

WASHINGTON CENTRAL EDUCATION ASSOCIATION  
and  
U-32 STAFF ASSOCIATION

and

THE BOARDS OF SCHOOL DIRECTORS OF THE TOWNS  
OF BERLIN, CALAIS, EAST MONTPELIER, MIDDLESEX, WORCESTER,  
WASHINGTON CENTRAL SUPERVISORY UNION  
and  
UNION 32 SCHOOL DISTRICT

## **TEACHERS' AGREEMENT**

July 1, 2012 to June 30, 2013

July 1, 2013 to June 30, 2014

July 1, 2014 to June 30, 2015

July 1, 2015 to June 30, 2016

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# **AGREEMENT**

THIS AGREEMENT FOR THE 2012-2013 TO 2015-2016 SCHOOL YEARS IS MADE AND ENTERED INTO by the Berlin, Calais, East Montpelier, Middlesex, Worcester, Washington Central Supervisory Union, and U-32 Union High School Boards of School Directors, the “Board”, and Washington Central Education Association, Vermont-NEA/NEA, and the U-32 Staff Association, Vermont-NEA/NEA, the “Association.”

## **ARTICLE 1--RECOGNITION**

The School Boards of the Towns of Berlin, Calais, East Montpelier, Middlesex, Worcester, Washington Central Supervisory Union, and U-32 School District do hereby recognize the Washington Central Education Association and the U-32 Staff Association for the purpose of collective negotiations pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, as the exclusive representative of a unit consisting of all teachers of the Berlin School District, the Calais School District, the East Montpelier School District, the Middlesex School District, the Worcester School District, the Washington Central Supervisory Union School District, and the U-32 School District, certified by the State of Vermont, excluding administrative personnel as defined by Chapter 57 of 16 V.S.A.; the Directors of Curriculum, Guidance, Special Education, Technology and Athletics and Student Affairs; and substitute teachers not under contract to the district. (The U-32 Staff Association is the legal representative for the certified teachers employed at U-32. All other certified teachers are represented by Washington Central-NEA).

## **ARTICLE 2--DEFINITIONS**

2.1 Board: The corporate governing body of each respective school district signatory hereto.

- 2.2 Teacher: Any person employed on a full or part-time basis by the Board as a teacher who is licensed according to the statutes of the State of Vermont. Unless otherwise indicated, the employees in the above unit will be hereafter referred to as “teacher.” Whenever the singular is used in this Agreement, it is to include the plural.
- 2.3 Administrator: A person employed by the Board, the majority of whose time is assigned to administrative, managerial or supervisory duties, and who is employed as a superintendent, assistant superintendent, principal, assistant principal, coordinator, or director.
- 2.4 Negotiations: The process of meeting, conferring, consulting and discussing in good faith for the purpose of reaching an agreement as to matters of salary, related economic conditions of employment, grievance procedures, and other mutually agreed upon subjects not in conflict with laws or statutes of the State of Vermont.
- 2.5 Days: Unless otherwise specified, “days” shall mean student contact days when school is in session, and weekdays when school is recessed for the summer, exclusive of legal holidays as defined in V.S.A. T. 1, § 371(a).
- 2.6 Association: Washington Central Education Association, Vermont-NEA/NEA, and the U-32 Staff Association, Vermont-NEA/NEA, or either as the case requires.

### **ARTICLE 3--RIGHTS OF THE PARTIES**

#### Rights of the Association

- 3.1 The Association shall have the right to use such facilities and equipment as are normally located for teachers' use within the schools and school audio-visual

equipment. Such use of facilities or equipment shall be at unassigned times and upon appropriate request to the Principal; provided such use does not interfere with the teaching of pupils or interrupt normal school operations. Any custodial cost or cost for repair or replacement as the result of such use of the equipment or facilities, beyond a reasonable amount, will be borne by the Association. The Association will reimburse the school district for costs of toll calls, copies or facsimile transmissions.

- 3.2 Duly-authorized representatives of the Association shall be permitted to transact official business on school property at unassigned times; provided this shall not interfere with the teaching of pupils or assigned duties or interrupt normal school operations during school hours.
- 3.3 The Association shall have the right to use the teachers' lounge for the posting of notices of its activities and matters of Association concern.
- 3.4 A teacher has the right to become a candidate for public office, subject to the constraints of any applicable state or federal law.
- 3.5 The Association may use the teachers' mailboxes or other media for communications to teachers. The Association retains all rights granted by law. The Boards do not guarantee the privacy of such communications.

#### Rights of the Board

- 3.6 Except as specifically and directly modified by express language in a specific provision of this contract, the Board retains all rights and powers it has, or may hereinafter be granted, by law.
- 3.7 The Board may contract for services normally provided by members of the

bargaining unit when no qualified licensed teacher is currently on the recall list and no qualified licensed teacher applies for an offered position within the bargaining unit after a “good faith” search. Prior to engaging any such consultant, the Superintendent shall notify the Association, in writing, of its intent at least ten (10) calendar days prior to making a contract offer. The Superintendent shall meet and confer with the Association during this ten day period about its decision to offer a contract if a timely request is made. It is agreed that the use of consultants to provide bargaining unit services shall be a temporary measure to provide services to students while the Board continues to seek and employ a licensed person. The District’s contract with said consultant may continue up to and including the end of that contract year, and may be renewed if the criteria continue to be met in any succeeding year. The Board agrees that the use of contracted consultants shall not replace or reduce a member of the bargaining unit.

#### **ARTICLE 4--FAIR PRACTICES**

- 4.1 The Association agrees to maintain its obligation to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, religion, creed, color, national origin, ancestry, place of birth, age, sex, gender identification, sexual orientation, disability or marital status and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.
  
- 4.2 The Board agrees to continue its policy of not discriminating against any employee on the basis of race, religion, creed, color, national origin, ancestry, place of birth, age, sex, gender identification, sexual orientation, disability, marital status, or membership or participation in, or association with, the activities of any employee organization.

## **ARTICLE 5--CONTRACT RENEWAL**

- 5.1 The Board shall issue employment contracts to currently employed staff no later than April 15.
- 5.2 Any teacher who is not to be re-employed for reasons having to do with performance shall be notified on or before April 1. Such notices shall be by certified mail and include the reasons for the Board's action. Any teacher not re-employed through a reduction in force shall also be notified by April 15 by certified mail.
- 5.3 Except as provided in § 5.4 for probationary teachers, no teacher shall have his or her contract non-renewed or be disciplined, suspended, dismissed, or reprimanded without just and sufficient cause.
- 5.4 Newly hired teachers shall serve a probationary period of two (2) years. However, one year of probationary service may be waived at the discretion of the Superintendent, as follows:
- a. following evaluation and one (1) year of teaching, an exceptional teacher may be granted a non-probationary appointment; and
  - b. a newly hired teacher with at least three (3) years of teaching experience may be hired to serve a probationary period of one (1) year.

Upon hiring, a teacher shall be notified of the terms of probation. Teachers serving an initial probation period shall receive a minimum of two (2) written performance evaluations per year. If during the probationary period a teacher's employment is not renewed by the Board, such action by the Board shall not be made the subject of a grievance under this Agreement, provided the procedures outlined in this section

have been followed.

- 5.5 Upon receiving a contract, the teacher shall indicate acceptance of the offer by signing and returning the contract no later than thirty (30) calendar days after receiving the contract.
- 5.6 If an unanticipated vacancy occurs after July 1, or after the start of the teachers' work year, the Board may choose to fill the position with a one-year non-renewable contract. The start of the teachers' work year will be considered the first in-service day required of all teachers prior to the arrival of students.
- 5.7 A non-renewable contract may be offered to a teacher who is hired to replace a teacher who has been granted a leave of absence by the Board. A teacher on a non-renewable contract will be covered by all terms and conditions of this Agreement except the following: Articles 5.1-5.4, Article 7, Article 10.2, and Article 12.6. A teacher employed under a non-renewable contract who is then hired to fill a regular teaching position with a regular contract, without a break in continuous service, shall be credited with seniority from the teacher's date of hire under the non-renewable contract.
- 5.8 **Transition of Positions**  
If transition of employment of staff by member districts to employment by the supervisory union is required by Vermont Statute, those employees will retain their current placement on the salary schedule and all benefits, including accrued leave and retirement benefits as provided under state law. Each of the transitioned employees will start employment at Washington Central Supervisory Union with seniority equivalent to the seniority he or she had accrued as of the last day that the position was at the school district. From that point forward, reduction in force, layoff and recall procedures as defined in Article 7 of this agreement will apply to the group and its members as employees of Washington Central Supervisory Union.



## ARTICLE 6--TEACHER EVALUATION

- 6.1 The purpose of evaluation of the teaching staff shall be to maintain a well-qualified, competent staff and to promote its continuing development. This should be a professional process in which the teacher and evaluator cooperate to achieve these purposes.
- 6.2 a. Evaluations of all professional staff will be done in conformance with the Blue Ribbon Supervision and Evaluation Document as amended by the Blue Ribbon Task Force. The Blue Ribbon Task Force will be composed in accordance with the guidelines set out for the composition of the C/PDC in Article 10.1.a. of this agreement.
- b. Notice of meetings of the Blue Ribbon Task Force shall be set at least thirty (30) days in advance by the superintendent or designee. Any proposed changes to the Blue Ribbon Document shall be subject to: (a) a thirty (30) day comment period; and (b) reconvening of the Task Force to review the comments and then act on the proposal.
- c. Any major or substantial change in the Blue Ribbon Supervision and Evaluation document, i.e., the development or adoption of a new system, to be used in the evaluation of teachers of the respective Boards will be devised jointly by the Blue Ribbon Task Force. Said document or system shall be approved by the Administration, Board and the Association.
- 6.3 Summative evaluations shall be conducted by licensed administrators. Informal evaluation may be performed by a variety of means. Covert methods shall not be used for either formal or informal observation of teacher performance.

- 6.4 Focused Assistance – For a teacher who is placed on Focused Assistance, the process and timeline will be:
- a. The Superintendent or designee will provide the teacher written notice that he or she will be placed on Focused Assistance. This letter will cite the reasons for placement on Focused Assistance, provide corresponding documentation, and contain the dates and descriptions of concerning performance. The notification will be signed, dated, and added to the personnel file.
  - b. The assigned administrator and the teacher will develop and sign an Improvement Plan according to the Blue Ribbon Document within 10 days of notification.
  - c. The timeframe for Focused Assistance begins when the Improvement Plan is signed by both parties unless notification happens after May 1st, in which case the timeframe shall begin in August of the next school year and work on the Improvement Plan may begin by the teacher in the summer.
  - d. The assigned administrator will provide the teacher with a written mid-year evaluation and final evaluation for each year of the plan.
  - e. The Superintendent will determine contract renewal or non-renewal by April 1st in the second school year of Focused Assistance.
  - f. The Superintendent will provide the teacher with written notification that Focused Assistance is leading to non-renewal. This notification will include cited reasons, corresponding documentation, date and signature.
  - g. The teacher goes into the Summative Cycle for the next two years after successfully completing Focused Assistance.
- 6.5 a. On request, and accompanied by an Association representative, if desired, the teacher may examine his or her personnel file and all documents contained therein except employment references. The teacher shall file a signed statement that he or she has examined the file, the date the file was examined, and the name of the representative who acted as a witness. A teacher will be provided with copies of documents in his/her personnel file upon request.

- b. A teacher may file a written statement or objection to any material in the personnel file which the teacher feels to be irrelevant, derogatory, or objectionable.
- 6.6 The official personnel file shall be maintained in the Superintendent's Office. For convenience a copy of the teacher's personnel file may also be maintained in the Principal's Office. Provisions of this Article shall apply to both the official personnel files maintained at the Superintendent's Office and any and all other files maintained by district administrators.
- 6.7 Criticism or complaints regarding the performance or conduct of a teacher that comes to the attention of an administrator shall be communicated promptly to the teacher. If action is taken by the Administration which is based on the criticism or complaint, the administrative memorandum and the attendant documents including original complaint(s) shall be included in the file. Criticism or complaints which do not result in administrative action shall be discarded, and no reference to said criticisms or complaints shall be included in the file. If materials are placed in the teacher's file, the teacher shall sign the file copy and have the opportunity to file a written reply.
- 6.8 Whenever any teacher is required to appear before the Principal, the Superintendent, the Board, or any committee or member thereof with respect to a charge concerning his or her competency or position of continued employment, the teacher shall be entitled to be advised and represented by legal counsel, a representative of the Association or its affiliate, or both.
- 6.9 Any material placed in a teacher's personnel file in accordance with Article 6.7 which did not result in suspension may be removed at the teacher's request seven (7) years after placement of the material.

## **ARTICLE 7--REDUCTION IN FORCE**

- 7.1 In the event that a reduction in force ("RIF") is deemed necessary by the Board, the President of the respective Association shall be notified within five (5) days of when the Board took this action.
- 7.2 Reduction in force shall be accomplished by staff turnover. If a teacher who has been notified of his/her reduction in force is endorsed for a position that subsequently becomes available prior to the end of the school year through turnover, s/he shall be offered that position. If a position is not available due to attrition by the end of the school year, the teacher will have recall rights as provided in Section 7.5.
- 7.3 Reduction in Force Procedure
- a. Elementary Districts and Washington Central Supervisory Union - When a reduction in force is necessary, and information regarding staff turnover is not available prior to the date when RIF notices are sent to teachers, teachers shall be laid off in the reverse order of seniority within the elementary district or Supervisory Union in which the reduction in force occurs, provided the teachers who remain hold appropriate endorsements for the teaching positions. However, a more senior teacher may be laid off before a less senior teacher if the Board can show that there is a demonstrably significant difference in professional performance between that senior teacher and each less senior teacher of those who remain endorsed for the teaching positions.
  - b. U-32 School District - When a reduction in force is necessary, and information regarding staff turnover is not available prior to the date when RIF notices are sent to teachers, teachers shall be laid off in reverse order of seniority within the academic area in which a majority of said teacher's teaching assignment is

performed, provided the teachers who remain hold appropriate endorsements for the teaching positions. However, a more senior teacher may be laid off before a less senior teacher if the Board can show that there is a demonstrably significant difference in professional performance between that senior teacher and each less senior teacher in the academic area which the majority of the teacher's teaching assignment is performed.

- 7.4 For purposes of this Article, seniority will be computed from the beginning of a teacher's most recent period of continuous employment in the school district, and it will begin to accrue as of the date the contract commencing that period of continuous employment was signed by the teacher.
- Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, or by layoff, but such time will not be counted in computing seniority.
- Seniority in the district will be established annually as of February 1.
- Part-time teachers will accrue seniority on a pro-rata basis.
- When seniority is equal, the ability to perform the work in question, as determined by the Superintendent, will be the deciding factor.
- 7.5 Teachers shall retain the right to recall, in reverse order of layoff, to vacant teaching positions in the school district and in the area of licensure from which they were reduced for a period of two (2) years from the effective date of layoff, which is September 1. Notice of recall will be given by certified mail to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association. If a teacher refuses the position offered, or fails to respond within twelve (12) days of the mailing of the notice of recall, the teacher shall remain on the recall list for the period provided herein.
- 7.6 In the event that the laid off teacher is unable to obtain other employment, the Board shall permit the teacher to buy the current medical insurance coverage at the group

rate which the school district pays for the maximum period provided by law.

#### 7.7 Early Retirement Program

During any school year, the School Board of any Elementary District, the U-32 School District, and/or the Washington Central Supervisory Union may, at its sole discretion, offer the early retirement program below to one or more of its teachers who have at least fifteen (15) years of full or part-time teaching service in the Washington Central Supervisory Union by July 1 of the school year in which the program is offered. The program will only be available at any given school district within the Supervisory Union if its Board affirmatively votes to adopt the program for that given school year on or before November 1 of that school year.

In those cases where an eligible teacher works part-time in two or more school districts, and only one of those districts offers the career change option, the teacher may accept the option offered and continue to teach part-time in the other district. The teacher accepting the option may not increase his/her part-time teaching increment in the other district, or otherwise seek or accept additional full or part-time employment as a teacher in Vermont during the three year period specified herein.

In the event a board or boards vote to offer an early retirement program, the benefit package shall be as follows:

- a. A cash payout that represents fifty percent (50%) of the teacher's current teaching salary during their final year with the district. The payout will be made in three (3) equal installments on September 1 of the next three (3) school years following the teacher's resignation. At the option of the teacher, the monetary value of the cash payout may be applied by the district, in

whole or in part, to the purchase of “air time” from the Vermont State Teachers’ Retirement system on behalf of the teacher.

- b. Twelve (12) months of single health insurance coverage for the teacher under the district’s policy, subject to the regular board-teacher contributions to the cost of premium established in this Agreement or, if the teacher chooses the Vermont Teachers’ Retirement System health insurance program, the district will pay twenty (20) percent of the teacher’s premium for single health insurance for one year following the June 30 effective date of the teacher’s resignation, whichever is less. The teacher may purchase dependent coverage, if desired, but he or she will be responsible for the difference in cost between single coverage and either two-person or family coverage. The parties agree that the district will not be obligated to provide the insurance benefit referenced above should the employee be eligible for group health insurance coverage from a subsequent employer, or from the Vermont State Teachers’ Retirement system. If allowed under the current insurance plan, the teacher may purchase medical and dental insurance coverage through the district’s group policy for the remainder of the payout period, or whatever shorter period is allowed.
- c. A teacher who meets the criteria delineated herein and who desires to apply for the retirement incentive will submit an application on a form devised by the Boards, along with an irrevocable letter of resignation to the Board on or before the deadline established by the Board in its early retirement offering. The teacher’s resignation will be effective June 30, at the conclusion of the school year. A Board may establish the maximum number of participants in the program in any year in which it is offered. If the number of applicants exceeds the number established by the Board, and the Board declines to accept that number of applicants, the program participant(s) will be selected by lottery conducted by the Board. If the teacher is not accepted into the early retirement program, his/her letter of resignation will be returned to him/her.

- d. The Board may, at its discretion, increase the maximum number of teachers in any district who may elect this benefit after any initial limits established by the Board have been met.
- e. A teacher electing the employment change option set forth herein must agree not to seek or accept other employment in Vermont as a teacher for a three (3) year period.
- f. A teacher who elects this benefit will not be entitled to recall rights.
- g. In the event that a lottery is necessary to determine the teacher(s) who will participate in the early retirement program, the Association will designate two members to participate along with the designees of the Board(s) to ensure that a fair process is followed.

#### **ARTICLE 8--ASSOCIATION DUES DEDUCTION**

The Board agrees to the principle of the payroll deduction of Association dues in amounts to be determined by the Association, on forms mutually agreed to by the parties.

#### **ARTICLE 9--CONDITIONS OF EMPLOYMENT**

- 9.1 a. The normal work year for teachers shall consist of up to 190 days, inclusive of up to 180 student days, and be aligned with the normal school calendar established by the Superintendent for most students. Any days not scheduled as students days may be assigned as non-student work days.

Programs or classes may be developed and scheduled that do not fall within the normal school calendar as described above. A teacher's work year (i.e. 1.0 FTE) may differ from the normal 190 day work year as defined above, with the agreement of the teacher and the Superintendent or designee. The parties agree that there will be no adverse consequences imposed by either party on the teacher, including reduction of FTE or seniority, if a teacher agrees or disagrees (as part of an annual



individual employment contract) to an alternative work year.

The non-student work days shall be used as follows: up to 2 days for parent/teacher conferences as determined by the Superintendent or designee; 2 half days for teachers for grading/other professional duties; 1 day prior to the start of school as determined by the teacher and 1 day after the end of the school year scheduled by the Administration with activities as determined by the teacher, and the remaining days to be used for professional development activities as determined by the Administration. The Administration shall schedule the above half days at the end of each semester within the school calendar.

Teachers who are required to participate in an orientation day shall receive per diem pay.

- b. Days on which schools are closed at the discretion of the Board or the Superintendent shall not be counted. The Board will not schedule school on VT-NEA Convention days.

9.2 The Board and Association agree it is in the best interest of our students, our communities, and education professionals for the schools to be recognized as professional learning communities. In order to encourage an environment that promotes this shared objective, the Board and Association agree to the following principles:

- a. Teachers are professional employees. Teachers will meet their professional obligations and structure their workday to achieve this end. The work day for full-time teachers shall be seven (7) hours and thirty (30) continuous minutes per day. Start and end times for the work day will be established by the Principal. The Principal and the Association may agree, at the building level, to structure work days in a flexible manner to accomplish the objectives of the

school and its professional educators.

Programs or classes may be developed and scheduled that do not fall within the normal work day as described above. To accommodate an alternatively scheduled program or class, a teacher and the Superintendent or designee may agree to (1) a non-continuous work day, or (2) a work day which begins earlier or later and ends earlier or later, while maintaining an overall average 7.5 hour work day.

If a flexible-schedule prevents a teacher from having a TA, the Principal will assign other responsibilities in place of the 2.5 hours weekly (pro-rated by FTE) assigned for TA responsibilities. Both parties may agree to replace TA with an additional teaching assignment. This class will be treated as an additional sixth assignment.

The parties agree that there will be no adverse consequences imposed by either party on the teacher, including reduction of FTE or seniority, if a teacher agrees or disagrees (as part of an annual individual employment contract) to an alternative work day schedule.

- b. The teaching load, duties and professional responsibilities assigned to part-time teachers shall be equitable, in proportion to those of full-time teachers.
- c. The teaching load for full-time high school teachers at U-32 may include six (6) teaching assignments during one semester and five (5) teaching assignments in the other semester. During any semester when a teacher has six (6) teaching assignments, the teacher will not be assigned any additional supervision duties per Article 9.13(a) of this Agreement.

To the extent practical, the Administration will strive to minimize the number of different teaching preps assigned to a full-time teacher in a given semester, and

will consider alternatives offered by that teacher or the Association to help achieve this. Full-time middle school core and math teachers will be assigned a maximum of two hundred sixty-four (264) minutes of teaching time per day within the core or off-core time.

- d. If requested, the Administration in each building will meet and confer with Association representatives no later than June 10<sup>th</sup> annually to discuss the student day start and end times in each building for the following school year.
- e. Professional obligations are the essential duties and responsibilities required to successfully perform the role of a teacher. Broadly stated, professional obligations include, but may not be limited to planning and preparation, maintaining an appropriate classroom environment, providing student instruction and attention to professional responsibilities, consistent with the Blue Ribbon Evaluation Document and the Vermont Standards for Educators.
- f. Monthly Meetings: Up to four hours of meetings per month may be scheduled by the Administration outside the regular work day, including but not limited to faculty meetings, unit/department meetings, trainings, and committee work. Normally, there will be no more than one such meeting a week.
- g. In addition to the meetings described in 9.2.f herein, all teachers will participate in IEP, 504 and EST meetings as required. Said meetings will be scheduled at the mutual convenience of the teacher and administration, while taking into consideration the needs of the child and the availability constraints of both teachers and parents/guardians. Every effort will be made to avoid setting up these meetings during the meetings outlined in subsection 9.1 or 9.2.f of this Article.
- h. After a U-32 teacher's schedule (including instructional time, preparation time, co-teaching common preparation time, lunch, duties, and TA) is set, the

Administration may assign other professional obligations including, but not limited to, department and/or team meetings, school committee meetings, duties and the like if a full-time teacher at U-32 is scheduled to teach less than six (6) courses in a given semester, and has unscheduled time available during the teacher's work day. The Superintendent, or designee, may adjust instructional time and duties to accommodate collaborative initiatives.

- i. All teachers at U-32 who are assigned as Teacher Advisors ("TA") shall have a minimum of thirty (30) minutes per work day to devote to their TA responsibilities.

9.3 Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.

9.4 No teacher covered by this Agreement will be required to perform bus duty.

9.5 Supervision of Athletic or Other Co-Curricular Activities

- a. Supervision of athletic or other co-curricular activities beyond the normal teaching day shall be undertaken only by voluntary choice of the teacher.

- b. Teachers assuming athletic or other co-curricular duties at U-32 School District shall be compensated at a rate specified in Appendix B of this Agreement.

9.6 Transportation costs authorized in writing and incurred in conjunction with the school program will be reimbursed at the rate established by the IRS. Teachers who travel regularly for the school district shall be deemed to have authorization for such travel.

9.7 The Superintendent shall consult with the Association representatives regarding the school calendar prior to submitting a recommendation to the Supervisory Union Board. The school calendar adopted by the Supervisory Union Board shall be used

consistently by the parties to this Agreement. In the event that a statewide or regional school calendar is enacted which is binding on the school district, the parties agree that the provisions of this Agreement will be interpreted in a manner consistent with any such law or rule to the extent possible.

9.8 It is agreed by the parties that teachers play an integral role in the selection of textbooks, selection of instructional equipment, and the development of curriculum.

9.9 Direct access to pupil records will be in accordance with federal and state law.

9.10 The salaries of teachers on a standard school year contract shall be paid on a biweekly basis commencing in September of each year. The teacher will receive twenty-six (26) substantially equal payments. The teacher will choose whether to have direct deposit or a payroll check. Salary checks for each school district within the Washington Central Supervisory Union will be issued on the same designated day of the week; except when the pay day falls on a holiday, checks will be issued on the preceding day. All summer biweekly salary payments will be distributed before June 30.

9.11 Upon request by the individual teacher, payroll deductions in the following areas will be honored:

Section 125 – pretax plan:

- Health Insurance Premiums
- Dental Insurance Premiums
- Dependent Care Account
- Medical Spending Account

Teacher Retirement

403(b) Investment Accounts with Vendor(s) as agreed per plan document

Computer Purchase Program

Education Association dues

Life Insurance Premiums

9.12 If a vacancy occurs in a school district covered by this Agreement, a notice of said vacancy will be posted in each school building within the Supervisory Union School

District. Applicants for the vacancy shall be considered by the Board in the following order: (1) applicants from within the school district; (2) applicants from within the supervisory union school district; and (3) other applicants. The Board, however, shall make the final decision. For purposes of this section, a vacancy is defined as an opening created by the death, retirement, or resignation of a teacher, or a new position created by the Board.

- 9.13 a. Except as provided in 9.2(c) each teacher at U-32 may be assigned up to an average of 100 minutes per week of supervision duty. Teachers who are assigned less than an average of 100 minutes of supervision duty per week will schedule other duties such as student tutoring, new teacher mentoring, and similar assignments of benefit to students or the school community as determined by the Administration. Teachers will be given an opportunity on an annual basis to submit their preferences for assignments to the Administration. The Administration will consider teacher preferences, a teacher's assigned workload (i.e., teaching assignments and other professional obligations) and other relevant information at the time assignments are made, and may reduce or eliminate duty assignments for teachers as appropriate in consideration of their other professional assignments and responsibilities. Drop-in classes during U-Band are instructional classes and these classes are not supervision duty.
- b. Elementary school teachers, as a normal practice, may be assigned up to a total of 60 minutes per week of cafeteria and/or recess duty. If circumstances dictate, the Administration may, at its discretion, schedule up to a total of 75 minutes of cafeteria and/or recess duty per week. Cafeteria and/or recess duty assignments may be increased from 75 up to a total of 90 minutes weekly provided that the Administration accords the Association the opportunity to discuss the proposed increase and to explore, in good faith, alternative ways of structuring the increased duty time.

- c. Part-time employees' duties will be proportional to their contract FTE.

#### 9.14 Preparation Periods

- a. Elementary schools: Each full-time elementary school teacher shall be provided with a minimum of at least thirty (30) continuous minutes of preparation time during the regular student day. If circumstances are such that it would be difficult or impossible to provide a teacher with at least thirty (30) minutes of preparation time on a given school day, the Administration and the teacher will agree on an equitable alternative for preparation time. The building administrator may approve additional preparation time for a teacher as circumstances permit. The Parties agree that preparation time is provided for teacher-directed professional activities including, but not limited to, lesson preparation, classroom organization, grading and the like. Absent extenuating circumstances, preparation time will be in continuous thirty (30) minute blocks of time.
  
- b. U-32 Teachers: Each full-time high school teacher at U-32 shall be provided with an average of at least three hundred thirty (330) minutes of preparation time per five day work cycle. The Parties agree that preparation time is provided for teacher-directed professional activities including, but not limited to, lesson preparation, classroom organization, grading and the like. To the extent permitted by the teacher's schedule, preparation time will be in continuous sixty-six (66) minute blocks of time. Preparation time will be pro-rated for part-time teachers. Full-time middle school teachers at U-32 shall have no less than 324 minutes of preparation time per five day work cycle, with a minimum of thirty (30) continuous minutes per day. Teachers in a formal co-teaching arrangement shall have a minimum of 45 minutes per week of common preparation time within the allotted minutes defined above.

## 9.15 Parent – Teacher Conferences

Up to two (2) non-student work days may be scheduled at the discretion of the Administration for parent/teacher conferences in the elementary schools. A teacher is expected to be available for parent/teacher conferences for a period of time approximately equal to the regular work day, but may schedule his or her day as necessary to meet the needs and expectations of parents. Parent/teacher conferences may be conducted prior to and/or after the start of the school day, or on a day other than the regularly scheduled parent/teacher conference day at the discretion of the teacher and in order to accommodate the schedules of parents, provided that this shall not interrupt normal school operations. It is understood that if a teacher completes his/her parent teacher conferences by meeting with parents outside the regular work day, or on a day other than the day scheduled for parent teacher conferences, the teacher need not be present at school during any unscheduled or unassigned time on the regularly scheduled parent/teacher conference day.

## **ARTICLE 10--PROFESSIONAL DEVELOPMENT**

10.1 a. Professional development within the WCSU is subject to the review and recommendations of the Curriculum/Professional Development Council (C/PDC) as follows. The C/PDC shall assist the Administration in reviewing curriculum, student assessment results, and determining goals and activities aligned with Strategic and Action Plans for professional development throughout the Supervisory Union. The Administration and faculty shall share the responsibility for overall inservice planning through the C/PDC, which will be composed of an equal number of teachers and administrators. For the purpose of determining the allocation of representatives between the Association and the Board, the Parties agree that persons appointed to the C/PDC by the Association shall be considered “teachers”, and persons appointed to the C/PDC by the Board or its designee shall be considered “administrators”, regardless of their job title. Professional development



activities shall be consistent with the requirements of Vermont law and/or with the strategic and action plans of the Supervisory Union and its member districts, and/or with the professional goals and needs of teachers as identified in the Blue Ribbon Evaluation process.

- b. The actual dates for non-student work days shall be determined by the Superintendent, consistent with the supervisory union calendar and with the terms of this Agreement.
- c. The parties agree that activities for two (2) of the non-student work days shall be determined by the teachers for individual and/or group projects within school buildings, and that one (1) of these days will be scheduled prior to the opening of school and one (1) day will be scheduled after the end of the student school year. The Parties further agree that activities for the remaining professional development days shall be determined by the Administration with input from the C/PDC.
- d. Teachers serving on the C/PDC shall be afforded release time to attend the required C/PDC meetings held during the school year. If meetings of the C/PDC are scheduled on days outside the regular contract year, teachers serving on the Council will receive their per diem compensation for each full day of attendance, or a pro-rated percentage of their per diem compensation (based on an 7.5 hour work day) for a lesser amount of time in attendance.

## 10.2 General:

The Board shall make a prepayment for or reimbursement to a teacher for approved professional development activities, i.e., course work, conferences and workshops. The Superintendent or designee may authorize pre-payment for a course, conference or workshop, subject to the teacher's written agreement to reimburse the district if the course, conference or workshop is not successfully completed and further subject to any applicable laws or regulations applicable to the source of funding. "Successful completion" means attaining a grade of 'B' or better, or a grade of 'P' if the course is taken on a 'pass-fail' basis. A teacher shall be eligible for prepayment

for part or all of the costs associated with an approved professional development opportunity by putting this request for prepayment in writing to the Superintendent. The teacher will sign an agreement with the Superintendent so that in the event the teacher fails to complete the course, workshop or other educational training, s/he will have the amount of prepayment paid by the district withheld from his/her paychecks over the remainder of the school year, unless a different repayment schedule is mutually agreed to between the teacher and the Superintendent.

The Superintendent or designee may deny approval for attendance at a course, workshop, or conference which presents scheduling conflicts with the teacher's work schedule.

Part-time teachers will be eligible for reimbursement for professional development activities on a pro-rated basis.

- a. **Course Work:** The Board shall pre-pay or reimburse teachers taking approved graduate level credits. Reimbursement or pre-payment for graduate level credits shall not exceed the fall in-state credit hour rate for UVM graduate level courses. A teacher is eligible for reimbursement for up to a maximum of six (6) credit hours per year. If a teacher takes six (6) credit hours at a cost which is less than the cost of six (6) credit hours at the approved UVM rate, the Superintendent may approve reimbursement for additional credit hours, provided that the total cost of all approved credits does not exceed the cost of six (6) credits at the UVM rate. To be eligible for reimbursement and movement on the salary schedules, such credit hours must be for courses which are aligned with the School District/Supervisory Union's Strategic Plan or Action Plan, and/or the professional development needs of the teacher as identified through the teacher's IPDP or the Blue Ribbon Evaluation Process, taken at the graduate level at an accredited college or university. Undergraduate courses may be approved at the discretion of the Superintendent or

superintendent's designee.

- b. The Superintendent or designee may deny approval for any “on-line” course offered by an institution of higher education which is not fully accredited, or from any institution of higher learning if the credit hours or units would not be accepted as graduate level credit hours by the issuing institution. Teachers are responsible for any costs incurred for transportation or lodging associated with courses in which they enroll. Teachers are responsible for the costs of books and materials required for any courses they enroll in, except in cases where books and/or materials are included within the tuition rate, and subject to the maximum payment amounts provided by this section. Teachers are also responsible for miscellaneous costs and fees, such as registration fees, laboratory fees, library fees and the like.
  
- c. Workshops and Conferences: The Superintendent or designee may approve a teacher's attendance at a conference or workshop which is aligned with the School District/Supervisory Union's Strategic Plan or Action Plan, and/or the professional development needs of the teacher as identified through the teacher's IPDP or the Blue Ribbon Evaluation Process.

As a result of participating in professional development activities, teachers might acquire materials, and/or equipment, and/or services, either at no cost or as part of the participation fee. If the professional development activity will be paid for by the school or WCSU, and the products or services are equivalent to similar products that could be of institutional use in the schools, the products or services become the property of the school or WCSU, respectively. These products and services include such things as print publications, digital devices, peripherals, accessories, software, and subscriptions to online services. Small items such as flash storage, tote bags, and water bottles would not be included.

- d. Expenses actually incurred in connection with attendance at an approved workshop or conference will be reimbursed upon submission of appropriate supporting documentation and/or detailed receipts, subject to the following maximum rates:
  - (1) Overnight conference: lodging, travel and meals \$175 per day total.
  - (2) Day conference: \$45 per day for meals and associated expenses.
  - (3) Teachers will not be reimbursed for the cost of alcoholic beverages. In those situations where the cost of food or lodging is likely to be substantially higher than the reimbursement rates established herein, the Principal may approve higher reimbursement amounts on a case by case basis.
  
- e. The cost of courses, workshops and conferences will be allocated to the fiscal year in which the course, workshop or conference starts.
  
- f. Prepayment, as used in this Article, shall be made directly to the agency or institution providing the conference or workshop, and not to teachers.
  
- g. New Teacher Mentoring Program: The Administration of each school district, working in conjunction with the Director of Curriculum, Instruction, Assessment and Professional Development, will develop and implement mentoring programs for new teachers, i.e., those with less than three years teaching experience, and may develop mentoring programs for other teachers as deemed necessary or appropriate. Annually, fifteen thousand dollars (\$15,000) shall be available to fund teacher mentoring programs.

10.3 Professional Memberships: Annually, the Board will provide funding for teacher membership(s) in an approved professional association. A Department of U-32 or Unit of an elementary school may purchase up to one (1) membership in the same professional organization for each three (3) teachers per subject area. In no case will a Department or Unit be allocated less than \$100 annually for the purchase of

professional memberships.

- 10.4 Professional Texts: Annually the Board shall provide at least \$100 per Department of U-32 or Unit of an elementary school to purchase professional texts or subscriptions relative to the mission of the Department or Unit. Texts or other materials purchased under this provision shall remain the property of the school or district which made the purchase.

## **ARTICLE 11--INSURANCE**

### 11.1 Health Insurance

- a. A teacher may elect single, two-person or family health insurance coverage under the plan(s) mutually agreed upon by the Board and the Association. The VEHI Dual Option group health insurance plan will include managed mental health benefits consistent with the requirements of Vermont law. The VEHI JY group health insurance plan will include unmanaged mental health benefits consistent with the requirements of Vermont law.
- b. In cases where teachers who are either married to each other or are civil union partners are both employed under the terms of this agreement, one teacher shall select primary coverage and the other shall be covered as a dependent.
- c. All premium rebates received will be divided and distributed between the school district and the teachers employed thereunder based on the respective percentage of premiums paid by each party.
- d. Full-time teachers will contribute fifteen percent (15%) towards the cost of the premium for the VEHI Dual Option health insurance coverage, with the Board contributing the remainder. Teachers may elect the VEHI unmanaged JY health

plan, in which case the Board will contribute the same dollar amount which it would have contributed for like coverage under the VEHI Dual Option Plan, and the teacher shall pay the remainder.

- e. Employees can convert employee-paid health and dental insurance premiums, deductibles, co-payments, and uninsured medical and dental expenses to pre-tax expenses in a Section 125 Plan/Flexible Spending Account. The set-up and maintenance costs for said plan will be borne by the Board. Teachers shall pay their share of health insurance premium costs through the Section 125 Plan/Flexible Spending Account established for that purpose.
- f. Teachers eligible for health insurance benefits who neither elect coverage nor receive coverage as a dependent shall receive fifty percent (50%) of the cost of VEHI Dual Option single coverage in addition to their salary, provided the teacher demonstrates proof of health insurance coverage from another source.

#### 11.2 Insurance Benefits for Part-time Teachers

- a. A teacher employed under this Agreement shall receive pro-rated insurance benefits if he/she works one-half time (.5 FTE) or more. The Board will pay a percentage of the amount the Board would have contributed on behalf of a full-time teacher, pro-rated to the part-time teacher's full-time equivalency, and the teacher shall pay the remainder.
- b. The district will reimburse part-time teachers employed one-half time (.5 FTE) or more for individual health insurance policies carried by the teacher. Reimbursement shall be pro-rated according to the teacher's full-time equivalency of employment. The district may request a bill or invoice from the teacher. In no case will the payment made hereunder exceed the amount that would have been paid to the teacher electing the VEHI Dual Option Plan

pursuant to Article 11.2a.

- 11.3 The Board agrees to provide coverage for dental insurance, and it will absorb the administrative costs, including any payroll deduction of premium costs, for such a plan. The Board shall pay one hundred percent (100%) of a single membership. If any employee chooses a family membership, he or she shall pay any additional costs over a single membership.
- 11.4 a. All teachers of the Washington Central Supervisory Union will be covered by Workers' Compensation Insurance as a protection against personal injury while on duty.
- b. A teacher receiving Workers' Compensation benefits may elect to draw from his/her accumulated paid sick days (up to the equivalent of their take home pay) for any day that the teacher is on Workers' Compensation.
- c. A teacher who has returned from Workers' Compensation leave taken for a work related injury will not have time deducted from other leaves provided in this contract for attending appointments related to said injury per 21 VSA Section 640(c).
- 11.5 The Board agrees to provide disability insurance, and the Association agrees to accept any additional benefits included with the disability policy in place, to all teachers who are eligible to receive benefits under the terms of this Agreement (see Article 11.2.a). Disability coverage will begin after meeting the eligibility requirements for receiving benefits under the disability plan, including a ninety (90) day elimination period. Disabilities are only those medical conditions as defined as disabilities by the carrier and covered by said insurance policy. The benefit will cover sixty-six percent (66%) of monthly earnings with a maximum benefit of \$5,000 per month.

## ARTICLE 12--LEAVES AND ABSENCES

### 12.1 Sick Leave

General: For purposes of Article 12 of this Agreement, the term “day(s)” shall be defined as working days, exclusive of vacations or other calendar days when teachers are not required to work; and the term “week(s)” shall be defined as a period of five working days. The term “month(s)” shall be defined as calendar months, and “year(s)” shall be defined as school years unless otherwise stated.

- a. Each teacher shall be entitled to fifteen (15) days of sick leave without loss of pay each school year. Sick leave may be used to cover the absence of a teacher due to his/her sickness or disability; for the sickness or disability of a member of the teacher’s family to the extent provided in Article 12.4; and as permitted by state or federal statute.
- b. When the effective date of employment is before January 1, the teacher shall be given credit for the full annual sick leave entitlement. When the effective date of employment is after January 1, the teacher shall be given the pro-rata allowance for the remainder of the year.
- c. Unused sick leave may be accumulated as stated above to a maximum of ninety (90) days.
- d. Each teacher shall be notified annually of his or her available number of sick leave days.
- e. Leave for temporary disability related to pregnancy or childbirth shall be in accordance with Articles 12.5 and 12.6 of this Agreement.



- f. When a teacher employed under this Agreement accepts employment as a teacher with another school district within the Washington Central Supervisory Union, the Board of the employing School District may allow the teacher to retain some or all of the sick leave which the teacher previously accrued under this agreement, in which case the employing School District shall assume full responsibility for payment of said sick leave in accordance with the provisions of this agreement.
  
- g. When a teacher experiences a work related injury and absence resulting directly from a physical assault against the teacher in the course of the teacher's good faith performance of employment duties, and is subsequently provided with temporary total or partial disability benefits under the Worker's Compensation statutes, the District will make up the difference between the temporary total or partial disability benefits awarded and the teacher's regular base salary for up to a maximum of one hundred ninety (190) days or the end of the school year in which the assault occurs, whichever is earlier.

## 12.2 Pay for Accrued Sick Leave

After serving five (5) years in the District, a teacher who retires pursuant to the Vermont Teacher Retirement laws shall be paid the sum of ten dollars (\$10.00) per day for each day of accumulated sick leave up to a maximum of seventy-five (75) days.

## 12.3 Donation of Sick Leave

Any teacher may donate sick days to any other teacher within the same school district who, because of serious illness, has used all sick leave days allotted to him or her according to the following provisions:

- a. No one person may receive more than forty-five (45) days per year, and in no event shall a teacher receive more donated days than are necessary to meet the 90-day elimination period for eligibility in the disability insurance program.
- b. The recipient must have exhausted personal sick leave.
- c. An employee may not receive donated days unless and until the employee has been ill for three consecutive work days subsequent to the exhaustion of personal sick leave, except in the case of a continuing prolonged illness.
- d. The recipient must provide a doctor's certification of medical disability. At the option of the Board, a second opinion may be required.
- e. There shall be no additional sick leave days for elective medical procedures.
- f. The teacher receiving the donation must have made a timely application for long term disability benefits provided under this Agreement, if applicable.
- g. The teacher receiving the donation is not receiving benefits under the long-term disability program provided under this Agreement.

#### 12.4 Family Illness

Up to fifteen (15) days a year of a teacher's personal sick leave may be used to attend to sickness or the temporary disability of a child, spouse or civil union (CU) partner, parent, sibling, father or mother (or CU) in-law, or any person domiciled with the teacher for whom the teacher is responsible. Nothing set forth herein shall be construed to limit a teacher's right to use personal sick leave pursuant to the provisions of any applicable state or federal law.

## 12.5 Family Leave/Parental Leave

The family medical and parental leave provisions herein are available to teachers employed at least .5 FTE, regardless of their length of service with the District. Leave hereunder shall run concurrent with any statutory family medical leave or parental leave for which a teacher may be eligible under the federal Family and Medical Leave Act (FMLA) or Vermont's Parental and Family Leave Act (VPFLA). This Article does not create additional leave entitlements for eligible employees beyond those established by statute.

### a. Family Medical Leave

- (1) A teacher shall be entitled to a leave for up to twelve (12) weeks, unpaid, during any twelve (12) month period in the case of a serious health condition of the employee or in the teacher's immediate family. During this period the teacher may use up to six weeks of sick leave or other accrued leave. A serious health condition is defined as an illness, injury, impairment for physical or mental conditions that involves inpatient care in a hospital, hospice or residential medical-care facility, or continuing treatment by health-care providers.
- (2) Providing care for a serious health condition does not diminish the benefit under the sick leave Article for use by the teacher him/herself or in other instances of family illness, except as to the number of sick days used.

### b. Parental Leave

Teachers shall be entitled to a leave for up to twelve (12) weeks, unpaid, during any twelve (12) month period: (1) during the teacher's pregnancy, or following the birth of a child, or (2) following the placement of a child with the teacher for adoption or foster care. During these periods of parental leave, the teacher may use up to six weeks of sick leave or other accrued paid leave.

c. Unpaid Leave

No provisions of this Article or the contractual definitions of “serious health condition” shall be determined to diminish the entitlement of any eligible teacher to unpaid leave under Vermont’s Parental and Family Leave Act (VPFLA) or under the Family Medical and Leave Act (FMLA). Leave taken under this Article shall be credited against any leave entitlement under the VPFLA or the FMLA to the full extent of the law, provided the District has notified the employee in advance of the approved leave period that said leave will be counted against his or her entitlement. Benefits during unpaid leave will be as mandated in the VPFLA and the FMLA for eligible teachers.

12.6 Extended Leave of Absence

An unpaid leave of absence for a term not to exceed one (1) academic year shall be granted upon the request of a teacher for reasons of pregnancy or child care if the leave is requested immediately after birth, adoption or for personal illness. The Board, at its discretion, may grant an extended leave of absence for other purposes including, but not limited to, professional study.

The conditions of an extended leave are as follows:

- a. The teacher shall request said leave at least thirty (30) days in advance, except in the case of an emergency.
- b. A teacher on an unpaid leave of absence may return to his or her position at the beginning of any semester, provided notice was given to the Administration at the time the leave commenced.
- c. A teacher on a leave of absence may continue to participate in the medical insurance plan herein provided at the teacher’s own expense, subject to the

regulations of the insurance carrier, and provided said teacher pays the premiums due prior to the regularly scheduled group premium payment being made by the Board.

- d. Failure of the teacher to notify the Board of an intent to return by February 1 shall relieve the District of all contractual obligations. Such notification shall be by certified mail.
- e. The teacher granted such leave is guaranteed a return to the same or a substantially equivalent position and placement on the salary step (immediately following the step attained during the year prior to the leave) appropriate for the years' experience the teacher had been credited. If the teacher chooses to fill a lesser position, the future right to return to the same position is limited to available vacancies.

#### 12.7 Jury Duty

When a teacher is called to jury duty, the District shall compensate the teacher the differential between the daily rate of the contract salary and such compensation as may be paid for jury duty. This, of course, is in lieu of the teacher's regular salary. The teacher shall retain moneys paid for mileage.

#### 12.8 Sabbatical Leave

Sabbatical leave will be granted to a teacher by the Board subject to the following:

- a. Request must be made to the Superintendent no later than March 1 and action will be taken by April 1.
- b. The teacher must have spent five (5) full years in the School District and agree to stay two (2) years after termination of sabbatical leave.

- c. A teacher who applies for sabbatical leave will teach full-time for four (4) years at four-fifths salary. The fifth year, the year of the sabbatical leave, the teacher will receive four-fifths salary on the next step. Upon return, the teacher will be placed on the same step as during the sabbatical leave.
- d. A teacher who receives a sabbatical leave shall be entitled to full re-employment rights and upon return from sabbatical will be returned to the same position as before the leave commenced. Teachers on sabbatical will be allowed to continue participation in the insurance program(s).
- e. A teacher, who at any time decides against the leave, will be paid a lump sum equal to the wages withheld.

#### 12.9 Bereavement Leave

Up to five (5) days leave for each death in the teacher's immediate family shall be granted without loss of pay and upon approval of the Principal. Immediate family is defined as spouse or civil union (CU) partner, child, sibling, parent, grandparent, grandchild, father or mother (or CU) in-law, and any other person domiciled with the teacher.

#### 12.10 Personal Leave

Up to three (3) days a year without loss of pay shall be granted for leaves for personal, legal, business, religious, household or family matters under the following provisions:

- a. Prior notice shall be given at least twenty-four (24) hours in advance to the Principal, except in the case of emergency, in which case notice will be given as

soon as possible.

- b. Such leave shall be taken only for matters which cannot reasonably be accomplished outside of the normal teaching day.
- c. Personal leave days are not available for vacation purposes. Personal leave will be in addition to any other leave provided in this Article, and will not be granted for the purpose of extending a vacation, accommodating travel plans, and the like. A teacher may provide information on the reason for a personal day requested for the workday immediately before or after a vacation.

#### 12.11 Professional Leave

Leave for the purpose of visiting other schools or attending meetings or conferences of an educational nature may be granted in any school year according to the following:

- a. Written request must be submitted to the Principal three (3) days prior to said visitation or conference.
- b. Said visitation or conference must relate to the teacher's assigned level or subject matter.
- c. Prior written approval must be granted by the Administration.
- d. The Administration and teachers shall endeavor to schedule attendance at conferences outside the regular work week or work year to the extent possible.

#### 12.12 Part-time teachers are eligible for paid leave benefits on a pro-rated basis.

#### 12.13 Military Leave

- a. The Board will grant a leave of absence to the extent required by law to an

employee who is called up for active duty in the Armed Forces of the United States, or to serve in the Vermont National Guard, Army Reserve, or other Reserves. The Board will adhere to all federal and state laws upon an employee's return to employment from any such military leave of absence.

- b. When an employee or member of an employee's immediate family (child, spouse or civil union partner, parent) is called to active military service for a period of six (6) months or longer, the employee may use up to five (5) days of sick leave (in addition to any accrued personal leave available to the employee) prior to the employee's or the employee family member's date of departure to attend to personal and family matters related to the military activation. The paid leave shall be taken in one (1) day increments. In the event the employee has no accrued sick leave, other staff in the school will be allowed to donate sick leave to the employee.

## **ARTICLE 13--GRIEVANCE PROCEDURE**

### 13.1 Definition

- a. Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, or a violation of its or the teacher's right to fair treatment, shall be a "grievance." However, grievances, with respect to any matters which are not a specific part of this Agreement, shall not be subject to resolution by arbitration, and the resolution of such non-contractual matters shall not be deemed to establish precedent.
- b. An "aggrieved person" is the person or persons making the claim.
- c. Time Limits: All the time limits consist of school days, except that when a



grievance is submitted on or after June 1, time limits shall consist of all weekdays, exclusive of legal holidays as defined in V.S.A. T. 1, § 371(a) so that the matter may be resolved before the close of school or as soon as possible thereafter. School days for purposes of the grievance procedure shall mean teacher employment days.

- d. Association Representation: At least one (1) Association representative shall have the right to be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with a supervisor and to have such grievance adjusted without intervention of the Association, provided the Association has been notified of the adjustment and the adjustment is not inconsistent with the terms of this Agreement.

13.2 Procedure: A grievance shall be in writing and it shall specify the issue being grieved, the provisions of the Agreement which have been violated, and the remedy requested.

Step 1: The teacher or the Association may present the grievance, in writing, to the Principal who will arrange for a meeting within five (5) days after receipt of the grievance. The Association's representatives, the aggrieved teacher, the Principal and their representatives shall be present for the meeting. The Principal must provide the aggrieved teacher and the Association with a written answer on the grievance within three (3) days after the meeting. Such answer shall include the reasons upon which the decision was based. No grievance shall be given formal consideration unless it is filed at Step 1 within thirty (30) days after the grievant had knowledge, or should have had knowledge, of the occurrence that gave rise to the grievance.

Step 2: If the Association is not satisfied with the disposition of the grievance at Step 1, or the Step 1 time limits expire without the issuance of the Principal's written answer, then the Association shall have the right to refer the grievance to the Superintendent, or his/her official designee. This referral shall be made in writing within ten (10) days of receipt of the Principal's written answer or within ten (10) days of the expiration of the Step 1 time limits if no written answer is received. If a referral is not made within the time limits defined above, then the grievance will be deemed to be withdrawn.

The Superintendent shall arrange for a meeting with the representatives of the grievant to take place within five (5) days of 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 conclusion of the hearing, the Superintendent will have ten (10) days in which to provide a written decision to the Association.

Step 3: Arbitration--If the Association is not satisfied with the disposition of the grievance at Step 2, or the Step 2 time limits expire without the issuance of the Superintendent's written answer, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date for the Step 2 reply, then the grievance will be deemed withdrawn.

- 13.3 Neither the Board nor the Association will be permitted to assert before the Arbitrator any grounds or evidence which was not previously disclosed to the other party.
- 13.4 The Arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the Arbitrator is empowered to include in any award such financial

reimbursements or other remedies as s/he judges to be proper.

- 13.5 Each party shall bear the full costs for its representation in the arbitration. The cost of the Arbitrator and the American Arbitration Association will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full costs for that transcript. Should both parties order a transcript, the cost of the two transcripts will be divided equally between the parties.
- 13.6 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance.
- 13.7 Class grievances involving an administrator above the building level may be filed by the Association at Step 2. Grievances involving dismissal or non-renewal shall be filed directly at Step 3 within fifteen (15) days of receipt of any School Board decision pursuant to 16 V.S.A. Section 1752.
- 13.8 No reprisals of any kind will be taken by the Board or by the School Administration against any teacher because of participation in the grievance procedure.
- 13.9 The Board and the Administration will cooperate with the Association in the investigation of any grievance, and they will furnish the Association with such information as is requested for the processing of any grievance. Should any new information be uncovered during an investigation, the parties may agree to remand the grievance to a previous step of the procedure for further consideration. Should the investigation or processing of any grievance require that a teacher or an Association representative be released from a regular assignment, the teacher or representative shall be released without loss of pay or benefits.
- 13.10 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

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

## **ARTICLE 14--SALARY**

### 14.1 Salary

- a. Teacher salaries for the 2012-2013, 2013-2014, 2014-2015 and 2015-2016 school years are set forth in Appendix A which is attached hereto and made a part hereof. Extra-curricular salaries are set forth in Appendix B which is attached hereto and made a part hereof. Department Head salaries are set forth in Appendix C which is attached hereto and made a part hereof.

Any teacher who is in the B45/M00 column for the 2012-2013 school year without a Master's Degree shall remain in the M00 column for the 2013-2014 and subsequent school years, unless they change horizontal placement per Article 14.2 of this Agreement. Any teacher who is in the B60/M15 column for the 2012-2013 school year without a Master's Degree shall remain in the M15 column for the 2013-2014 and subsequent school years, unless they change horizontal placement per Article 14.2 of this Agreement. Any teacher who is in the B75/M30 column for the 2012-2013 school year without a Master's Degree shall remain in the M30 column for the 2013-2014 and subsequent school years.

In 2013-2014 and subsequent school years, teachers in a Bachelor's column must have a Master's Degree to be eligible for a change in horizontal placement to a Master's column per Article 14.2 of this Agreement. Teachers who were grandfathered to Master's columns under the life of this Agreement must obtain a Master's Degree to move horizontally to any Master's column. However, once that Master's Degree is earned, any credits previously earned which are beyond the requirements of the Master's Degree can be applied to a change in horizontal placement.

b. Salary increases

Step movement: Unless otherwise negotiated, teachers will move vertically one step within their respective columns each year of the contract to the extent they are eligible.

- c. Co-curricular and department head salaries will increase by 2% for the 2012-2013 school year, 2% for the 2013-2014 school year, 3% for the 2014-2015 school year, and 3% for the 2015-2016 school year. The parties recognize and acknowledge that the Administration has the right to reorganize the administrative and/or co-curricular structure at U-32 without prior negotiations. In the event of a reorganization of the administrative structure, the parties agree to negotiate the appropriate salary or stipend for the resulting positions. Said positions shall remain part of the bargaining unit. In the event of the reorganization or restructuring of the co-curricular categories and/or positions, the parties agree to negotiate the appropriate stipend for such categories and/or positions.

The parties also agree that in the event the Co-Curricular Committee recommends salaries for any or all co-curricular positions which are higher than those negotiated herein, the Board may unilaterally adopt and implement the higher salaries by policy without prior negotiations. Any salary enhancements adopted by the Board shall be published as an addendum to Appendix B and shall become part of this Agreement.

- 14.2 Changes in horizontal placement on the salary schedule for the ensuing year require notification to the Superintendent and Principal by December 1 of the contract year prior to the anticipated horizontal placement change and submission of documentation by October 1. Upon receipt of documentation, the salary adjustment shall be retroactive to the beginning of the school year. Graduate credits or hours

authorized by the Superintendent which are relevant to the teachers' assignments will be accepted for movement on the salary schedule. Undergraduate credits may be used for movement on the salary schedule if the teacher demonstrates to the Superintendent that the course is appropriate and necessary; the Superintendent shall have the final discretion that the course is appropriate and necessary.

- 14.3 Part-time teachers receive salary on a pro-rated basis in accordance with their contracted FTE. Part-time positions will receive full step advancement for salary computation. In the event a part-time teacher from within a district is placed in a full-time position during the school year, placement on the schedule shall be on the same step the teacher currently occupies on the schedule; if the part-time teacher is hired to fill a full-time position for the upcoming school year, he/she will advance to the next step upon appointment.
- 14.4 Upon initial employment, a new teacher shall have his or her relevant experience and education evaluated by the Superintendent and be placed on an appropriate step and column of the salary schedule, determined by years of experience. No new teacher, however, shall be placed on an experience step of the salary schedule at a step higher than a currently employed teacher with comparable experience and education.
- 14.5 The Board, based upon a teacher's unsatisfactory evaluation, may require a teacher to take a course(s) to improve the teacher's classroom abilities. (An unsatisfactory evaluation is one in which the administrator states in the evaluation that the overall evaluation was unsatisfactory.) Teachers required to take courses under this section may borrow, if necessary, against the next year's professional development money, as provided in Article 10.2.
- 14.6 A teacher who works, with the approval of the Administration, in addition to the number of days set forth in Article 9.1 of this Agreement will be compensated at the

applicable per diem rate of pay. The per diem rate for summer work shall be based upon the contracted teacher's salary for the fiscal year in which the work is performed.

#### 14.7 Denial of Salary Increase

- a. A teacher whose performance was found to be unsatisfactory through the evaluation process may be denied an increase in salary in the following school year.
- b. Notwithstanding the above, no salary increase may be denied under this section unless all of the following have occurred:
  - (1) On or before December 1, the teacher is notified in writing that his or her performance has been unsatisfactory. The notice shall describe specific areas that need improvement and give illustrative actions that would demonstrate improvement.
  - (2) After giving such notice to a teacher, if the deficiency relates to the teacher's classroom work, the teacher's principal will make at least three (3) formal observations of the teacher's classroom work. Each observation will take place with at least two (2) days' prior notice. On request of the teacher, an observer selected by the teacher shall be permitted to observe the teacher at the same time and to submit a written report to the Principal.
  - (3) Not later than April 15, the Principal shall notify the teacher whether the teacher has rectified the unsatisfactory performance. If rectified, the teacher shall not be deprived of a raise.
  - (4) A teacher may appeal an adverse decision of the Principal to the

Superintendent. The Superintendent shall make a personal observation of the teacher and shall consider any written material submitted by the teacher and the Principal. The Superintendent shall act on the appeal within thirty (30) days of its filing. The decision of the Superintendent shall be final and shall not be subject to a grievance.

- c. This section does not limit the authority of a Board to terminate a teacher or fail to renew the contract of a teacher for any reason authorized under Article 5.

14.8 A teacher employed before July 1, 1992 who did not contribute to social security on that date shall be entitled to receive an annuity payment. The amount of the annuity shall be four percent (4%) of the teacher's salary. The teacher shall also contribute four percent (4%) to the annuity, and shall so demonstrate. The annuity shall be payable only at age sixty-two (62).

14.9 Teachers who have attained National Board Certification or submitted a portfolio by June 30, 2012 shall be provided with a \$1,750 additional salary stipend each year that the certification remains in force. Teachers who attain National Board Certification after June 30, 2012, or previously National Board Certified Teachers who begin employment with the supervisory union after June 30, 2012, shall be provided with a \$1,500 additional salary stipend each year that the certification remains in force. The additional compensation set forth herein will be pro-rated for part time teachers to the percentage of the teacher's FTE. No application, testing or other fees for the National Board Certification process shall be paid for by WCSU.

#### 14.10 Teacher Leaders

Each elementary school may select one (1) teacher to serve as a teacher leader from those who apply for this position to assist/lead in the areas of curriculum, instruction, assessment and professional development. Teacher leaders shall not be



empowered to do staff evaluations or otherwise supervise staff. U-32 may select up to four (4) teachers from those who apply for this position. Teachers with a minimum of three (3) years of relevant teaching experience in the District may apply for such positions and will be selected by the Principal and the Director of Curriculum. Appointment of teacher leaders will be made on an annual basis. Individual contracts for teacher leaders shall be separate from their individual teaching contracts, and will include at least five (5), but not more than ten (10) additional work days to be scheduled outside of the regular school day/year (i.e. summer work, day before Town Meeting, Saturdays). Each teacher leader shall be eligible to receive per diem pay for each of the up to ten (10) additional days worked as teacher leaders. Such additional days will be scheduled jointly by the respective teacher leaders and the building principal in each district.

Job descriptions for the position of Teacher Leader will be developed and agreed upon by an equal number of administrators and representatives of the Association.

#### **ARTICLE 15--GENERAL**

- 15.1 If any provision of this Agreement or its application 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 not later than ten (10) days after any such holding for the purpose of renegotiating the provision(s) affected.
- 15.2 This Agreement may only be modified in whole or in part by the parties, by an instrument in writing, duly executed (signed and dated) by both parties.
- 15.3 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not

covered by this Agreement.

#### 15.4 Labor Management Committee

- a. The Board and the Association agree to form and maintain a Labor-Management Committee. The Labor Management Committee shall operate under the Bylaws established by the parties.
- b. The purpose of the Committee is to discuss, explore, and study issues referred to it by the parties of this agreement in an effort to foster positive communications.
- c. The Committee shall have no authority to change, delete or modify any of the terms of this Agreement, nor to settle grievances arising under this Agreement.
- d. The Committee shall be composed of 14 members, seven representing the Board and seven representing the Association. The Board representatives shall include the Superintendent, the U-32 Principal, one Elementary School Principal, two members of the WCSU Boards, and two “floating” members. The Association representatives shall include all sitting Association Co-Presidents, one sitting Grievance Officer, and “floating” members for a total of seven. Designated guests may be invited to meetings by the Committee with advance notice and agreement from both parties.
- e. Meetings shall be held every other month during the school year (or more frequently if the parties agree). Meetings shall be held at a date, time, and location agreed upon by the Committee members. If the meeting is held outside the normal work day for an Association member that member shall receive one hour of release time for every two hours of meeting time.

- f. Chairing the Committee shall alternate between the Association and the Board, with the Chair of the upcoming meeting responsible for preparing and distributing an agenda at least two work days prior to the meeting.

#### **ARTICLE 16--NO STRIKE PLEDGE**

The Board and the Association agree that disputes that may arise between them shall be settled without strike or lockout. The Board agrees it will not lock out any or all of its teachers during the term of this Agreement, and the Association agrees on behalf of itself and its membership that there shall be no strikes, slow-downs, or interference of the normal operation of the school during the term of this Agreement.

#### **ARTICLE 17--DURATION**

The provisions of this Agreement will be effective as of July 1, 2012, and will continue and remain in full force and effect until June 30, 2016. Said Agreement will be automatically renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives notice, in writing, to the other no later than November 1, prior to the expiration date or any anniversary thereof, and its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

BERLIN BOARD OF SCHOOL DIRECTORS

BY: \_\_\_\_\_

WASHINGTON CENTRAL-NEA  
VERMONT-NEA/NEA

BY: \_\_\_\_\_

CALAIS BOARD OF SCHOOL DIRECTORS

BY: \_\_\_\_\_

U-32 STAFF ASSOCIATION  
VERMONT-NEA/NEA

BY: \_\_\_\_\_

EAST MONTPELIER BOARD OF SCHOOL DIRECTORS

BY: \_\_\_\_\_

DOTY MEMORIAL BOARD OF SCHOOL DIRECTORS

BY: \_\_\_\_\_

RUMNEY MEMORIAL BOARD OF SCHOOL DIRECTORS

BY: \_\_\_\_\_

U-32 JR.-SR. UNION HIGH SCHOOL BOARD OF SCHOOL DIRECTORS

BY: \_\_\_\_\_

WASHINGTON CENTRAL SUPERVISORY UNION BOARD OF SCHOOL DIRECTORS

BY: \_\_\_\_\_