



# **LAMOILLE NORTH SUPERVISORY UNION CONSOLIDATED TEACHER MASTER AGREEMENT**

**between**

**The Lamoille North Supervisory Union Board, and the Boards of Directors of the  
Cambridge Town School District and Lamoille North Modified Unified Union  
School District  
and**

**The Lamoille North Unified Education Association/VT-NEA on behalf of the  
Teachers of Cambridge Town School District, Lamoille North Modified Unified  
Union School District and the Lamoille North Supervisory Union**

**July 1, 2021 – June 30, 2023**

# **BLANK BACK OF COVER PAGE**

# **LNSU Consolidated Teacher Master Agreement**

## **Table of Contents**

### *Page*

|    |  |
|----|--|
| 5  | INTRODUCTION   |
| 5  | ARTICLE I: COLLECTIVE BARGAINING                               |
| 5  | 1.1 Recognition  |
| 5  | 1.2 Management & Teacher Rights                                |
| 6  | 1.3 Negotiations   |
| 6  | 1.4 Duration   |
| 6  | 1.5 Severability   |
| 6  | 1.6 Scope of Agreement   |
| 6  | 1.7 Alignment with Board Policy                                |
| 6  | ARTICLE II: NON-DISCRIMINATION                                 |
| 7  | ARTICLE III: DEFINITIONS                                       |
| 8  | ARTICLE IV: GENERAL CONTRACT TERMS & ADMINISTRATIVE PROCEDURES |
| 8  | 4.1 Distribution of Master Agreement                           |
| 8  | 4.2 Issuance of Individual Employment Contracts                |
| 9  | 4.3 Payroll Procedures   |
| 9  | 4.4 Pro-rating of Salary & Benefits for Partial Years Worked   |
| 10 | 4.5 Resolution of Complaints about Teachers                    |
| 10 | 4.6 Miscellaneous Conditions of Employment                     |
|    | 4.6.1 Compliance with workplace health and safety laws         |
|    | 4.6.2 Liability coverage for teachers                          |
|    | 4.6.3 Teachers' use of physical restraint                      |
|    | 4.6.4 Reporting assault on teachers                            |
|    | 4.6.5 Non-participation in bomb searches                       |
|    | 4.6.6 Mileage reimbursement                                    |
| 10 | 4.7 Posting of Job Vacancies                                   |
| 11 | 4.8 Hiring of Substitutes                                      |
| 11 | 4.9 Hiring of Contractors                                      |
| 11 | ARTICLE V: WORK SCHEDULE                                       |
| 12 | 5.1 Contract Days in Work Year                                 |
| 12 | 5.3 Scheduled In-Service/Non-Instructional Days                |
| 13 | 5.4 Supplemental, Extended & "Release" Work Days               |
| 13 | 5.5 Professional Days  |
| 14 | 5.6 Other Common Terms Related to Work Assignments & Schedule  |
| 16 | ARTICLE VI: SALARIES & SUPPLEMENTAL PAY RATES                  |
| 16 | 6.1 Salary Schedules & Placement of Incumbents                 |
| 16 | 6.2 Advance Notice for Horizontal Salary Schedule Movement     |
| 16 | 6.3 Increases while on an Improvement Plan                     |
| 16 | 6.4 Hiring Rates/Initial Placement on Salary Schedule          |
| 17 | 6.5 Assessment of "Recognized Years of Experience"             |
| 17 | 6.6 Assessment of "Recognized Credits" for Horizontal Movement |
| 19 | 6.7 National Certification                                     |
| 19 | 6.8 Compensation for Supplemental Work Time                    |

**LNSU Consolidated Master Agreement Table of Contents, continued**

*Page*

|    |               |   |
|----|---------------|---|
| 22 | ARTICLE VII:  | PAID TIME OFF & LEAVES OF ABSENCE   |
| 22 | 7.1           | Advance Notice of Leave Request   |
| 22 | 7.2           | Discretionary Personal Leave  |
| 22 | 7.3           | Medical (“sick”) Leave (incl. Sick Leave Buyout)                                |
| 24 | 7.4           | Bereavement Leave   |
| 24 | 7.5           | Emergency Leave   |
| 24 | 7.6           | Compliance with Federal & State Family/Medical Leave Laws                       |
| 24 | 7.7           | Parental Leave  |
| 25 | 7.8           | Unpaid Personal Leave of Absence  |
| 26 | 7.9           | Sabbatical Leave  |
| 26 | 7.10          | Jury Duty   |
| 27 | 7.11          | Additional Leave at the Discretion of the Superintendent                        |
| 27 | ARTICLE VIII: | EMPLOYEE INSURANCE & RELATED BENEFITS   |
| 27 | 8.1           | Health Insurance  |
| 27 | 8.2           | Dental Insurance  |
| 27 | 8.3           | Section 125 Cafeteria Benefits Plan   |
| 27 | 8.4           | Life Insurance  |
| 27 | 8.5           | Long-Term Disability Insurance  |
| 28 | 8.6           | Worker’s Compensation Insurance   |
| 28 | 8.7           | 403(b) Retirement Plan  |
| 28 | 8.8           | Full-time insurance benefits @ 80%FTE   |
| 28 | ARTICLE IX:   | EDUCATIONAL BENEFITS  |
| 28 | 9.1           | Purpose   |
| 28 | 9.2           | General Terms   |
| 28 | 9.3           | Tuition Benefits  |
| 29 | 9.4           | Specific Terms  |
| 29 | ARTICLE X:    | PROBATIONARY PERIOD   |
| 30 | ARTICLE XI:   | PERFORMANCE REVIEW (Teacher Observation & Evaluation)                           |
| 31 | ARTICLE XII:  | PERSONNEL FILES   |
| 31 | ARTICLE XIII: | PERSONNEL ACTIONS FOR “JUST & SUFFICIENT CAUSE;<br>CORRECTIVE ACTION GUIDELINES |
| 34 | ARTICLE XIV:  | ELIMINATION OF TEACHER POSITIONS (“RIF”)  |
| 35 | ARTICLE XV:   | GRIEVANCE PROCEDURES  |
|    | APPENDICES    |   |
|    | Appendix A    | Salary Schedules – FY22 & FY23  |
|    | Appendix C    | List of Teachers Grandfathered Into Columns                                     |
|    | Appendix D    | Local School Work Schedule Detail   |

## **LNSU CONSOLIDATED MASTER AGREEMENT**

This Agreement is made and entered into effective July 1, 2021, by and between the Boards of School Directors of the LAMOILLE NORTH SUPERVISORY UNION, the CAMBRIDGE TOWN SCHOOL DISTRICT and LAMOILLE NORTH MODIFIED UNIFIED UNION SCHOOL DISTRICT (hereinafter referred to as the "Board/Boards" or "District/Districts") and the LAMOILLE NORTH UNIFIED EDUCATION ASSOCIATION, affiliates of the Vermont-NEA and the National Education Association (hereinafter referred to as the "Association/Associations").

This Agreement shall be effective for a period of two (2) fiscal/school year, beginning July 1, 2021 and ending June 30, 2023, subject to Section 1.4.

### **ARTICLE I: COLLECTIVE BARGAINING**

#### **1.1 Recognition**

The Board recognizes the Associations for the purpose of collective negotiations, pursuant to 16 VSA Chapter 57 of the Vermont Statutes Annotated, as the exclusive representative of all persons licensed by the State of Vermont Department of Education and employed as teachers by the Lamoille North Supervisory Union, the Cambridge Town School Districts and Lamoille North Modified Unified Union School District, excluding administrators as defined by 16 VSA Chapter 57.

#### **1.2 Management & Teacher Rights**

1.2.1 In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education in an efficient and economical operation of the school district, it is herein agreed that, except as specifically and directly modified by express language in a specific provision of this contract or by a recognized past practice of the parties, the Board retains all rights and powers it has or may hereafter be granted by law, and may exercise such powers at its discretion without such exercise being made the subject of a grievance.

1.2.2 The Board and the Association hereby agree that every teacher employed by the Board has the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities for mutual benefit. It is further agreed that each teacher shall have the right not to join this or any other teachers' association if he so desires. The Board and the Association agree that neither shall directly or indirectly discourage, deprive, or coerce any teacher from the enjoyment of any rights conferred under 16 VSA Chapter 57, or discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership or non-membership in the Association and its affiliates, his participation in any legal activities of the Association and its affiliates, including collective negotiations with the Board, or his initiation of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

1.2.3 Dues. Upon receipt of a validly executed written authorization form, the Board agrees to deduct from the compensation of the employees covered by this agreement, dues for the Teachers of the Cambridge Town School District, Lamoille North Modified Unified Union School District and the Lamoille North Supervisory Union affiliated with the Vermont-NEA and the National Education Association, as said employee voluntarily authorizes the Board to deduct. Deductions from the employee's wages shall be continuous and in substantially equal amounts from each paycheck. New members shall have their dues deducted in substantially equal amounts from their paychecks for that year. Deductions from an employee's wages will be stopped as of the first pay period of the next school year provided the employee notifies the Superintendent, in writing, on or before June 1st.

### 1.3 Negotiations

1.3.1 During the year preceding that in which this Agreement expires, the Board agrees to enter into negotiation with the Association, if legally certified to represent teachers, in a good faith effort to arrive at a successor Agreement. All negotiations shall be conducted in accordance with and pursuant to 16 VSA Chapter 57 and will commence by the November 1 occurring closest to but not later than the expiration date of this agreement.

1.3.2 During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

1.3.3 The costs for the services of a mediator and/or the chairperson of the fact-finding committee, including per diem expenses, if any, and his actual and necessary travel and subsistence expense, and the costs of a hearing room, if any, will be shared equally by the Board and the Association. Separate expenses of each party shall be borne separately.

1.3.4 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

1.3.5 In accordance with legal requirements regarding the disclosure of public documents, the Board will, upon request, provide the Association with a Board-approved budget for the next fiscal year and will make available all public records of the School District.

### 1.4 Duration

The provisions of this Agreement shall be effective as of July 1, 2021 and shall remain in full force and effect through June 30, 2023. Said Agreement shall automatically renew and continue in full force for one more year, through June 30, 2024 unless either the Board or the Association give written notice to the other party on or before November 1, 2022 of a desire to negotiate a new successor Agreement to be effective on July 1, 2024.

### 1.5 Severability

If any provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet within ten (10) days after any such holding for the purpose of re-negotiating the provision or provisions affected.

### 1.6 Scope of Agreement

This Agreement incorporates the entire understanding of the parties on all matters that were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement.

### 1.7 Alignment with Board Policy

The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement. Board policies that are not in conflict with a written provision of this Agreement, remain in full force and effect.

## **ARTICLE II: NON-DISCRIMINATION**

The Board and Association acknowledge that it is the policy of the District, in accordance with all applicable federal and state laws and regulations, to maintain an employment and educational environment free from unlawful discrimination. Accordingly, the District is committed to hiring employees, administering all employment-related matters, and operating all school programs and activities without regard to race, religion, color, ancestry, national origin, sex or sexual orientation, gender identity, marital status, place of birth, physical or mental disability, age, or veteran status, except when such characteristics are bona fide, legal occupational qualifications, or constitute a lawful basis for distinctions in employee benefits programs. This policy applies to all terms, conditions and privileges of

employment, including hiring, training, assignment, compensation, benefits, educational assistance, social and recreational activities, termination, and retirement. The Director of Student Support Services is the Title IX and Civil Rights Coordinator and can be emailed at [civilrightscoordinator@LNSD.org](mailto:civilrightscoordinator@LNSD.org).

### ARTICLE III: DEFINITIONS

|  |   |
|--|---|
| <b>Active employment/service (Inactive employment/service)</b> | Period of time when a teacher is employed by the District that includes periods of leave with full pay, but excludes any period of unpaid or partially paid leave, unless required by law. Conversely, “inactive employment” is a period of time when the teacher’s employment has not been formally terminated, but during which his status does not meet the definition of “active employment.”   |
| <b>Administration or Building Administrator</b>                | The Principal, Ass’t Principal, GMTCC Director, Superintendent, Special Education Coordinator, Guidance and/or Athletic Directors, and Facilities/Operations manager, specifically excluding any employee who meets the definition of Teacher under this Agreement.   |
| <b>Association</b>   | The Lamoille North Unified Education Association, affiliate of the VTNEA and NEA.   |
| <b>Board or Boards</b>   | The Board(s) of Directors of any school district or of the LNSU as an employing entity that has ratified this Agreement and employs teachers.   |
| <b>Continuing Education Unit (CEU)</b>                         | One (1) CEU equals fifteen (15) contact hours.  |
| <b>Continuous or uninterrupted employment /service</b>         | A period of time beginning with the date a teacher is formally hired by the District and ending with the date a teacher’s employment with the District is formally terminated, including (1) periods between these two dates during which the teacher is not covered by this Agreement but continues to be otherwise employed by the District, and (2) periods during which the teacher’s employment was temporarily terminated, with the teacher subsequently being rehired under the layoff and recall provisions of this Agreement. A period of continuous or uninterrupted service may include periods of both active and inactive service. |
| <b>Day or Days</b>   | Any day(s) when school is in session or that is designated as an in-service or other non-teaching work day. For purposes of processing a grievance filed on or after June 1 <sup>st</sup> , “day(s)” shall mean weekdays (Monday through Friday), so that the matter may be resolved before the end of the school year or as soon thereafter as possible.   |
| <b>Department Head (applies to LUMS, LUHS, GMTCC only)</b>     | A LUMS, LUHS, GMTCC teacher with specific administrative duties, including supportive evaluation, budgets and schedules.  |
| <b>District or School District</b>                             | The corporate entity that employs a teacher, including the LNSU, if applicable.   |
| <b>Domestic Partner</b>  | A person, male or female, at least 21 years old, and not related by birth, civil union, or marriage to the teacher, with whom the teacher lives and shares an exclusive domestic relationship including joint financial obligations.  |
| <b>Evening Event or Activity</b>                               | A school-sponsored event or activity occurring after 4:00 pm that teachers are required to attend by the Principal or Superintendent, such as open house, student concerts, school dances, and the like. At LUMS, LUHS, GMTCC only, parent conferences are included, if occurring after 4:00 p.m. (See Article V)   |
| <b>He, Him, His She, Her, Hers</b>                             | Single gender pronouns may be used for the easy flow of syntax and the convenience of reading. Unless explicitly qualified as referring only to a male or female person, single gender pronouns shall also refer to the opposite gender.  |
| <b>GMTCC</b>   | Green Mountain Technical & Career Center  |
| <b>Grievance, Grievant</b>                                     | See definitions in Article XV.  |
| <b>Immediate Family</b>  | Sibling, Child, Parent, Grandparent, Spouse or Civil Union Partner, Grandchild, Parents of a Spouse or Civil Union Partner.   |
| <b>LNSU</b>  | The Lamoille North Supervisory Union.   |
| <b>LNUEA Representative</b>                                    | Any LNUEA member selected by the Association.   |
| <b>LUMS, LUHS, GMTCC</b>                                       | Lamoille Union Middle School, Lamoille Union High School, Green Mountain Technology & Career Center   |
| <b>Member of Household</b>                                     | Any person living permanently or for an extended period of time in the primary residence of the teacher, for whom the teacher has financial responsibility or with whom the teacher shares the financial responsibility for operation of the household.   |
| <b>Principal</b>   | The Principal of any school that is party to this Agreement, or the GMTCC Director, or his designee.  |

|                                     |  |
|-------------------------------------|--|
| <b>Professional Development Day</b> | A day when school is in session, but the teacher is attending an event that has been deemed to be professionally beneficial by the teacher's supervisor.   |
| <b>School or School(s)</b>          | Any school, including the GMTCC, that is party to this Agreement.  |
| <b>School Year</b>                  | The portion of the calendar year that encompasses all of the regular scheduled in-session and non-teaching work days described in section 5.1.   |
| <b>Staff or Faculty Meeting</b>     | Any meeting of the staff and/or faculty that is called by an Administrator.  |
| <b>Superintendent</b>               | The Superintendent of the LNSU or her designee.  |
| <b>Supervisor</b>                   | In the context of a grievance filing (Article XV only), "supervisor" shall mean a Principal, Technical Center Director, Assistant Principal, Special Education Coordinator, or other Administrator. For all other contract purposes, it shall mean the Principal or Technical Center Director of the school to which the teacher is assigned. The term specifically excludes any teacher designated as a "department head."              |
| <b>Teacher</b>                      | Unless otherwise indicated, an employee of a district that is party to this Agreement, who holds a professional license from the Vermont Department of Education, is employed in a position requiring such professional licensure, and who is, or is expected to be, employed in that position for a period of at least 60 consecutive school days in a given school year, but excluding administrators as defined in 16 VSA Chapter 57. |
| <b>Full-Time Teacher</b>            | A teacher under contract for 185 paid days who is contracted to work for the full teacher work day at the employing school district.   |
| <b>Part-Time Teacher</b>            | A teacher who is assigned a fractional portion of a full-time teacher's workload as described in Article V.  |
| <b>Partial Year Teacher</b>         | A teacher whose contract is for less than 185 paid days. A partial year teacher may be either full-time or part-time.  |
| <b>Technical Director</b>           | The Director of the Green Mountain Technology and Career Center or his designee  |

## ARTICLE IV: GENERAL CONTRACT TERMS & ADMINISTRATIVE PROCEDURES

### 4.1 Distribution of Master Agreement

This Agreement is posted for download on the LNSU website, [www.LNSU.org](http://www.LNSU.org), and is also available to teachers electronically from the VTNEA. A hard copy of this Agreement will also be provided to each new teacher upon issuance of his employment contract.

### 4.2 Issuance of Individual Employment Contracts

4.2.1 Any teacher holding a contract that the Board does not intend to renew for any reason will be notified, in writing, on or before April 15. Teachers who are laid off pursuant to Article XIV of this Agreement, shall be notified, in writing, not later than April 1. If a teacher is not notified by this date, he shall receive a contract for the following year. Any notice of non-renewal or layoff shall clearly set forth the reason(s) for the action.

4.2.2 Teachers, except those who have been notified of layoff or non-renewal, shall be issued a contract for the next school/fiscal year by April 15. Teachers shall return their individual contracts no later than April 30, unless an extension is approved by the Superintendent. An extension of up to a month will be approved, provided the teacher is willing to agree that the District may start the hiring process in the interim, with the guarantee that no one will be offered the job prior to the teacher's extended contract return deadline. Any contract issued to a teacher prior to an agreement on a new Master Agreement will be made consistent with the new Master Agreement when executed by both parties.

4.2.3 In the event that contract ratification is delayed, each teacher who intends to continue in employment shall sign a letter of such intent. This letter will be issued by the Superintendent no later than April 15, and returned by the Teacher no later than April 30, subject to deadline extensions under the terms of 4.2.2. Such a letter, signed by both parties, shall be legally binding.



#### 4.2.4 Designation of FTE and Pro-rating of all Benefits

Every individual contract under this Agreement shall designate the percentage of full-time, or "full-time equivalency" ("FTE") that the contract represents. All pro-rating of work schedules and benefits, including paid- time-off, insurances, educational benefits and similar benefits, shall be based on FTE, unless other terms are specifically stipulated in this Agreement, with a less-than-1.0 FTE teacher receiving reduced benefits and/or the District paying a reduced share of the cost of benefits based on FTE, to the extent that insurance provider contracts allow.

#### 4.3 Payroll Procedures

4.3.1 The first payday of the contract year for new and returning teachers shall be the 5<sup>th</sup> payday of the LNSU fiscal year payroll schedule.

4.3.2 At the discretion of the Superintendent, one of two payroll systems, as set forth in (a) and (b) below, shall be used. If a new payroll system/schedule is to be adopted, then teachers shall be notified as far in advance as possible, but no less than three months.

##### (a) Biweekly Payroll Schedule

Teachers may elect to be paid their annual salaries either: (1) in 22 equal bi-weekly installments per fiscal/contract year; or (2) in 22 bi-weekly installments equal to 1/26<sup>th</sup> of annual salary, with a lump sum payment equal to 4/26 of annual salary payable by June 30 of the contract year. Once elected, the choice will be irrevocable for that fiscal year. If there are exceptional circumstances, a written request for consideration shall be made to the Superintendent one month in advance.

OR

##### (b) Semi-Monthly Payroll Schedule.

Teachers may elect to be paid their annual salaries either: (1) in 21 equal semi-monthly installments per fiscal/contract year; or (2) in 21 semi-monthly installments equal to 1/24<sup>th</sup> of annual salary, with a lump sum payment equal to 3/24 of annual salary payable by June 30 of the contract year. The first paycheck of the contract year will be issued on August 31<sup>st</sup>. Semi-monthly paychecks will subsequently be issued on the 15<sup>th</sup> and last day of each month, through June. When the 15<sup>th</sup> or last day of the month falls on a Saturday or Sunday, the regular payday will be the preceding Friday.

4.3.3 The Boards agree to deduct the following from the salaries of its teachers: payments to one tax sheltered investment instrument, as selected by the teacher from the current list of Board-approved vendors maintained by the LNSU Central Office, professional association dues, United Way contributions, U.S. Savings Bond premiums, and direct deposits to banks or credit unions, as authorized by individual teachers by completing annual payroll deduction forms.

4.3.4 The Boards shall make available a bi-weekly payroll deduction service to any teacher who requests it for professional dues. The teacher must inform the Superintendent before October 1 of the current year if he wishes to make use of this provision. Once given, authorization shall be continuous from year to year until a teacher leaves the school or notifies the Superintendent and the Association President, in writing, between September 1 and September 30, inclusive, of his desire to terminate payroll deductions for the current school year. Teachers may resume said continuous membership, if broken, by once again giving notice between the dates as set forth above of such intent, before October 1.

4.3.5 When a payday falls on a federal or state holiday, paychecks will be available on the last previous LNSU Central Office business day.

#### 4.4 Pro-rating of Salary & Benefits for Partial Years Worked

All salary and benefits will be pro-rated based on portion of a full year worked. When it is known at the time of initial issuance of a teacher's contract that the teacher will work only a portion of a full year, then the FTE of the contract will reflect that pro-rating. If a teacher initially is issued a contract for a full year, but subsequently takes a leave of absence or terminates employment mid-year, then all salary and benefits, including District contributions to insurance

premiums and cafeteria plan (which includes health insurance “buyout”), and tuition benefits, but specifically excluding sick and personal leave accruals, will be pro-rated based on the portion of the year the teacher was actively employed.

#### 4.5 Resolution of Complaints about Teachers

Any complaint regarding a teacher made to the Principal, Superintendent or Board by any parent, student, or other person that requires administrative action will be promptly called to the attention of the teacher prior to action being taken. The administration and that teacher shall discuss the complaint and, if appropriate, involve the complaining party. If the complaint cannot be resolved between the parties, the teacher may seek redress with the Board and/or Superintendent. At this time, the complaining party will be required to make the complaint in writing, if not already done. The teacher will be given an opportunity to respond to and/or rebut the complaint. This provision does not apply to any investigation by any non-district entity, such as the Vermont Department of Education, Division of Children & Families, or any law enforcement agency.

#### 4.6 Miscellaneous Conditions of Employment

4.6.1 Compliance with workplace health and safety laws. Teachers shall not be requested or required to work under unsafe or hazardous conditions as defined by VOSHA codes.

4.6.2 Liability coverage for teachers. The Board agrees to indemnify and hold teachers harmless to the extent of the policy limits provided in 16 VSA, Section 1756, from any financial loss and expense. This would include reasonable legal fees and costs arising out of any claim, demand, suit, criminal prosecution, or judgment which occurred by reason of any act or failure to act by such teacher within or without the school building, provided such teacher, at the time of the act or omission complained of, was acting in accordance with established policy.

In the event that the district receives notification from the insurance company that a claim has been filed, any teacher named in that claim will be given prompt notice of such claim to allow him an opportunity to submit an account of the incident in writing.

4.6.3 Teachers’ use of physical restraint. To the extent allowed under relevant State statute and regulations, and to a degree that is reasonable under the circumstances, a teacher may physically restrain a disruptive student or other disruptive person in order to protect herself, the disruptive student/person, or another person from possible injury, or to prevent or mitigate potentially significant damage to property and/or a major disruption of school activities or operations. Annually, the District shall make appropriate crisis response and restraint training available to any interested teacher.

4.6.4 Reporting assault on teachers. A teacher shall immediately report cases of assault suffered by him in connection with his employment to his Principal or, in the Principal’s absence, to another Administrator. The Administration shall immediately initiate a Workers’ Compensation “First Report of Injury” and take the teacher’s statement about the incident. The Administrator will also immediately notify Human Resources and the Association president or building representative.

4.6.5 Non-participation in bomb searches. Teachers shall not be required to assist in conducting bomb searches.

4.6.6 Mileage reimbursement for use of private vehicles. Mileage shall be reimbursed at the published IRS rate for travel to conferences, training programs, meetings, and other similar events upon prior approval of the administration. Any assignment requiring travel between schools shall include mileage at the then current IRS rate and pursuant to LNSU procedures. Time will be provided for travel between school buildings. Normally, mileage shall be reimbursed only when the activity to which the teacher is driving is occurring on a paid regular or supplemental work day. (*See Definitions and Article 6.8.*)

#### 4.7 Posting of Job Vacancies.

At the time a teacher position that is to be filled is posted or advertised publicly, the Principal will also notify all teachers of the vacancy, by e-mail and by posting on a bulletin board in the school used for such purposes. Currently employed teachers shall then have the opportunity to notify the Principal within a calendar week from

the date of the e-mail that they are interested in a voluntary transfer into the open position. This notice is intended to ensure that the Principal is aware of any internal applicants before actively recruiting external applicants. A teacher is always entitled to formally apply for any vacancy within the bargaining unit along with any other applicants. The applicable Board shall retain the full and sole discretion regarding the selection of candidates for hire or transfer.

#### 4.8 Hiring of Substitutes

4.8.1 Every effort will be made to hire substitute teachers in the event of short-term teacher absences, and further, to hire substitute teachers for periods of 10 to 30 consecutive school days who are properly licensed. Teachers may indicate preferences for substitutes, which will be taken into consideration to the extent practicable. It is understood that there may be occasions when a substitute will not be available. A teacher may be required to cover for another temporarily in this situation.

#### 4.8.2 Partial-Year Long-Term Substitutes

4.8.2-1 A teacher hired for any long-term substitute assignment expected to last at least 60 consecutive school days but less than a full school year shall be issued a contract as follows, with the Superintendent selecting the option that best fits the circumstances:

(1) a non-renewable partial year contract for a fixed assignment length, with pro-rated salary paid in equal increments for the duration of the contract; with sick and personal leave benefits pro-rated to the partial year FTE credited at the start of the assignment; and with the option of extending the contract at a later date if needed;

OR

(2) a non-renewable daily long-term substitute contract, specifying that the teacher will be paid on a timesheet basis for actual days worked at a daily rate equal to the teacher's FTE salary step under Article 6.4 divided by 185, and accruing sick leave at the rate of .08 day and personal leave at .02 day per school or in-service day worked, with the teacher allowed to take paid sick and personal days once accrued, consistent with applicable terms of Article VII.

4.8.2-2 Any long-term substitute teacher who is initially hired for an assignment expected to last fewer than 60 consecutive school days, but who works 55 or more out of 60 consecutive school days in that assignment (that is, allowing for up to 5 days unpaid absence during the 60 day period), shall be issued a contract under 4.8.2-1 above after the 59<sup>th</sup> consecutive day of the assignment, with the effective date of the contract being the 60<sup>th</sup> day. Upon mutual agreement of the teacher and Superintendent, this requirement may be waived if the assignment is known to be ending within 20 school days or prior to the earliest possible eligibility date for health and dental insurance benefits.

4.8.2-3 Teachers hired under this section will otherwise be eligible for all benefits and subject to all other applicable terms of this Agreement as of the effective date of their contract.

4.9 Hiring of Contractors. When a vacancy posted by the Board remains unfilled as of August 1st with no qualified applicants available for hire, the Board may contract out to an independent service provider for said services. Said contract will not be for a term longer than a school year and each year said vacancy will be posted to allow qualified applicants to be considered for the position.

4.10 Each building principal may meet with the local association building representative to discuss labor-management issues upon reasonable request.

### **ARTICLE V: WORK SCHEDULE**

See Appendix D for specific details of the teacher work day and working conditions unique to particular schools.

### 5.1 Contract Days in Work Year

The standard work (contract) year for all full-time teachers who are covered by this Agreement shall be 185 days, 175 of which shall be student contact/instructional days, and 10 of which shall be in-service or other scheduled non-instructional days.

When a school or in-service day is cancelled due to inclement weather or other emergency, the teacher shall be required to make up these days as rescheduled by the superintendent.

### 5.3 Scheduled In-Service and Other Non-Instructional Days

There will be ten (10) in-service/non-instructional days. Teachers contracted for partial FTE shall participate in ten (10) in-service/non-instructional days and will be compensated at their premium rate for in-service/non-instructional days beyond their contracted FTE.

Ten (10) in-service/non-instructional days shall be allocated as follows:

#### 5.3.1 “Classroom Days”:

Unless the “alternative classroom days” option below is agreed upon, two (2) days (one prior to the start of the school year and one in June), in no less than ½ day segments, for teachers to set up and break down their classrooms and perform other related teacher-directed activities at the beginning and end of the school year. For example, two ½-day morning in-service training programs (under 5.3.4) might be paired with two ½-day afternoon “classroom days” (under this section) to equal one in-service day and one classroom day.

Alternative Classroom Days Option: If mutually agreed upon by the Principal and local school Association reps, two days prior to the start of the school year, in no less than ½ day segments (see example above), for teacher-directed start of year activities, including individual classroom set-up, informal team meetings, and the like. Teachers will be responsible for preparing classrooms for summer break and performing other required year-end tasks within one week of the end of school, but no specific work day will be allocated for this purpose.

#### 5.3.2 Evening Events

5.3.2-1 One (1) day shall be allocated to up to four (4) evening activities of approximately two hours each required by the Administration; each evening activity missed shall be accounted for as ¼ day of leave. However, teachers may voluntarily participate in additional activities outside the normal work day.

5.3.2-2 Elementary parent-teacher conferences held after school will not count as “required evening activities” referenced above. LUMS, LUHS, GMTCC parent/teacher conferences held after school shall be included in the above four events and activities required by the Principal and Superintendent.

#### 5.3.3 Allocation of non-teaching days to elementary parent conferences

Unless the “alternative parent conferences” option below is agreed upon, each elementary school Principal shall select a day each in the fall and spring for the early release of students mid-day. Teachers will have the option of scheduling parent-teacher conferences during this time. Meetings with parents may be scheduled before or after the normal school day at the mutual convenience of parents and teachers.

Alternative parent conferences option: If mutually agreed upon by the Principal and local school Association reps, one (1) non-teaching day shall be allocated in total to fall and spring parent-teacher conferences. The allocated extra work time will consist of conferences scheduled over a number of days outside of the normal student day at the mutual convenience of parents and teachers. If this option is elected, then the school shall have 6 core in-service days under 5.3.4, plus, at the Principal’s discretion, up to two early release days during the school year for professional development purposes.

The Principal and local Association representatives may mutually agree to other configurations/ schedules for using allotted non-instructional work time for parent-teacher conferences.

#### 5.3.4 Core In-service Days

5.3.4-1 Unless an elementary school elects the alternative parent conference option under 5.3.3 above, then the use of seven (7) in-service days each year shall be planned by the Principal and Superintendent. These days shall be scheduled in increments of no less than ¼ day. However, partial day in-service sessions may be scheduled after school on regular in-session days only upon the mutual agreement of the Principal and local Association reps.

5.3.4-2 If an elementary school elects the alternative option for parent conferences under 5.3.3, then the above number of in-service days shall be six (6) instead of seven, but the Principal shall have the option of scheduling up to two early release days for in-service/professional development purposes.

#### 5.4 Supplemental and Extended Work Days/Hours

5.4.1 Teachers who perform work assignments that clearly exceed the scope of their regular contract under this Agreement will be entitled to supplemental compensation according to the terms of Article 6.8, Supplemental Work & Pay Rates, or as otherwise provided for in this Agreement. However, nothing in this Agreement shall be construed as prohibiting a teacher from voluntarily performing such work for no additional compensation or at a reduced rate.

#### 5.4.2 Special supplemental and release day provisions for special educators.

5.4.2-1 Any teacher whose primary assignment is in special education shall receive two (2) days release time per semester to complete paperwork and necessary documentation. Release time will be arranged through and approved by the Principal. To the extent practicable, special educators who demonstrate that their excess workload is not adequately accommodated by these two release days shall be granted additional release time by the Principal, in order to minimize the number of extra work days requested and approved under

5.4.2-2 below.

5.4.2-2 Subject to the advance approval of the Principal, special educators may also be paid for up to five (5) extra days for the specific purpose of completing paperwork, testing students, and other related duties that cannot reasonably be accomplished in the course of the regular contract year. Teachers shall be paid for such extra work according to the terms of Article 6.8.3-5.

#### 5.5 Professional Days

5.5.1 Purpose. Teachers may take “professional days” to attend professional meetings, workshops, conferences, or similar events on scheduled in-session school days. Teachers have the option to take professional days on non-scheduled in-session school days, unpaid. The goal for these activities is to achieve and balance three key professional development objectives:

- (1) to improve core curricula, services, programs, and operating systems, and to enhance teachers' ability to effectively implement them;
- (2) to enable teachers to pursue individual professional interests, consistent with their IPDPs; and
- (3) to maximize the benefits gained for school programs from funds invested in professional education.

5.5.2 The Principal is responsible for ensuring that every teacher is afforded appropriate opportunities to take professional days during the course of each school year, consistent with these objectives, and taking into consideration relevant practical matters such as travel required, scheduling conflicts, availability of subs, availability of funds, and the like. Whether a professional day request is initiated by the teacher or principal, the expectation is that they will reach mutual agreement as to whether the teacher should attend a particular event. However, the Principal will have the final authority to approve all professional days.

5.5.3 Teachers will be entitled to identify activities/events to attend on three (3) professional days per year, subject to approval of the Principal. However, the Principal may assign or approve additional days above and beyond these three, depending on the needs of a specific teacher or the requirements of a specific position. Such additional days will not be taken from the teacher's allotted three days.



5.5.4 Teachers will request permission to attend a professional activity on a scheduled school day five days or as far in advance as possible; likewise, the Principal will give teachers similar advance notice of an assignment to represent the District at such an activity.

5.5.5 The District will pay any associated registration fees and travel costs for approved professional day activities. However, supplemental fees that may be charged if the teacher elects to do extra work for graduate credit that would qualify for horizontal schedule movement will be considered to be tuition benefits under Article 9. Also, nothing in this section precludes a teacher from voluntarily paying a portion of the costs for a professional day activity that the Principal otherwise deems too costly to approve.

5.5.6 Travel costs for professional days. Normally, professional days will be single day events within a reasonable driving distance for the teacher. If a teacher is given approval to attend a one-day event that is more than a two-hour drive, or a two-day (or more) event that is more than a 1.5 hour drive for the teacher, then the teacher will have the option of staying overnight in a hotel/motel, normally for no more than one night per event day. The teacher will be reimbursed for use of a private vehicle at the IRS mileage reimbursement rate, for other transportation costs if applicable, for the cost of meals based on an allowance appropriate to the location and circumstances of the event, and for the cost of lodging, if the District does not pay for it directly. When overnight lodging is involved, teachers will normally make their own arrangements, subject to advance approval by the Principal; otherwise, the Principal will make the arrangements.

5.6 Other common terms related to teacher work assignments & schedules. In addition to the common terms described in 5.1 to 5.5 above, the following terms shall apply to each school:

5.6.1 Subject to approval of the Board, the Principal shall determine the start and end time of the school (student in-session) day in order to provide optimal instructional time and to align with the transportation schedules of the District and Supervisory Union. Within any overall limits on the length of teacher work day/week established under 5.7, the Principal shall adjust the start and end times of the standard teacher work/contract day as needed to align with the student day, and, when practicable, shall notify teachers of any anticipated change to the start/end of the standard teacher work day for the next school year as soon as possible.

5.6.2 Planning/Preparation Periods: "Prep Periods"

5.6.2-1 Definition. The term "prep period" shall mean a block of non-student-contact time of at least 30 minutes (elementary) or at least 20 minutes (LUMS, LUHS, GMTCC) during in-session hours. Although teachers may choose to have contact with students during prep periods, time during which teachers are scheduled to be with students shall not be counted as "prep time."

5.6.2-2 It is understood that special circumstances such as state testing or unavailability of substitutes may result in a teacher not receiving all scheduled prep periods each week. However, every effort shall be made to ensure that teachers receive all scheduled prep periods and that scheduling changes do not result in a disproportionate loss of prep periods for certain teachers.

5.6.2-3 Prep periods will be pro-rated for part-time positions. Prep periods for full- and part-time positions will be pro-rated/adjusted as appropriate for less-than-five-day school weeks.

5.6.2-4 Elementary prep periods. Absent special circumstances, teachers will be provided time in their schedules for one (1) thirty minute prep period per student contact day.

5.6.2-5 LUMS, LUHS, GMTCC Instructional time.

1. Full-time teachers may be assigned up to an average of 270 minutes of instruction/direct service per day and up to three (3) "preps" per semester as an 82-minute block meeting five times every two weeks, or for a comparable instructional period in the event of future schedule changes.
2. Teachers scheduled for more than an average of 270 minutes of instruction/direct service per day shall be compensated according to the terms of Article 6.8.3-5 (3) of this Agreement.

3. Teachers scheduled for more than three “preps” per semester shall be compensated according to the terms of Article 6.8.3-5 (4) of this Agreement.

#### 5.6.2-6. LUMS, LUHS, GMTCC prep time.

Full-time teachers’ schedules will include a minimum of 450 minutes of preparatory time per week, in no less than 20 minute segments. Some examples of appropriate use of “preparatory time” are: preparing materials for instruction, entering student data in Power School, returning parent phone calls, attending IEP or other student-centered meetings, and similar activities focused on preparation for the instruction of students or other related instructional responsibilities.

In the event that the above prep time minimums cannot be met within the framework of the master schedule, then the Administration and local Association reps will mutually agree to a modification of these requirements so as to fit within the master schedule while providing essentially equivalent preparation time.

#### 5.6.3 After- School Meetings

5.6.3-1 Each Principal may schedule up to seventy-five (75) minutes of teacher meeting time after student dismissal, ending no later than 4:30, no more than once a week, and no more than three (3) times per month. This time may be used for faculty meetings or for other professional level work such as school improvement, curriculum development, assessment development, professional development, and the like.

5.6.3-2 At the start of each school year, the Principal, in consultation with the faculty, will develop and distribute an annual meeting schedule.

5.6.3-3 The Principal will notify teachers of such meetings at least two days in advance, except in emergencies, and will include an agenda, location, start time, meeting length, and required attendees.

5.6.3-4 The Principal may schedule more total hours per day of meeting time outside the regular teacher work day and/or more frequent meetings only with approval of local Association reps.

5.6.3-5 Teachers will have the option of completing an anonymous evaluation of after-school meetings. The Superintendent and Principals, in consultation with the Association, will develop a standard meeting evaluation form, which will be available in every school and submitted simultaneously to the Principal and Superintendent. The Superintendent will review these meeting evaluations with the Principal at least semi-annually, with the goal of incorporating constructive feedback from teachers into future meeting planning.

5.6.4 Normally, neither meetings nor special school events that teachers are required to attend will be scheduled for Friday after-school or evenings. On Fridays and days immediately preceding holidays or school vacation periods, teachers may leave their respective buildings 10 minutes after the standard student dismissal time, unless they are required to attend an IEP, 504, EST, or similar essential meeting, or in the event of an emergency.

5.6.5 The regular classroom teacher is a critical member of the various teams assembled to provide professional services to that teacher’s special needs students. When the classroom teacher attends scheduled meetings relating to the special needs of his student, including but not limited to IEP, 504, EST, RTI, and progress monitoring, such attendance is understood to be without additional compensation and may occur outside of school hours.

5.6.7 Teachers with an FTE of 80% or more who elect any level of District health insurance coverage will be required to work the same number of “scheduled non-teaching/in-service work days” and to attend the same number of staff/committee meetings as full-time teachers, with extra compensation provided through the special pro-rating schedule of health insurance (and Flexible Spending Account, if applicable) benefits.

## ARTICLE VI: SALARIES & SUPPLEMENTAL PAY RATES

### 6.1 Salary Schedule and Annual Increase for the term of this Agreement

6.1.1 Salary Schedule: Appendix A contains the salary schedules that will be in effect for the term of this Agreement for FY22 and FY23, Appendix A-1 and A-2 respectively.

6.1.2 Annual Increase: In year one of this agreement, the base of the salary schedule will increase by \$250 to \$41,000, the value of each step will increase by \$45 to \$1,215, steps 25 and 26 will be removed, and teachers will advance one step (Appendix A-1). In year two of this agreement, the base will remain at \$41,000, the value of each step will increase by \$129 to \$1,344, steps 23 and 24 will be removed, and teachers will advance one step (Appendix A-2).

### 6.2 Advance Notice for Horizontal Salary Schedule Movement *(See 6.6 for full detail about horizontal schedule placement.)*

Any teacher planning to qualify for horizontal movement during the life of this Agreement shall notify the Superintendent by December 1 of the year prior to the anticipated column change and shall present evidence of course completion by October 1 of the following school year, for retroactive application to July 1 of that school year. The notice shall specify exactly what column change is anticipated.

### 6.3 Increases while on improvement plan.

6.3.1 Under no circumstances are teachers who are on documented improvement or corrective action plans entitled to an increase in compensation until the issues addressed in the plan are satisfactorily resolved and the individual has been restored to good standing. Such increases will only be applied prospectively from the date on which the improvement or corrective action plan is rescinded.

6.3.2 In the event that a teacher formally grieves the imposition of an Improvement Plan on the grounds that the administration did not have just and sufficient cause for doing so, and the teacher prevails, then any previously denied/delayed salary increase will be fully restored retroactive to the date it would otherwise have taken effect.

### 6.4 Hiring Rates/Initial Placement on Salary Schedule

The Boards reserve the right to determine starting salaries of newly hired teachers based on their experience and educational background. New hires shall be paid a starting salary that:

6.4.1 is set in the horizontal column corresponding to the teacher's recognized degrees and credits (see 6.6);  
AND

6.4.2 is set at a vertical step corresponding to the number of years of recognized work experience (see 6.5);  
BUT

6.4.3 normally is not set at a vertical step higher than 12, with exceptions specifically approved by the Board;  
AND

6.4.4 is set at a vertical step that is:

- (1) no higher than an incumbent teacher employed by the District with the same work experience; and
- (2) lower than any incumbent teacher with more work experience; but
- (3) no lower than step 1 of the applicable horizontal column.

If it is not possible to place the teacher on a step that complies with both (1) and (2), then the Superintendent will recommend the most appropriate placement, subject to approval by the Board;  
AND

6.4.5 in the case of a teacher who does not hold a bachelor's degree, is set in the bachelor's column at a step to be determined by the Superintendent to be appropriate, considering the teacher's relevant experience, training and education.



## 6.5 Assessment of “Recognized Years of Experience”

6.5.1 For every teacher, the Superintendent shall determine how many years of work experience potentially could be recognized by the District for purposes of vertical step placement. However, recognized years of experience shall not correspond directly to salary schedule step: (1) to the extent that this Agreement establishes other criteria as the basis for setting salaries, and/or, does not establish a one-to-one correspondence of vertical steps to years of experience; and/or (2) because the number of recognized years may exceed the highest allowed vertical step. This information shall also be used in determining the step placement of new hires under 6.4.

## 6.6 Assessment of “Recognized Credits” for Horizontal Column Placement *(See 6.2 above for terms on advance notice required for horizontal moves.)*

6.6.1 A teacher who intends to receive horizontal schedule movement for earning a graduate (or, if applicable, undergraduate) degree must obtain advance approval from the Superintendent before starting the degree program, or, in the case of a newly hired teacher who is already enrolled, before continuing the program.

6.6.2 A “recognized credit” shall mean a graduate or under/non-graduate credit from an accredited college or university OR other types of credit recognized by the Superintendent as qualifying for horizontal salary schedule movement.

6.6.3 Credits will be “recognized” provided the course taken to earn the credits meets the criteria of 6.6.4, 6.6.5, or 6.6.6 below, or qualifies under 6.6.7 or 6.6.8, and in addition:

- (1) The course is NOT held during paid teacher work time under this Agreement, except for graduate credit that requires extra work as an add-on to a professional workshop or training program held during paid hours, or, on a case by case basis, in instances in which a minor part of a course is held during paid hours; AND
- (2) is successfully completed by the teacher, defined as a grade of at least B, or the equivalent as determined by the Superintendent.

6.6.4 Graduate credits from accredited colleges and universities earned after completion of a bachelor's or graduate degree will be “recognized” provided the course taken to earn the credits complies with 6.6.3 above and meets the following criteria:

- (1) counts toward an approved graduate degree program in which the teacher is actively enrolled; OR
- (2) will further the teacher’s professional knowledge and is clearly pertinent to the teacher's current (or pending) job assignment and school improvement and professional education priorities; AND
- (3) was not required for the teacher to obtain his initial Vermont educator license, EXCEPT that if the course counted toward an approved graduate degree, it will be recognized as part of the degree.

6.6.5 If a teacher holds a recognized bachelor’s or graduate degree, then under/non-graduate credits from accredited colleges or universities may be “recognized” on a case-by-case “exception” basis provided the course meets terms of 6.6.3 above AND:

- (1) was not taken prior to the teacher receiving his/her bachelor’s degree; AND
- (2) will further the teacher’s professional knowledge and is clearly pertinent to the teacher's current (or pending, or relevancy to potential assignment and/or additional endorsement) job assignment and school improvement and professional education priorities; AND
- (3a) - is considered to be a “content” course that is highly pertinent to the teacher’s assignment, rather than a professional education course; OR
- (3b) - is a professional education course substantially equivalent to a graduate course covering the same subject matter, taken at the undergraduate level for scheduling or similar practical reasons; AND
- (4) was not required for the teacher to obtain his initial Vermont educator license.

6.6.6 Custom-designed in-house training programs sponsored and directed by the District or the LNSU not accredited at the bachelor's or master's level may be granted "recognized credit" for horizontal movement by the Superintendent, provided the program meets the terms of 6.1.2-3 above AND:

- (1) the program will further the teacher's professional knowledge and is highly relevant to both the teacher's current (or pending) job assignment and current school improvement and professional education priorities; AND
- (2) the program is clearly distinguishable from other undergraduate and graduate courses and professional training programs previously taken by the teacher; AND
- (3) the subject matter to be covered, instructional time, and independent study/homework requirements are substantially equal to coursework for which the same number of graduate credits could be earned.

6.6.7 Associate School Nurse.

A teacher holding an Associate School Nurse educator license shall be placed in the Bachelor's column of the salary schedule (see 6.4.5) and may advance "horizontally" only by enrolling in an approved bachelor's degree program (normally nursing or education).

6.6.8 GMTCC Teachers

6.6.8-1 GMTCC teachers who hold an appropriate educator license shall be placed in the Bachelor's column of the salary schedule (see 6.4.5)

6.6.8-2 GMTCC teachers who do not possess a bachelor's degree will be granted "recognized credit" for successful completion of undergraduate or graduate credits, or comparable Continuing Education Units (CEU, defined as 15 contact hours) which are pre-approved by the Superintendent for this purpose. It shall be the teacher's responsibility to identify, in consultation with the Director of GMTCC, meaningful courses that will appropriately support his continuing professional development. Acting upon the recommendation of the Director of GMTCC, the Superintendent will review for approval the identified professional development activities in advance of the teacher's enrollment.

6.6.8-3 GMTCC teachers who hold a Vermont educator license with a Career & Technical Education endorsement, but who do not possess a bachelor's degree, may apply "recognized credit" toward horizontal movement up to the CTE60 column (see 6.6.9-2) and consistent with all other applicable terms of this Article.

6.6.9 Educational columns of the salary schedule.

6.6.9-1 Standard horizontal columns. There will be seven (7) educational columns (creating six "horizontal steps") in the standard teacher salary schedule: B, B15, B30, M, M15, M30, and M45. "B" refers to a recognized bachelor's degree and "M" refers to a recognized master's or other graduate degree. A teacher may advance one column between B and B30, and between M and M45, for every 15 recognized credits earned. However, a teacher must earn a recognized master's or other graduate degree before being placed in or above the M column. In any event, Teachers may only move across one column per year, except that a teacher in the B15 column who earns a recognized master's degree may move to the M column.

6.6.9-2 Teachers listed on Appendix C shall be grandfathered into positions on the new single wage scale, in the columns and at the wages indicated on Appendix C.

6.6.9-3 CTE horizontal columns. There will be four (4) educational columns beyond the B column for GMTCC teachers who hold a VT educator license with a Career & Technical Education endorsement, but who do not hold a master's degree: CTE15 equal to the B15 column; CTE30 = B30, CTE45 = M, CTE60 = M15. GMTCC teachers may advance one column between B and CTE60 for every 15 recognized credits earned. (See 6.6.8-2). In any event, Teachers may only move across one column per year.

6.6.10 Teachers shall be eligible for movement past a master's degree with pre-degree graduate credits under the following conditions. 1) Credits were not applied to a master's degree and; 2) These credits would qualify for horizontal placement if earned after a master's degree and; 3) The credits may have previously been applied to horizontal movement in the B columns. One horizontal movement will occur per year until all credits are applied.

#### 6.7 National Certification

Any teacher who receives National Certification from the National Board of Professional Teaching Standards (See [www.nbpts.org](http://www.nbpts.org)) during the life of this Agreement will receive a one-time cash award of \$2,500 upon presentation of the applicable certificate to the Superintendent, subject to the following requirements:

6.7.1 The teacher's intention to achieve this certification must be made known to his Principal at least six months before the requirements are finalized and awarded by the NBPTS, but not later than December 1<sup>st</sup> of the calendar year before all requirements will be completed, and

6.7.2 The cash award will be payable in two equal installments made (1) before January 30<sup>th</sup> of the year immediately following the year in which the award is announced and (2) before the next January 30<sup>th</sup>.

#### 6.8 Compensation for Supplemental Work

6.8.1 Any work performed by a teacher on behalf of the District that is not compensated as part of the teacher's regular salary as set under 6.1 to 6.7 above, or covered by 6.8.2 to 6.8.4 below shall be considered to be employment by the District outside this Agreement.

6.8.2 Payment schedule. Teachers paid for supplemental work on a daily or hourly basis will be paid on the usual payroll schedule as timesheets are processed. Teachers paid on a fixed stipend basis normally will be paid in equal installments on a frequency appropriate to the total amount of the stipend and duration of the assignment.

#### 6.8.3 Supplemental Licensed Work (See also *Definitions*.)

6.8.3-1 The Principal may assign or approve supplemental licensed work outside a teacher's regular contract, at a daily or hourly rate, or on a "fixed stipend" basis, subject to the terms of 6.8.3-2 to 6.8.3-5 below.

6.8.3-2 To qualify as "supplemental licensed work" under this section, the work must:

- be a direct extension of the teacher's primary job or area of expertise, be directly related to school-wide school improvement, professional development, or program planning activities, and/or involve substantial school program oversight, staff supervision and coordination responsibilities; AND
- require, or be uniformly treated by the school as requiring, a Vt. educator license; AND
- be clearly above and beyond the scope of work of the teacher's regular contract.

6.8.3-3 Except for supplemental licensed work that is mandatory for teachers holding certain positions under state, LNSU or school-level requirements, or that is subject to specific terms stipulated elsewhere in this Agreement, the Principal will assign such work only upon mutual agreement of the teacher. When such supplementary licensed work is mandatory, the teacher may not refuse the assignment, but will be compensated according to the terms of 6.8.3-4 and -5 below. For example, a special educator may receive such pay for completing unanticipated IEP evaluations that cannot be reasonably carried out by the end of the year, but she may not refuse to carry out the extra assignment.

#### 6.8.3-4 Premium Pay Rate for Supplemental Licensed Work

The premium pay rate for supplemental licensed work shall be a daily rate equal to the teacher's current FTE salary divided by 185, or an hourly rate equal to that daily rate divided by 7.5. Teachers performing supplemental licensed work that qualifies for the premium rate shall be paid on an hourly or daily basis.

The premium rate shall be paid when the assignment meets one of the following criteria:

(1) Supplemental licensed work that involves direct instruction/service to students that requires an educator license under VT DOE regulations, AND takes place outside the teacher's regular contract work schedule. Teachers being paid the premium rate for direct service shall not be paid for more than 10 minutes of prep time per hour of direct service. Examples of "direct service" supplemental licensed work: summer IEP services by a special educator or SLP.

(2) Supplemental licensed work performed by special educators covered by the terms of Article 5.4-2.

#### 6.8.3-5 Standard Pay Rate for Supplemental Licensed Work

Except as provided for under 6.8.3-4 above, the standard pay rate for supplemental licensed work shall be a daily rate equal to Step 1B divided by 185, or an hourly rate equal to that daily rate divided by 7.5.

Depending on the nature of the assignment, a teacher will be compensated at the standard rate for supplemental licensed work on an hourly or daily basis, or in the form of a fixed stipend, according to the terms of (1) to (5) below.

#### (1) Supplemental Standard Rate Licensed Work Paid on a Daily or Hourly Basis

If the assignment is typically performed in discreet blocks of time and is not an "extra teaching assignment" under (3) below, then the teacher normally will be paid on a daily or hourly basis at the standard rate. If the assignment involves direct instruction/service requiring preparatory work, then the Principal shall approve payment for an appropriate amount of prep time for every hour of direct instruction or service. Examples of daily or hourly rate supplemental standard rate licensed work: attending a two-day summer training program.

#### (2) Supplemental Standard Rate Licensed Work Paid as a Special Project/Assignment Stipend

The Principal may establish a fixed stipend for carrying out a supplemental licensed work project or assignment, consistent with the "standard rate" above, applied to the estimated amount of time the project or assignment will entail. A special project/assignment stipend is appropriate when the work involved is not easily tracked in discreet blocks of time, and especially when it is desirable for the teacher to be able to intersperse the extra work into the regular work day and then perform some regular work outside the regular work day. Examples of stipend assignments: serving on a special school or LNSU committee that entails responsibilities beyond meeting time, testing and evaluating new assessment software, serving as a "teacher-mentor", or team leader. The Principal will establish a standard stipend for assignments that involve multiple teachers, in order to ensure parity across comparable assignments, which might include LUMS, LUHS, GMTCC PIT Crew, Department Chairs, School Innovation Team, Advisory Committee, and Team Leader.

#### (3) "Extra Teaching Assignment" (ETA) Stipend. (See also (4) below, "Extra Prep Stipend" for LUHS teachers)

A full-time teacher who accepts an extra teaching assignment that: (a) counts as part of one or more students' academic day/program; and (b) results in a weekly teaching schedule that exceeds the school's weekly limit on instructional/direct service hours (or daily limit x 5), shall be paid a stipend for that assignment, computed as follows:

- (a) Extra teaching assignments that do not involve extra prep time, e.g. structured study hall, homework help or tutoring that is part of a student's academic day or program.  
> *Standard hourly rate x total extra teaching hours*
- (b) Extra teaching assignments that constitute a "partial prep", eg. another section of the same level of a course or subject already being taught: adds 15% of extra teaching hours as prep time.  
> *Standard hourly rate x total extra teaching hours x 1.15*
- (c) Extra teaching assignments that constitute a "full prep", eg. a different course/subject, or a different level of a course/subject already being taught: adds 30% of extra teaching hours as prep time.  
> *Standard rate x total extra teaching hours x 1.3*

(4) LUHS “Extra Prep Stipend”

LUHS teachers who accept an assignment to teach an “extra full prep” course that results in a schedule that exceeds the LUHS limit on “preps per semester” but does NOT exceed the LUHS weekly limit on instructional minutes, shall be paid a stipend for the extra prep time required for the course in the form of a stipend computed as 90% of the “full prep” stipend that would be paid under (3c) above.

6.8.4 School-Year Extra-/Co-curricular, After-School Program and Related Non-Licensed Work

6.8.4-1 School-year non-licensed work assignments, general

Unless provided for under 6.6.4-2 or 6.6.4-3 below, if the Principal determines that a school-year extra-/co-curricular, after-school program, or similar non-licensed work assignment is clearly above and beyond the scope of work of a teacher’s regular contract, then the Principal shall, to the extent practicable, offer the teacher supplemental pay to perform the assignment. The normal extra-curricular pay rate shall be \$17.50/hour, paid on an hourly or daily basis, or in the form of a flat stipend based on \$17.50/hour applied to the estimated amount of time the project or assignment will entail. However, the Principal shall have the discretion to ask for volunteers to perform such work or to offer the work at a reduced pay rate. Teachers shall have the discretion to accept, refuse or volunteer for any non-licensed supplemental work assignment. Examples: After-school homework help; concert accompanist.

6.8.4-2 LUMS, LUHS, GMTCC Supplemental Student Supervision Assignments

LUMS, LUHS, GMTCC teachers who accept supplemental non-licensed student supervision assignments that exceed the scope of work of their regular contract shall be eligible to be paid on an hourly basis at the following rates:

Cafeteria Supervision – Step 1B of the applicable salary schedule x .0007.

Detention, Arrival & Dismissal Supervision – Step 1B of the applicable salary schedule x .00055

6.8.4-3 LUMS, LUHS, GMTCC Extra Duty Schedule for Co-/Extracurricular Activities

(1) Supplemental compensation for LUMS, LUHS, GMTCC teachers who accept assignments as advisor, coach, or director of a LUMS, LUHS, GMTCC extra-/co-curricular activity shall be established as follows. Annually, the Principal shall determine the total amount available in the school budget to fund “extra duty contracts” for co-/extra-curricular activities. The Principal shall notify the Association as soon as possible of any anticipated reduction in the total extra duty contract budget for the next school year and shall give the Association an opportunity for input prior to making a final decision with regard to that line item of the budget. The Principal will then consult with local Association reps in building the “extra duty schedule” for the next school year within those budget parameters, by identifying all activities that will have a paid advisor/coach/director and placing each activity in one of the five levels (“groups”) in the Extra Duty Schedule (below), based, generally, on the overall time commitment involved. Once completed, the updated schedule of all extra-duty assignments and their group placement for the next school year will be compiled and made available to all teachers.

(2) A fixed stipend based on the following schedule shall be set for all extra duty assignments filled by teachers. The Principal shall then issue Extra Duty Contracts to any teachers who have accepted assignments as advisor/coach/director of those activities. Extra Duty contracts shall be issued prior to the start of the activity.

(3) Teacher Extra Duty Compensation Schedule. The stipend shall be equal to the listed percentage applied to the base (Step 1B) of the teacher schedule for that school year.

Group I - 9.5% (Equivalent of approximately 240 hours per sports season or year: 14-16 weeks, 20-24 events, 5-6 practices/week, averages 2 hour/practice, varsity level position)

Group II - 7.3% (Equivalent of approximately 190 hours per sports season or year: 10-16 weeks, 14-20 events, 5 practices/week, averages 1.5-2 hour/practice, varsity level or JV level position)

Group III - 5.2% (Equivalent of approximately 140 hours per sports season or year: 8-10 weeks, 14-16 events, 5 practices/week, averages 1.5 hour/practice, varsity level position)



Group IV - 3.7% (Equivalent of approximately 100 hours per sports season or year: 8-10 weeks, 10-12 events, 3-5 practices/week, averages 1.5 hour/practice, varsity level position)

Group V - 3.2% (Equivalent of approximately 90 hours per sports season or year: 8-10 weeks, 10-12 events, 3-4 practices/week, averages 1.5 hour/practice, varsity level position)

(4) The LUMS, LUHS, GMTCC Association or an individual teacher may appeal the Principal's final decision with regard to the group placement of a given "extra duty" activity to the Superintendent, and ultimately Board, outside the Master Agreement grievance procedure. The Board's decision will be final.

(5) The above LUMS, LUHS, GMTCC extra duty compensation schedule may be modified upon mutual agreement of the Principal and local Association reps, subject to review by the Superintendent and formal approval by the LNSU Board.

## **ARTICLE VII: PAID TIME OFF & LEAVES OF ABSENCE**

7.1 Advance notice. When it is necessary that a teacher be absent on approved leave, the Principal of the school shall be notified at least forty-eight (48) hours in advance, except in the case of illness or emergency situations. Leave may be taken in quarter, half or whole-day increments, except that a minimum of a half-day must be taken if a sub must be hired.

### 7.2 Discretionary Personal Leave ("Personal Days of Absence")

Each teacher shall be allowed three (3) paid days per year, for personal business, with no reasons needing to be given. Notice to the teacher's supervisor that personal leave is to be taken shall be made at least forty-eight (48) hours in advance (except in the case of an emergency). No personal leave shall be taken before or after a vacation or holiday except in unusual circumstances as approved by the teacher's supervisor.

### 7.3 Medical ("sick") Leave

7.3.1 Each teacher will be granted 15 days of sick leave annually. Unused days shall be carried forward from one year to the next with the maximum accrual equal to one school year, including the 15 day increment for each new contract year. A teacher may claim sick leave for bona fide reasons without loss of any salary.

7.3.2 Teachers may use accrued sick leave for the following purposes: bona fide illness or disability and related medical appointments which are made due to illness, disability, or physical and/or psychological conditions.

#### 7.3.3 Certification of Need for Medical Leave or Fitness to Return to Work

7.3.3-1 It is the Administration's right to verify illness when absence exceeds five (5) consecutive days, or if there is a suspected pattern of abuse, even though five (5) consecutive days may not have been used. The Administration shall require a teacher to furnish a registered physician's signed certification, which may serve as an initial or an additional opinion, stating that the teacher's absence is for valid medical reasons. The teacher and the Administration will jointly select the physician and the school district will pay the cost of this examination.

7.3.3-2 If such certification shows a teacher's absence not to be for valid medical reasons, then one day of pay at the teacher's per diem rate based on FTE and salary will be deducted from the teacher's pay for each day of unsubstantiated absence.

7.3.3-3 The Administration may also require a teacher to present certification from his physician regarding fitness to return to work with or without restrictions after an absence due to illness, injury, childbirth, or emotional condition.

7.3.4 A teacher who has exhausted all sick leave, but still requires time off due to reasons cited in paragraph 7.3.2 above, will be required to take full day absences.

7.3.5 Accrued unused sick leave balances will be made available on the payroll advice slip provided to each teacher with his paycheck.

#### 7.3.6 Sick Leave Bank:

A bank of sick leave may be established at the discretion of the teachers with separate accounts for each bargaining unit/school in accordance with the terms and conditions set below:

7.3.6-1 The Sick Leave Bank (SLB) shall exist for the purpose of providing paid sick leave for participating teachers who have used all their own accumulated sick leave and are struck by serious illness, disability, or accident that prevents them from working. In extreme cases of hardship as determined by the Superintendent, he may grant SLB withdrawals for use in the case of a family member's illness.

7.3.6-2 The SLB will be available to all members of the bargaining unit who contribute to it.

7.3.6-3 A teacher new to his district shall be eligible to contribute two sick days from his accumulation. Any sick days remaining in the bank at the end of the year shall remain in the bank. A teacher, during subsequent year(s), may voluntarily contribute additional days to a maximum of two days per teacher per year. Any teacher who has had the opportunity to contribute to the bank, but has not, or does not, shall be ineligible to receive SLB benefits. If the SLB is depleted during the contract year, teachers may voluntarily contribute days to re-establish the SLB. The Association shall provide the Superintendent with a detailed annual reconciliation of the SLB's balance as of October 1 each year for the prior twelve months. The reconciliation will indicate the names of all participants, number of days deposited and withdrawn by each participant, and beginning and ending balances.

7.3.6-4 Any eligible teacher who has exhausted his sick leave may make written application for withdrawal from said SLB, which will be administered by the Emergency Leave Committee of the Association. A teacher who is or may be disabled must make a timely application for coverage under the Long Term Disability (LTD) plan. The Association will send a copy of the teacher's application for leave, as well as information regarding the number of sick leave bank days awarded to the teacher, to the Superintendent at the time its decision is made. The parties agree that no teacher determined to be eligible for coverage under the LTD Plan may receive more donated days from the sick leave bank than are necessary to meet the 60-day elimination period for eligibility in the LTD plan. The Association and the Superintendent agree to maintain open communications regarding the administration of the sick bank.

7.3.6-5 Under no circumstances may a teacher who is retiring or otherwise leaving employment in a school covered by this Agreement donate his accrued unused sick leave to the SLB. All donations are subject to the conditions described in 7.27-3 above.

7.3.6-6 The local school board shall establish a new sick leave bank for LNSU Special Education teachers with a donation of two (2) days per employee for each licensed special education employee who has made contributions. Subsequent deposits to the bank shall be by the employee and governed by the provisions of 7.3.6. Employees who have not made initial contribution shall be required to make an initial contribution.

#### 7.3.7 Sick Leave Buy-Out

7.3.7-1 Upon retirement from the teaching profession, a teacher who has served his district for a minimum of 15 years and has reached the age of 55, shall be entitled to compensation for unused sick days. This will be at a rate of fifty (\$50.00) dollars per unused sick day, subject to the maximum accrual allowed in paragraph 7.3.1. The maximum liability to the Board per eligible teacher will not exceed \$50 multiplied by the number of days in the teacher's contract year. The benefit will be paid in three equal annual installments starting on the fifteenth of January of the year following retirement, or on a different schedule if mutually agreed upon by the Superintendent and teacher.

7.3.7-2 The following additional terms must be met in order for a teacher to receive the sick leave buyout:

- (1) The teacher shall submit a formal letter of resignation to the Superintendent no later than the first scheduled work day in January of the teacher's final contract year. Specifically, the teacher shall: one, call or e-mail the LNSU H.R. Director by this date that the letter of resignation has been or will be submitted; and two, hand-deliver the letter by this date to the Central Office during C.O. work hours, OR, mail the letter so that it is postmarked no later than December 31. Once the letter is submitted, the teacher will no longer be entitled to a contract for the following school year, except as provided for in (2) below.
- (2) In the case of a major and unforeseeable change in personal life circumstances after a teacher has submitted a letter of resignation, such as death or serious disability of a spouse, a teacher may ask the Board to rescind the letter of resignation. The Board shall have the sole discretion to grant or deny the teacher's request. If the request is granted, then the teacher shall be issued a contract consistent with all applicable terms of this Agreement. The Board's decision shall be final and shall not be grievable under Article XV.
- (3) A teacher who elects to retire without submitting a letter of resignation under the terms of (1) above shall not be entitled to any payment for unused sick leave upon retirement.

#### 7.4 Bereavement Leave

In the event of a death of a member of a teacher's immediate family, or close friend or relative, each teacher will be allowed time as actually needed but not to exceed five (5) days per event. Bereavement leave may be extended at the discretion of the Superintendent.

#### 7.5 Emergency Leave

Such time as is actually needed, but not to exceed four (4) days, shall be granted for unforeseeable acts of nature or other emergency circumstances which prevent a teacher from attending to his/her duties. Requests for emergency leave are subject to the approval of the Superintendent.

#### 7.6 Compliance with Federal & State Family/Medical Leave Laws

7.6.1 Each respective Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Law ("VPFLL"). Leave pursuant to each of these acts shall be provided to eligible teachers according to the Board's policies and practices. Whenever a teacher is granted paid or unpaid leave pursuant to the terms of this Agreement that also qualifies as FMLA and/or VPFLL leave, the leaves will be provided concurrently. The teacher may elect to use accrued sick leave or other paid leave consistent with the terms of this Agreement during any period of leave provided pursuant to FMLA and/or VPFLL, but limited to 30 days of paid leave when it involves care of a family member and not a medical illness or injury of the employee. Also, FMLA/VPFLL leave will be provided concurrent with Workers' Compensation benefits where such entitlement exists. Such leave is not meant to diminish or enlarge any leave provided for elsewhere under this Agreement.

7.6.2 A teacher on an approved FMLA/VPFLL leave shall maintain his right to the same position held at the time the leave commenced, if available, or to a substantially equivalent position. FMLA/VPFLL leave shall be considered "active employment" for purposes of personal/medical leave accrual, seniority, and vertical salary step placement. A teacher returning from FMLA/VPFLL leave shall be entitled to insurance and tuition benefits on the same terms as any other teacher.

7.6.3 A "week" for the purpose of measuring an eligible teacher's leave under the FMLA/VPFLL shall be five scheduled teacher workdays.

#### 7.7 Parental Leave

**Child-bearing:** Absences caused by temporary medical disabilities associated with pregnancy or childbirth are subject to the medical leave provisions of this Agreement, and are covered when the absence is based on a medical determination that the employee is incapable of performing her job. *[See Medical Leave 7.3.2]*

**Child-rearing:** If a teacher wishes to take time off to spend time with his/her child, the teacher will be subject to applicable portions of Medical Leave, Discretionary Personal Leave and Unpaid Personal Leave of Absence



provisions in this Agreement. These terms incorporate any applicable federal or state regulations governing family leave. (See 7.8 below *“Unpaid Personal Leaves of Absence”* for notice requirements and other pertinent terms.)

## 7.8 Unpaid Personal Leave of Absence

7.8.1 A teacher may request a personal leave of absence without pay, stating the length and purpose of the leave. If the reasons for the leave are compelling, and the teacher has had a satisfactory record of employment with the District, an effort will be made to grant the request. Leave requests are expected to coincide with school semesters/terms to the greatest extent possible.

7.8.2 Leave requests should be submitted as far in advance as possible, preferably five calendar months or more before the desired start of a non-emergency leave. The teacher requesting unpaid personal leave shall submit a request in writing to the Principal, who shall refer it to the Superintendent with a recommendation. The request shall include the reason for seeking leave and an indication of its probable duration. Normally, unpaid leave requests will not exceed one school year, although requests for longer leave periods may be considered. The teacher shall be notified in writing of the Superintendent's decision.

7.8.3 A teacher returning from an unpaid leave of one school year or less shall be guaranteed employment in the same position held at the time such leave commenced, or to a substantially equivalent position, provided the elimination or reduction in FTE of teaching positions under Article XIV (“RIF”) during the leave period would not have resulted in the teacher's being reassigned to a lower FTE position or laid off in the interim. A teacher who wishes to return to work after a leave of more than a school year may be guaranteed such re-employment at the discretion of the Board (unless required by law).

7.8.4 Health & dental insurance benefits. If an unpaid leave qualifies as leave under the federal Family & Medical Leave Act, the District will pay 100% of the normal District cost for health insurance for up to 12 weeks of leave. (This provision applies only to a teacher who does not use paid medical leave for up to 12 weeks of FMLA leave, because such paid leave would automatically qualify the teacher for continued health insurance benefits.) Otherwise, continued health and dental insurance coverage shall be available during this leave at the teacher's expense and in accordance with provisions of the federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

7.8.5 When a teacher is not issued a full-year contract at the start of a school year, then annual personal and medical leave accrual shall be reduced in proportion to the portion of a given school year that a teacher is on unpaid leave, excluding any part of the leave that also qualifies as FMLA/VPFLL leave. For example, if a teacher starts the year out on leave, and returns to work after a 92-day non-FMLA unpaid leave, he will accrue half the regular number of personal and medical leave days for that school year. A teacher returning from unpaid leave shall retain his unused medical leave balance at the start of the leave and shall be eligible for insurance benefits on the same terms as any other teacher.

7.8.6 Unpaid leave, excluding any portion that also qualifies as FMLA/VPFLL leave, shall not be considered "active employment" for purposes of seniority accrual or salary schedule placement, nor shall it be considered an interruption in service. However, a teacher who takes non-FMLA unpaid leave of no more than 65 work days in a school year, and who is actively employed for at least 120 days of that year, shall be eligible for step advancement, if applicable. Upon return from an unpaid leave, the teacher's salary will be set consistent with applicable terms of Article VI.

7.8.7 A teacher who is on unpaid leave or sabbatical leave as of March 15 and wishes to return to work for all or part of the following school year must notify the Principal or Superintendent to that effect by March 15. If a teacher plans to return from leave in the middle of a school year, she is expected to give notice at least one calendar month prior to the expected day of return to work. Failure to give the required notice of intent to return to work, and/or failure to return to work upon the scheduled expiration date of the leave will be considered voluntary resignation from District employment. The superintendent may extend this deadline under extenuating circumstances.

7.8.8 A teacher may appeal the Superintendent's denial of a request for leave under this provision by filing a grievance. For the purpose of this article only, such grievance will go immediately to step 3 of the Grievance

Procedure as outlined in Article XV and will be heard by the Board within sixteen days of the filing of the grievance.

#### 7.9 Sabbatical Leave.

The Board may grant sabbatical leaves of absence for professional development upon the recommendation of the applicable Principal, subject to the following conditions:

7.9.1 Requests for sabbatical leave must be in writing and must be submitted no later than the April 1 preceding the semester of the school year for which the sabbatical leave is requested. The Superintendent may extend this deadline under extenuating circumstances.

7.9.2 A teacher must have a minimum of seven (7) years of active service within a period of uninterrupted service (*see Definitions*) in the district to which application has been made to be eligible to request such a leave. For example, if a teacher teaches for four years and then takes a year of parental leave, he must teach for another three years upon returning from the leave before being eligible to apply for a sabbatical leave.

7.9.3 A teacher granted a sabbatical leave will not be eligible for another such leave until completing seven (7) more years of active service within a period of uninterrupted service in the district to which application will be made.

7.9.4 A teacher on sabbatical leave will be paid 60% of the FTE salary he would otherwise have been paid during the sabbatical period. The teacher shall be eligible to remain enrolled in District health, dental insurance and Cafeteria benefits plans (if applicable), with the District paying 60% of the normal District share of the cost for a full-time teacher, and the teacher contributing the balance of the total cost of the premium.

7.9.5 Annual personal and medical leave accrual shall be reduced in proportion to the percentage of a given school year that a teacher is on sabbatical leave. For example, if a teacher takes a 92 day sabbatical leave, he/she would be credited with half the regular number of medical leave days for that school year. A teacher returning from a sabbatical shall retain his unused medical leave balance at the start of the leave and shall be eligible for insurance benefits on the same terms as any other teacher.

7.9.6 A sabbatical leave shall not be considered "active employment" for purposes of seniority accrual or salary schedule placement, nor shall it be considered an interruption in service. However, a teacher who takes sabbatical leave of no more than 65 work days in a school year, and who is actively employed for at least 120 days of that year, shall be eligible for step advancement, if applicable. Upon return, the teacher shall be placed on the appropriate salary schedule consistent with applicable terms of Article VI.

7.9.7 The teacher returning from a sabbatical leave shall be available to discuss the experience with the Board at one of its regularly scheduled meetings and shall submit to the administration and Board a report containing transcripts of either college, university, or technical study while on leave, and/or all other documentation pertinent to an evaluation of his program. At the Principal's request, the teacher shall make a presentation to other faculty related to the sabbatical experience as part of the school's professional development activities. The teacher shall not receive supplemental compensation for these post-sabbatical information-sharing activities.

7.9.8 The teacher shall agree to return to his former position for two (2) full contract years.

7.9.9 Failure to meet the contractual provisions of section 7.8, including 7.8.7, will result in a penalty of a 100% pay-back of all salary paid to and insurance and other benefit costs incurred by the District on behalf of the teacher while on leave. In extenuating circumstances benefiting both the teacher and the Board, the Board shall have the option of reducing or cancelling this requirement.

#### 7.10 Jury Duty

A teacher shall be allowed paid leave for jury duty. A teacher serving on jury duty shall receive his regular salary during the time of entitlement to paid leave for the jury duty, and shall in turn pay to the school district, within ten (10) days of receipt, any compensation received from the court.

#### 7.11 Additional Leave at the Discretion of the Superintendent

Additional paid or unpaid leave days may be granted by the Superintendent upon the written request of the teacher.

### **ARTICLE VIII: EMPLOYEE INSURANCE & RELATED BENEFITS**

#### 8.1 Health Insurance

##### 8.1.1 Commission on Public School Employee Health Benefits.

The Board shall provide teachers health insurance and related benefits as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §§ 2101-2108.

#### 8.2 Dental Insurance

8.2.1 The Board will pay 100% of the cost of group dental insurance for the single or two person enrollment options. The teacher may elect to cover all eligible family members and will pay the difference in cost between two-person and family coverage.

8.2.2 Dental benefits as a percentage of allowable total costs per procedure will be guaranteed at the FY 2011-12 levels, namely, 100% Level A/diagnostic & preventative (cleaning and exam); 90% Level B/basic treatment (fillings, root canals, periodontics, extractions, etc.); and 50% Level C/major treatment (crowns, bridges, dentures, implants, etc.)

8.2.3 Maximum benefit paid annually shall be \$1,500 per insured person.

#### 8.3 Section 125 Cafeteria Benefits Plan

8.3.1 The Boards agree to establish and administer a qualified IRS Section 125 plan for “cash in lieu of benefits” under 8.3.2 below, as well as insurance premium conversion under 8.1 and 8.2 above.

##### 8.3.2 Health Insurance “buyout”

8.3.2-1 Teachers electing not to participate in the health care coverage under Article VIII shall receive cash-in-lieu-of-benefit as authorized by the IRS Section 125. By law, a teacher electing this benefit must give written notice to the LNSU Central Office of his intent to claim the cash benefit for the next year during open enrollment annually along with documentary evidence of alternate coverage that is in force. Payment of this “cash in lieu of coverage” benefit will be made in substantially equal installments over the course of the contract year and will be pro-rated to correspond with the teacher’s FTE.

8.3.2-2 Any eligible covered employee electing not to participate in the health care coverage shall receive, as cash in lieu of health insurance \$3,000.

##### 8.3.2-3 Commission on Public School Employee Health Benefits.

The Board shall provide teachers health insurance and related benefits as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §§ 2101-2108.

8.4 Life Insurance. The Board shall provide and pay the premiums for group term life insurance for each teacher in the face amount of seventy thousand dollars (\$70,000).

8.5 Long-Term Disability Insurance. The Board will provide teachers with long-term disability insurance on a 100% non-contributory basis.

8.6 Worker's Compensation Insurance. The Board shall cover teachers for Worker's Compensation, which will furnish the statutory benefits for an employee who is injured during the course of his employment. No sick leave time shall be charged against a teacher's present or accumulated sick leave unless the Teacher is still incapacitated at the end of the statutory period of coverage. At that time, she may draw upon paid sick leave time as necessary.

8.7 403(b) Retirement Plan. In order to encourage supplemental saving for retirement, the Board will make available a non-matching voluntary retirement savings plan through payroll deduction under provisions of Internal Revenue Code Section 403(b).

8.8 Full-time benefits at 80% FTE. At least 80% but less than 100% FTE teachers will be considered 100% FTE for purposes of District group health and dental insurance coverage, Cafeteria Plan Flexible Spending Account contributions, and, if applicable, life insurance.

## **ARTICLE IX EDUCATIONAL BENEFITS**

9.1 Purpose. The Board encourages all teachers to engage in ongoing professional development to maintain a good working knowledge of current developments in their field and master new teaching methods as appropriate; and/or to pursue a master's degree in their subject/content area.

### 9.2 General Terms

9.2-1 The terms of this Article normally shall apply only to training that a teacher attends outside of paid work hours under this Agreement. If a teacher attends a training event on an in-session professional day, in-service day, or supplemental or extended work day, the cost of the training will not be considered "educational benefits" under this section. If part of a course or training that otherwise qualifies for tuition benefits is held on a paid work day, the teacher normally will be expected to take personal leave to attend that part of the course. However, the Principal may approve a professional day for this purpose, if the activity constitutes only a minor portion of the course and is otherwise an appropriate professional day activity for that teacher. Alternatively, if a teacher attends a training on a professional day, but wishes to do extra work on her own time for graduate credit, the graduate credits and extra fee charged for them will be treated as tuition benefits.

### 9.3 Tuition Benefits

9.3.1 Tuition benefits shall be paid only for courses and other professional training programs that qualify for "recognized horizontal movement credits" as prescribed in Article VI, regardless of whether the teacher is currently eligible to apply the credits to horizontal movement (eg. due to being capped at M+45).

9.3.2 For a full-time (1.0 FTE) teacher, the District shall pay course tuition and mandatory enrollment fees or, in the case of professional training programs not charging "tuition", the equivalent of tuition (eg. "registration fees"), for up to six (6) recognized credits per fiscal year. The per credit cost shall not exceed that of an in-state graduate credit at UVM plus \$15 in mandatory fees, and the cumulative annual cost shall not exceed that of six (6) in-state UVM graduate credits plus \$90 in mandatory fees, subject to the overall limitation of 9.2 above. However, in the case of St. Michael's College credits, the allowable per-credit cost shall be the cost of an SMC in-state graduate credit plus \$15 in fees, up to 110% of the allowable cost of a comparable UVM credit, and the cumulative annual cost cap shall be adjusted accordingly. On-line materials and access fees will be covered for on-line courses costing less than the UVM rate, up to the UVM rate.

9.3.3 A teacher enrolled in an approved graduate degree program shall be eligible for an additional three (3) credits of tuition benefits per fiscal year for courses the teacher is able to document as counting toward the graduate degree, subject to the cost caps established in 9.3.2.

9.3.4 The teacher must obtain advance approval from the principal and superintendent that the course or training program will be eligible for: one, "recognized credit", and the number of such credits; and two, tuition benefits, and the amount of such benefits.

9.3.5 Eligibility for tuition benefits shall be contingent on a teacher completing a course successfully, as demonstrated by a grade of “B” or the equivalent where applicable, as determined by the Superintendent. If tuition costs are paid in advance by the District for a course that a teacher fails to complete successfully, then the teacher shall reimburse the District for those costs as follows, unless alternative arrangements are approved by the Superintendent: one, if the teacher is actively employed by the District, through payroll deductions spread evenly over the pay periods remaining in the current fiscal year; or two, if the teacher is no longer actively employed by the District, by direct repayment of the total amount owed within 30 days of receipt of a bill from the District.

9.3.6 Tuition Benefit “Advance.” If the Superintendent deems a specific specialty license, endorsement or professional certification to be a mandatory or highly desirable credential for the holder of a particular position, then a teacher who holds or has agreed to be reassigned to such a position shall be eligible for an advance of up to 12 credits (4 courses) in tuition benefits during the first three years of employment in the position, or the year preceding the reassignment plus the first two years in the position, in order to take courses required to obtain the preferred credential. The teacher shall be eligible for a maximum of 18 credits of tuition benefits during these three years, exclusive of eligibility for extra credits under 9.3.3 above. If the teacher leaves District employment for any reason other than elimination of the position/RIF or voluntarily changes positions (that is, requests transfer to a different position) before having worked long enough in the new position to “earn back” the advance, then any outstanding tuition benefit advance received under this section will be deducted from the teacher’s salary or repaid by the teacher. Any teacher receiving a tuition benefit advance will be required to agree to these terms in writing at the time the advance is granted.

9.4 Specific Terms: The granting of any benefits under this Article shall also be subject to the following specific terms:

9.4.1 Educational benefits costs normally will be debited against a teacher’s annual benefit entitlement in the fiscal year in which the course or training is completed. However, under extenuating circumstances, the Superintendent may allow a course/training to be debited against the teacher’s entitlement for the fiscal year in which the course/training began.

9.4.2 Educational benefits for summer courses beginning in June after the final school day shall be paid only for a teacher covered by this Agreement for the subsequent fiscal/school year beginning July 1.

9.4.3 The District shall not pay travel costs (transportation, meals, or lodging) associated with any course or training program paid for with educational benefits, except under unusual circumstances in which the Principal and Superintendent determine that doing so is in the best interest of the District, for example, if paying extra travel costs for a teacher to take a course/training offered some distance away would significantly accelerate that teacher acquiring a license endorsement that is a high priority for the school.

## **ARTICLE X: PROBATIONARY PERIOD**

### **10.1 Definition**

Notwithstanding any other provisions in this Agreement to the contrary, a teacher new to the District who has less than one year of teaching experience shall, during the first two (2) years of employment by the Board, work under probationary teaching contracts. If the teacher has at least one full year of teaching experience, but is new to the District, he shall serve a probationary period of one year only. A teacher working under a probationary contract that the Board does not intend to renew will be so notified on or before April 15. A teacher on said probation shall be subject to the following:

### **10.2 Orientation & Training**

At the discretion of the Principal and before the start of the first year of service, newly hired teachers shall be paid for up to two additional scheduled in-service days for the purposes of orientation. The Principal shall schedule these days at his discretion, but with at least five days advanced notice to the teacher(s). The content of the orientation will be determined by the Principal and will cover such topics as teaching assignments, the teacher evaluation process, school-wide programs, operational policies and procedures, and the like.



In any LNSU elementary school engaged in the “Responsive Classroom” initiative, it shall be a condition of employment of any newly hired teacher at that Principal’s discretion that the new teacher attends the week long “Responsive Classroom” summer training on an unpaid basis just prior to or immediately following his first contract year. Tuition and program fees will be paid by the applicable district. If the Principal directs the teacher’s attendance at training that is more than 60 miles from the school then reasonable overnight travel expenses will also be covered. In no event will the costs of this program count toward the teacher’s annual tuition reimbursement entitlement as detailed in Article IX.

### **10.3 Observation & Evaluation**

During the first year of a teacher’s service, the Principal will conduct a minimum of three classroom observations, and during the second year of service (if applicable), a minimum of two classroom observations, which will be scheduled in advance with the teacher, will not exceed one per two-week period, and will be completed by March 31st. Additional observations may be conducted at the discretion of the Principal throughout the year. During each year of probation, the Principal will hold a mid-year review meeting to discuss the teacher’s progress, after which the Principal will also complete a written evaluation report. Classroom observations and evaluations during the probationary period are otherwise subject to all pertinent terms of this Agreement. Two written evaluations of the probationary teacher are required per year.

### **10.4 Salary Step Placement (See Article 6.4)**

### **10.5 Limitations in Applicability of the Terms of this Agreement**

During this period of probation, a Board decision to non-renew a teacher’s contract will not be subject to the grievance or arbitration provisions of this Agreement.

## **ARTICLE XI: PERFORMANCE REVIEW (Teacher Observation & Evaluation)**

11.1 The Board and Association agree that it is a management right to determine the method and instruments used in evaluating teachers, and that the purpose of teacher evaluation is to improve education and the educational conditions in the school and to enhance the professional development of the teacher. It is the Principal’s responsibility to evaluate the performance of teachers fairly and equitably. The Board acknowledges that any evaluation system used must involve adequate observation so as to allow for informed judgment and adequate opportunity for correction of any noted deficiencies. (See also 10.3 regarding evaluation of new teachers.)

11.2 All monitoring or observation of the work performance of a teacher will be conducted openly and with the knowledge of the teacher, and, if agreed to by the teacher, may include the use of audio and video recording technology, but shall not include the secret use of eavesdropping, public address, audio systems, video systems, and similar surveillance devices. The Superintendent and Principals will develop a protocol for the use of such technology, in collaboration with the Association, prior to its implementation as a regular part of the teacher evaluation and observation process, which may involve testing such a protocol on a pilot basis in one or more schools.

11.3 A teacher will receive a copy of any written observation or evaluation report prepared by the Principal within six (6) school days of the teaching observation or the incident covered in the written report. A teacher receiving a written observation or evaluation report may make a written request for a conference to discuss the report with the Principal. If a teacher who receives a copy of an observation or evaluation report wants a conference, his written request must be made within six (6) school days after receiving the report. If such a conference is requested in writing by a teacher, the conference will be scheduled no later than six (6) school days after receipt of the written request for a conference.

11.4 Upon initial receipt of an observation or evaluation report, the teacher will be asked to sign a copy to indicate receipt of it. The teacher’s signature will not be taken to necessarily indicate concurrence with the content, just that it was received. If a teacher refuses to sign the report, it will be so noted on the report and forwarded to the school’s Association representative who shall sign it. No teacher shall be required to sign a blank or incomplete evaluation form.

11.5 No observation or evaluation report will be submitted to the Superintendent or placed in a teacher's file that does not contain a signature to indicate that the report was received by either the teacher or the Association representative.

11.6 A teacher receiving an observation or evaluation report containing statements or conclusions which he deems to be incorrect or derogatory may submit a written rebuttal setting forth the teacher's view of the situation. The teacher's rebuttal, if received by the Principal not later than six (6) school days after a teacher received a report, or six (6) school days following a conference, whichever applies, will be attached to the report and be placed in the teacher's file.

11.7 If a teacher is to be formally reprimanded or disciplined orally during a personal face-to-face conference with the Principal, he will be entitled to have an Association representative present. See 13.3 below for other guidance regarding corrective action of inappropriate teacher conduct or poor job performance.

11.8 The final file copy of an observation or evaluation report by the Administration shall be typed.

## **ARTICLE XII: PERSONNEL FILES**

12.1 There shall be only one official personnel file for each teacher, which shall be maintained at the LNSU Central Office. Teachers will have the right, upon request, to review the contents of their personnel files and to make copies of any documents contained therein. The teacher may be accompanied by an Association representative during such review. The Principal or a Central Office representative may also be present at the time of review. Teachers will have the right to indicate documents and/or other materials in the file which are believed to be obsolete or otherwise inappropriate for retention. The removal and destruction of such documents will be at the sole discretion of the Superintendent of Schools, consistent with laws or policy regarding records retention.

12.2 No material derogatory to a teacher's conduct, services, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review it first.

## **ARTICLE XIII: PERSONNEL ACTIONS FOR "JUST & SUFFICIENT CAUSE; CORRECTIVE ACTION GUIDELINES**

### **13.1 Personnel Actions for Just and Sufficient Cause**

13.1.1 With specific exceptions as provided for elsewhere in this Agreement, a teacher shall not, without just and sufficient cause: (1) be formally reprimanded or disciplined; (2) be suspended or dismissed; (3) suffer a loss of pay or benefits; (4) have restrictions placed on his/her contract, or (5) have his/her contract "non-renewed".

13.1.2 In most instances, formal disciplinary or corrective action will be initiated with an "initial advisory" and/or "formal warning", using the process described in 13.2 below. However, circumstances involving a serious breach of professional standards of conduct may warrant the immediate implementation of disciplinary measures, rather than a warning. Such action will begin with a meeting of which the teacher will have 48 hours advance notice, if feasible; at which the teacher may have an Association or other advisor present and is given an opportunity to respond to the charges; and at or following which the teacher is given a written memorandum providing a detailed explanation of the administrator's assessment of the breach of standards and disciplinary action to be taken.

13.1.3 Suspension with pay, pending investigation. If a teacher has committed a serious breach of job performance standards or has allegedly displayed offensive or injurious behavior toward others while performing his professional duties, the Principal may recommend suspension with pay to the Superintendent, who may relieve a teacher of his teaching duties and place the teacher on administrative leave, with pay, for a period not to exceed thirty (30) calendar days, for the purpose of investigating allegations which, if proven, would be grounds for further disciplinary action, including termination/removal pursuant to 16 VSA Section 1752.

13.1.4 Suspension without pay. The Superintendent's decision to suspend a teacher without pay as a disciplinary action shall be subject to approval by the Board. Any such teacher suspension shall be with pay pending Board approval of the Superintendent's recommendation for suspension without pay.

### **13.2 Corrective Action Guidelines**

The Board and Association agree that when serious problems involving job performance or conduct occur, teachers shall be treated with respect, in accordance with the principles of due process. The Board will adhere to the following guidelines in addressing the majority of teacher performance or professional conduct problems, but may modify them under unusual circumstances, most notably in dealing with incidents involving allegations of serious professional misconduct.

The Board and Association recognize that reasonable standards for job performance and conduct must be maintained in any work setting, and that, generally, such standards are recognized and maintained by individual teachers without any need for specific action by the Principal. When a teacher does not maintain established job standards, the Principal is responsible for taking appropriate steps to correct the problem.

The Board and Association also agree that there are varying degrees of unsatisfactory job performance and conduct, which may require different corrective or disciplinary measures. In most instances, formal action will be taken only after the Principal has met with the teacher to discuss the problem and made a good faith effort to resolve it informally. Should the Principal believe a teacher performance or conduct problem requires the initiation of a formal, structured corrective action process, the Superintendent normally will be consulted regarding the best way to handle the problem.

The usual sequence of structured corrective actions is as follows:

#### **(1) Initial Advisory.**

This will be an oral discussion between the Principal and the teacher. This discussion will be supported by a written notification to the teacher stating that any subsequent conduct or performance that fails to meet acceptable standards will result in further disciplinary action. The Principal will keep a copy of this initial written notification and will submit a copy to the Superintendent. However, this document will not be filed in a teacher's official personnel file. This process may be repeated at the discretion of the Principal.

At the time the Principal schedules the meeting, she shall inform the teacher that it will be considered an Initial Advisory under these guidelines. The teacher may elect to have an Association representative or other advisor present at the meeting.

#### **(2) Formal Warning.**

A formal warning will involve both a discussion with the teacher and an official memorandum from the Principal or Superintendent to the teacher, with a copy for the teacher's official personnel file. The teacher will have the option of having an Association representative or other advisor present when the Principal or Superintendent issues a formal warning.

The teacher normally will be given 48 hours notice of the meeting, but it may be held sooner upon mutual agreement of the teacher and Principal, or due to the urgency of the issue or scheduling conflicts that would otherwise delay the meeting beyond a calendar week.

The written warning will inform the teacher that he is entitled to have an Association representative or other advisor involved at every stage of the corrective action process, and that, at the request of the teacher, any written documents (including e-mail) related to the process will be given or sent simultaneously to the teacher and his designated representative or advisor.

Both the discussion and written warning normally will refer to one or more specific previous oral discussions, will be sufficiently detailed so as to let the teacher know how he has failed to meet the required standards and will suggest, if appropriate, a course of action to improve the condition as well as a time period to be allowed for the resolution of the problem. Depending on the nature of the problem, the recommended course of action may include the implementation of a formal Improvement Plan, described further below. The teacher will have the opportunity to respond fully at the meeting to any information presented as part of the warning.



The discussion and written warning will also notify the teacher that failure to meet the requirements of the warning may result in suspension, dismissal, non-renewal of contract, or other action. The warning notice will include space for the teacher's comments, and will contain the teacher's signature, indicating only that he has received and read a copy of the warning notice, and has been given the opportunity to attach a response.

### **(3) *Improvement/Corrective Action Plan***

Improvement (or Corrective Action) Plans are formal plans, documented in writing, that outline the actions teachers must take and standards that they must sustain in order to demonstrate that they have corrected identified deficiencies in job performance or professional conduct.

The standard process for implementation of an Improvement Plan normally will consist of the following steps, but may be modified as needed to accommodate specific circumstances. The teacher will be entitled to have an Association representative or other advisor present at all meetings related to the Improvement Plan.

Step 1: A Principal may present an Improvement Plan: one, as part of a Formal Warning, or two, at any other time subsequent to a Formal Warning. If not part of a Formal Warning, then the Principal will notify the teacher in writing of his intent to issue an Improvement Plan prior to scheduling a meeting to review the Plan, which will be scheduled as expeditiously as possible, but normally not later than 6 school days after delivery of the written notification of intent. At the meeting, the Principal will explain his/her rationale for initiating the Improvement Plan.

Step 2: At the Formal Warning meeting, or a follow-up meeting expressly for this purpose scheduled within 14 school days of the Formal Warning meeting, or a subsequent meeting as described in Step 1 above, the Principal will present the Improvement Plan, which will include:

- a) A summary of the deficiencies that need to be corrected.
- b) A summary of the Principal's expectations, including specific objectives for teacher job performance and/or conduct, and if appropriate, actions the teacher will be required to take or activities the teacher will be required to complete in order to demonstrate that the stated objectives are being achieved, so that the Plan may be dissolved.
- c) An overall timeline for the Improvement Plan, including specific teacher actions, follow-up meetings, observation and review/feedback, and the like. Depending on the particular circumstances, the Principal may revise this timeline.
- d) A summary of possible continuing action and consequences if the expectations are not satisfactorily achieved.
- e) Signatures of the teacher and the Principal.

Step 3: The teacher will meet as deemed necessary by the Principal to review and record progress to correct the documented performance or conduct issues.

Step 4: Conclusion: At the end of the Improvement Plan timeframe, the teacher and the Principal will meet to assess the status of the Plan, at which time the Principal will notify the teacher that:

- a) sufficient progress has been made for the teacher to return to the normal evaluation cycle, or
- b) an extended Improvement Plan is necessary with a new timeframe, or
- c) that the situation warrants a conclusion that just and sufficient cause exists for further disciplinary action. In most instances, the teacher will be notified at this meeting as to the nature of such further action. If that has yet to be determined, the teacher will be given a timeframe within which that determination will be made.

Step 5: The Principal will send a written summary of the meeting in Step 4 to the teacher and the Superintendent within 6 school days following the meeting.

### **(4) *Other Disciplinary Actions***

When it has been determined that a teacher has engaged in serious professional misconduct, specific disciplinary actions may be imposed, such as suspension without pay.

(5) ***Termination of Employment***

After the Principal has taken appropriate steps to give a teacher an opportunity to correct a job performance or conduct problem, but with an unsatisfactory outcome, then dismissal or non-renewal of contract for just and sufficient cause may be recommended by the Principal. The recommendation will first be reviewed by the Superintendent, and if supported by the Superintendent, reviewed and approved by the Board.

(6) ***Immediate Discharge***

Discharge without prior warning may be appropriate for a serious first offense, including but not limited to gross negligence or misconduct, dishonesty or theft, fraud in securing a position, willful damage of property, or reporting to work under the influence of illegal drugs or alcohol.

**ARTICLE XIV: ELIMINATION OF TEACHER POSITIONS (“Reduction in Force/RIF”)**

14.1 Reductions in force and recall to teaching positions will be implemented solely within the school district in which the reduction or recall occurs, and not within or among the school districts which are signatories to this Agreement.

14.2 Notification to Association - The Association shall be notified of any contemplated reduction in staff as early as possible, but not later than March 20th for any reduction scheduled to take effect in September of the following school year.

14.3 Meeting with the Board - The Association may, within ten (10) days of receipt of a notice of staff reduction, request an opportunity to challenge the reasons for the staff reduction in a meeting before the Board.

14.4 Transfer - If a vacancy exists within the school’s bargaining unit for which a teacher affected by the reduction in staff is at that time presently licensed and properly endorsed as determined by the Administration, they will be transferred to that position.

14.4.-1 When a Licensed Special Education employee is transferred to Supervisory Union employment from one of the member schools, the teacher shall retain any previously accrued work experience, seniority, credit at the time of transfer, accumulated sick leave, or other benefits earned in the previous school district.

14.4-2 Transfer: In the event it is necessary for the SU to transfer a licensed special education employee’s worksite assignment within the supervisory union, the Superintendent or designee will take into consideration the teacher’s recent relevant experience in terms of content and grade level.

14.5 Notification to the Teacher - Layoff of a teacher shall be made only after a meeting between the teacher involved and the Superintendent, as soon as practicable but not later than April 1, at which time the teacher will be notified, in writing, of the reason (s) therefore. The teacher may, at his option, have a representative of the Association present at such meeting.

14.6 Staff Reduction:

14.6.1 In the event a teacher’s position is reduced in hours not exceeding twenty percentage points from his then current full time equivalency (FTE), the teacher shall retain rights to employee benefits on the same basis as established for his higher FTE, for a period not to exceed one year, subject to the terms and conditions of the applicable employee benefit insurance contracts. For purposes of this paragraph, the term “employee benefits” is limited to insurance benefits only.

14.6.2 When a reduction in force is to take effect, teachers assigned within the impacted area of professional licensure or certification shall be laid off in reverse order of seniority. For purpose of this article “seniority” will be defined as the number of years of teaching service in the school district, beginning with a teacher’s most recent period of continuous employment in the school district, including continuous uninterrupted periods of substitute teaching assignments of 60 days duration or longer in any one contract year and performed in the school district as a substitute with a VTDOE license, measured from the earliest effective date of continuous employment contracts.

14.6.3 Identical seniority as measured from the first day of a teacher's most recent period of continuous employment will be resolved, first by a determination of the earliest contract signing date for each teacher and, if not resolved by that method, then, the Administration shall recommend to the Superintendent which teacher(s) shall be laid off. The Superintendent will make a final decision based on the Administration's recommendation and his own professional assessment of how well qualified each teacher is based on respective educational backgrounds, past teaching records, and relevant professional qualities.

14.6.4 Part-time teachers will accrue seniority on a pro-rata basis. Seniority will continue to accrue during all paid leaves of absence.

14.6.5 Unpaid leaves of absence, employment by the Board in a position outside the negotiating unit, or layoff, will not break seniority, but such time will not be counted in computing seniority unless otherwise required by law.

14.6.6 If there is a vacancy in a bargaining unit position, laid off teachers who are currently licensed to perform the work in question will be recalled in seniority order. Teachers shall retain rights to recall for a period of two (2) years from the effective day of layoff, which is July 1. Notice of recall will be given by receipted hand delivery or by certified mail with return receipt requested, to the last address given to the Board by the teacher. A copy of the notice of recall will also be given to the Association. If a teacher's notice of recall cannot be delivered by the U.S. Postal Service or a teacher fails to respond within ten (10) days after receipt of the above notice of recall, he will be deemed to have refused the position offer and to have waived recall rights under this Agreement.

14.6.7 No reduction in staff will occur as the result of increased student instruction time.

## **ARTICLE XV: GRIEVANCE PROCEDURES**

15.1 The Association president or LNUFA building representative may bring issues brought to his attention to the Superintendent, School Board Chairperson, or Human Resources Director outside of this formal grievance process and without following any set chain of command.

15.2 Definitions for purposes of this Article XV:

15.2.1 A grievance is any written claim by a teacher(s) or the Association that there has been a violation, misinterpretation, or misapplication of the written terms of the Agreement.

15.2.2 The grievant is the person(s) making the claim, or the Association.

15.2.3 Immediate supervisor is the Principal, Special Education Coordinator, Superintendent, or other person so designated as exercising supervisory authority over the grievant.

15.2.4 "Day" or "days" shall mean day(s) when school is in session or that are designated as in-service days, except when a grievance is initiated on or after June 1<sup>st</sup>. For the purpose of processing a grievance initiated in June, "day" or "days" shall mean weekdays (Monday through Friday), so that the matter may be resolved before the end of the school year or as soon thereafter as possible.

15.3 Association Representation - The Board acknowledges the right of the Association to have at least one (1) Association representative present for all proceedings related to a grievance, which has been formally presented, and no teacher shall be required to discuss any grievance if a representative of the Association cannot be present. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the administration prior to filing the claim, and having the grievance adjusted without intervention of the Association, or to waive in writing the right to Association Representation while a grievance is in process through the specified steps, provided the Association has been notified and the adjustment of the grievance or the waiver is not inconsistent with the terms of this agreement.

15.4 Non-availability of either the administrator involved in processing a grievance or the Association Representative shall not exonerate the parties from adherence to the time frames set forth in paragraph 15.5 below; however, it is agreed that the timelines of the grievance procedure may be waived at any step by mutual agreement. Said waiver will be in writing and will delineate the agreed upon timeline at the particular step.

15.5 Procedure:

Unless a grievant states in writing at each procedural step that the written grievance and decision should not go to the Association, then the Association will receive a copy of the grievance and all written decisions will be sent to both the grievant and the Association at each step.

All grievances shall be submitted, in writing, to the appropriate official at each step, stating the alleged violation and the section of the contract involved and indicating the remedy sought. If a grievance originates above the principal's level, the Association has the right to file at Step 2 or Step 3, as appropriate.

The parties acknowledge that it is usually most desirable for a teacher and his immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, an 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 will be processed as follows:

**Step 1** - The teacher or the Association may present the grievance, in writing, to the immediate supervisor, who will arrange to meet within eleven (11) days with the parties. The Association's representative, the aggrieved teacher(s), and the immediate supervisor shall be present for the meeting. Each party shall also have the right to include in its representation such witnesses and counselors as it deems necessary to establish facts pertinent to the grievance. The immediate supervisor must provide the grievant and the Association with a written decision within six (6) days after such meeting, setting forth the reason(s) for the decision. No grievance will be given formal consideration unless it is filed within twenty-five (25) days after the grievant had or should have had knowledge of the occurrence, which gave rise to the grievance.

**Step 2** - If the grievance is not resolved in Step 1, or no decision has been rendered within the six (6) days following the Step 1 meeting or if the grievant did not request Step 1, then the grievant or the Association may refer the grievance to the Superintendent or his official designee within eleven (11) days after the Step 1 deadline. The Superintendent shall arrange for a meeting with the representative of the Association Grievance Committee and the grievant to take place within eleven (11) 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 eleven (11) days in which to provide his written decision to the respective parties to the grievance, which shall include reasons for the decision.

**Step 3** - If the grievance is not resolved at Step 2, or no decision has been rendered within the eleven (11) days following Step 2 meeting, then the grievant or the Association may refer the grievance to the Board in writing within six (6) days after the Step 2 deadline. The Board shall arrange for a meeting within sixteen (16) days after 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 Board will provide a written decision to the grievant and the Association within eleven (11) days, including reasons for the decision.

**Step 4** - Arbitration - If the grievance is not resolved at Step 3, or the Step 3 time limits expire without the issuance of the Board's written decision, then the Association may submit the grievance to arbitration by filing a written demand for arbitration with the Superintendent. Such request shall be delivered by electronic or certified mail. The Board and the Association, or its representative, shall seek to mutually agree upon the arbitrator. If agreement cannot be reached within eleven (11) days, arbitration shall be sought from the American Arbitration Association, under its Voluntary Labor Arbitration Rules.

If a demand for arbitration is not filed with the Superintendent within twenty-one (21) days of the due date of the Board's Step 3 reply or the date the Board's Step 3 reply is issued, whichever comes first, then the grievance will be deemed to be withdrawn.

15.6 The Parties agree that the time limits established for the filing of grievances at each step of the process are jurisdictional in nature, and that the failure of a grievant to file or advance a grievance within the time limits established herein renders the grievance null and void. By mutual written agreement of the parties, any of the above procedural timeframes may be extended or shortened.

15.7 The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no authority to alter, add to, or amend the provisions of this Agreement, but shall interpret and apply its written provisions to the issue(s) raised in the grievance.

15.8 Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator, which were not previously disclosed to the other party.

15.9 Each party shall bear the full costs of its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association, if applicable, will be divided equally between the parties.

15.10 No reprisals of any kind will be taken by a Board, the school administration, the Association, or any other person employed by a Board against any teacher because of his participation in this grievance procedure, whether as a grievant or as a witness.

15.11 The Board, administration, and Association 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.

15.12 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the grievant. Notwithstanding the foregoing, if a grievance decision upholds the administrator's original action then the administrator's original document initiating that action will remain filed in the personnel file of the grievant.

15.13 If a grievance implicates the immediate supervisor or involves a concern or issue above the level of the immediate supervisor, the grievant may initiate this procedure at Step 2 or 3, as appropriate. A grievance may also be withdrawn or settled at any level without establishing precedent.

15.14 If the immediate supervisor, Superintendent, or Board determines that the investigation or processing of any grievance requires that a grievant or his Association representative be released from their regular assignments, such release will be without loss of pay or benefits.

15.15 Acknowledgement of Arbitration: In accordance with 12 V.S.A., Section 5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association understand that they will not be able to bring 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.

IN WITNESS WHEREOF, the Boards and the member associations of the Lamoille North Supervisory Union on behalf of their teachers have hereunto caused their hands to be set to this Agreement by their respective representatives this 24th day of March, 2021.

**For the CES Board:**

Bernard P. Barnes  
Printed Name  
[Signature]  
Signature

**For the CES Teachers:**

Paul Legris  
Printed Name  
[Signature]  
Signature

**For the LNSU Board:**

Susan Hamlyn Prescott  
Printed Name  
[Signature]  
Signature

**For the LNSU Teachers:**

Carol-Lynn Willcan  
Printed Name  
[Signature]  
Signature

**For the LNMUUSD Board:**

Katie Orst  
Printed Name  
[Signature]  
Signature

**For the LNMUUSD Teachers:**

Patrick LaClarr  
Printed Name  
[Signature]  
Signature



**APPENDIX A-1****LAMOILLE NORTH MASTER AGREEMENT****FY22**

|           | <b>B</b>  | <b>B15</b> | <b>B30</b> | <b>M</b>  | <b>M15</b> | <b>M30</b> | <b>M45</b> |
|-----------|-----------|------------|------------|-----------|------------|------------|------------|
| <b>1</b>  | \$ 41,000 | \$ 42,500  | \$ 44,000  | \$ 45,500 | \$ 47,000  | \$ 48,500  | \$ 50,000  |
| <b>2</b>  | \$ 42,215 | \$ 43,715  | \$ 45,215  | \$ 46,715 | \$ 48,215  | \$ 49,715  | \$ 51,215  |
| <b>3</b>  | \$ 43,430 | \$ 44,930  | \$ 46,430  | \$ 47,930 | \$ 49,430  | \$ 50,930  | \$ 52,430  |
| <b>4</b>  | \$ 44,645 | \$ 46,145  | \$ 47,645  | \$ 49,145 | \$ 50,645  | \$ 52,145  | \$ 53,645  |
| <b>5</b>  | \$ 45,860 | \$ 47,360  | \$ 48,860  | \$ 50,360 | \$ 51,860  | \$ 53,360  | \$ 54,860  |
| <b>6</b>  | \$ 47,075 | \$ 48,575  | \$ 50,075  | \$ 51,575 | \$ 53,075  | \$ 54,575  | \$ 56,075  |
| <b>7</b>  | \$ 48,290 | \$ 49,790  | \$ 51,290  | \$ 52,790 | \$ 54,290  | \$ 55,790  | \$ 57,290  |
| <b>8</b>  | \$ 49,505 | \$ 51,005  | \$ 52,505  | \$ 54,005 | \$ 55,505  | \$ 57,005  | \$ 58,505  |
| <b>9</b>  | \$ 50,720 | \$ 52,220  | \$ 53,720  | \$ 55,220 | \$ 56,720  | \$ 58,220  | \$ 59,720  |
| <b>10</b> | \$ 51,935 | \$ 53,435  | \$ 54,935  | \$ 56,435 | \$ 57,935  | \$ 59,435  | \$ 60,935  |
| <b>11</b> | \$ 53,150 | \$ 54,650  | \$ 56,150  | \$ 57,650 | \$ 59,150  | \$ 60,650  | \$ 62,150  |
| <b>12</b> | \$ 54,365 | \$ 55,865  | \$ 57,365  | \$ 58,865 | \$ 60,365  | \$ 61,865  | \$ 63,365  |
| <b>13</b> | \$ 55,580 | \$ 57,080  | \$ 58,580  | \$ 60,080 | \$ 61,580  | \$ 63,080  | \$ 64,580  |
| <b>14</b> | \$ 56,795 | \$ 58,295  | \$ 59,795  | \$ 61,295 | \$ 62,795  | \$ 64,295  | \$ 65,795  |
| <b>15</b> | \$ 58,010 | \$ 59,510  | \$ 61,010  | \$ 62,510 | \$ 64,010  | \$ 65,510  | \$ 67,010  |
| <b>16</b> | \$ 59,225 | \$ 60,725  | \$ 62,225  | \$ 63,725 | \$ 65,225  | \$ 66,725  | \$ 68,225  |
| <b>17</b> | \$ 60,440 | \$ 61,940  | \$ 63,440  | \$ 64,940 | \$ 66,440  | \$ 67,940  | \$ 69,440  |
| <b>18</b> | \$ 61,655 | \$ 63,155  | \$ 64,655  | \$ 66,155 | \$ 67,655  | \$ 69,155  | \$ 70,655  |
| <b>19</b> | \$ 62,870 | \$ 64,370  | \$ 65,870  | \$ 67,370 | \$ 68,870  | \$ 70,370  | \$ 71,870  |
| <b>20</b> | \$ 64,085 | \$ 65,585  | \$ 67,085  | \$ 68,585 | \$ 70,085  | \$ 71,585  | \$ 73,085  |
| <b>21</b> |           | \$ 66,800  | \$ 68,300  | \$ 69,800 | \$ 71,300  | \$ 72,800  | \$ 74,300  |
| <b>22</b> |           | \$ 68,015  | \$ 69,515  | \$ 71,015 | \$ 72,515  | \$ 74,015  | \$ 75,515  |
| <b>23</b> |           | \$ 69,230  | \$ 70,730  | \$ 72,230 | \$ 73,730  | \$ 75,230  | \$ 76,730  |
| <b>24</b> |           |            | \$ 71,945  | \$ 73,445 | \$ 74,945  | \$ 76,445  | \$ 77,945  |

**APPENDIX A-2****LAMOILLE NORTH MASTER AGREEMENT****FY23**

|           | <b>B</b>  | <b>B15</b> | <b>B30</b> | <b>M</b>  | <b>M15</b> | <b>M30</b> | <b>M45</b> |
|-----------|-----------|------------|------------|-----------|------------|------------|------------|
| <b>1</b>  | \$ 41,000 | \$ 42,500  | \$ 44,000  | \$ 45,500 | \$ 47,000  | \$ 48,500  | \$ 50,000  |
| <b>2</b>  | \$ 42,344 | \$ 43,844  | \$ 45,344  | \$ 46,844 | \$ 48,344  | \$ 49,844  | \$ 51,344  |
| <b>3</b>  | \$ 43,688 | \$ 45,188  | \$ 46,688  | \$ 48,188 | \$ 49,688  | \$ 51,188  | \$ 52,688  |
| <b>4</b>  | \$ 45,032 | \$ 46,532  | \$ 48,032  | \$ 49,532 | \$ 51,032  | \$ 52,532  | \$ 54,032  |
| <b>5</b>  | \$ 46,376 | \$ 47,876  | \$ 49,376  | \$ 50,876 | \$ 52,376  | \$ 53,876  | \$ 55,376  |
| <b>6</b>  | \$ 47,720 | \$ 49,220  | \$ 50,720  | \$ 52,220 | \$ 53,720  | \$ 55,220  | \$ 56,720  |
| <b>7</b>  | \$ 49,064 | \$ 50,564  | \$ 52,064  | \$ 53,564 | \$ 55,064  | \$ 56,564  | \$ 58,064  |
| <b>8</b>  | \$ 50,408 | \$ 51,908  | \$ 53,408  | \$ 54,908 | \$ 56,408  | \$ 57,908  | \$ 59,408  |
| <b>9</b>  | \$ 51,752 | \$ 53,252  | \$ 54,752  | \$ 56,252 | \$ 57,752  | \$ 59,252  | \$ 60,752  |
| <b>10</b> | \$ 53,096 | \$ 54,596  | \$ 56,096  | \$ 57,596 | \$ 59,096  | \$ 60,596  | \$ 62,096  |
| <b>11</b> | \$ 54,440 | \$ 55,940  | \$ 57,440  | \$ 58,940 | \$ 60,440  | \$ 61,940  | \$ 63,440  |
| <b>12</b> | \$ 55,784 | \$ 57,284  | \$ 58,784  | \$ 60,284 | \$ 61,784  | \$ 63,284  | \$ 64,784  |
| <b>13</b> | \$ 57,128 | \$ 58,628  | \$ 60,128  | \$ 61,628 | \$ 63,128  | \$ 64,628  | \$ 66,128  |
| <b>14</b> | \$ 58,472 | \$ 59,972  | \$ 61,472  | \$ 62,972 | \$ 64,472  | \$ 65,972  | \$ 67,472  |
| <b>15</b> | \$ 59,816 | \$ 61,316  | \$ 62,816  | \$ 64,316 | \$ 65,816  | \$ 67,316  | \$ 68,816  |
| <b>16</b> | \$ 61,160 | \$ 62,660  | \$ 64,160  | \$ 65,660 | \$ 67,160  | \$ 68,660  | \$ 70,160  |
| <b>17</b> | \$ 62,504 | \$ 64,004  | \$ 65,504  | \$ 67,004 | \$ 68,504  | \$ 70,004  | \$ 71,504  |
| <b>18</b> | \$ 63,848 | \$ 65,348  | \$ 66,848  | \$ 68,348 | \$ 69,848  | \$ 71,348  | \$ 72,848  |
| <b>19</b> | \$ 65,192 | \$ 66,692  | \$ 68,192  | \$ 69,692 | \$ 71,192  | \$ 72,692  | \$ 74,192  |
| <b>20</b> | \$ 66,536 | \$ 68,036  | \$ 69,536  | \$ 71,036 | \$ 72,536  | \$ 74,036  | \$ 75,536  |
| <b>21</b> |           | \$ 69,380  | \$ 70,880  | \$ 72,380 | \$ 73,880  | \$ 75,380  | \$ 76,880  |
| <b>22</b> |           | \$ 70,724  | \$ 72,224  | \$ 73,724 | \$ 75,224  | \$ 76,724  | \$ 78,224  |



**LNSU Consolidated Teacher Master Agreement, July 2021 to June 2023**

**APPENDIX C – LIST OF TEACHERS GRANDFATHERED INTO COLUMNS**

| Name             | School | FY21 Highest Degree | FY21 Column | FY21 Step | Schedule      |
|------------------|--------|---------------------|-------------|-----------|---------------|
| Dunkley, Thomas  | LUHS   | Bachelors           | M           | 22        | Grandfathered |
| Jourdan, Dana A. | GMTCC  | No Degree           | M15         | 14        | Section 6.6.8 |
| Rich, Heidi A.   | LUMS   | Bachelor            | M           | 20        | Grandfathered |
| Stokes, Gregory  | GMTCC  | No Degree           | M           | 20        | Section 6.6.8 |
| Weller, Louis S. | GMTCC  | Bachelor            | B30         | 5         | Section 6.6.8 |

**APPENDIX D: LOCAL SCHOOL WORK SCHEDULE DETAIL**

1. The standard on-site teacher day for full-time teachers shall be 7.5 hours, inclusive of an unpaid lunch period (that is, scheduled on site 7.5 hours and 7 contracted paid hours).
2. The standard start/end times of a teacher work day shall fall between 7:00 a.m. to 4:00 p.m, scheduled at the discretion of administration.
3. Each full time teacher shall have a 30 minute daily duty free lunch period, which will be scheduled during cafeteria serving hours.
4. Scheduled supervision shall be as assigned by, and at the discretion of, the building administrator and will not interfere with prep time.
5. Specific hours per day and per week are to remain flexible with the clear understanding that all teachers agree to such meetings and duties as necessary to fulfill their professional obligations and that these responsibilities may carry beyond the hour limits of the normal school day.
6. No LUMS, LUHS, or GMTCC teacher shall be assigned more than an average of one hundred twenty-five (125) students per day in courses for which they are the “teacher of note”, except that Art, PE and Music teachers may have a maximum of one hundred thirty-five (135).