

Proposal to Boards from Association  
12/14/16

Association will TA Article 24.

Association would TA Board's 13.7 and drop their own if Board would drop change to 20.1

Association Counterproposal for 10.1

**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 BTEMS, and will be 7 hours and 30 minutes for all~~ **full-time teachers at SHS/CVCC. The work day will include 45 minutes prior to the start of regular classes for the purpose of collaboration and meetings. Teachers will have a minimum of 40 minutes planning time each day and no more than two additional duties each week.** 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 administration.

Association Counterproposals for 12.8/14.1/15.2 (Association would be okay with either idea.)  
Counter Proposal #1

12.8 as last proposed by board.

~~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.~~ **Teachers who had more than 90 sick days as of July 1, 2017 may be reimbursed for a maximum of 160 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 ~~460~~ **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. **Teachers who had more than 90 sick days as of July 1, 2017 may accumulate to 160 days, provided they do not fall below 90 sick days at any time after 7/1/17.**

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 Barre 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-C.~~ 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.

**OR**

### **Counter Proposal 2**

12.8 as last proposed by board.

~~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. **Teachers who had more than 90 sick days as of July 1, 2017 will be paid \$15 per day for the days in excess of 90 at the time this agreement is ratified.**

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 Barre 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-C.~~ 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.

Association Counterproposal, 17.1: Personal Days (language proposed by boards to paraeducators)

17.1 (Strike previous clause) **In addition to sick leave, a teacher may be granted up to three (3) days paid personal leave for business, legal, family, or emergency matters which cannot reasonably be accomplished outside of school hours. Included within these categories could be court appearances, legal conferences, business transactions, attendance at funerals not covered by bereavement leave, weddings, and graduations. This leave is not intended to be used to accompany a spouse or partner on a business, pleasure, or shopping trip or to extend a vacation or weekend. A teacher shall submit the personal leave request to the superintendent at least forty-eight (48) hours in advance, except in the case of emergency. In the event a teacher does not use all their personal leave 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.**

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 by an administrator.

Association Counterproposal, 17.2 Bereavement

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. **Up to two (2) additional days will be granted in the event of the death of an aunt, uncle, cousin, or someone who is immediate family of the spouse. Up to one additional "funeral" day per year will be granted to teachers for the purpose of attending the funeral of a person who is not a family member.**

# Comparable Data on Length of School Day

Sorted by Supervisory Union

School	Student Day (hr:min)	Teacher Day (hr:min)	District/SU
Barre City School	6:40	6:40-7	BSU
Barre Town School	6:30	6:30-7	BSU
Spaulding High School	7:30 6:43	7:30	BSU
Cambridge Elem.	6:40	8:00	LNSU
Eden Central	6:30	7:15	LNSU
Hyde Park Elem	6:55	7:15	LNSU
Johnson Elem	6:30	8:00	LNSU
Lamoille Union High	7:04	7:30	LNSU
Lamoille Union Middle	7:04	7:30	LNSU
Waterville Elem	6:30	7:15	LNSU
Craftsbury Schools (OSSU)	6:40	7:45	OSSU
Hardwick Elementary (OSSU)	6:40	7:45	OSSU
Hazen Union School (OSSU)	6:40	7:40	OSSU
Lakeview Union School (OSSU)	6:40	7:45	OSSU
Wolcott Elementary School (OSSU)	6:40	7:45	OSSU
Woodbury Elementary School (OSSU)	6:40	7:45	OSSU
Northfield Elementary School	6:30	7:30	WSSU
Northfield Middle/High School	6:40	7:30	WSSU
Roxbury Village School	6:30	7:30	WSSU
Crossett Brook Middle School	6:10	6:40	WWSU
Fayston Elementary School	6:45	7:15	WWSU
Harwood Union High School	6:46	7:15	WWSU
Moretown Elementary School	7:40	8:10	WWSU
Thatcher Brook Primary School	7:00	7:30	WWSU
Waitsfield Elementary School	6:45	7:15	WWSU
Warren Elementary School	7:00	7:30	WWSU

7/20/2017

## Planning Time

District	Elementary School Level	Middle School Level	High School Level
Montpelier	Five 40 minute preparation periods	Five 40 minute preparation periods	Five 40 minute preparation periods
U-32/E.Montpelier/ Rumney/Middlesex/ Worcester/Calais (Washington Central)	<p>Minimum of at least 30 continuous minutes of preparation time during the regular student day.</p> <p>The building administrator may approve additional preparation time for a teacher as circumstances permit.</p>	<p>Each full time teacher at U-32 shall be provided 10% to 18% of their time for individual preparation time per five day work cycle.</p> <p>Teachers in a formal co-teaching arrangement shall have a minimum of 45 minutes per week of common preparation time within the allotted minutes defined above.</p>	<p>Each full time teacher at U-32 shall be provided 10% to 18% of their time for individual preparation time per five day work cycle.</p> <p>Teachers in a formal co-teaching arrangement shall have a minimum of 45 minutes per week of common preparation time within the allotted minutes defined above.</p>
Twinfield/Cabot (Washington Northeast)	<p>No less than 40 minutes per day</p> <p>45 minute common planning time included in 7.5 hour work day without students..</p>	<p>No less than 40 minutes per day</p> <p>45 minute common planning time included in 7.5 hour work day without students..</p>	<p>No less than 40 minutes per day</p> <p>45 minute common planning time included in 7.5 hour work day without students..</p>
Williamstown/Washington Village/Orange (Orange North Supervisory)	<p>Each block of planning/preparation/team time will be a minimum of one continuous class period.</p> <p>No less than 30 minutes/ no more than 1 hour</p>	<p>Each block of planning/preparation/team time will be a minimum of one continuous class period.</p> <p>No less than 30 minutes/ no more than 1 hour</p>	<p>Each block of planning/preparation/team time will be a minimum of one continuous class period</p> <p>No less than 30 minutes/ no more than 1 hour</p>
Northfield/Roxbury (Washington South Supervisory)	400 minutes per five day work week, at least 40 min. per day	400 minutes per five day work week, at least 40 min per day	400 minutes per five day work week, at least 40 min per day
Hardwood (Washington West Supervisory)	<p>Guaranteed planning time of 4 hours a week.</p> <p>No more than 60 minutes of non-teaching duties per week</p>	<p>At least 4 hours of planning per week</p> <p>No more than 100 minutes of non-teaching duties per week</p>	<p>No more than 256 minutes per day of classes/duties, the rest used for planning</p>

District	Days	Specifications	Special exceptions
Montpelier	4	The specified reason does not need to be divulged to the building principal or Superintendent unless requesting to use it following a vacation.	1 can be used prior to vacation; no hours in advance notice.
U-32/E.Montpelier/Rumney/Middlesex/Worcester/Calais (Washington Central)	3	For personal, legal, business, religious, household or family matters ... Prior notice 24 hours in advance to principal, cannot be accomplished outside of the normal teaching day, not to be used for vacation purposes (extending vacations, accommodating travel plans, and the like)	Must provide reason for personal leave when requesting immediately before or after vacation.
Twinfield/Cabot (Washington Northeast)	5	To be used for "Personal necessity" - cannot extend vacation or holidays, not to be used as additional sick leave or vacation time, or accumulative.	The admin has right to limit the total number of leaves on a day.
Williamstown/Washington Village/Orange (Orange North Supervisory)	3	Notify building principal 24 hours in advance, not cumulative but unused days at the end of the year convert over to sick days; used for legal, business, household or family matters which cannot be otherwise scheduled during school hours; not used solely to extend a vacation or holiday, and not used for social affairs, pleasure trips or recreation;	Only required to divulge reasons only when it is requested immediately before or after a vacation, or holiday.
Northfield/Roxbury (Washington South Supervisory)	3	Same language as Washington Central	Same as Washington Central except... unused personal days will be carried over and added to teachers personal leave in future school years - maximum of 5 days accumulated at one time
Harwood (Washington West Supervisory)	3	Personal business or emergency situation - the conduct of personal business is at the discretion of the individual teacher; specific reasons for personal leave shall not be required of the teacher. Teachers will notify building administrator 48 hours in advance notice, except in emergency situations;	Emergency days (beyond the 3) with or without pay may be approved by the building administrator. Teachers will be paid for up to 3 days not used at the rate of pay consistent with the daily wage paid to a substitute teacher.

Association

## Bereavement Language

District	Days	Specifications	Special exceptions
Montpelier	5	Spouse, civil union partner, guardian, child, parent, in-law, sibling or their spouse, or person within the same residence. Up to 2 days granted for a relative not in "immediate family"	One "funeral" day not from personal day for family or friend not covered by bereavement.
U-32/E.Montpelier/Rumney/Middlesex/Worcester/Calais (Washington Central)	5	Death in immediate family is 5 days, One day for aunts, uncles, niece, nephew, cousins, step-siblings	2 additional days may be granted for travel. Superintendent has discretion for non-family funerals.
Twinfield/Cabot (Washington Northeast)	5	Death of a teacher's family or immediate household (any member of family, specify name and relationship.)	
Williamstown/Washington Village/Orange (Orange North Supervisory)	5	Family or household, family not defined.	
Northfield/Roxbury (Washington South Supervisory)	5	Immediate family: spouse, civil union partner, guardian, child, parent, in-law, sibling or their spouse, or person within the same residence.	
Harwood (Washington West Supervisory)	5	Spouse, civil union partner, guardian, child, parent, in-law, sibling or their spouse, or person within the same residence.	Additional days may be granted by the building administrator upon the request of the teacher.

# ASSOCIATION

<b>Spaulding</b>	<b>7% of base for depts 10 or under (all departments except Special Ed)</b> \$2,617. 65
<b>U-32</b>	\$3850 + 281 for each person in dept + an additional 20 dollars for each new person. (Ex: for Spaulding Math dept this is \$6,379)
<b>Harwood</b>	\$1,498 + \$411 for each teacher supervised (Ex: for Spaulding Math Dept this is \$5,608) (data from agreement expiring 2016)



2014 ASSOCIATION

## VEHI Active Members

EXPENSE BAND	PERCENT OF MEMBERS
NO CLAIMS	8%
\$0.01-\$1499	43%
\$1500-\$1799	4%
\$1800-\$2499	8%
\$2500-\$3999	10%
\$4000+	28%

ASSOCIATION

Person A and Person B both take single plans. Person B is healthy and has no out of pocket costs (as is true for 8% of all VEHI enrollees)

	Person A	Person B	Average Person
2016-2017 Premiums	1805.79	1805.79	1805.79
2016-2017 Out of Pocket Costs	\$245	\$0	\$300 total claims, OOP costs unavailable
2017-2018 Premiums under board proposal	\$1530.85	\$1530.85	\$1530.85
2017-2018 out of pocket costs under board proposal	\$2,500 - \$500 for half year HRA = \$2000	\$0	\$300 (total claims, not copays)- \$500 = 0
Change:	\$1530.85	-274.94	-274.94

**Barre SU Teacher Negotiations**  
**Board Proposals 12-14-2016**

**Package Proposal for Health Insurance (12.1, 12.5, 12.6):**

**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:**

<b><u>Coverage Level (Tier)</u></b>	<b><u>Monthly</u></b>	<b><u>Annual</u></b>
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.

**Package Proposal on LTD/Sick Leave (12.8, 14.1, 15.2, 15.5, 15.7):**

**12.8** The school district or SU agrees to provide group long term disability ("LTD") 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. A teacher experiencing a long term illness or disability shall make a timely application for benefits under the LTD Plan. A teacher who qualifies for benefits under the LTD Plan may use accrued sick leave to make up the difference between the amount paid by the insurance carrier and the teacher's regular base salary, but may not draw leave from the sick leave bank for this purpose.

**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 one-hundred (100) days.~~

**15.2** Teachers who have between one-hundred (100) and one hundred sixty (160) days of accumulated sick leave as of June 30, 2017 will be allowed to maintain the number of accumulated days they have as of June 30, 2017. For all other teachers, sick leave may be accumulated from year to year to a maximum of one-hundred (100) ~~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~~ the allowable maximum at the end of the school year shall be automatically donated to the Sick Leave Bank for each school building where the teacher works.

**15.5** A teacher who has exhausted sick leave may be granted an unpaid medical leave of absence of up to one (1) year for extended illness that does not qualify for LTD insurance. A teacher on an unpaid medical leave of absence will continue to receive term life insurance and may continue in the group medical and dental plans pursuant to COBRA. A teacher who is eligible to continue in the group medical and/or dental plan shall, unless otherwise provided by law, pay the full cost of premium for the health and/or dental insurance plan selected in accordance with a payment schedule provided by the District. The District or supervisory union may require appropriate medical documentation before approving the leave.

**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, **except in the following case:**

- **A teacher experiencing a long term illness or disability shall make a timely application for benefits under the LTD Plan, and may draw sick leave from the bank as necessary only to meet the elimination period under the LTD Plan.**

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.

**Package Proposal ~~(12.2, 13.10, 17.2, APP B #1):~~**

**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.

**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 fifty (\$150) ~~one hundred (\$100)~~ dollar per year mileage stipend in lieu of the aforementioned mileage reimbursement rate.**

**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. 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. The superintendent may grant additional bereavement leave at his/her discretion.**

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

1. High School Department Heads will be compensated ~~as follows:~~ at 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% base salary for each contract year, or the administrator may designate a department head and assistant department head compensated at 7% and 3%, respectively.

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

**~~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.~~**



**Individual Article Proposals:**

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, another educational 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.

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 **not be shared with non-administrative staff or the public without written permission from the teacher** ~~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

### 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.
- On an annual basis, and prior to the start of school, the Superintendent or designee and the Association shall review the placement of positions in category and make any changes as mutually agreed upon.

### 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.
- On an annual basis, and prior to the start of school, the Superintendent or designee and the Association shall review the placement of positions in category and make any changes as mutually agreed upon.



BOARD

Department Head Stipends			
	Current		All @10%
Math	\$ 2,617.65		\$ 3,739.50
Science	\$ 2,617.65		\$ 3,739.50
Eng	\$ 2,617.65		\$ 3,739.50
SS	\$ 2,617.65	\$ 500.00	\$ 3,739.50
UA	\$ 2,617.65	\$ 500.00	\$ 3,739.50
WL	\$ 2,617.65	\$ 500.00	\$ 3,739.50
SPED	\$ 3,739.50		\$ 3,739.50
	\$19,445.40	\$ 1,500.00	\$ 26,176.50
	<b>Total</b>	<b>\$ 20,945.40</b>	<b>\$ 26,176.50</b>
	<b>Increase</b>		<b>25%</b>