK-8 schools and seven (7) hours for the 9-12/Tech schools. Beginning 7/1/18, one day shall be defined as seven and a half (7.5) hours for leave conversion purposes for all schools.
- 12.9 Professional Study Leave:

- A. Criteria for Submission: At the sole discretion of the Board, a teacher may be granted an unpaid leave of up to one (1) year to pursue an educational program or a professional development activity (including reassignments to a new educator or administrative position within the District) which will benefit the district, provided the following criteria have been met:
- 1) The teacher has taught a minimum of four (4) years in the District and/or *former member district*.
 - 2) The teacher submits a request for said leave on or before March 1 of the school year preceding the leave. The request shall minimally include the nature of the educational program or professional development activity being sought and a description of how the program/activity will benefit the District. The Superintendent reserves the right to extend this deadline at his/her sole discretion for professional leave opportunities that did not avail themselves until after the March 1 deadline.
 - 3) The leave of absence has been recommended for approval by both the school principal and the superintendent.
- B. Conditions of Approval: If the request for a professional study leave is approved, the following conditions shall apply:
- 1) The teacher leave shall be entitled to professional development funds pursuant to Paragraph 15.1 of this Agreement to the extent said funds have been earned prior to the commencement of said leave.
 - 2) During the approved leave, the teacher shall have the option to continue his/her medical and/or dental coverage under the insurance plans as provided by this Agreement at the teacher's own expense under COBRA.
 - 3) If the teacher provides evidence of successfully completing a minimum of twenty-four (24) graduate hours of credit directly related to the teacher's assignment during the approved professional study leave, the teacher shall:
 - i. Receive a regular salary schedule experience increment for the year he/she was on leave.
 - ii. Continue to accrue seniority during the leave
 - 4) If the condition outlined in paragraph 12.7B(3) is not met, the following conditions apply:
 - i. Pursuant to paragraph 9.4E, seniority will not be broken by unpaid leave approved under this section, but such time will not be counted in computing seniority.
 - ii. The teacher shall receive a regular salary schedule experience increment for the one year he/she was on leave so long as the period of such leave of absence does not exceed ninety-four (94) work days of that contract year. If the leave of absence exceeds ninety-four (94) work days of the contract year, the teacher shall receive no salary schedule experience increment for said year.
- C. Notice of Return: Teachers on an approved professional study leave for the full school year shall notify the Superintendent, in writing, of his/her intent to return from said leave for the ensuing school year on or before February 1 of the year of the professional study leave. Failure to give such notice shall constitute a presumption that said teacher has resigned.

12.10 Family/Medical and Parental Leave:

- A. Qualifying Reasons for Leave: At the sole discretion of the Board, a teacher may be granted an unpaid leave of up to one (1) year for one of the following reasons. This leave is intended to be in addition to any leave provided under the Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Law (VPFL), if applicable:
1. Parenting Leave - Leave must be requested within one year of the child's birth or placement for adoption.
 2. Family/Medical Leave - Leave needed due to a teacher's own medical condition and/or to care for a close family member with a "serious health condition" as defined under the FMLA and VPFL. Request for medical leave that do not meet this criterion may be considered with both Principal and Superintendent recommendation for approval.

- B. Criteria for Submission: The date of a teacher's return from leave covered under this section shall coincide with the beginning of a marking period, semester, or school year, and the date of return will be specified by the teacher before the leave commences. Teachers will submit leave requests on or before March 1 of the school year preceding the leave whenever possible, but no later than 120 calendar days prior to the leave commencement date if the reason for leave is not determinable until after March 1 of the school year preceding the leave. In extenuating circumstances, this notice requirement may be waived at the sole discretion of the Superintendent.
- C. Conditions of Approval: If the request for unpaid leave is approved, the following conditions shall apply:
 - 1. During the approved leave, the teacher shall have the option to continue his/her medical and/or dental coverage under the insurance plans as provided by this Agreement at the teacher's own expense under COBRA.
 - 2. A teacher on leave of absence shall receive a regular salary schedule experience increment for the one year he/she was on leave so long as the period of such leave of absence does not exceed ninety-four (94) work days of that contract year. If the leave of absence exceeds ninety-four (94) work days of the contract year, the teacher shall receive no salary schedule experience increment for said year.
 - 3. Pursuant to paragraph 9.4E, seniority will not be broken by unpaid leave approved under this section, but such time will not be counted in computing seniority.
- D. Notice of Return: Teachers on an approved unpaid leave for the full school year shall notify the Superintendent, in writing, of his/her intent to return from said leave for the ensuing school year on or before February 1 of the year of the leave under 12.8. Failure to give such notice shall constitute a presumption that said teacher has resigned.

12.11 Other Leaves of Absence:

- A. Elected Official: Should a teacher serve as president of the Vermont-NEA or serve as an elected official to the Vermont legislature, the teacher shall be granted an unpaid leave of absence for the period of time he/she holds office for a period not to exceed two (2) consecutive years unless otherwise required by law. Notice requirements shall be pursuant to state and/or federal law. The requirements outlined in paragraphs 12.9C and 12.9D shall apply to leaves approved under this provision.
- B. Military Service: The Board shall comply with the requirements of federal and state law, including the Uniformed Services Employment and Reemployment Rights Act, for teachers eligible for military leave. The Board shall comply with the provisions of federal and state law regarding leaves of absence. Involuntary call to military service while teaching in this system will not cause loss of advancement on the steps of the salary schedule provided the teacher returns to the system within one (1) year of release from active duty.
- C. Short-term Leaves: Short-term leaves of absence without pay for up to ten (10) work days may be granted for other extenuating circumstances not otherwise covered under Article 12. Approval of said leave shall be at the sole discretion of the Superintendent. Teachers will submit a leave request at least sixty (60) days prior to the leave commencement date unless there are extenuating circumstances.
- D. Board Discretionary Leaves of Absence:
 - 1. At the sole discretion of the Board, a teacher may be granted an unpaid leave of up to one (1) year for other reasons that may mutually benefit the Board and the teacher, provided the following criteria have been met:
 - a. The teacher has taught a minimum of four (4) years in the District.
 - b. The teacher submits a request for said leave on or before March 1 of the school year preceding the leave. The request shall minimally include the reason for the leave. The Superintendent reserves the right to extend this deadline at his/her sole discretion in emergency situations or in other exceptional circumstances in which the need for leave was unknown on or before the March 1 deadline. This decision shall not be subject to the grievance procedures outlined in this Agreement.
 - c. The leave of absence has been recommended for approval by both the school principal and the superintendent.

2. The decision of the Board shall not be subject to the grievance procedures outlined in Article 6.
3. During the approved leave, the teacher shall have the option to continue his/her medical and/or dental coverage under the insurance plans as provided by this Agreement at the teacher's own expense under COBRA.
4. Notice of Return: Teachers on an approved leave for the full school year shall notify the Superintendent, in writing, of his/her intent to return from said leave for the ensuing school year on or before March 1 of the year of the leave. Failure to give such notice shall constitute a presumption that said teacher has resigned. The following conditions shall apply relative to the return from leave:
 - a. Pursuant to paragraph 9.4E, seniority will not be broken by unpaid leave approved under this section, but such time will not be counted in computing seniority.
 - b. The teacher shall receive a regular salary schedule experience increment for the one year he/she was on leave so long as the period of such leave of absence does not exceed ninety-four (94) work days of that contract year. If the leave of absence exceeds ninety-four (94) work days of the contract year, the teacher shall receive no salary schedule experience increment for said year.

12.12 Inappropriate Use. In the event a leave of absence granted to a teacher by the Board under Articles 12.8, 12.9 or 12.10 is not used for the approved purpose, or if any paid leave provided under Article 12 is not used for the approved reasons outlined herein, said teacher may be subject to appropriate discipline.

12.13 Pay Deductions for Absence: Absences beyond allowable paid leaves described herein will result in deduction in pay at the rate of 1/189 of the annual contracted amount for each day's absence. Said absences shall require prior approval from the Principal and Superintendent.

ARTICLE 13 SALARY & OTHER COMPENSATION

13.1 Payment. Teachers will be paid in twenty-two (22) or twenty-six (26) substantially equal bi-weekly installments. The first paycheck each year shall be made on the first regular pay date on or following the first teacher work day of the school year. A teacher will receive his/her remaining paychecks for the months of July and August on the last official payday in June. A teacher shall elect either twenty-two (22) or twenty-six (26) pay periods at the time of initial employment. If the teacher does not make an election prior to the processing of the first paycheck for the teacher, the default shall be twenty-six (26) pays. Thereafter, a teacher may change his/her payment option by notifying the school district in writing on or before August 1 preceding the school year in which the change will take effect.

13.2 Direct Deposit. Payments will be made by electronic funds transfer to the bank or credit union of the employee's choice, provided that the bank or credit union accepts electronic funds transfer.

13.3 Salary. The salaries of all certified professional employees covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.

A. Part-time Teachers: Part-time teachers shall have said salary pro-rated based on his/her FTE for the corresponding school year.

B. Partial Year of Employment: Teachers who are contracted after the beginning of the school year (or who leave prior to the end of the school year) shall receive a salary pro-rated according to the portion of the work year employed.

C. Salary Schedule Columns: Teachers shall be placed in one of the following six columns of the salary schedule corresponding with their most recent educational attainment:

1. PreB: A teacher cannot move from this column until they receive a bachelor's degree, or for technical center teachers, complete the requirements for and obtain a level I educator license.

2. B: A teacher cannot move from this column until they receive 15 credits following receipt of their bachelor's degree (as outlined in Article 13.5).
 - a. Teachers who have yet to receive a bachelor's degree shall be placed in this column but are not eligible for column movement until they receive a bachelor's degree and 15 credits following receipt of their bachelor's degree (as outlined in Article 13.5).
 3. B+15: A teacher cannot move from this column until they receive 30 credits following receipt of their bachelor's degree (as outlined in Article 13.5).
 4. B+30/M: Teachers placed in this column shall not qualify for column movement until an approved master's degree is obtained and 15 credits are received after the receipt of said master's degree.
 5. M+15: A teacher cannot move from this column until they receive 30 credits following receipt of their master's degree (as outlined in Article 13.5).
 6. M+30: Teachers will not qualify for placement in this column until they receive 30 credits following receipt of an approved master's degree (as outlined in Article 13.5) or they obtain an approved doctorate's degree, whichever comes first.
- D. Salary Schedule Placement: For the 2017-18 school year, teachers of the *former member districts* as of 6/30/17 will be placed on the salary schedule as follows:
1. Teachers employed by the Essex Town School District as of 6/30/17: *[This includes Side Letter of Agreement]*
 - a. Column Placement: Teachers shall be placed on the column corresponding with their most recent educational attainment (as outlined in Article 13.3C) with the exception of the following:
 - i. Those teachers at B+45 for the 2016-17 school year shall be placed in the M+15 column. These teachers shall be eligible for column movement to M+30 once they accrue 60 approved credits after the attainment of their bachelor's degree (pursuant to Article 13.5), whether or not the teacher holds a Master's Degree.
 - ii. Those teachers at B+60 for the 2016-17 school year shall be placed in the M+30 column.
 - b. Step Placement: To determine step placement, the District will take the teacher's 2016-17 annual salary and increase it by one percent (1%) to account for the 403(b) contribution received during the 2016-17 contract year. This amount will be increased by another \$1,000 (pro-rated for part-time teachers). The teacher will be placed on the step in the corresponding column that is closest to this amount without going under.
 2. Teachers employed by the Essex Junction School District Incorporated, the Essex Union #46 High School District or the Westford School District as of 6/30/17:
 - a. Column Placement: Teachers shall be placed on the column corresponding with their most recent educational attainment (as outlined in Article 13.3C) with the exception of the following:
 - i. Those teachers without a bachelor's degree who were placed in the BA column for the 2016-17 school year shall be placed in the BA column and shall be eligible for movement to the B+15 column once they have accrued 15 credits beyond the date in which they were placed in the BA column, and shall be eligible for movement to the B+30 column once they have accrued 30 credits beyond the date in which they were placed in the BA column, regardless of whether or not they hold a bachelor's degree at that time. Said teachers shall not qualify for further column movement until the teacher obtains an approved master's degree plus 15 additional credits earned after the receipt of their Master's Degree.
 - ii. Those teachers without a bachelor's degree who were placed in the BA+15 column for the 2016-17 school year shall be placed in the B+15 column and shall be eligible for movement to the B+30 column once they have accrued 30 credits beyond the date in which they were placed in the BA

column, regardless of whether or not they hold a bachelor's degree at that time. Said teachers shall not qualify for further column movement until the teacher obtains an approved master's degree plus 15 additional credits earned after the receipt of their Master's Degree.

iii. Those teachers without a bachelor's degree who are currently in the BA+30 column shall be placed in the B+30/M column and will not qualify for further column movement until the teacher obtains an approved master's degree plus 15 additional credits earned after the receipt of their Master's degree.

b. Step Placement: To determine step placement, the District will take the teacher's 2016-17 annual salary with a former member district and increase it by \$1,000 (pro-rated for part-time teachers). The teacher will be placed on the step that is closest to this amount without going under. Teachers hired beginning with the 2017-18 school year will be placed in accordance with Article 13.4.

13.4 Placement of New Hires: New teachers will be assigned a column placement commensurate with their most recent educational attainment. Only college or university credits in which a grade of B or better was attained (as verified by a transcript) shall be considered towards column placement. Credits for experience towards step placement will be at the discretion of the Superintendent. This decision is not subject to the grievance procedures outlined in Article 6.

13.5 Salary Schedule Advancement:

A. Column Movement:

1. Prior Approval: Consistent with Article 15.1B, all courses must be approved in advance by the Superintendent to qualify for credit toward horizontal salary schedule movement.
2. Minimum Grade: Teachers must obtain a grade of "B" or better on a course in order to have the credits considered for salary schedule placement purposes.
3. Notification Requirement: Official verification of successful course completion (defined under Article 13.5Ab) verifying eligibility for salary schedule movement must be provided to the Superintendent on or before September 1 of the corresponding contract year in order to qualify for column movement for said year.
4. With the exception of Articles 13.3C1a, 13.3D1a and 13.3D2a, academic credits for horizontal movement on the salary schedule must be earned subsequent to the earning of a degree and be related to the teaching assignment or an advanced degree containing a major concentration in the teaching area (e.g., credits earned prior to the receipt of a master's degree shall not be considered towards the placement in the MA+15 or MA+30 column).
5. With the exception of Article 13.3D1a, no credit will be allowed beyond thirty (30) credits without having a Master's degree.
6. Step Movement: A teacher must be actively employed by the District for a minimum of ninety (90) days to qualify for a step increment (if applicable) unless otherwise provided in this Agreement.
7. Pre-Bachelor's: For those career and technical education teachers who do not hold a Bachelor's degree, successful completion of the mentorship program for licensure and receipt of a valid VT Educator level I license in the endorsement area required for the teacher's assignment shall be deemed equal to bachelor's degree for salary schedule placement purposes. Movement beyond BA+30 specifically requires that the teacher obtain a Master's Degree.
8. Only credit bearing courses (as verified by transcripts) at an approved institute of higher learning will be considered for column placement on the salary schedule with the exception of the following:
 - a. For teachers who work under a Career and Technical Education endorsement (11-17) who teach programs that require industry certifications, professional development activities (hereinafter referred to as "courses") that are required to obtain/maintain these certifications may be considered towards salary schedule column placement in the following circumstances:

- i. The course is taken on or after 7/1/17; and,
- ii. The course results in the completion of an exam or other assessment in which the teacher receives a score of 80% or higher (or certificate of completion if no numeric grade) to show evidence of learning; and,

In these circumstances, for each full-day (defined as a minimum of seven hours) of the course that is directly associated with the final exam/assessment, the teacher can request a quarter (0.25) credit towards their next column movement (if applicable). Courses that are less than seven (7) hours but at least four (4) hours shall be considered at one-eighth (0.125) a credit. Courses of less than four (4) hours will not be considered. The total number of salary schedule credits that can be awarded under this provision is capped at 30 over the teacher's entire employment with the District.

13.6 Supplemental Contracts:

- A. The District may, at the Superintendent's sole discretion, provide for supplemental teaching for instructional work beyond the regular school year. The compensation for such work shall be at an hourly rate calculated by dividing the teacher's per diem rate by eight (8).
 - 1. Summer school teachers shall only be paid for the assigned instructional time plus any scheduled prep time included as part of the summer school schedule as defined by the Superintendent or designee.
- B. Teachers assigned to teach additional instructional time (beyond that of a full-time teacher as defined under Article 8) without being released from other professional duties shall be paid an hourly rate calculated by dividing the teacher's per diem rate by eight (8). This assignment must be approved by both the Principal and the Superintendent or designee.
- C. The hourly rate for non-teaching supplemental contracts are as follows:
 - 1. Curriculum Development: \$40.00 per hour
 - 2. Moving Classrooms as directed by the Principal: \$30.00 per hour not to exceed 8 hours
 - 3. CTE teachers assigned to work on program recertification outside the normal work day: \$40/hour
- D. The specific work to be performed under such supplemental contracts will be specified by the Superintendent or designee. However, teachers may submit to the administration, as part of the normal budget process, proposals for such supplemental contracts for summer work by December 1 of the preceding year. Such teacher-initiated proposals must be supported by the building Principal and/or corresponding Program Director in order to be considered.
- E. Part-time teachers who substitute for other teachers during their non-work hours shall be paid the normal substitute rate set by the District for this time.
- F. Work under a supplemental contract shall be voluntary.
- G. Decisions as to whether or not to offer such supplemental contracts including their length and assignments thereunder, are exclusively up to the Superintendent or designee and are non-grievable. Supplemental contracts are not subject to automatic renewal, but may be renewed at the sole discretion of the Superintendent or designee.
- H. With the exception of summer school positions, supplemental contracts are not subject to the posting requirements as specified under Article 5.6.

13.7 National Board Certification. Teachers employed by the Essex Junction School District, Essex Union High School District, or the Westford School District on May 18, 2011 and who attained the National Board Certification prior to said date shall be paid an annual stipend of \$2,000 for so long as they maintain their certification. Such stipends shall be taxable and be included in the percentage of total new salary money for settlement purposes.

- 13.8 Retirement Benefit. Teachers resigning with a minimum of twenty-five (25) years of service (within the District and/or a *former member district*), who notify the District of their resignation on or before December 1 of the year of resignation shall receive a total cash payment of \$3,000. This payment shall be made in one lump sum to the teacher on or before July 1 of the year of resignation. Applicable state and federal taxes shall be withheld from this payment.

ARTICLE 14 INSURANCE

- 14.1 Insurances: The Board agrees to provide insurance coverage for each eligible employee (as defined herein) 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 of 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 terms. The Board is not responsible for any revisions or amendments to the insurance plans outlined herein that are made by the carrier.
- 14.2 Carriers: The Association shall be given information concerning any planned changes in insurance carriers for coverage provided within this agreement, and shall be consulted on the selection of a new carrier. However, the District shall retain the right to decide which insurance carriers to have and to change such carriers at its discretion in keeping with the provisions of this agreement.
- 14.3 Duplication of Coverage: In the event that both spouses are employed by the District, the Board will be obligated to provide only one insurance policy for the couple as a unit (e.g., two-person or family plan) under the District's medical and dental insurance plans.
- 14.4 Dependent Coverage: The Board will offer health insurance to each teacher and his or her spouse and eligible dependents.
- 14.5 Benefit Year: For purposes of insurance benefits, the benefit year for the provision of all insurances will be July 1 through June 30 unless otherwise specified herein. This means teachers shall be offered insurance coverage from July 1 through June 30 provided they are hired on or before July 1 of the corresponding year, and continue working through the end of the school year. However, open enrollment shall be consistent with the Cafeteria Plan established by the District.
- 14.6 Part-time Teachers: Eligibility for insurance coverage provided under Article 14 for part-time teachers shall be subject to carrier rules or regulations unless otherwise specified herein. If eligible and participating, the District will contribute a pro-rated portion of the premiums paid for full-time teachers based on the part-time teacher's FTE. A teacher who works 0.80 FTE or greater shall be considered full-time for purposes of Article 14 only.
- 14.7 Medical Insurance:
- A. Eligibility: All teachers working 0.50 FTE or greater, their spouses/civil union partner and their eligible dependents may elect to participate in the District's group medical insurance plan. Coverage level shall be at the teacher's discretion.
 - B. Effective 7/1/17 through 12/31/17, the District shall offer the following plans to participating employees:
 - 1. VEHI Dual Option Plan: Participating teachers shall who were employed by a former member district as of 6/30/17 shall contribute the same percentage of the premium in effect for them as of 6/30/17 as outlined below:

- a. Full-time teachers employed by the Essex Junction School district, Essex Union #46 School District and/or Westford School district as of 6/30/17 shall pay sixteen (16%) of the premium regardless of the level selected.
 - b. Full-time teacher employed by the Essex Town School District as of 6/30/17 shall pay fifteen (15%) of the premium regardless of the level selected.
 - c. Full-time teachers hired on or after 7/1/17 shall contribute sixteen percent (16%) of the premium cost of the VEHI Dual Option Plan regardless of the coverage level selected.
2. VEHI Comprehensive Plus 1200 Plan (Managed Parity). Participating teachers shall contribute thirteen percent (13%) of the premium cost of the Comprehensive Plus 1200 Plan. The Board shall also reimburse teachers for deductible costs and 20% co-insurance for this plan up to \$1,500 for single coverage, \$3,000 for two person and family coverage.
 3. VEHI J Plan – Managed Parity. This plan is only available to teachers who were enrolled in this plan as June 30, 2017. The District's contribution towards premium costs of the J Plan shall be limited to an amount equal to the District's premium costs for the VEHI Dual Option Plan noted above.
- C. Effective December 31, 2017, the above Article 14.7 B shall sunset and is replaced by the following provisions which are effective January 1, 2018:
1. The District shall offer the following VEHI Health Plans to participating employees:
 - a. VEHI Platinum
 - b. VEHI Gold
 - c. VEHI Gold – CDHP
 - d. VEHI Silver – CDHP
 2. District Contribution: The District will contribute 81% (Effective July 1, 2018, the District shall contribute 80%) of the premium cost for the VEHI Gold – CDHP Plan for single, 2 Person (2 Adult) Parent/Child(ren) or family coverage. The employee shall pay the remaining premium through automatic payroll deduction. The Board contribution to the premium for the VEHI Platinum, VEHI Gold or Silver – CDHP plans shall be limited to a dollar amount equal to the dollar amount of the Board contribution for the VEHI Gold – CDHP Plan; the teacher shall pay any difference in the premium cost.
 3. If a teacher selects the VEHI Gold CDHP health plan, the District shall offer the teacher the opportunity to participate in a Health Reimbursement Account as outlined below.
 - a. Health Reimbursement Arrangement (HRA): If a teacher selects the Gold CDHP Plan for health coverage, the teacher may elect to participate in a Health Reimbursement Arrangement (“HRA”). The District shall offer an integrated HRA, including both Rx (prescription) and medical expenses to teachers enrolled in the Gold CDHP Plan. The HRA shall cover all medical deductibles, co-insurance, copays, and Rx costs (“medical expenses”) provided however, the teacher shall pay the first dollar amount of medical expenses as defined herein up to the following amounts: single -\$ 400; two person - \$800; parent/child(ren) - \$800; family - \$800 of the medical maximum out of pocket costs for the respective levels of coverage. The District shall select an HRA administrator and shall pay the monthly administrative costs. The HRA shall not include a rollover from one year to the next year, but shall provide for a 90 day run out for expenses from one year to the next year. Benefits under the HRA shall be prorated during the plan year based on the teacher's date of hire. The Board shall have the authority to determine all other administrative determinations regarding the HRA.
 4. Default Plan: Teachers who do not complete a new medical insurance enrollment form by 10/30/17 shall automatically be enrolled in the VEHI Gold– CDHP plan (at the same coverage level (single, two person or family) they held as of 10/30/17) until the next open enrollment period, at which time the teacher may elect to change plans/coverage.

- D. Section 125 Plan. All teacher contributions to health insurance premiums will be made through automatic payroll deductions. The District will sponsor an IRS Section 125 Plan for the sole purpose of managing the payroll deduction portion of health insurance for which teachers are responsible for paying.
- E. Cash-in-Lieu of Insurance. Eligible full-time teachers, electing not to participate in the health insurance benefit, upon demonstration of having alternative group-sponsored health insurance coverage (or other qualifying health coverage as defined in the Section 125 Plan) for themselves and their eligible dependents, may elect to receive \$2,400 in lieu of insurance (accrued at a rate of \$200/month of eligible coverage). Payment for accrued cash-in-lieu of insurance benefits shall be paid in two installments – one in December and one in June. Eligible part-time teachers electing not to participate in the health insurance may receive a pro-rated sum equivalent to their FTE. The sum in lieu of insurance will be an annual option for eligible teachers, who must make such an annual election by a deadline date set forth by the Superintendent on a form available from the Superintendent. A teacher so electing payment in lieu of insurance who then seeks to reverse his/her decision during the health plan benefit year may do so subject to the regulations of the carrier. New employees who are also eligible for insurance will also be offered this option (on a pro-rated basis if working a partial election year). This cash in lieu of insurance option is not available to teachers who are enrolled as a dependent or spouse of another employee within the District. All other terms and conditions shall be as defined in the District's Section 125 plan document.
- F. Excise Tax: In the event the one or more of the health insurance plans offered by the District becomes subject to the excise tax under the Affordable Care Act (ACA) when combined with the contributions to the HSA plan, the teacher shall be responsible for paying the amount of the excise tax which is 40% of the premium/contribution that exceeds the total cost threshold as defined under the ACA. This payment shall not be considered a contribution towards health insurance premiums, therefore is not covered under the IRS Section 125 Plan as outlined in paragraph D above.
- G. Re-opener: In the event that, during the life of this agreement, the District is no longer able to obtain insurance through VEHI and/or the District is required to obtain employee health insurance through the Vermont Health Connect Insurance Exchange, or there is a significant change in benefits due to health reform mandates at the state (Vermont) or federal level, the parties agree to reopen Article 14.7 of this agreement and negotiate a new employee health insurance program. In the event such health insurance negotiations between the Board and the Association have not been concluded ninety (90) days prior to the termination date of existing coverage, the District is authorized to select and implement insurance coverage under an interim plan (including health insurance programs available through the Vermont Health Connect Insurance Exchange if available and/or required) until such time as the Board and the Association conclude negotiations. Such interim insurance plan shall be reasonably comparable in cost and coverage (if available) to the VEHI Gold CDHP Plan as outlined in Article 14.7 and maintain the identical District premium contribution as specified in 14.7C herein. The Board shall not be obligated to supplement coverage and/or levels of services in order to match coverage/levels of service under the current insurance plans.

14.8 Life Insurance: The Board agrees to provide and pay the full cost of a group term life insurance policy for each full-time teacher in the amount of thirty thousand dollars (\$30,000). Only full-time teachers (0.80 FTE or greater) are eligible for group life insurance coverage.

14.9 Dental Insurance: The Board has established a self-funded common dental plan (the "Plan") for teachers and their dependents. The district shall contract with a third-party administrator to manage the Plan. The Board shall pay 100% of the cost of dental coverage for each full-time teacher enrolled in the Plan. The costs of the Plan shall be defined as claims and third-party administration costs. The following plan shall be in effect:

Coverage A	Preventative	100%
Coverage B	Basic	80%
Coverage C	Major	60%
Coverage D	Orthodontia	60%

Deductible amount: \$25.00 (\$75 family) per calendar year.

Plan limits: \$1,000 per person annual limit on Coverage A, B, C (combined). \$1,000 per person lifetime limit on Coverage D.

Eligibility: All teachers working 0.50 FTE or greater, their spouses/civil union partner and their eligible dependents may elect to participate in the District's group dental insurance plan. Coverage level shall be at the teacher's discretion.

The Superintendent, with the assistance of the third party administrator, shall establish a rate structure for the Plan based upon the cost of the Plan as defined above. Any necessary teacher contributions to the cost of the Plan shall be paid via automatic payroll deduction.

14.10 Long-Term Disability: The District shall provide each full-time teacher (0.80 FTE or greater) a long-term disability policy on their group plan. Coverage for approved claims will begin once all available and appropriate paid leaves are exhausted (including, but not limited to sick days and personal days, but no sooner than 180 consecutive days from the onset of the disability or incapacitation. The maximum benefit amount is sixty-six and two-thirds (66 2/3%) of monthly salary, not to exceed \$6,000.

- A. A teacher eligible to start collecting Long Term Disability insurance shall not be permitted to receive additional sick leave from the sick leave bank during the period of disability.
- B. An employee shall not be eligible to receive additional paid leave provided under Article 14 if the term of disability crosses fiscal (school) years until such time that the employee permanently returns to work.
- C. If it is known that the disabled teacher will be unable to return to work and is at retirement-eligible age, the teacher shall apply to Vermont State Teachers Retirement System at earliest time of eligibility. After retiring, the teacher may be able to receive a recalculated disability benefit, as determined by the insurance carrier.
- D. A teacher shall be required to apply for long-term disability benefits within 30 days of being diagnosed of a possible qualifying condition.
- E. A teacher shall be required to go on long term disability if deemed eligible by the carrier. The teacher's employment shall continue for the first six months the teacher is out on long term disability. During this period of time the teacher shall be considered to be on an unpaid leave of absence pursuant to the provisions of Article 12.10. If the teacher continues on long term disability for longer than this period, the teacher's employment shall end (unless otherwise protected under federal or state law), and the teacher will be responsible for paying his/her own COBRA medical expenses if coverage is continued.

14.11 Flexible Spending Account: All teachers shall be eligible to participate in a flexible spending account (FSA) benefit program for unreimbursed healthcare and child care expenses offered by the District through IRS Section 125 Regulation "Cafeteria Plan", as allowed by law. The District shall select the Plan Administrator and pay the administrative fees for said plan. All other terms and conditions shall be determined by the District.

ARTICLE 15 PROFESSIONAL DEVELOPMENT

15.1 Professional Development Funds: Teachers shall engage in professional growth and development opportunities directly connected to improving student learning and achievement. To support teacher growth and development, the Board will pay for courses, workshops, seminars, conferences, or other training (hereinafter "Course(s)") that are directed related to the teachers' assignment in the District under the following conditions:

- A. Funds Available: Payment or reimbursement under this article is limited to the value of six credits at the current contract year's fall University of Vermont in-state rate (pro-rated for part-time teachers). The value of up to three

(3) additional credits may be granted at the sole discretion of the Superintendent for those teachers working under a temporary license (e.g., Apprenticeship, Provisional) who are working towards licensure as required by their teaching assignment with the District or for other exceptional reasons. The decision of the Superintendent shall not be subject to the grievance procedures outlined in Article 6. Teachers who do not use their full tuition reimbursement allotment during a contract year may carry over up to three (3) such credit hours into the next contract year. No unused credits from years other than the prior year may be used.

1. Leave of Absence: Teachers on an approved leave of absence shall be eligible to carry forward up to three (3) unused credits from the previous year of active teaching and use these funds upon their return to active teaching.
- B. Part-time Teachers: The current contract year allotment and carry-over limits shall be pro-rated for part-time teachers (those teachers working less than 1.0 FTE) based in his/her FTE for the corresponding school year.
- C. Pre-Approval: Reimbursement must be requested by the teacher and approved by both the school principal and the Superintendent in advance of enrollment. Approval for Courses that take place during the teacher's normal work day shall be at the sole discretion of the Superintendent with recommendation from the school principal.
- D. Covered Activities: The Course shall be part of a program of professional improvement and growth approved by the Superintendent and directly connected to improving student learning within our district's schools. Teachers shall indicate how the requested Course is directly connected to improving student learning within the scope of their responsibilities in the District. This may be demonstrated in one or more of the following ways:
 1. The Course is specifically and directly tied to a school action plan goal or other school/district initiative as approved by the board;
 2. The Course is directly tied to and referenced in the employee's formal Plan for Improvement, approved SMART goals for the school year, or other individual professional goals as approved by the Principal that are designed to improve professional practice related to their assignment in the District;

The Superintendent shall exercise sole discretion as to whether a particular Course is sufficiently connected to improving student learning within the school district.

- E. Proof of Completion: Reimbursement shall be provided only after the teacher has provided the Superintendent with proof that he/she has earned a grade of "C" or better, or "pass" in a "pass/fail" option. For conferences, workshops and seminars, the teacher shall provide proof of satisfactory completion of the Course (e.g., proof of attendance). Grade reports/proof of completion shall be filed with the Superintendent within three months of the completion of the Course. Teacher's who fail to meet the proof of completion requirements outlined herein shall be required to reimburse the District for any payment made in connection with the Course, or shall be required to pay for the costs associated with the Course themselves if no District payment has been made. If reimbursement is required, payment must be made in full (not through payroll deduction) within thirty (30) days of being notified of the reimbursement amount due unless an alternative payment arrangement is approved by the Superintendent. At his/her sole discretion, the Superintendent may waive the reimbursement requirement in extenuating circumstances.
- F. Covered Expenses: Reimbursement under this article is limited to registration and course fees only, plus up to \$500 towards lodging for attendance at national conferences. The Superintendent, at his/her sole discretion, shall have the right to limit the per night reimbursement amount taking into consideration the location of the conference and/or the double occupancy rate (if availability and appropriate). Other expenses (e.g., flights, mileage, rental cars, meals, technology devices) shall not be covered under this article. Reimbursement for lodging shall be made after attendance at the conference and shall require an itemized receipt as proof of payment. In the event the cost of a technology device is included in the registration fee and cannot be declined for a lower registration fee, said device shall become the property of the District once the course is complete.
- G. Pre-Payment Option: A teacher may request prepayment for Courses which have been approved by the District. Monies advanced to the teacher shall be considered advanced under a loan agreement. If a teacher fails to attend a conference, workshop or seminar that has been paid in advance, or fails to satisfactorily complete a course that has been paid in advance, the teacher must reimburse the District for those costs. Reimbursement to the District is due within sixty (60) calendar days of such notification. The teacher shall not be eligible for further professional development funds under this Article until such time payment is made in full.

- H. Required Attendance: If a teacher is required to attend a specific conference, workshop or other training, the District shall pay for the cost of these professional development activities outside of the professional development funds defined in this article.
- I. Fiscal Year: Teacher's may access professional development funds for any approved Course that is completed between July 1 and June 30 of the corresponding contract year.
- J. Registration: Employees are responsible for registering themselves for all professional development activities covered under Article 15.

ARTICLE 16 GENERAL PROVISIONS

- 16.1 Entire Understanding. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. No prior agreements of understanding, oral or written, pertaining to matters contained herein shall be controlling. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.
- 16.2 Policy Conflict. The Board will amend its policies, to the extent said policies are in conflict with this Agreement, and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 16.3 Modifications. This Agreement may not be modified, in whole or in part, except by an instrument in writing duly executed by all parties.
- 16.4 Contrary to Law. If any provisions of the Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law, then such provision or application will be deemed invalid and non-existing, 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 any such determination for the purpose of renegotiating the provision or provisions affected.
- 16.5 Copies of this Agreement will be available electronically.
- 16.6 Work Action. The Association and the Board subscribe to the principle that, whenever possible, differences should be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that it will not engage in or encourage a strike, work stoppage, "work to rule" or other concerted refusal to perform work during the life of this Agreement, nor shall the Board engage in or permit any lockout of teachers.
- 16.7 Notices: Except as specifically provided in this Agreement, all written notices to the Board or the Association, respectively, will be deemed to have been properly served if delivered personally, by email or by first class mail to the Superintendent and the person of the President of the Association, respectively.
- 16.8 Additional Duties. Work outside of regular teaching assignments, unless specifically covered by provisions of this agreement, shall not be governed by the terms of this agreement, and shall not be construed to be part of the contractual relationship herein provided for.
- 16.9 Safe Working Conditions: In order to help ensure a safe working and learning environment for teachers and students, both the District and teachers shall comply with all federal and state laws and regulations governed by the Occupational Safety and Health Administration (OSHA), the Vermont Occupational Safety and Health Administration (VOSHA) and the VT Department of Health. Any claims in violation of this subsection shall not proceed beyond step 2 of the Grievance Procedure in Article 6.

**ARTICLE 17
DURATION**

- 17.1 This contract shall become effective as of July 1, 2017 and shall continue in full force and effect until June 30, 2019. If neither the Board nor the Association gives written notice to the other of its intention to negotiate a successor to this Agreement by October 1, as provided in Article 2.1, this Agreement will automatically be renewed and will continue in full force and effect for an additional period of one (1) year as provided in Article 2.2.
- 17.2 In the event that a successor to this Agreement has not been ratified by the Board and the Association as of the termination date of this Agreement, no salary schedule step advancement shall be provided unless and until the parties have ratified a successor to this Agreement which expressly provides for such salary schedule advancement.

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

For the Association

For the Board

Association President Signature Date

Board Chair Signature Date

Appendix A: 2017-2018 Salary Schedule

Multiplier \$ 41,755

Step	Pre-B		B		B+15		B+30/M		M+15		M+30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.10	\$ 45,931	1.15	\$ 48,018	1.20	\$ 50,106	1.25	\$ 52,194	1.30	\$ 54,282	1.35	\$ 56,369
2	1.15	\$ 48,018	1.20	\$ 50,106	1.25	\$ 52,194	1.30	\$ 54,282	1.35	\$ 56,369	1.40	\$ 58,457
3	1.20	\$ 50,106	1.25	\$ 52,194	1.30	\$ 54,282	1.35	\$ 56,369	1.40	\$ 58,457	1.45	\$ 60,545
4	1.25	\$ 52,194	1.30	\$ 54,282	1.35	\$ 56,369	1.40	\$ 58,457	1.45	\$ 60,545	1.50	\$ 62,633
5	1.30	\$ 54,282	1.35	\$ 56,369	1.40	\$ 58,457	1.45	\$ 60,545	1.50	\$ 62,633	1.55	\$ 64,720
6	1.35	\$ 56,369	1.40	\$ 58,457	1.45	\$ 60,545	1.50	\$ 62,633	1.55	\$ 64,720	1.60	\$ 66,808
7	1.40	\$ 58,457	1.45	\$ 60,545	1.50	\$ 62,633	1.55	\$ 64,720	1.60	\$ 66,808	1.65	\$ 68,896
8	1.45	\$ 60,545	1.50	\$ 62,633	1.55	\$ 64,720	1.60	\$ 66,808	1.65	\$ 68,896	1.70	\$ 70,984
9	1.50	\$ 62,633	1.55	\$ 64,720	1.60	\$ 66,808	1.65	\$ 68,896	1.70	\$ 70,984	1.75	\$ 73,071
10	1.55	\$ 64,720	1.60	\$ 66,808	1.65	\$ 68,896	1.70	\$ 70,984	1.75	\$ 73,071	1.80	\$ 75,159
11			1.65	\$ 68,896	1.70	\$ 70,984	1.75	\$ 73,071	1.80	\$ 75,159	1.85	\$ 77,247
12			1.70	\$ 70,984	1.75	\$ 73,071	1.80	\$ 75,159	1.85	\$ 77,247	1.90	\$ 79,335
13					1.80	\$ 75,159	1.85	\$ 77,247	1.90	\$ 79,335	1.95	\$ 81,422
14							1.90	\$ 79,335	1.95	\$ 81,422	2.00	\$ 83,510
15							1.95	\$ 81,422	2.00	\$ 83,510	2.05	\$ 85,598
16									2.05	\$ 85,598	2.10	\$ 87,686
17									2.10	\$ 87,686	2.15	\$ 89,773
18											2.20	\$ 91,861

Appendix B: 2018-19 Salary Schedule

Multiplier \$ 41,950

Step	Pre-B		B		B+15		B+30/M		M+15		M+30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.10	\$ 46,145	1.15	\$ 48,243	1.20	\$ 50,340	1.25	\$ 52,438	1.30	\$ 54,535	1.35	\$ 56,633
2	1.15	\$ 48,243	1.20	\$ 50,340	1.25	\$ 52,438	1.30	\$ 54,535	1.35	\$ 56,633	1.40	\$ 58,730
3	1.20	\$ 50,340	1.25	\$ 52,438	1.30	\$ 54,535	1.35	\$ 56,633	1.40	\$ 58,730	1.45	\$ 60,828
4	1.25	\$ 52,438	1.30	\$ 54,535	1.35	\$ 56,633	1.40	\$ 58,730	1.45	\$ 60,828	1.50	\$ 62,925
5	1.30	\$ 54,535	1.35	\$ 56,633	1.40	\$ 58,730	1.45	\$ 60,828	1.50	\$ 62,925	1.55	\$ 65,023
6	1.35	\$ 56,633	1.40	\$ 58,730	1.45	\$ 60,828	1.50	\$ 62,925	1.55	\$ 65,023	1.60	\$ 67,120
7	1.40	\$ 58,730	1.45	\$ 60,828	1.50	\$ 62,925	1.55	\$ 65,023	1.60	\$ 67,120	1.65	\$ 69,218
8	1.45	\$ 60,828	1.50	\$ 62,925	1.55	\$ 65,023	1.60	\$ 67,120	1.65	\$ 69,218	1.70	\$ 71,315
9	1.50	\$ 62,925	1.55	\$ 65,023	1.60	\$ 67,120	1.65	\$ 69,218	1.70	\$ 71,315	1.75	\$ 73,413
10	1.55	\$ 65,023	1.60	\$ 67,120	1.65	\$ 69,218	1.70	\$ 71,315	1.75	\$ 73,413	1.80	\$ 75,510
11			1.65	\$ 69,218	1.70	\$ 71,315	1.75	\$ 73,413	1.80	\$ 75,510	1.85	\$ 77,608
12			1.70	\$ 71,315	1.75	\$ 73,413	1.80	\$ 75,510	1.85	\$ 77,608	1.90	\$ 79,705
13					1.80	\$ 75,510	1.85	\$ 77,608	1.90	\$ 79,705	1.95	\$ 81,803
14							1.90	\$ 79,705	1.95	\$ 81,803	2.00	\$ 83,900
15							1.95	\$ 81,803	2.00	\$ 83,900	2.05	\$ 85,998
16									2.05	\$ 85,998	2.10	\$ 88,095
17									2.10	\$ 88,095	2.15	\$ 90,193
18											2.20	\$ 92,290