

## **Association's proposal to the board, Final, 10/17/16**

### **Article 3 Release from contract**

Intent: Clarify, Association is concerned about board's interpretation vs. our reading.

3.2 Contract Release: Teachers shall be granted a contract release if a request is filed with the Board no later than June 1. In the event that a teacher is granted a release from his/her contract or breaks his/her contract with the school district or supervisory union after June 1, the Board shall have the right to issue a contract to said teacher's replacement under the replacement teacher provisions. Any teacher who is released from his/her contract in accordance with the terms of this article, or who breaks his/her contract will be required to repay any course reimbursement money the District or supervisory union has spent for spring and/or summer semester courses before being released from contract.

### **Article 5: Seniority and Reduction in Staff**

5.10 Transition of Staff to BSU Employees:

Intent: strike through references to Special Education, to extend same system to all staff.

5.10: If transition of employment of ~~Special Education~~ Professional staff by member districts to employment by the supervisory union is required by Vermont Statute, the following provisions shall apply:

a) Teachers transitioned from employment with a member District to employment with the Barre Supervisory Union shall retain their current salary, seniority and or benefits provided under the terms of the negotiated Agreement. Such teachers shall maintain the same position on the salary schedule and shall be recognized as members of the bargaining unit represented by their former District of employment.

b) Should future Vermont Statute require transition of employment from the BSU back to the member districts, the Teachers shall retain all salary, seniority and benefits, and employment shall be assumed by the school districts that comprise the BSU.

c) In the event of a reduction in force among ~~Special Education~~ professional staff during or following the transition to the BSU the provisions of this Agreement pertaining to Reduction In Force shall apply. ~~Special Education~~ Professional Staff employed by the BSU at the time of any reduction will be considered as a group for the purpose of layoff and recall.

d) ~~Special Education~~ Professional staff hired after the transition of special educators to the BSU will be placed on the appropriate step and column of the salary schedule in accordance with the provisions of this Agreement.

e) ~~Special Education~~ Professional staff assigned to work in more than one school on the same day (other than assignments at the Central Vermont Career Center and SHS) shall be allowed a reasonable time between the end of the last assignment in the first school and the beginning of the first assignment in the second school for travel and preparation.

### **Article 9: School Calendar**

9.2 Work Year

Intent: To clean up obsolete language

9.2 The work year will not be more than ~~188 days in 2015-2016, and not more than 190 days in 2016-2017~~, no more than 180 of which shall be teaching days. School shall not be scheduled on Town Meeting Day. Any orientation days shall be scheduled on consecutive workdays immediately before the opening of school. Teachers should have input in the planning of Professional Development.

New Clause

Intent: Half-time teacher duties clarifications and work day

**(Placement TBA): Teachers who work part time will have all duties and meeting expectations prorated. The administration will make every attempt to have their schedule be consistent from day-to-day and have their teaching blocks be consecutive.**

10.6 Substitutes

Intent: cover teachers substituting during their planning time.

10.6 An attempt shall be made by the administration to obtain qualified substitutes for all teachers who are absent. **In the event that a substitute cannot be found, administration may ask a teacher to substitute during their planning time, including teachers keeping classes scheduled for specials.**

**Accepting a request to substitute must be voluntary for teachers and teachers will be compensated twice the rate a substitute teacher would have been paid in addition to their regular salary. In a case where there is regularly an additional teacher in the classroom who is not the teacher of record, and that teacher is asked to substitute, they will be paid the substitute rate in addition to their regular salary. (e.g. if a special educator is ordinarily in a math classroom and is expected to substitute for the math teacher.)**

**Article 12 Health Insurance**

Intent: Hold staff harmless due to errors by Central Office

**(Placement TBA) Should the benefits of an employee be canceled or devalued in error by the Barre Supervisory Union, the supervisory union will bear the full cost the teacher will incur due to this error.**

**Health Insurance proposal TBA, pending meeting on 11/7**

**13.4 Driver's Ed**

Intent: to allow the FTE driver's ed teacher to drive during the school day as part of his job, and the hourly rate

13.4 All Behind-the-Wheel Driver's Education instruction **which is not completed as part of an FTE's work day may** will be compensated at the hourly driving rate contained in the co-curricular salary schedule.

**13.7 Tuition Reimbursement**

Intent: to allow flexibility in things like library certification when someone is asked to switch, enrollment in SNHU's NBCT program, etc, at approval of superintendent.

Clarify approval for recertification.

13.7 Each teacher shall be entitled to advance payment of tuition up to the dollar value of the current year's rate of three (3) University of Vermont credits or six (6) credits if enrolled in either an advanced degree program beyond bachelor's, **another education program approved by the superintendent**, or a C.A.S. program. If the teacher attends another institution, the teacher will be entitled to advance payment for however many credits may be purchased with this dollar amount.

**13.8 Outside curriculum**

Intent: match with actual practice

13.8 When mutually agreed upon by teacher(s) and administration, many activities such as planning, curriculum, and/or scheduling, **or other similar activities** may be done outside of the regular school day or year. Teacher compensation will be at the rate of ~~one hundred dollars (\$100.00) per seven (7) hour day.~~ **\$25 an hour.**

### **13.10 Mileage**

**Intent:** Most teachers who travel do so between BTEMS and BCEMS, which is a distance of 2.3 miles. Assuming they do so once every student day, this is \$223.56 by the IRS rate.

13.10 Teachers will be compensated at the current IRS mileage rate whenever they use their automobiles during the school day to conduct official school business which has been specifically authorized and approved by the administration. Teachers who regularly travel between schools within the Supervisory Union as part of their normal teaching assignment shall receive a **two hundred twenty four one hundred (\$100) (\$224)** dollar per year mileage stipend in lieu of the aforementioned mileage reimbursement rate.

### **Article 15: Accumulated Sick Leave**

#### **15.3**

Intent: obsolete form language. Front line or similar means.

15.3 Each teacher shall be required to ~~fill out a form~~ **report via Front Line or similar electronic means** indicating the day(s) of sick leave used.

### **Article 17 Personal Leave: Language TBA**

#### **17.2 Expansion of Bereavement:**

Intent: include funerals for students and colleagues, create consistency with paraeducator contract.

~~17.2 Up to five (5) additional days will be granted in the event of death of any of the following: the teacher's spouse, children, parents, grandparents, siblings, step children, step parents, in laws, step siblings, or persons considered a member of the immediate family residing within the household.~~

**Each educator shall be granted by the Boards up to five (5) days paid leave per instance for a death in an educator's immediate family and two (2) days for other family members, to a maximum of ten (10) days per year. Immediate family is defined as follows: spouse or party to a civil union, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law or member of the immediate household. "Other" family member is defined as follows: uncles, aunts, nephews, nieces, cousins. Written notice shall be given to the immediate supervisor or his/her designee, twenty-four (24) hours in advance, except in an emergency. Up to one (1) additional day will be granted in the event of the death of a Barre Supervisory union employee or student for the purpose of attending the funeral or other related services, should it be during school hours. Should an employee exhaust their bereavement leave, the superintendent may grant more at his/her discretion.**

### **Appendix A: Salary**

**Proposal TBA, Four year contract**

### **Appendix B: Co-curricular**

The parties will convene a meeting including athletic directors or building administrators, as appropriate, to re-examine placement of co-curricular staff on Appendix B.

**Board's proposal to the Association, Final, 10/17/16**

## **Master Agreement**

between

**The Barre Town Education Association**

and

**The Barre Town School District**

and

**The Barre Supervisory Union Board**

and between

**The Barre Education Association**

and

**The Board of School Commissioners of the City of Barre**

and

**The Spaulding Union High School District**

and

**The Barre Supervisory Union Board**

**~~July 1, 2015 – June 30, 2017~~**

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### **ACKNOWLEDGEMENT OF ARBITRATION**

In accordance with 12 V.S.A. §5652(b), the Boards and the Associations understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Boards and the Associations understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Article.

## **ARTICLE 1: RECOGNITION**

1.1 The Boards of School Commissioners of the City of Barre, Town of Barre and Spaulding Union High School Districts hereby recognize the Barre Town Education Association as the exclusive representative of all licensed teachers of the Barre Town School District, and the Barre Education Association as the exclusive representative of all licensed teachers of the Barre City School District and the Spaulding Union High School District for all purposes provided for under the provisions of 16 VSA, Chapter 57. The Barre Supervisory Union Board hereby recognizes the Barre Town Education Association as the exclusive representative of all licensed teachers of the Barre Supervisory Union working a majority of their time in the Barre Town School District, and the Barre Education Association as the exclusive representative of all licensed teachers of the Barre Supervisory Union working a majority of their time in the Barre City School District and all licensed teachers working a majority of their time in the Spaulding Union High School District for all purposes provided for under provisions of 16 VSA, Chapter 57. The Barre Town Education Association and the Barre Education Association are hereinafter termed the "Association" or the "Associations".

1.2 Membership in the Associations is not to be a condition of employment.

1.3 Unless otherwise indicated, the employees in the above units will hereinafter be referred to as "teachers." The word "Board" or "Boards" shall mean the Board of School Commissioners of the City of Barre, the Board of School Commissioners of the Spaulding Union High School District, the Barre Supervisory Union Board, and/or the Board of School Directors of the Barre Town School District.

### **1.4 RIGHTS OF THE BOARDS**

In recognition of the fact that the laws of the State of Vermont vest responsibility in the Boards for the quality of education in, and the efficient and economical operation of their school districts or supervisory union, it is herein agreed that, except as specifically and directly modified by express language in a specific provision of this contract, the Boards retains all rights and powers that they have, or may hereafter be granted by law.

### **1.5 RIGHTS OF THE ASSOCIATIONS**

The Boards agree that reasonable time off without loss of pay, during working hours, may be granted to the Association Officers, with approval of and by arrangement with the Principals or other responsible administrators.

The Associations shall have the right to use such facilities and equipment as are normally located for teachers' use within the school, as well as school audio-visual equipment and wireless internet, in accordance with Board policy, normally after school hours and upon appropriate request to the principal, provided that such use does not interfere with the teaching of pupils or interrupt normal school operations. Any cost for repair or replacement as the result of such use of the equipment or the use of materials will be borne by the Associations as determined by the school district's or supervisory union's Business Manager. The Associations agree to assume responsibility for any costs incurred.





## **ARTICLE 2: GRIEVANCE PROCEDURE**

### **2.1 Definitions**

A. A "grievance" is a claim by a teacher or teacher(s), and the Association or both Associations that there has been a violation, a misinterpretation, or a misapplication of the terms of this Agreement, or a violation of the right to fair treatment with regards to the application of the provisions of this Agreement. However, only a grievance that alleges a violation of the written provisions of this agreement may be advanced to arbitration.

B. An aggrieved person is the person or persons or Association(s) making the claim.

C. Time Limits: All time limits consist of school days during the school year. Time limits during the summer vacation consist of workdays, Monday through Friday.

D. Association Representation: Upon selection and certification by each Association, the corresponding Board will recognize an Association grievance officer or committee. At least one Association representative may, at the option of the Association, be present for any meeting, hearing, appeals or other proceedings relating to a grievance which has been formally presented. The Association must notify the administrator involved, in writing, of its intent to be present or not be present at any such proceeding. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor, and having the grievance addressed without intervention of the Association, provided the Association has been notified and any resolution is not inconsistent with the terms of this Agreement.

E. The grievant shall, at all steps in the formal grievance procedure, be entitled to be represented by the Association or by such other representative as he/she may choose, except that at no time shall the grievant be represented by an administrative official of the school district or supervisory union. Nothing herein shall be construed to interfere with the Association's right and responsibility to ensure compliance with this agreement.

### **2.2 Procedure**

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

**Step 1** The Association shall present the grievance, in writing, setting forth the problem(s) being grieved, citing any alleged contract violation, and stating the redress sought, to the school Principal, who will arrange to meet within seven (7) days with the parties. The Association's representative, the aggrieved teacher, and the Principal (all with or without

representation) shall be present for the meeting. The Principal shall provide to the grievant and the Association a written decision within seven (7) days after such meeting, setting forth the reasons for the decision. No grievance will be given formal consideration unless it is filed at Step 1 within twenty-eight (28) days after the grievant had knowledge of the occurrence that gave rise to the grievance.

Step 2 If the grievance is not resolved at Step 1 or if a Step 1 time limit expires without the issuance of the Principal's written decision, then the Association may refer the grievance to the Superintendent or official designee within seven (7) days after the Step 1 decision was due or received. The Superintendent shall arrange for a meeting with the grievance representative(s) of the Association and the aggrieved teacher(s) to take place within fourteen (14) days of the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to establish facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have seven (7) days in which to provide his/her written decision to the respective parties to the grievance.

Step 3 If the grievance is not resolved at Step 2 or if a Step 2 time limit expires without the issuance of the Superintendent's written decision, the Association may refer the grievance to the governing School Board or Boards within fourteen (14) days after the Step 2 decision was due or received. The Board shall arrange for a meeting within fourteen (14) days after the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon completion of the meeting, the School Board will provide a written decision to the Association within fourteen (14) days.

Step 4 If the grievance is not resolved at Step 3, or the Step 3 time limits expire without the issuance of the School Board's written answer, then the Association on behalf of the grievant may submit the grievance to arbitration. If a demand for arbitration is not filed with the Superintendent of Schools within twenty-one (21) days of the date that the School Board's Step 3 decision was due or received, then the grievance will be deemed to be withdrawn. The Association or its representative and the Board or its representative shall seek to mutually agree upon the person of an arbitrator. If agreement cannot be reached within ten (10) days, the Association may refer the matter to the American Arbitration Association (AAA) under their Voluntary Labor Arbitration Rules. Referral to the AAA must occur no later than twenty-one (21) days from the date of the demand for arbitration.

2.3 During the period of time when arbitration is taking place, neither the Board(s), the grievant, or the Association(s) shall unilaterally issue any public statement concerning the matter under arbitration. The decision of the arbitrator shall be final and binding upon the parties.

2.4 Neither the Boards nor the Associations will be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party.

2.5 The arbitrator shall have no power to alter the terms of this Agreement.

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

2.7 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no teacher shall be required to discuss any grievance if the Association's representative is not present.

2.8 Provided the Association and Superintendent agree in writing, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving an administrator above the school Principal level may be filed by the Association at Step 2.

2.9 No reprisals of any kind will be taken by the Board(s), the administration or the Association(s) against any teacher because of his/her participation in this grievance procedure.

2.10 The Board(s), administration, and Association(s) will cooperate with one another in their investigation of any grievance, and further, will furnish one another with such information as is required for the processing of any grievance. Notwithstanding the previous sentence, no grievance shall be processed during assigned working hours unless approved by the administration. If so approved, the grievant, the Association representatives and the witnesses shall be released from duties without loss of pay or benefits. Under no circumstances shall students who are minors be involved in the hearing of, or resolution of, any grievance unless prior written consent from a parent or a guardian is filed with the office of the Superintendent.

2.11 All documents, communications and records dealing with the processing of a grievance will be filed. All disagreements, communications and records dealing with processes of a grievance will be filed with all parties involved in the three steps of the grievance procedure. The official record is to be filed in the Superintendent's office. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

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

2.13 Time limits and/or procedures may be changed in the above Article if both sides mutually agree in writing.

### **ARTICLE 3: RELEASE FROM CONTRACT AND REPLACEMENT TEACHERS**

3.1 A teacher who signed a contract of employment with the school district or supervisory union will be expected, except under unusual circumstances, to fully honor such contract.

3.2 Contract Release: ~~Teachers shall be granted a contract release if a request is filed with the Board no later than June 1.~~ In the event that a teacher is granted a release from his/her contract or breaks his/her contract with the school district **or supervisory union** ~~after June 1,~~ the Board shall have the right to issue a contract to said teacher's replacement under the replacement teacher provisions. Any teacher who is released from his/her contract in accordance with the terms of this article, or who breaks his/her contract will be required to repay any course reimbursement money the District **or supervisory union** has spent for spring and/or summer semester courses before being released from contract.



3.3 If a teacher is released from a contract by the Board as allowed in 3.2, said teacher will receive prorated pay based on the ratio of actual number of days worked and total number of contract days in the given school calendar.

#### 3.4 Replacement Teachers Provisions

**A replacement teacher is a teacher who is hired to replace a teacher who breaks or is released from their contract, if hired after August 1.** A replacement teacher will work under the following terms and conditions:

A. The replacement teacher may be hired under a non-renewable contract, not to exceed one (1) school year. A replacement teacher who is given notice of suspension or dismissal may appeal said notice pursuant to the process set forth in Title 16 V.S.A. Section 1752. With the exception of the modifications contained in this Article, all other provisions of the collective bargaining agreement shall apply to replacement teachers.

B. The 'just cause' provisions of this agreement governing contract renewal and dismissal of teachers shall not apply to replacement teachers. The individual contract of the replacement teacher shall clearly include language that reflects this. A Board decision to dismiss or not re-employ a replacement teacher may not be grieved.

C. The RIF and recall provisions of this agreement shall not be applicable to the replacement teacher.

D. A replacement teacher who is subsequently hired as a teacher with no break in service will receive seniority credit for the time worked as a replacement teacher.

#### **ARTICLE 4: CONTRACT RENEWAL**

4.1 The Board of School Directors shall offer a contract of employment to a teacher annually on or before April 1, unless a letter of ~~intent not to offer a contract~~ **potential non-renewal** is given before February 15. Notice of intent not to give a contract shall be in writing and shall indicate the reason or reasons why the teacher is not to be re-employed. Teaching contracts must be signed and returned on or before April 15. Any teacher who provides to the Superintendent a written request for an extension to the return date will be granted a 15 day extension for contract return. The Superintendent may grant more than a 15 day extension to the return date if requested by the teacher in writing before April 15. Failure by a teacher to return the contract, signed, within the required time period shall be accepted as conclusive evidence of non-acceptance of the offer, and in such instance the job shall be considered vacant.

4.2 If a teacher has been notified of the potential for non-renewal by February 15, and the teacher is on a corrective action plan, and the teacher's performance continues to be "unsatisfactory", they may have their contract non-renewed in April if they have been and if they will have had sufficient time to complete their improvement plan and/or improve their performance.

4.3 If negotiations have not been completed and/or a successor to this Agreement has not been ratified by the Boards and the Associations, the Superintendent shall issue each teacher who is to be renewed a letter of intent to hire by April 1. A letter of intent shall be signed by the teacher and returned to the Superintendent by April 15.

4.4 No teacher shall be disciplined, reprimanded, suspended, or denied a renewal of contract without just and sufficient cause. In no case will this be done publically unless so requested by the teacher. Any such action, including adverse evaluation of teacher's performance, will be subject to the grievance procedure set forth in this Agreement. A teacher may appeal the non-renewal of his/her individual teaching contract by filing a grievance as provided by this Agreement or by filing an appeal pursuant to 16 V.S.A., §1752. Regardless of the method of appeal, the teacher shall be paid until the Board reaches its decision. The provisions of this section do not apply to Replacement Teachers (**as defined in Article 3.4**) or Probationary Teachers (**as defined in Articles 4.6 and 4.7**).

4.5 Any grievance arising from the application of this Article will first be presented to the Association, and any further action will commence at Step 2 of the Grievance Procedure except as provided in section 4.6.

4.6 A person who is a probationary teacher as defined by Vermont statute shall be issued a probationary contract for up to two years. A newly hired teacher with two or more years teaching experience in Vermont public schools will be hired under a probationary contract for one year. The decision of a Board to suspend, dismiss, or not to renew a teacher employed under a probationary contract or replacement teacher contract shall not be subject to the grievance/arbitration procedure of this Agreement. However, the standard for nonrenewal for a probationary teacher's contract shall be just and sufficient cause if the teacher has not received at least two written performance evaluations per year of probationary service. An individual who is given notice of suspension, dismissal, or non-renewal may appeal said notice pursuant to the process set forth in Title 16 V.S.A. Section §1752.

4.7 All teachers newly hired by the school district or supervisory union shall work under a one (1) year appointment for the first year. During this period of probation, a Board decision to dismiss or not re-employ an individual may not be grieved under the provisions of this Agreement. The school district's or supervisory union's evaluation policy shall be followed for probationary teachers. During this probationary period, an individual who is given notice of suspension, dismissal, or non-renewal may appeal said notice pursuant to the process set forth in Title 16 V.S.A. Section §1752.

4.8 A teacher's annual contract **letter** shall be signed by representatives of the appropriate Board and the Superintendent, and shall state the teacher's ~~grade(s) or~~ teaching assignment(s), **and** teaching salary ~~and the total number of contracted days~~. Teachers may be reassigned within their areas of licensure and endorsement ~~at the time contracts are issued~~.

~~4.9 A copy of the individual contract, which shall be in full compliance with the Master Agreement, shall be appended to this Agreement.~~

## **ARTICLE 5: SENIORITY AND REDUCTIONS IN STAFF**

5.1 For purposes of this article, seniority will be computed from the beginning of a teacher's most recent period of continuous employment in the school district or supervisory union and will begin to accrue as of the date the original contract was signed by him/her. For teachers ~~employed after the 1976-77 school year~~ whose individual employment agreement does not contain a date stamp indicating receipt by the superintendent, the following factors will be applied, in the listed order, to determine when seniority begins to accrue:

- (1) The date the individual employment contract was signed by the teacher;
- (2) The appointment date of the teacher by the Board.

Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiating unit, but such time will not be counted in computing seniority.

5.2 A permanent part-time teacher will accrue seniority on a pro-rated basis as determined by the percent of full-time equivalent (FTE) indicated on the teacher's individual contract. Replacement teachers, teachers hired on non-renewable contracts, and long term substitute teachers will not accrue seniority. However, if such teacher is offered a permanent position and accepts such position without a break in service the teacher will be credited with seniority for the immediately preceding period of continuous employment. A long term substitute teacher may be non-renewed and released at the end of his/her contracted service and such release shall not be considered a layoff subject to recall under this Article.

5.3 The Boards will provide the Associations with a complete seniority list by October 1 of each school year. The Association will acknowledge the accuracy of the list or provide evidence of the need for changes by November 1. If the Association fails to respond by November 1, the list will be considered to be accurate.

5.4 Staff reductions may be made when, in the judgment of a Board, they are necessary for the sound and efficient operation of the school district or supervisory union.

5.5 Notice of reduction in force shall be sent by certified mail to each affected teacher no later than April 1, with a copy by regular mail to the appropriate Association except for a teacher who is displaced pursuant to seniority displacement provisions. A displaced teacher will instead be notified in accordance with the terms described in Section 5.6.

5.6 No teacher will be laid off under the provisions of this Article if the reduction in staff could be accomplished by staff turn-over. If an opening exists for which a teacher affected by reduction in force holds appropriate license and endorsement(s), he/she will be transferred to that position rather than being laid off. If more than one position exists for which the teacher is licensed, the Administration will consult with the teacher before making a final decision. A teacher who declines transfer shall be reduced in force and shall retain his/her recall rights, but shall not be eligible to displace a less senior teacher.



5.7 Teachers shall be laid off in reverse order of seniority by teaching assignment within a District or the Supervisory Union. When seniority is equal, the following factors, in the order listed, will be used to determine RIF order:

(1) The total number of years of educational work.

(2) The ability of the teacher to perform the work in question as determined by the superintendent.

Except as otherwise provided in this article, a teacher who is to be laid off may displace a less senior teacher in the same District or the Supervisory Union providing the teacher is licensed and endorsed for another position as of the date of the RIF notice. A teacher must indicate his/her intention to exercise displacement rights within ten (10) days of the RIF notice being posted.

5.8 During the time that a teacher is laid off and subject to recall, his/her seniority at the time of layoff shall remain credited to him/her. A teacher who is laid off shall be recalled for any position for which he or she was licensed and endorsed as of the date of the issuance of the RIF notice. Notice of recall will be by order of seniority. Job recall rights will be for two (2) years following layoff. If a recall position becomes available, the District or the Supervisory Union will provide a letter of recall to the teacher. The teacher shall notify the Superintendent of acceptance of recall within ten (10) working days of receipt of the offer of recall. If a teacher fails to respond to recall within ten (10) working days, he/she will be considered to have waived his/her recall rights. A teacher may decline recall to a lesser FTE position without penalty. A teacher who declines recall to a position of equivalent FTE will be considered to have waived his/her recall rights.

5.9 A teacher who has been laid off shall, if he/she desires, have priority on the substitute list.

5.10: If transition of employment of ~~Special Education~~ professional staff by member districts to employment by the supervisory union is required by Vermont Statute, the following provisions shall apply:

- a) Teachers transitioned from employment with a member District to employment with the Barre Supervisory Union shall retain their current salary, seniority and or benefits provided under the terms of the negotiated Agreement. Such teachers shall maintain the same position on the salary schedule and shall be recognized as members of the bargaining unit represented by their former District of employment.
- b) Should future Vermont Statute require transition of employment from the BSU back to the member districts, the Teachers shall retain all salary, seniority and benefits, and employment shall be assumed by the school districts that comprise the BSU.
- c) In the event of a reduction in force among ~~Special Education~~ professional staff during or following the transition to the BSU the provisions of this Agreement pertaining to Reduction In Force shall apply. ~~Special Education~~ Professional staff employed by the BSU at the time of any reduction will be considered as a group for the purpose of layoff and recall.
- d) ~~Special Education~~ Professional staff hired after the transition of special educators to the BSU will be placed on the appropriate step and column of the salary schedule in accordance with the provisions of this Agreement.
- e) ~~Special Education~~ Professional staff assigned to work in more than one school on the same day

(other than assignments at the Central Vermont Career Center and SHS) shall be allowed a reasonable time between the end of the last assignment in the first school and the beginning of the first assignment in the second school for travel and preparation.

#### **ARTICLE 6: SUSPENSION AND DISMISSAL**

6.1 The suspension and dismissal of teachers during a period of contracted employment shall be pursuant to 16 VSA §1752.

6.2 Whenever a teacher is required to appear before any administrator or supervisor, the Superintendent, the Board, or a sub-group of the Board, to respond to any matter which could result in disciplinary action, he/she shall be entitled to have a representative of the Association present.

#### **ARTICLE 7: PROTECTION OF TEACHERS**

7.1 Teachers will report any hazardous or unsafe working conditions to the Administration. Teachers will not be required to work in hazardous or unsafe working conditions.

7.2 When the absence of a teacher is due to an action at law against the teacher based on alleged actions or omissions which are within the scope of the teacher's employment, such absence shall not be deducted from any contracted salary or leave. The Board shall provide full legal support and assistance to the extent, and subject to the conditions of, the liability insurance coverage provided by the Board pursuant to 16 VSA §1756.

7.3 When a teacher is absent due to a work related injury for which he/she is receiving Workers' Compensation benefits the teacher may elect to continue receiving his/her salary by signing his/her check for temporary total disability benefits over to the District or supervisory union and authorizing the District or supervisory union to apply the teacher's accrued, personal sick leave to offset the difference between the Workers' Compensation benefits received and the teacher's regular salary.

7.4 On the authorization of the Superintendent, the Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property (including motor vehicles) of the teacher occurring while the teacher is acting in the discharge of his/her duties. Report of such damage will be made to the Superintendent as soon as possible following discovery of the damage. The Superintendent's determination as to whether or not the damage is eligible for the reimbursement provisions of this article will be final, and not subject to grievance under the terms of Article Three of this contract.

7.5 Teachers shall immediately report cases of assault suffered by them in connection with their employment to the principal or other immediate supervisor. Such notification shall immediately be forwarded to the superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the superintendent relating to the incident or the person or persons involved, except such information, the dissemination of which is restricted by law. Nothing in this provision, however, shall be construed to abridge the right of a teacher to seek redress at law.

7.6 The Board shall give support to the teacher to the extent of policy limits including reasonable legal fees and other costs of court action brought by parents or other citizens against the teacher while said teacher is acting in the discharge of his/her duties within the scope of his/her employment. Such support shall be in accordance with 16 V.S.A. §1756.

7.7 The teachers recognize that in cases of emergency the health and safety of the students is their prime responsibility and they must act accordingly. However, except in an emergency, medical services will be delivered to students only by qualified medical personnel or a person trained by qualified medical personnel.

#### **ARTICLE 8: TEACHER EMPLOYMENT**

8.1 Each teacher shall be placed on his/her proper step of the salary schedule according to the terms of this agreement as of the beginning of the school year. Any necessary supporting transcripts must be provided by the teacher for the teacher's file by November 1.

8.2 The Board may require medical examination be undergone by any teacher whom it has reason to believe may have a health problem which could endanger the welfare of the students or other employees. When such examinations are required by the Board, the cost, unless covered by medical insurance, as provided in Article 12, will be borne by the School District or supervisory union. A physician's statement verifying the teacher's ability or inability to continue teaching will be forwarded to the Board before any payment is made. Such examination statements will not be considered public documents, and will be protected in the most secure manner possible.

8.3 Teachers employed on a permanent part-time basis shall have their salary and benefits pro-rated based on their contract FTE, unless this is inconsistent with statute or the limitations of an insurance carrier.

8.4 A person without an earned degree who is to be employed as a teacher at the Central Vermont Career Center will be placed on the salary schedule in the Bachelor Degree Column, with placement on the first step for six (6) years or less of trade experience and one additional step for each two (2) years of experience beyond six (6) years, up to the maximum step for the BA column. Any appropriate educational credits earned after being employed will be credited toward column advancement on the salary schedule.

8.5 Credits earned for horizontal movement on the salary schedule (B+15, B+30, M, M+15, M+30) will be granted as follows:

- a. Graduate credits earned at an accredited college or university that are related to a teacher's field of teaching.
- b. Credits earned for such other courses that are related to a teacher's field of teaching and are approved in advance by the superintendent.

The provisions of this article shall also apply to technical teachers who do not hold an earned degree.

These teachers are allowed column movement to the BA+15 and BA+30 columns as appropriate credits are earned.

Credits earned before a teacher has been awarded a bachelor's degree will not be applied to the B+15 column. Credits earned before a teacher has been awarded a master's degree will not be applied to the M+15 or M+30 columns.

Credits for horizontal salary schedule changes earned before September 1 of the contract year, upon written notification to the superintendent on or before the preceding January 15 of anticipated horizontal change, will be granted and the appropriate salary paid for the contract year. It is understood and agreed that a teacher will submit to the superintendent the appropriate administrative form(s) and transcript(s) indicating satisfactory completion of the course(s) taken before a change in horizontal salary schedule placement will become effective. This notice of course completion shall be provided to the superintendent by November 1.

8.6 Any full-time teacher actively engaged in teaching on or before January 15th of any school year and continuously employed thereafter on a full-time basis, shall be given full credit for one (1) year of service.

8.7 After five (5) consecutive sick days, the Superintendent may require a physician's statement verifying the illness and/or the fitness of the teacher to return to work. When such examinations are required, the cost, unless covered by medical insurance as provided in Article 12, will be borne by the School District or supervisory union.

8.8 The School Board agrees to hire teachers with appropriate licensure and endorsement for regular teaching assignments in accordance with the regulations of the Vermont Agency of Education. No teacher shall be assigned to teach outside of his/her area(s) of licensure and endorsement. **Teachers must maintain appropriate endorsement for his/her area(s) of instruction.**

8.9 Teachers and the Association(s) will be given notice of any administrative, teaching or extracurricular vacancy prior to advertising for the position.

## **ARTICLE 9: SCHOOL CALENDAR**

9.1 The Superintendent will consult with the Association before the calendar is finalized. However, final determination of the calendar shall rest solely with the Board.

9.2 The work year will ~~not be more than 188 days in 2015-2016, and not more than~~ 190 days ~~in 2016-2017~~, no more than 180 of which shall be teaching days. School shall not be scheduled on Town Meeting Day. Any orientation days shall be scheduled ~~on consecutive workdays immediately~~ before the opening of school. Teachers should have input in the planning of Professional Development.

9.3 Non-teaching days:

- 1) Non-teaching days will be used for a variety of purposes including, by way of example, but not

limitations: planning, program development, training, parent conferences, summer institutes, and activities designed to address individual, group, and school-wide needs.

2) One non-teaching day will be a teacher-directed day to be worked within 10 days of the first regularly scheduled work day for teachers.

3) Non-teaching days must be scheduled to be contiguous with other regularly scheduled school days (i.e. not between vacation days).

9.4 Parent-Teacher conferences will be scheduled in each building in consultation with the Association based on the needs of each unit/building. The time designated for parent-teacher conferences will be counted as in-service/professional development time.

9.5 Professional Development Committee: The purpose of the Professional Development Committee will be to **help** identify professional development needs and **to offer suggestions regarding organization and content of plan**-supervisory union wide professional development activities. The committee will be chaired by the Director of Curriculum, Instruction, and Assessment and will include representation from each school across grade level and content area. Representatives will be jointly approved by the Association and Administration.

## **ARTICLE 10: TEACHING CONDITIONS**

10.1 The length of the assigned teacher workday within each school will be ~~substantially equivalent for all full time teachers, will be 7 hours for teachers at BCEMS and BTMES, and will be~~ 7 hours and 30 minutes for **all full-time** teachers ~~at SHS/CVCC~~. Individuals employed in non-regular classroom positions will be scheduled in a manner to assure accessibility by children. These schedules will be designed with staff input, with final determination made by the administration.

10.2 The work week for teachers will consist of days Monday through Friday, and shall not include Saturdays, Sundays, or vacations as established by the school calendar. Under exceptional circumstances and by mutual agreement of the Board(s) and the Association(s) teacher work days may be scheduled on any day.

10.3 When early dismissal of students is required because of emergency conditions, including but not limited to weather, all teachers will be dismissed as soon as all students for whom they are responsible have been officially determined to have left the school grounds, whether on foot, by bus, or other transportation.

10.4 Teachers may be required to attend up to four (4) faculty or other professional meetings per month outside of the normal workday without additional compensation. All required meetings will have a minimum of 48 hours prior notification. Required meetings will not exceed two (2) hours in duration. All meetings held before school will be by mutual agreement between faculty and administration.

10.5 Teachers' participation in extracurricular activities that extend beyond the school day shall be

voluntary.

10.6 An attempt shall be made by the administration to obtain qualified substitutes for all teachers who are absent.

10.7 Each teacher will receive a duty free lunch during regular lunch periods. The minimum length of the duty free lunch will be the same as the lunch periods that are provided for students.

## **ARTICLE 11: NEGOTIATIONS**

11.1 Not later than November 1 of the school year, in which this Agreement expires, the Board agrees to enter into negotiations with the Association over a successor Agreement, in accordance with the procedures set forth in 16 VSA, Chapter 57. Such negotiations may include any matter covered by this Agreement, or which by law is held to be negotiable.

## **ARTICLE 12: INSURANCE**

12.1 The district or supervisory union will offer teachers membership in either of the following Blue Cross/Blue Shield plans provided by the Vermont School Board Insurance Trust (VSBIT): (1) the Vermont Education Health Initiative (VEHI) Dual Option Insurance Plan or (2) Plan JY Managed Benefit Plan (VSBIT Plan B). Teachers may select either single, two-person, or family coverage membership in VEHI or VSBIT Plan B. The district or supervisory union will contribute toward the premium costs of said plans to the percentages or amounts noted below, and teachers shall pay the remainder of the premium cost through a plan of payroll deduction. The school district or supervisory union will establish and maintain a pre-tax Internal Revenue Code 125 Premium Conversion/Premium Only Plan for teachers' contribution to health insurance.

The Board contribution percentage will be as follows:

VEHI dual option (single, two-person, or family): 80% of the premium

Plan B JY Managed w/managed care mental health:

Single: \$2,889 Two-Person: \$5,695 Family: \$7,659

12.2 Should a national health or state single payer program be enacted, the Boards reserve the right to reopen negotiations with the Associations on this Article.

12.3 In the event that an employee is laid off in accordance with Article 5, Staff Reduction, of the Master Contract, he/she shall not receive insurance benefits at the expense of the local school district or supervisory union. However, the employee may elect to continue insurance benefits under COBRA or as otherwise provided by law by making timely payment of the applicable premiums at the office of the Superintendent.

12.4 The school district or supervisory union shall pay 100% of the cost of a group term life insurance in the amount of \$25,000 with double indemnity based on \$25,000.

12.5 Health and/or insurance coverage shall become effective and terminate as allowed by the carrier and as prescribed by law.

A. The insurance year shall cover the period of September 1 through August 31 for teachers on staff on June 30 of the preceding school year.

B. Teachers issued a contract during the period of July 1 through August 31 shall be enrolled as of the following September 1, subject to timely receipt of application by the insurance carrier.

C. Teachers issued a contract subsequent to August 31 shall be enrolled as of the date of employment or as of the date the enrollment application is accepted by the insurance carrier, whichever is later.

D. In the event of the death of an insured teacher during the contract year, the district or supervisory union will continue its share of payment for single, two-person or family health coverage, if any, for the teacher's covered dependents through the end of the calendar month following the date of the teacher's death.

E. Teachers applying for change in insurance status (to single, two-person, or family coverage) shall have their new coverage effective upon acceptance by the insurance carrier.

1. The district's or supervisory union's contribution toward insurance coverage shall cease as of the date of termination of employment in those cases where a teacher is released from his/her contract in accordance with Article 3.

2. The district's or supervisory union's contribution toward insurance coverage shall cease as of August 31 next following the nonrenewal of a teacher's contract.

3. The district's or supervisory union's contribution toward insurance coverage shall cease as of August 31 next following a teacher's reduction in force.

~~12.6 The school district or supervisory union shall pay an annual sum of five hundred dollars (\$500) to any teacher who chooses not to participate in the district's or supervisory union's group medical insurance program, unless the teacher receives health insurance coverage as the dependent of another person employed within the Barre Supervisory Union. Teachers who elect to receive this option shall be paid in a lump sum payment. The lump sum payment will be made at the date nearest the last payroll period in June. Any teacher electing this option shall provide proof of health insurance coverage from another source. A teacher electing the cash in lieu of insurance option shall notify the Superintendent and provide proof of alternative insurance coverage annually prior to July 1. New employees electing this option will notify the Superintendent and provide proof of alternative insurance coverage within thirty (30) days of employment.~~

A teacher may receive coverage under the district's or supervisory union's group health insurance plan

as either the primary covered person or as a dependent, but not both.

For the insurance purposes, a teacher's FTE will be the sum of the teacher's FTEs in Each district and/or the supervisory union.

#### 12.7 Dental Insurance

- A. The Boards agree to provide single dental insurance coverage, VEHI NEDD coverage B (child orthodontics) for each eligible teacher.
  
- B. If any employee chooses a two-person or family membership, s/he shall pay any additional premium costs over a single premium membership. Teachers will contribute their share of the premium cost for the coverage selected via automatic payroll deductions.
  
- C. The insurance coverage year shall be from September 1 through August 31. Teachers who are issued employment contracts after September 1 shall be eligible to enroll in the dental plan subject to the regulations of the insurance carrier.
  
- D. This insurance coverage shall terminate as provided in 12.6.5 E of this Agreement.

### **ARTICLE 13: TEACHER COMPENSATION**

13.1 The Board agrees to deduct, upon request of a teacher, deductions in the following areas:

- A. Professional Dues
- B. Section 125 — pretax plan:
  - Health Insurance Premiums
  - Dental Insurance Premiums
  - Dependent Care Account
  - Medical Spending Account
  - Other Health Related Accounts**
- C. Income Protection Insurance
- D. Credit Union Withholdings
- E. 403(b) Tax Sheltered Annuity
- F. Other areas at the discretion of the Superintendent

13.2 Any teacher who elects to join the Association, may sign and deliver to the Board an assignment authorizing payroll deductions in substantially equal installments for such dues. The Boards agree to deduct from the salaries of its teachers dues as said teachers individually and voluntarily authorize the Boards to deduct. Such authorization shall continue in effect from year to year unless revoked in writing



between June 1 to June 15 of any year. Pursuant to such authorization, the Boards will deduct membership dues in substantially equal installments over a twelve (12) month period beginning with the first paycheck in September or the first paycheck following a new member enrollment in the Association and transmit the moneys deducted, and a record of the deductions to the treasurers of the Associations. The Boards also agree to continue to administer any other payroll deductions currently in existence and pursuant to Article 13.1. **[SHOULD REFLECT FAIR SHARE???**

13.3 Teachers shall be paid according to the salary schedule in Appendix A. Any teacher who advances from the maximum step on the BA column to the BA+15 column or from the maximum step on the BA+15 column to the BA+30 column shall only advance one vertical step on the respective BA+15, or BA+30 column. Teachers who are 'off-step' and who earn the appropriate credits for column advancement, move to the first step of the new column that results in a raise. If there is no available step for (i.e. if the teacher remains 'off-step'), the teacher receives the raise described in Appendix A. If a teacher who is 'off-step' advances to a column to which there is no step which gives a raise, that teacher remains 'off-step' until such a time as the teacher can move to a column which gives a raise. The teacher receives the appropriate 'off-step' raise.

13.4 All Behind-the-Wheel Driver's Education instruction **outside the duty day** will be compensated at the hourly driving rate contained in the co-curricular salary schedule.

13.5 Teachers shall be paid by electronic deposit every other Thursday for a total of twenty-six (26) equal pay periods.

13.6 Teacher initiated changes in individual contract deductions and amounts will be granted only between the issuance of individual contracts and November 1 immediately following. This shall not apply to contracts signed after November 1 of the school year, or to changes in the number of a teacher's dependents.

13.7 Each teacher shall be entitled to advance payment of tuition **for credit-bearing courses** up to the dollar value of the current year's rate of three (3) University of Vermont credits or six (6) credits if enrolled in either an advanced degree program beyond bachelor's, or a C.A.S. program. If the teacher attends another institution, the teacher will be entitled to advance payment for however many credits may be purchased with this dollar amount.

a. The approval of the superintendent, or his/her designee, shall be obtained prior to enrolling in courses offering:

1. Credit(s) earned at an accredited college or university;
2. Credit(s) for recertification;
3. Credit(s) earned for courses, workshops, professional development programs, or other educational activities that are related to a teacher's field of teaching;
4. Credit(s) required by the administration.

b. Payment shall be for the actual cost but the maximum amount shall not exceed the resident fee charged by the University of Vermont at the time the course was taken.

c. Advance payment of tuition costs shall be provided to a teacher for courses taken during the fall, spring and summer semesters. Said payment shall be transmitted to the teacher no later than five (5) school days after the Board meeting at which the payment warrant is approved.

d. Reimbursement shall be provided when the teacher submits proof of satisfactory completion

of the course work. Said proof must be provided by February 1 for courses taken in the fall semester, June 15 for courses taken in the spring semester, and October 1 for courses taken in the summer semester. Failure to provide said proof shall result in deductions being made from the teacher's salary in an amount equal to any advance payments received by the teacher.

e. The teacher receiving reimbursement for course(s) commencing and taken during the second half of the school year or during the following summer shall return to the school system to teach during the school year next following. A teacher who does not return will be expected to reimburse the district or supervisory union for the costs of the courses. If a teacher fails to return to the district or supervisory union after receiving payment for a course ~~or workshop~~ taken during the spring or summer of the previous school year the teacher shall be liable to the district or supervisory union for the full amount of any payments received from the district or supervisory union in connection with such courses. However, a teacher who fails to return to the district or supervisory union due to a RIF shall not be liable to the district or supervisory union for any such payments received.

f. Upon the recommendation of the superintendent, the Board, at its discretion, may approve the payment of the actual tuition costs ~~and associated expenses~~ above the UVM rate for a course ~~or workshop~~.

13.8 When mutually agreed upon by teacher(s) and administration, many activities such as planning, curriculum and/or scheduling may be done outside of the regular school day or year. Teacher compensation will be at the rate of one hundred dollars (\$100.00) per seven (7) hour day.

13.9 The School District or supervisory union will set up and maintain an Internal Revenue Code Section 125 Plan (Flexible Spending Account) in which employees may choose from a menu of benefits that includes but is not limited to the following selections:

Accident or health coverage, including health care flexible spending or reimbursement accounts.

Short and long term disability.

Accidental death and dismemberment coverage.

Child dependent care assistance under IRC Sec. 129, including childcare spending or reimbursement accounts.

13.10 Teachers will be compensated at the current IRS mileage rate whenever they use their automobiles during the school day to conduct official school business which has been specifically authorized and approved by the administration.

Teachers who regularly travel between schools within the Supervisory Union as part of their normal teaching assignment shall receive a one hundred (\$100) dollar per year mileage stipend in lieu of the aforementioned mileage reimbursement rate.

## **ARTICLE 14: RETIREMENT**

14.1 ~~For each teacher with over 100 days of accumulated sick leave, the Board shall, upon the teacher's retirement in accordance with Vermont statutes, pay severance pay at the rate of fifteen~~

~~dollars (\$15.00) per day of accumulated sick leave, up to one hundred sixty (160) days. Teachers must announce their retirement at the time of contract renewal in order to receive this benefit unless there are extenuating circumstances. An employee who retires shall receive the amount of fifteen dollars (\$15) per day of severance pay for accumulated unused sick leave up to a maximum of ninety (90) days.~~

14.2 In any given school year **the Board or Boards** may, at their option, design and publicize a retirement incentive for teachers. The terms and conditions of the incentive are entirely up to the Board(s) as long as the same incentive is made equally available to every qualifying teacher. Offering a retirement incentive in one year does not obligate the Board(s) to offer the same or a different incentive in any other year.

#### **ARTICLE 15: ACCUMULATED SICK LEAVE**

15.1 Sick leave will be provided for a teacher's personal illness and physical disability or pregnancy as provided in this Article. When a disability can be foreseen, as in the case of **a planned medical procedure elective surgery**, the teacher shall notify the Principal of the expected commencement date of the sick leave as soon as this date is determinable. The Superintendent may request a medical certification to verify any illness or disability.

15.2 Sick leave may be accumulated from year to year to a maximum of **ninety (90) ~~one hundred sixty (160)~~** days. A teacher may accumulate these days at the rate of fifteen (15) days per year. Sick leave may be used for a teacher to attend to illnesses of a member of the teacher's immediate family as family is defined by FMLA/PFLA. Exceptions to this policy may be granted by the School Board for extenuating circumstances. Any unused sick days over **160 ninety (90)** at the end of the school year shall be automatically donated to the Sick Leave Bank for each school building where the teacher works.

15.3 Each teacher shall be required to **provide notice using established procedures fill out a form** indicating the day(s) of sick leave used.

15.4 Use of sick leave shall be for bona fide illness, treatment of a medical condition, or to attend medical appointments.

15.5 A teacher who has exhausted sick leave may be granted a medical leave of absence of up to one (1) year for extended illness. A teacher on medical leave of absence will continue to receive term life insurance and may continue in the group medical and dental plans pursuant to COBRA. The District or supervisory union may require appropriate medical documentation before approving the leave.

15.6 The School Board shall abide by the Vermont Parental and Family Leave Act (16 VSA Subchapter 4a) with regard to all leaves provided by this Agreement.

15.7 On an annual basis, a teacher may donate sick leave days to a sick leave pool. Any teacher may request the use of days from this pool under the conditions noted herein. Such requests will be submitted, in writing, to the Superintendent who shall have the discretion to grant or deny such

requests. Use of these days must be consistent with the following provisions.

A. The teacher must be suffering from a serious illness or disability. These days may not be used for any other purpose, including by way of example but not limitation, extending a normal pregnancy leave, elective procedures or the illness of a family member.

B. The recipient(s) must have exhausted all personal sick leave.

C. Recipients may use no more than a total of 40 days during any school year.

D. The recipient must provide a doctor's certificate indicating the nature of the serious illness or disability as well as the date the teacher is expected to return to work. At the option of the Superintendent, a second opinion may be required. If a second opinion is requested, the Superintendent and the Association will work together to identify the doctor who will provide the second opinion.

15.8 Teachers leaving employment in the Barre Schools prior to completing the school year will be awarded a reduced portion of the 15 sick days which will be pro-rated to the number of school days actually worked that year.

#### **ARTICLE 16: PARENTAL LEAVE**

16.1 A parental leave of absence shall be granted to any teacher, upon written request to the Superintendent. Such leave shall be limited to one year's duration. Teachers may return at a time that is agreed upon by both teacher and administrator subject to the approval of the Superintendent. Such leave shall be for the purpose of child adoption and/or child rearing of an infant child (up to two years of age). A parental leave will be granted for the purpose of adoption up to a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption. The applying teacher will provide a physician's statement certifying pregnancy, a copy of the birth certificate of the child born, or a letter from the appropriate court or agency indicating that an adoption is pending, whichever is applicable.

16.2 All benefits shall be returned to the teacher upon his/her resuming service in the school district or supervisory union, except as such benefits are modified by the agreement in force on the date of return. Teachers on such leave may remain in the group insurance plan(s) if the teacher pays all premiums due prior to the date the school district or supervisory union payment is made. This provision shall be subject to the regulations of the carrier.

16.3 The teacher on parental leave shall return to the same position held at the time when the leave was taken, if said position exists. If said position does not exist, the teacher on leave retains his/her rights under Article 5 of this contract.

## **ARTICLE 17: PERSONAL LEAVE**

17.1 Each year teachers shall be granted by the Board three (3) days of personal leave without loss of pay to allow a teacher to conduct personal, business, legal, or family matters which cannot reasonably be accomplished outside of school hours. In the event a teacher does not use all three (3) personal days in one school year, the remaining days will be awarded to the teacher as sick days and be added to the sick days the teacher has accumulated thus far.

Included within the intended purposes of personal leave could be court appearances, legal conferences, personal business transactions, attendance at funerals not covered under a bereavement leave, attendance at weddings, graduations, etc. Personal leave is not intended to be used for pleasure, recreation, shopping, to accompany a spouse on a business trip, or solely to extend a weekend or vacation. Personal leave shall not be used for income producing activities or for personal monetary gain. Personal leave may not be used during parent conference days or in-service days without the prior approval of the ~~Superintendent~~ **Principal**. Except in extenuating circumstances, personal leave may not be used to extend vacations, holidays, or weekends.

A teacher shall submit the personal leave request form to the building principal or his/her designee at least forty-eight (48) hours in advance, except in case of emergency. A teacher shall not be required or requested to provide any more detailed reason than the general category of the leave, i.e., personal, business, legal, or family. A teacher may provide information on the reason for personal leave requested for the workday immediately before or after a vacation, holiday, or weekend.

In emergency cases, more than three (3) days may be granted by the Board. Except for extenuating circumstances, all requests for use of personal leave require prior notification and approval of an administrator.

17.2 Up to five (5) additional days will be granted in the event of death of any of the following: the teacher's spouse, children, parents, grandparents, siblings, step-children, step-parents, in-laws, step siblings, or persons considered a member of the immediate family residing within the household.

17.3 A teacher called for jury duty shall be excused from work as found necessary by the court. However, the teacher must inform the appropriate administrator as soon as notice from the court is received and shall verify the dates of actual jury duty. If a teacher is either released by the court before their hours of employment are over or able to report to work before court duty is required, the teacher is required to report to work. Compensation for each day of jury duty will be at the teacher's regular daily rate less the amount paid by the court.

## **ARTICLE 18: SABBATICAL LEAVE /PROFESSIONAL LEAVE**

18.1 Sabbatical leave may be granted to a teacher by the Board for study or other reasons of value to the school system, subject to the following:

A. Unless otherwise agreed, if there are sufficient qualified applicants and a Board elects to

approve a sabbatical, the Board may limit sabbatical leave to a maximum of one (1) teacher per school per year. A Board's decision to approve or disapprove a sabbatical request will not set a precedent and may not be grieved.

B. Requests for sabbatical leave must be received by the superintendent, in writing, in such form as may be mutually agreed upon by the Association and the superintendent no later than December 1; and action must be taken on all such requests no later than January 1 of the school year preceding the school year for which the sabbatical leave is sought.

C. To be eligible for sabbatical leave a teacher must have completed at least five (5) full school years of service with the district or supervisory union. A teacher who has received sabbatical leave must teach for 5 years following the sabbatical leave before applying for another sabbatical leave.

D. A teacher on sabbatical leave for a full school year shall be paid by the Board at the rate of sixty percent (60%) of the salary rate which he/she would have received if he/she had remained on active duty. A teacher on sabbatical leave for ½ of a school year shall be paid one hundred (100%) percent of salary for the sabbatical period.

E. Teachers on approved sabbatical leave shall be eligible to continue in all benefit programs they participated in while actively employed, subject to the rules and regulations of the group insurance carrier and further subject to payment by the teacher of any negotiated teacher contribution to the cost of the benefits elected.

F. Upon return from sabbatical leave, the teacher will be reinstated to his/her former position, if said position exists, or if it does not, to a substantially equivalent position. If said position does not exist, the teacher on leave retains his/her rights under Article 5 of this agreement.

G. A teacher who receives a one year sabbatical leave shall agree to return to teach for two (2) full school years after the sabbatical ends. A teacher who receives a half-year sabbatical shall agree to return to teach for one (1) full year after the sabbatical ends. A teacher who fails to complete this commitment without the authorization of the Board, except in the case of RIF or disabling illness or injury, will return to the Board in whole the sabbatical sums advanced and will be liable to the Board for all costs of collection including reasonable attorney fees, plus interest from the date of failure to return to work to the date of payment at the highest prime rate of interest charged by any bank in Barre, Vermont on such date of termination.

18.2 A teacher hired to take the place of a teacher on sabbatical leave will work under replacement teacher terms.

18.3 A teacher on ~~sabbatical professional~~ leave shall retain the following "benefits" as long as he/she upholds the commitment for which leave was granted, unless the commitment is broken due to severe extenuating circumstances:

A. The teacher may continue in the group medical plan as long as the teacher makes the regular

teacher contributions to premium cost. In the event a teacher fails to return from leave, he/she shall reimburse the district or supervisory union for payments made by the district or supervisory union for medical insurance during the period of such leave. Reimbursement is to be made to the School District or supervisory union within thirty (30) days of the notice that the individual will not be returning to work. The Association will not be liable for recovering medical insurance reimbursements.

B. Retirement contributions, if paid by the teacher.

C. Sick days accumulated at the time the leave commenced.

D. Course reimbursement as otherwise provided for in this contract.

E. Term life insurance.

F. The teacher may continue in the group dental plan subject to the provisions of COBRA.

Furthermore, a teacher on leave under the provisions of Section 18.1 shall not lose any salary increment or step advancement which accrues to a teacher not on leave as long as the provisions of 18.1 are met.

#### **ARTICLE 19: PROFESSIONAL DAYS**

19.1 Each teacher may, with prior approval of the Superintendent, have short-term professional leave for the purpose of visiting other schools and/or attending conferences.

19.2 All teachers on short-term professional leave in accordance with 19.1, shall be reimbursed for round-trip mileage at the Internal Revenue Service (IRS) rate per mile. The food/incidental reimbursement rate for teachers on professional days shall be forty dollars (\$40.00) per day or the actual costs, whichever is less. If overnight lodging is required for approved professional days, the District or supervisory union will pay the entire cost. All  ~~vouchers detailed receipts as well as a certificate of attendance~~ must be presented before reimbursement is made.

#### **ARTICLE 20: TEACHER EVALUATION**

20.1 All monitoring and/or observation of the work performance of teachers shall be conducted openly. The use of public address, audio, video systems, or similar surveillance devices for eavesdropping shall be strictly prohibited. ~~Videotaping within the classroom shall be by teacher permission only.~~

If an administrator overhears or observes an incident of concern, the incident shall be discussed with the teacher in a timely manner. If the issue of concern has been discussed previously, it is appropriate to add the issue to the teacher's evaluation or staff development plan.

If a teacher violates the contract, the violation shall be discussed with the teacher. The teacher shall be warned and a written reprimand shall be placed in his/her file if the problem persists.

20.2 Teachers will be given a copy of any written observation report prepared by an administrator within 3 days of any class visit, and will be entitled to a conference to discuss said report. This may be done electronically through TeachPoint or similar means.

20.3 Teachers will have the right, upon request and subject to reasonable rules of procedure as set forth by the Superintendent, to review the content of their personnel files, and to receive a copy of any documents contained therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review. A teacher will have the right to indicate those documents and/or other materials in his/her files that he/she believes to be obsolete or otherwise inappropriate for retention. Such documents will be reviewed by an appropriate member of the office of the Superintendent or Principal, and if the reviewing administrator agrees, they will be destroyed. However, in all cases, the decision of the Superintendent or his/her designated agent shall be final.

20.4 Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it will not establish separate confidential files except as required by law.

20.5 Criticism or complaints regarding the performance or conduct of a teacher that come to the attention of an administrator shall be communicated promptly to the teacher. If action is taken by the Administration which is based on the criticism or complaint, the administrative memorandum and the attendant documents including original complaint(s) shall be included in the file. Criticism or complaints which do not result in administrative action shall not be referenced in the personnel file. If materials are placed in the teacher's file, the teacher shall sign the file copy and have the opportunity to file a written reply.

20.6 The official personnel file shall be maintained in the Superintendent's Office. For convenience a copy of the teacher's personnel file may also be maintained in the Principal's Office. Provisions of this Article shall apply to both the official personnel files maintained in the Superintendent's Office and the copy of the personnel file maintained in the Principal's Office.

## **ARTICLE 21: GENERAL PROVISIONS**

21.1 Any contract between the Board and an individual teacher hereafter executed shall be consistent with, and not in conflict with the terms and conditions of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract during its duration shall be controlling.

21.2 The Board agrees that in its practices, procedures and policies there shall be no discrimination against any applicant or employee by reason of race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, place of birth, marital status, domicile, political affiliation or age, or against a qualified disabled individual.



21.3 Copies of this Contract will be distributed electronically as soon after ratification as is feasible, and presented to all teachers now employed or hereafter employed by the school districts or supervisory union. The Contract will also be available on the supervisory union website.

21.4 This Agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the parties in written and signed amendment to this Agreement.

#### **ARTICLE 22: SEVERABILITY**

22.1 If any provision of this Agreement is, or shall be held to be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

22.2 In the event that any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, all other provisions of the Agreement shall continue in effect.

#### **ARTICLE 23: DURATION**

23.1 The provisions of this Agreement will be effective as of July 1, 2015 and will continue and remain in full force and effect until June 30, 2017. This Agreement will automatically be renewed, and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than November 1, prior to the expiration date or any anniversary thereof, of its desire to reopen this Agreement, and to negotiate upon terms of a successor Agreement. Until such time as a successor agreement is adopted, all provisions of this agreement will remain in effect.

#### **ARTICLE 24: SUB-CONTRACTING**

Subcontracting will not be allowed except in the following circumstances:

A. Services currently performed by Washington County Mental Health or similar services provided by another vendor may be contracted out.

B. After school and evening programs (as opposed to extra-curricular activities set forth in the Master Agreement) may be contracted out.

C. Services that are strictly supplemental to existing programs covered by the contract may be contracted out. However, district or supervisory union programs and services that exist by virtue of being offered to students currently or by their inclusion in a Program of Studies, or the expansion of said programs (e.g., AP French), shall constitute bargaining unit work and shall not

be contracted out, except in cases where (1) there is not a licensed and qualified teacher available on staff to teach the course and the district or supervisory union, after a good faith effort, is unable to recruit a licensed and qualified person to teach the offering; or (2) there is insufficient enrollment (fewer than 6 students, unless a greater number is agreed to by the Association).

D. Education services other than those listed above shall be discussed on an as needed basis, but with the express understanding that neither side is obligated to reach an agreement, and such discussions are outside the scope of statutory impasse proceedings.

E. Drivers Education services may be contracted out during the summer recess.

F. Based on the needs and interests of students, and in order to facilitate multiple pathways to learning and personal learning plans, on-line courses are permitted for credit recovery, when a student cannot fit a desired course into their schedule due to conflicts or time available or when the course is not offered that semester.

**G. As part of the implementation of statutory educational requirements [i.e.; Act 77 (Flexible Pathways), Act 166 (Universal PreK), etc.]**

Barre Town Board of School Commissioners

by \_\_\_\_\_

Date \_\_\_\_\_

School Board Chair

Barre City Board of School Commissioners

by \_\_\_\_\_

Date \_\_\_\_\_

School Board Chair

Spaulding High School Union District

by \_\_\_\_\_

Date \_\_\_\_\_

School Board Chair

Barre Supervisory Union

by \_\_\_\_\_

Date \_\_\_\_\_

School Board Chair

Barre Town Education Association

by \_\_\_\_\_

Date \_\_\_\_\_

Association President

Barre Education Association

by \_\_\_\_\_

Date \_\_\_\_\_

Association President

**Appendix A: Salaries**

**SU#61 2015-2016 Salary Schedule**

INDEX						
HINDEX	0.05	VINDEX	0.0425	Add to Top Step	0.01	
Step	BA	BA15	BA30	MA	MA15	MA30
1	1.000	1.050	1.100	1.150	1.200	1.250
2	1.043	1.093	1.143	1.193	1.243	1.293
3	1.085	1.135	1.185	1.235	1.285	1.335
4	1.128	1.178	1.228	1.278	1.328	1.378
5	1.170	1.220	1.270	1.320	1.370	1.420
6		1.263	1.313	1.363	1.413	1.463
7		1.305	1.355	1.405	1.455	1.505
8		1.348	1.398	1.448	1.498	1.548
9		1.390	1.440	1.490	1.540	1.590
10		1.433	1.483	1.533	1.583	1.633
11			1.525	1.575	1.625	1.675
12			1.568	1.618	1.668	1.718
13	1.620		1.670	1.720	1.770	
Step	BA	BA15	BA30	MA	MA15	MA30
1	\$36,448	\$38,270	\$40,092	\$41,915	\$43,737	\$45,560

2	\$37,997	\$39,819	\$41,641	\$43,464	\$45,286	\$47,109
3	\$39,546	\$41,368	\$43,190	\$45,013	\$46,835	\$48,658
4	\$41,095	\$42,917	\$44,740	\$46,562	\$48,384	\$50,207
5	\$42,644	\$44,466	\$46,289	\$48,111	\$49,933	\$51,756
6		\$46,015	\$47,838	\$49,660	\$51,482	\$53,305
7		\$47,564	\$49,387	\$51,209	\$53,031	\$54,854
8		\$49,113	\$50,936	\$52,758	\$54,580	\$56,403
9		\$50,662	\$52,485	\$54,307	\$56,129	\$57,952
10		\$52,211	\$54,034	\$55,856	\$57,678	\$59,501
11			\$55,583	\$57,405	\$59,227	\$61,050
12			\$57,132	\$58,954	\$60,776	\$62,599
13			\$59,045	\$60,868	\$62,690	\$64,512

1. Eligible teachers advance one step from 2014-2015 step. Teachers eligible to move a column advance one column and one step, if available, except as provided in Article 13.3.
2. Teachers 'off step' in 2014-2015 remain 'off step' in 2015-2016 and receive a 2.00% raise. This new salary becomes the teacher's salary for future salary calculations.
3. New teachers are placed on a column and step appropriate for their education and experience (YOE + 1 if the step is available, the top step of the column if it is not.)

**SU#61 2016-2017 Salary Schedule**

INDEX						
HINDEX	0.05	VINDEX	0.0425	Add to Top Step	0.01	
Step	BA	BA15	BA30	MA	MA15	MA30
1	1.000	1.050	1.100	1.150	1.200	1.250
2	1.043	1.093	1.143	1.193	1.243	1.293
3	1.085	1.135	1.185	1.235	1.285	1.335
4	1.128	1.178	1.228	1.278	1.328	1.378
5	1.170	1.220	1.270	1.320	1.370	1.420
6		1.263	1.313	1.363	1.413	1.463
7		1.305	1.355	1.405	1.455	1.505
8		1.348	1.398	1.448	1.498	1.548
9		1.390	1.440	1.490	1.540	1.590
10		1.433	1.483	1.533	1.583	1.633
11				1.525	1.575	1.625
12			1.568	1.618	1.668	1.718
13			1.620	1.670	1.720	1.770
<b>Salary Values</b>						
Step	BA	BA15	BA30	MA	MA15	MA30
1	\$37,395	\$39,265	\$41,135	\$43,005	\$44,874	\$46,744
2	\$38,985	\$40,854	\$42,724	\$44,594	\$46,464	\$48,333
3	\$40,574	\$42,444	\$44,313	\$46,183	\$48,053	\$49,923
4	\$42,163	\$44,033	\$45,903	\$47,772	\$49,642	\$51,512

5	\$43,753	\$45,622	\$47,492	\$49,362	\$51,232	\$53,101
6		\$47,212	\$49,081	\$50,951	\$52,821	\$54,691
7		\$48,801	\$50,671	\$52,540	\$54,410	\$56,280
8		\$50,390	\$52,260	\$54,130	\$55,999	\$57,869
9		\$51,979	\$53,849	\$55,719	\$57,589	\$59,459
10		\$53,569	\$55,439	\$57,308	\$59,178	\$61,048
11			\$57,028	\$58,898	\$60,767	\$62,637
12			\$58,617	\$60,487	\$62,357	\$64,226
13			\$60,580	\$62,450	\$64,320	\$66,190

1. Eligible teachers advance one step from 2015-2016 step. Teachers eligible to move a column advance one column and one step, if available, except as provided in Article 13.3.
2. Teachers 'off step' in 2015-2016 remain 'off step' in 2016-2017 and receive a 2.33% raise. This new salary becomes the teacher's salary for future salary calculations.
3. New teachers are placed on a column and step appropriate for their education and experience (YOE + 1 if the step is available, the top step of the column if it is not.)

## **Appendix B: Co-Curricular Compensation**

- High School Department Heads will be compensated as follows:

% of base salary for each contract year

Supervising ten (10) or under	7.00%
Supervising eleven (11) or over	10.00%
Fine Arts Department, K-12	11.00%

Department heads who supervise more than one budget will be paid a \$500 stipend until there is an approved reorganization plan that equalizes the responsibilities and conditions of department head work. If no such plan is agreed to, the stipend continues each year of the contract.

- Driver's Education: \$35.00 per hour for driving lessons and observation time before, during and after-school or on weekends, vacations or during summer recess for the term of this Agreement.
- Teachers who achieve and maintain National Board Certification will receive an annual bonus of \$1000. This bonus will be paid retroactively for teachers who are currently employed, received and maintained National Board Certification in prior years.

### 4. Athletics

Category	Stipend (percentage of base on salary schedule)	Position
1	11 - 15%	Football, Hockey, Wrestling, Basketball
2	9 - 13%	Baseball, Softball, Soccer, Field Hockey, Indoor Track, Cross Country, Lacrosse, Band (HS) Winter Cheerleading (HS)
3	8 - 12%	Middle School Basketball (MS)
4	6 - 10%	Tennis, Fall Cheerleading, all middle school sports except Basketball and Cheerleading
5	4 - 6%	Cheerleading (MS), Golf, Ultimate Frisbee

- All sports are high school unless noted as middle school (MS)
- The Superintendent or designee will approve funding for any new sport or dis-approve funding for any sport which was in existence the previous year on or before October 1.
- Coaches/advisors in their first two years in the role for an approved sport will receive the lowest percent in the stipend range. For each successive year of experience the coach/advisor will receive an additional percent until the top of the stipend range is reached.
- All assistant/JV coaches will be compensated one category lower than Varsity Coaches.



- Any new sport will start in Category 5 and remain there for the duration of the contract unless mutually agreed upon by both parties.

5. Clubs

Category	Stipend (percentage of base on salary schedule)	Position
A	8 - 12%	Drama Club (HS), Yearbook (HS), Student Council (HS), Student Council (BT),
B	6%	National Honor Society (HS), Drama Club (BT), Stage Band (HS), Yearbook (BT),
C	3%	Senior Class Advisors (HS), Math Club (HS)
D	2%	Magic Club (BC & BT), Magic the Gathering (HS), Open Studio (HS), Quidditch (HS), S.A.F.E. (HS), Key Club (HS)
E	1%	Girls Running Club (BT), Boys Running Club (BT), Chess Club (HS), Gay-Straight Alliance (HS), Geo Club (BC), HAWK (HS), Hunting and Fishing (HS), Open Gym – Basketball (HS), SADD (HS), Unified Sports (all schools), Field Hockey Club (BT), Elementary & Middle School Band (BC & BT), Chorus (BC, BT & SHS)

- The Superintendent or designee will approve funding for any new club or dis-approve funding for any club which was in existence the previous year on or before October 1.
- Advisors in their first two years in the role for an approved club in Category A will receive the lowest percent in the stipend range. For each successive year of experience the advisor will receive an additional percent until the top of the stipend range is reached.
- Any new club will start in Category E and remain there for the duration of the contract unless mutually agreed upon by both parties.