

Barre SU Teacher Negotiations
Board Proposals 11-30-2016

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.

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 **between their contract issuance and July 1st.**

10.1 **Teachers are professional employees. Teachers will meet their professional obligations and structure their workday to achieve this end.** 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.

12.1 **July 1, 2017 through December 31, 2017:** 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

Effective January 1, 2018 the District will contribute an amount of money toward the cost of health insurance premium for each full-time teacher participating in one (1) of the four (4) group health

insurance plans offered by the District through VEHI. The District's contribution to the cost of a full time teacher's health insurance premium will be as follows:

| <u>Coverage Level (Tier)</u> | <u>Monthly</u> | <u>Annual</u> |
|------------------------------|----------------|---------------|
| Family Coverage: | \$1,160.00 | \$13,920 |
| Two Person: | \$ 790.00 | \$ 9,480 |
| Parent/Child(ren) | \$ 650.00 | \$ 7,800 |
| Single | \$ 420.00 | \$ 5,040 |

An eligible teacher may select single, two-person, parent and child(ren) or family coverage under any of the available plans offered by VEHI. A teacher electing coverage under any of the VEHI Plans may apply the District's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the cost of the premium for the level of coverage selected. .

Teacher contributions to the cost of health insurance premiums will be made by payroll deduction on a pre-tax basis through a Section 125 Plan administered by the employer.

In addition to the premium contributions referenced above, the District will establish and maintain Health Reimbursement Accounts (HRA) for teachers who elect coverage under either the VEHI Gold CDHP Plan or the Silver CDHP Plan. The District will fund the HRA maintained for any full time teacher participating in either the Gold or Silver CDHP Plan to the following levels each Plan year (January 1 through December 31): single plan = \$1,000; two person, parent and children and family plans = \$2,000. Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription expenses that track towards the annual deductible of the Plan selected. Unspent funds will not rollover or accumulate from year to year, but will revert to the District. Teachers will be responsible for payment of qualified medical and prescription expenses that track towards the annual deductible only after funds in the HRA (i.e., \$1,000 or \$2,000, as applicable) are exhausted. Teachers are responsible for the payment of any coinsurance charges incurred up to the out of pocket maximums for the Plan selected.

The District's contribution toward premium costs will be pro-rated for part time teachers who are eligible to join the group health insurance plan. The District's contribution toward HRA funding will be pro-rated for teachers who either become employed or who become eligible for insurance after January 31 of any Plan Year.

The District will be responsible for the administrative costs of operating the HRA plan. Any substantive or procedural issue related to the operation or administration of the HRA Plan not specified herein is left to the discretion of the District.

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. **If the teacher is enrolled in a health plan which is eligible for an HRA contribution the amount of that contribution will be pro-rated for the four months remaining in the first calendar year of employment.**

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. **If the teacher is enrolled in a health plan which is eligible for an HRA contribution the amount of that contribution will be pro-rated for the months remaining in the first calendar year of employment.**

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, **parent and child(ren)** 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.

12.8 The school district or SU agrees to provide group disability insurance, and the Association agrees to accept any additional benefits included with the disability policy in place, to all teachers who are eligible to receive benefits under the terms of this Agreement. Disability coverage will begin after meeting the eligibility requirements for receiving benefits under the disability plan, including a ninety (90) day elimination period. Disabilities are only those medical conditions as defined as disabilities by the carrier and covered by said insurance policy. The benefit will cover sixty percent (60%) of monthly earnings up to a maximum benefit of \$6500 per month.

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.

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.

13.2 Any teacher who elects to join the Association **or be a Fair Share/Agency Fee Member**, 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. **Should federal and/or Vermont statute require employees who do not elect to become members of the Association to pay a Fair Share/Agency Fee, the Boards agree to deduct from the salaries of those teachers agency fees as said teachers individually and voluntarily authorize the Boards to deduct. Should federal and/or Vermont statute cease to require employees who do not elect to become members of the Association to pay a Fair Share/Agency Fee, the Boards agree to cease deductions of agency fees upon receipt of a written request to do so from a teacher.** The Boards also agree to continue to administer any other payroll deductions currently in existence and pursuant to Article 13.1

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~~.

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.

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.

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, such as Act 77 (Flexible Pathways) and Act 166 (Universal PreK).

APPENDIX A: Salaries

1 year agreement at 1.1% new money

APPENDIX B: Co-Curricular Compensation

TBD

**Proposal to Board by Associations
11/30/16**

As part of Appendix B

High School Department Heads will be compensated as follows:

10% of base salary for each contract year
Should the administrator deem necessary, the department head job may be shared equally by two individuals (co-department heads) at 5% of base salary for each contract year, or may designate a department head and assistant department head compensated at 7% and 3%, respectively.

~~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.~~

