

**AGREEMENT
BETWEEN THE**

WINDHAM NORTHEAST SUPERVISORY UNION BOARD NO. 47,

BELLOWS FALLS UNION HIGH SCHOOL BOARD NO. 27,

ROCKINGHAM TOWN SCHOOL BOARD,

WESTMINSTER TOWN SCHOOL BOARD,

ATHENS/GRAFTON SCHOOL BOARD,

and the

WINDHAM NORTHEAST EDUCATION ASSOCIATION

Effective: July 1, 2024 -June 30, 2027

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ACKNOWLEDGEMENT OF ARBITRATION

ALTHOUGH CERTAIN PROVISIONS OF THIS AGREEMENT ARE EXPRESSLY EXCLUDED FROM ARBITRATION, THE BOARDS AND THE ASSOCIATION UNDERSTAND THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS AGREEMENT, THE PARTIES UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE THAT 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.

ARTICLE 1 RECOGNITION

§ 1. 1 Recognition. The Boards of School Directors of the Bellows Falls Union High School, Union #27; Town of Rockingham; Town of Westminster, Athens/Grafton and Windham Northeast Supervisory Union #47 School Districts, hereinafter called the "Boards" recognize the Windham Northeast Education Association, hereinafter called the "Association", as the exclusive representative of the teachers employed by the Boards for the purposes of collective bargaining pursuant to Title 16, Chapter 57, of the Vermont Statutes Annotated.

ARTICLE 2 ASSOCIATION RIGHTS

§ 2. 1 Legal Rights. It is herein agreed that the Association retains all rights, obligations, and powers that it has or may hereinafter be granted by law and may exercise such at its discretion.

§ 2. 2 Faculty Meetings. The Association shall be given an opportunity to present reports and announcements at the conclusion of faculty meetings.

§ 2. 3 Association Representatives. Association representatives shall be free to conduct Association business before and after students' day provided such business does not interfere with the representatives' scheduled teaching or supervisory duties.

§ 2.4 Calendar Consultation. The Superintendent shall submit the proposed school calendar for the following school year to the Association and will provide the opportunity to meet and confer with Association representatives to discuss any suggestions for change prior to the calendar being finalized. The final determination of the calendar shall be made by the Boards.

§ 2.5 Vacancy Notification. The Superintendent shall provide written notification to the Association of any teaching, coaching, or administrative vacancies as soon as they become officially known.

ARTICLE 3 RIGHTS OF THE BOARDS

§ 3.1 Legal Rights. It is herein agreed that the Boards retain all rights, obligations, and powers that they have or may hereinafter be granted by law and may exercise such at their discretion.

§ 3.2 Board Rights. Unless in conflict with a specific provision of this Agreement, the rights and responsibilities of the Boards shall include, without limiting the generality set forth in Paragraph 3.1, the operation of the respective School districts, the direction of the workforce, including the right to plan, direct and control District activities; make schedules and assignments; determine the curriculum; make budgetary decisions; determine the staffing of programs; create, revise and eliminate positions; employ part-time persons for less than thirty days, intermittent, and

student help as needed, and use temporary help agencies and/or independent contractors as viewed appropriate by the Boards to fulfill their educational and support activities; establish and require compliance with reasonable rules and regulations.

ARTICLE 4 RIGHTS OF THE TEACHER

§ 4.1 Legal Rights. It is herein agreed that teachers retain all rights and obligations that they may have or may hereinafter be granted by law and may exercise such at their discretion.

§4.2 Meeting Participation/Legal Obligations. A teacher shall not lose compensation for participation in any mutually agreed upon meeting between the Association and the School District for the purposes of arbitration, negotiations, mediation or fact finding, or for subpoenaed legal proceedings before any judicial, quasi-judicial, or administrative tribunal.

§ 4.3 Bomb Searches. Teachers will not be required to conduct bomb searches.

ARTICLE 5 DUES AND OTHER DEDUCTIONS

§ 5.1 Dues Authorization. A teacher who elects to join the Association shall sign and deliver to the Association the Union Dues Authorization and Assignment Form set forth in Appendix K, authorizing payroll deduction of Association dues. The Association in turn will deliver these to the Superintendent. Authorizations shall be continuous from year to year until the teacher leaves the School District, leaves the bargaining unit, or withdraws said authorization for the next school year. A withdrawal for the next school year may be made, in writing to the Superintendent, on or before July 1 of any school year. Authorization from newly hired teachers must be received by the Superintendent no later than the end of the third week of September. Pursuant to such authorizations, the Board will deduct said dues in eighteen (18) substantially equal installments from each paycheck for the school year, starting with the second pay period in October. The money deducted, with a record of the deductions, shall be transmitted on a monthly basis to the Association. Any change in the amount of membership dues shall be certified by the Association to the Boards annually, no later than August 1 to be effective for the next school year.

§ 5.2 Agency Fee (removed)

§ 5.3 Indemnification. The Association agrees to indemnify the Boards against any and all claims, costs, and attorney fees incurred by it as a result of actual or threatened litigation arising out of its compliance with the provisions of Section 5. 1 and Section 5.2.

§ 5.4 Dues Deductions. Payroll deductions shall be made for teachers authorizing the deduction to the WNEA.

§ 5.5 Other Deductions. Payroll deductions shall be made for those programs previously authorized by individual teachers, any tax sheltered annuity program which has been or may be authorized by any teacher, and other reasons approved by the Boards.

ARTICLE 6 TEACHER EMPLOYMENT AND COMPENSATION

§ 6.1 Hiring and Schedule Placement. The Boards will hire teachers in accordance with the administrative regulations set forth by the Vermont State Department of Education. All teachers will be placed on the proper column of the salary schedule according to the teacher's highest degree and number of credits earned. Teachers newly hired shall receive the following credit for prior years of experience:

One (1) to eight (8) years: full credit.

Any further credit beyond the above-stated minimum shall be at the discretion of the Board of the School District involved and determined in consultation with the Superintendent and the Association. Currently employed teachers shall maintain all previously credited experience given at the time of initial employment in the District.

§ 6.2 Work Year. The teacher contract year consists of 185 days, composed of 175 teaching days and 10 in-service days. If a deduction is to be made from a teacher's pay for any reason, such deduction shall be at the rate of 1/185 of the teacher's annual salary for each such day. The first scheduled teacher work day shall be a day not sooner than the fifth day (not counting Saturday and Sunday) prior to the first student day. Before the final day of May of each school year, the ending date of the school year will be set by the Board. When one or more teaching days are lost due to unscheduled school closings, the make-up day(s) shall be determined by the Superintendent or the Board upon consultation with the Association, but the Superintendent's or Board's decision as to make-up days shall be final. Make-up days will not be scheduled during February and April vacations.

§ 6.3 In-Service Days. During the school year any Board may schedule early release days and may designate one or more of them as days to be used for in-service programs.

§ 6.4 Paychecks. Each teacher shall be paid in substantially equal installments made on alternate Fridays beginning in August or September of the contract year, the starting date to be determined by the date necessary to assure 26 substantially equal installments. Each teacher shall receive by June 30 of the contract year the balance of his/her pay for that contract year, in four (4) sequentially dated checks, or four (4) sequential payments made to his/her designated account. Each payment may be subject to appropriate deductions for:

- A. Federal Income Tax Withholding;
- B. F. I.C.A. Contributions;
- C. State Income Tax Withholding;
- D. Contributions to the State Teacher's Retirement System (22 equal installments between September 1 and June 30), and;

E. Those deductions as specified in Article 5 of this Agreement.

Deductions for any and all other reasons may be made only with approval of the Board.

§ 6.5 Salary Schedule. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.

§ 6.6 Column Movement. Successful completion of professional study that has received prior written approval by the Superintendent or that has been reimbursed and/or paid for by the District under Article 7, shall entitle a teacher to advanced classification on the salary schedule as follows:

A. Full (100%) adjustment for the contract year provided notice is given to the Superintendent no later than October 1.

B. Half (50%) adjustment for the contract year provided notice is given to the Superintendent no later than February 1.

Notices shall require written proof of the satisfactory completion (i.e. grade of "B" or better in a graded activity, or a "Pass" in a non-graded activity) of said professional study. Such adjustment to a teacher's paycheck shall be made by the second pay period after notice is given.

§ 6.7 Co-Curricular Salaries/Employment. The Co-Curricular Pay Schedule covered by this agreement for its duration is set forth in Appendix B which is attached to and incorporated in this Agreement. The Boards reserve the right to employ all coaches, directors and advisors with respect to co-curricular positions created by the Boards. A teacher employed in a co-curricular position shall be so employed voluntarily, and such employment shall not be part of their teaching duties under their contract for teaching. A teacher employed in a co-curricular position shall not necessarily be rehired in such position for the following year provided, however, that a teacher employed in a co-curricular position who is not to be rehired in that position for the following year shall be given written notice stating the reason(s) for the decision not to rehire them in that position within sixty (60) calendar days following the conclusion of the program or activity for the current year. Except as to the procedures set forth above, decisions of the Boards with respect to the hiring or rehiring of teachers to co-curricular positions, or the terms and conditions of a teacher's employment in a co-curricular position, shall not be a subject of grievance or arbitration pursuant to the provisions of Article 14 of this Agreement. Upon the request of either party or a participating coach or advisor, the Boards will consult with the Negotiations Committee of the Association over the category placement of revised or newly created paid co-curricular positions.

§ 6.8 Contract Issuance. Teachers shall be issued proposed contracts not later than April 15, and shall have 20 calendar days in which to sign and return the contracts. Upon failure of a teacher to return a signed contract within the time provided herein, the employing District may declare the position vacant. A teacher who is a candidate for a position in another school district may submit an application for extension of time in which to sign and return the contract. Such application must meet the following requirements: (1) it must be in the form set forth in Appendix G; (2) it must be supported and accompanied by documentation to the satisfaction of the Superintendent evidencing such candidacy; and (3) the application and the supporting

documentation must be submitted to the Superintendent prior to the expiration of the twenty (20) calendar day period referred to above. If the application is approved by the Superintendent, such teacher shall be required to sign and return such contract on or before June 1. Teacher contracts shall be in the form of Appendix E.

§ 6.9 Mileage Reimbursement. A teacher required to use their personal vehicle on official school business shall be reimbursed at the allowable IRS rate existing on the previous July 1, but only if the trip, or the class of trips of which the trip is a part, shall have been authorized in advance by the Superintendent. A teacher required to travel from school to school will be reimbursed for travel between schools, but will not be reimbursed for travel to the first school of the day from their home or from the last school of the day to their home.

§ 6.10 In-Service Training. Teachers shall participate in in-service training that has been jointly planned by the Administration and the teaching staff. The Boards reserve the right of final determination of all such in-service training.

§ 6.11 BFUHS Coordinator. Those teachers appointed annually as coordinators and lead teachers at Bellows Falls Union High School shall be compensated, during the term of this Agreement, at Step One of Category III of Appendix B, and they shall work an additional three days in their work year. Job descriptions shall be provided.

§ 6.12 Per Diem Rate Salary. Any teacher appointed annually by the boards who, at the written request of an administrator, agrees to provide and provides professional services outside of school hours shall be paid for such services at his/her regular per diem rate of pay. In addition, a currently employed teacher will be eligible to apply for and will be given preference for summer or extended year teaching opportunities for which they are certified and qualified by training and experience in the subject to be taught. Teachers will be paid for such work at the rate of thirty-five dollars (\$35) per hour. A currently employed teacher who designs or develops a special program shall have first preference for employment opportunities within the program. A currently employed teacher who is not selected for a position in preference to a candidate from outside the District shall be given written explanation as to the reasons, upon request.

§ 6.13 Steps. Experience Salary Schedule Step increases shall be granted to employees during the years covered by this Agreement. If a successor to this Agreement has not been executed by the parties prior to the commencement of the next school year, no step increases shall be granted until such time as they are specifically authorized by the new agreement.

§ 6.14 Part-Time Employees. Part-time teachers who are hired to work 50% or more of the school day for a school year shall be eligible for pro-rata benefits under this Agreement equal to the percentage of total employment. Part-time teachers who are hired to work 50% or more of a school year shall be eligible for pro rata benefits under this Agreement equal to the percentage of total employment, except that a teacher who is employed in an otherwise full-time, permanent budgeted position that is not filled until after mid-point of the school year, that teacher shall be

entitled to full benefits for the period of their employment. Teachers employed on less than a .5 FTE basis shall be granted pro rata sick leave.

A teacher who is contracted by the Bellows Falls Union High School (BFUHS) Board to teach four (4) classes or less during a school year shall be paid according to the appropriate salary schedule at a percentage determined by dividing the number of classes taught by six (6). For example, a teacher assigned to teach four (4) classes would be paid sixty-seven percent (67%) of the scheduled salary for his/her education and experience.

If a part-time BFUHS teacher is contracted at a percentage that is greater than the actual amount of their assignment, they shall not be reduced in compensation during that school year.

If a part-time BFUHS teacher voluntarily agrees to teach classes in excess of the percentage specified in their contract, the contract will be adjusted during the school year to reflect the increased teaching assignment.

Part-time BFUHS teachers may be assigned a "Teacher Advisory" period without additional compensation.

Each part-time teacher has a professional responsibility to complete his/her contracted teaching assignment. Part-time BFUHS teachers shall not be assigned specific starting and ending times for their school day, nor shall they be required to spend time in the school that is beyond that required to complete their duties. Part-time teachers are, however, expected to attend such things as orientation and in-service days, IEP meetings when necessary, and school-wide activities such as Open House. Administrative assignments, if any, shall be made on a pro rata basis equal to the percentage of full-time employment for the teacher.

When scheduling a part-time teacher's assignment, the administration agrees to make every reasonable effort to schedule the teacher to consecutive classes. The schedule may include lunch periods and preparation periods.

§ 6.15 Health Insurance. The Boards shall provide to eligible teachers single, two-person, parent and child(ren), or family health insurance coverage under the VEHI Blue Cross and Blue Shield Health Plans, rebates or returns from which shall be the property of the Boards. The Boards will provide eligible teachers with a Health Reimbursement Account (HRA) or Health Savings Account (HSA) to offset a portion of out-of-pocket medical expenses. The Boards will be responsible for any administrative fees resulting from the HRA or HSA.

Effective July 1, 2023 pursuant to 16 V.S.A. Chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including Health Reimbursement Arrangements and Health Savings Accounts, shall be governed by the written agreement and extension agreement incorporating the terms of the statewide health insurance bargaining (January 1, 2023 through December 31, 2027). Effective January 1, 2028, health care benefits and coverage, excluding stand-alone

vision and dental benefits, but including Health Reimbursement Arrangements and Health Savings Accounts, shall be governed by the written successor agreement incorporating the terms of the statewide health insurance bargaining.

§ 6.15A Working Group to Consider Alternative Health Insurance Programs. (removed)

§ 6.16 Alternate Coverage Stipend. A stipend of \$2000 will be given to any eligible teacher who elects not to participate in the health insurance program offered by the board under this agreement; however, teachers electing the stipend must provide proof that both they and their tax family are covered under another qualifying plan. Stipends will be processed at the end of each twelve-month period of eligibility for the plan, for an active teacher in the District, during which they did not participate in the plan.

§ 6.17 Dental Insurance. The Boards shall provide the teachers with a dental health plan which will pay eighty percent (80%) of dental bills for preventive and restorative work for the teacher and their dependents (a unit as defined by the health insurance plan), up to a maximum cost per year to the Boards of three hundred sixty dollars and fifty cents (\$360.50) per each teacher per year.

§ 6.18 Term Life Insurance. The boards shall provide the teachers with a Board-paid term life insurance policy in the amount of twenty thousand dollars (\$20,000) for each teacher. A teacher shall be entitled to name their qualified domestic partner as a beneficiary of this life insurance.

§ 6.19 Long Term Disability. The Board shall provide a long-term disability policy providing at least two-thirds of a teacher's salary, up to the limits of the policy, in the event of an eligible employee's disability. Such coverage shall have a sixty (60) calendar day exclusion period, during which the employee may use accumulated sick leave, but accumulated sick leave cannot be used after disability payments commence. The terms of the policy supersede the description herein, and any disputes as to policy coverage or benefits shall be processed under the terms of the policy. Teachers who are eligible for disability insurance coverage, but lack sufficient sick leave, or other paid leave, sufficient to provide compensation until the onset of the insurance coverage, shall be provided paid sick leave of up to fifty (50) days by the District until the sixty (60) calendar day period has been completed.

§ 6.20 Employee Assistance Plan. The Boards shall provide the teachers with a Board-paid employee Assistance Plan at a cost of no more than \$3.00 per month per employee.

§ 6.21 Flexible Spending Plan. The Board shall provide an I. R.S. §125 Flexible Spending Plan for employees who elect to make medical, dental, and child-care expenses, on a tax-sheltered basis. Tax-sheltered payments shall be allowed to the fullest extent allowed by law.

§ 6. 22 Assignment to BFUHS and BFMS Events. The administration, respectively, of the Bellows Falls Union High School (BFUHS) and the Bellows Falls Middle School (BFMS) shall

staff athletic, concert, and other events through a volunteer system with the following parameters:

- a. As early as practicable, the administration will post activities and dates and solicit volunteers;
- b. Volunteers from student, staff, and community sources will be encouraged as well;
- c. Teacher volunteers will indicate whether they prefer flex time or monetary compensation;
- d. Administration will have the option of giving preference first to unpaid volunteers, then to teachers choosing flex-time compensation, then to teachers choosing monetary compensation, and;
- e. Teacher unwillingness to volunteer for such activities shall have no impact on the performance evaluation of that teacher.

The flex-time compensation policy shall be administered by the issuance of tickets for performance for the volunteer activity, such tickets representing hours which the teacher can use during the school year in which they are earned, and until November 15th of the following school year. Two hours of flex time shall be issued for each event.

The time available to a teacher for flex-time may be used, with the approval of the Principal, at reasonable times when the teacher has no conflicting professional responsibilities.

§ 6.23 Notice of New Positions. The Board will notify the Association of the creation of new positions within the District. The Association, upon request, will be provided with relevant information as to the position, and it will have the opportunity to meet with the Superintendent and/or the Board to discuss whether the position is to be included in this bargaining unit. Any dispute as to placement of positions in the bargaining unit will be negotiated or submitted to the Vermont Labor Relations Board, at the option of the Association; but the Board may fill the position and set its initial wages, hours, benefits, and working conditions. If it is agreed or determined that the position is within the bargaining unit, the parties will meet to negotiate the wages, hours, benefits, and working conditions of the position. If no agreement is reached, the dispute will be reserved for the next general negotiations, unless more than two years remain in the contract term, in which case these matters will be submitted to arbitration. The arbitrator's award, if any, shall not be retroactive.

§ 6.24 Qualified Domestic Partner. The term "Qualified Domestic Partner" refers to a person domiciled with a teacher, with whom the teacher shares a long-term relationship, who is not related by blood to the teacher in a degree that would make marriage illegal, and who is at least 18 years of age. A teacher who is married may not identify someone other than their spouse as a qualified domestic partner. To qualify under this definition, the domestic partnership must be an exclusive relationship of mutual support, caring, and commitment which is intended to remain in existence for the indefinite future and that has existed for not less than six months. The partners must share the same primary residence on a regular basis, must be jointly responsible for basic living expenses (basic living expenses are defined as the cost of basic food, shelter, and any other expenses of the common household - the partners need not contribute equally or jointly to the payment of these expenses as long as they agree that they are both responsible

for them). Both the teacher and the domestic partner must complete and sign a notarized State of Domestic Partnership certifying these qualifications and may be required to provide the following documentation in support of the Statement of Domestic Partnership:

- a. Proof of common residence, and;
- b. Proof of financial independence e.g. joint bank and/or credit accounts, joint safe deposit box rental, mutual powers of attorney, designation as beneficiary on insurance policies, mutual designations as executor/trix on wills.

Should the domestic partnership end, the teacher must notify the Superintendent within 30 days of the termination of the relationship. Following such notification, a nine-month waiting period shall be required before said teacher may again identify another person as a qualified domestic partner.

Qualified domestic partners of teachers and their dependent children shall be eligible for the same health and dental insurance coverage afforded spouses and dependent children and to be named as a beneficiary of the teacher's term life insurance provided under the terms of this Agreement, provided that the teacher pays the additional cost of such coverage above the cost of the coverage to which the Teacher would have been entitled without the domestic partner and, if applicable, the domestic partner's child or children..

The Association will indemnify and hold the Boards harmless from any cost or liability incurred as a result of any claim of discrimination arising from or on account of the extension of eligibility for benefits to domestic partners.

ARTICLE 7 PROFESSIONAL DEVELOPMENT

§ 7.1 Tuition Reimbursement. Each teacher shall be eligible for reimbursement, or for prepayment subject to the provisions of § 7.7, for professional development activities between July 1 and the following June 30th, up to an amount not to exceed the equivalent of two three-credit University of Vermont courses (winter rate) for tuition costs, registration fees, lab fees, and other required academic fees, for the following professional development activities approved in advance and in writing by the Superintendent:

- a. Courses of academic study leading to an accredited advanced degree or to additional degrees in areas of the teacher's licensure and assignment, or;
- b. Courses or training in the teacher's area of licensure and assignment, or;
- c. Courses or training in teaching methodology, skills or pedagogical improvement relative to the teacher's area of licensure and assignment, as generally defined in the state regulations governing licensing of educators, or;
- d. Where also approved in advance, in its sole discretion by the Board involved, courses of academic study leading to endorsements other than those required for the teacher's assignment, courses of academic study leading to degrees not related to the education profession, or other educational opportunities.

§ 7.2 Eligible Reimbursement. In addition, teachers shall be additionally eligible for reimbursement for the purposes set forth in 7.1 from a pool of funds in each district available after June 1 of each school year, and whose size shall be computed and made available as follows:

- a. The pool in each district shall consist of the funds of each such District necessary to fund the maximum obligation under 7.1 less amounts already committed to cover, or paid for, costs incurred under 7.1 the result being divided by two.
- b. Teachers requesting additional reimbursement from this pool shall receive the amount of reimbursement for such activities up to a maximum equal to the cost of nine (9) UVM credits.
- c. If the pool contains funds less than those required to meet all teacher requests from the pool, each teacher shall receive from the pool an amount equal to the amount of funds available after June 1 multiplied by a fraction whose numerator is the amount requested by that single teacher and whose denominator is the sum of all teacher requests.
- d. Reimbursement for mileage, tolls, meals, lodging, and similar per diem payments, if made, shall not be debited to the reimbursement accounts and pool.

§ 7.3 Materials Reimbursement. Upon request, a teacher shall be reimbursed for required textbooks, instructional materials, and equipment, up to a maximum of \$60.00.

§ 7.4 Evidence of Completion. All reimbursement under this Article 7 shall be subject to receipt by the Superintendent of evidence of the teacher's successful completion (being a grade "B" or better in a graded activity, or a "pass" in a non-graded activity) and appropriate receipts of payment.

§ 7.5 Professional Development. District-based and funded educational professional development opportunities shall be available to teachers in addition to those opportunities provided above. The District shall pay travel costs for a teacher to attend school - or job - related meetings and workshops where their attendance there has been requested in writing by the District. In addition, where a teacher attends a voluntarily assumed school - or job - related meeting or workshop, the District shall pay their travel expenses only if the following requirements are met: (1) the request for such payment is made to the Superintendent in writing and reasonably in advance of incurring such travel costs, and (2) the Superintendent shall have determined, in advance, and in their sole discretion, that such meeting and/or workshop is school - or job - related.

§ 7.6 Part-time Employees. Part-time employees who are hired to work less than one hundred percent (100%) of a school day or less than one hundred percent (100%) of a School year shall be entitled to receive tuition reimbursement based on the fraction of service rendered times the benefit allowed a teacher working a full calendar year.

§ 7.7 Course Prepayment. A teacher who requests prepayment for an academic course taken for credit under the terms of §7. 1 shall execute the form of Agreement and Authorization annexed hereto as Appendix L. A teacher who has received prepayment pursuant to §7. 1 and who fails to complete a course for which the prepayment was made, or who fails to obtain a grade of "B" or better in such course, or in the case of a pass/fail course, fails to receive a passing grade, shall repay the amount prepaid for such course upon demand by the District. If the teacher shall fail to make such repayment promptly, the district may collect the amount owed by any one or more of the following procedures: (1) deduct, pursuant to the terms of the Agreement and Authorization annexed as Appendix L, all or any portion of the amount owed from any monies owed to the teacher, according to a repayment schedule established by the Superintendent; (2) institute suit against such teacher for any amount owed; and/or (3) deduct any amount owed from the pool provided for in § 7. 2.

ARTICLE 8 TEACHER EVALUATION

§ 8.1 Evaluation Purposes. The Association recognizes the Administration's right and responsibility to observe and evaluate the professional staff for the ongoing maintenance and improvement of instruction.

§ 8.2 Open Evaluation. All formal observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. If a teacher believes they are being singled out for excessive observation or evaluation, they may request a written explanation for such observations or evaluations, and such explanation must be provided within five (5) school days after the request is received by the Administration.

§ 8.3 Evaluation Reports. Teachers will be given a copy of any class visit or evaluation report prepared by their supervisors and will be entitled to a conference to discuss said report. Prior to placement in the teacher's file, teachers are required to sign each report indicating only that the teacher has seen such report. The teacher may attach a written rebuttal to the report.

§ 8.4 Personnel File Inspection. Teachers will have the right, upon prior request to the Superintendent, to review the contents of their personnel file and to receive a copy of any documents contained therein. Both the teacher and the administration are entitled to have a witness present on their and its respective behalf during such review. The teacher's file in the Superintendent's office is the file of record. Whenever a teacher copies any part of their personnel file, the Boards shall no longer be responsible for the confidentiality of such documents.

§ 8.5 File Replacement Review. Any material relating to a teacher's performance, competency or employment, will not be placed in their file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that they have seen such material by affixing their signature to the copy to be filed and may attach a rebuttal.

§ 8.6 Complaints Reported. Any complaint regarding a teacher that may be used in the evaluation of a teacher will be reduced to writing after investigation, and shall note the complainant who may be an administrator, and shall be brought to the teacher's attention. The teacher will acknowledge that they have seen such material by affixing their signature to the copy to be filed and may attach a rebuttal. This provision is not intended to be applicable to criminal or other law enforcement proceedings.

ARTICLE 8A INCENTIVE PROGRAM

§ 8A.1 Policy. It is the policy of the Boards to support teachers as they seek improvement in student learning as evidenced by state and local level tests and other important measures. The Boards may wish to support that effort by offering Incentive Program Pay to those teachers who are willing to participate, voluntarily, in specific initiatives that are identified by the Administration on a school by school basis each January, and that go beyond professional development responsibilities already happening in the school.

§ 8A.2 Boards. Each Board may identify in its budget for the following year the amount of money it is allocating to support the Program. The Administration will divide the pool of money among those teachers who choose to access the Program, except that no teacher will earn in excess of a maximum amount set by the Board for completing the identified responsibilities at a high level of performance.

§ 8A.3 Administration. The Administration will identify initiatives that will move the school forward and will be considered appropriate. By April 1 of a school year, the Administration will provide a clear description of what the following school year's initiative will entail and how completion will be documented.

§ 8A.4 Teachers. Teachers will sign up to participate in the Incentive Program by the end of the school year, if they are interested. They will complete a portfolio as described below as they complete the assigned tasks. There is no presumption or guarantee that a teacher will be able to participate in the Program in each following year because of their participation in a prior year.

§ 8A.5 Documentation. Each participating teacher will be required to complete a log of times and activities that will reflect their progress in meeting with other teachers. They will complete professional development components, design student lessons/assessments, collect some type of student performance data, and adjust instruction to improve learning. That log of hours and activities will be submitted to the Administration along with a folder of student work documenting improved learning by June 1 of the school year in which they are participating in the Program. Participating teachers will meet with the Administration to discuss the impact of what they have learned on their instructional program.

ARTICLE 8B

COOPERATIVE PLAN OF ASSISTANCE

§ 8B.1 Cooperative Plan of Assistance. If a teacher is observed as not meeting professional expectations, the Administration may, at any time, require a conference to discuss and/or to initiate a "Cooperative Plan of Assistance for Improving Teacher Performance." In the development of this Plan, the teacher may have an Association Representative present, except that nothing in the development of this Plan shall be subject to the Grievance and Arbitration provisions of this Agreement. Progress in correcting the deficiency will be appropriately documented and forwarded to the Superintendent's Office Personnel Files. Administrative recommendations as part of the observation process may not necessitate such a Plan if they are addressed satisfactorily and do not reoccur within a reasonable period of time. The Plan shall include consideration of the following: Specific Area(s) of Deficiency, Role of the Administration in the Plan, Role of the Teacher in the Plan, Timeline for Improvement, Assessment of Expected Improvement, and Recommendation of the Administration.

ARTICLE 9 DISCIPLINE SUSPENSION OR NON-RENEWAL

§ 9.1 Recommendation of Non-Renewal. In order to recommend non-renewal for a non-probationary teacher, at least one Cooperative Plan of Assistance under Article 8B, covering a period of not less than four weeks, and appropriate notification to the teacher not less than two months prior to the April 15 deadline for offering positions, shall have elapsed. In addition, the teacher shall be given a written notice specifying the original professional limitations, weaknesses, failures, and other factors leading to the non-renewal.

§ 9.2 Cause. No teacher shall be disciplined, reduced in rank or compensation, placed on warning or probation, non-renewal, suspended or dismissed except for just and sufficient cause. An observation or evaluation, provided it does not contain a warning or reprimand, shall not be construed as discipline.

§ 9.3 Non-Renewal Appeals. A teacher notified of non-renewal, who wishes to challenge that non-renewal, shall request a hearing before the Board of the School District involved within ten (10) days of such notification. The School District Board shall schedule such hearing within twenty (20) days of such request. The hearing shall be in executive session unless the teacher requests an open hearing in writing. In the hearing the teacher may be assisted and/or represented by anyone of their choice. Within five (5) days of the hearing, the School District Board shall issue to the teacher its findings of fact resulting in the School District Board's decision to affirm, reverse, or modify the non-renewal. If the teacher is aggrieved by the School District Board's decision, they may submit their grievance directly to Step 4 of the Grievance Procedure.

§ 9.4 Suspension Appeals. Any teacher suspended by the Superintendent or dismissed or otherwise disciplined by a School District Board, as provided in subsection (h) of 16 V.S.A., Chapter 53, § 1752, may submit a grievance directly to Step 4 of the Grievance Procedure

concerning such action only after complying with the procedural requirements of subsections (c) through (j) of said § 1752.

§ 9.5 Election of Remedies. An aggrieved teacher may either: (1) institute an action at law against the School District Board in any court of competent jurisdiction, or; (2) submit their grievance to binding arbitration, provided, however, that the election by the aggrieved teacher to pursue either of said remedies shall serve as a bar to the pursuit of the other.

§ 9.6 Newly-Hired Teachers. Any newly hired teacher in any school district, beginning with the 2014-2015 school year, shall be considered a probationary teacher in their first, second and third years of employment within the same school district, and may appeal any discipline, suspension or non-renewal solely under relevant statutory provisions, and may not appeal such matter under any provision of this Agreement.

ARTICLE 10 SERVICE CONDITIONS

§ 10.1 Preparation Time. Each full-time teacher is to be regularly scheduled for the equivalent, over a full two-week period, of a minimum of thirty-five (35) minutes per school day for preparation and/or consultation time, provided, however, that preparation time may be supplanted when the principal determines there is a need for the teacher to attend to student supervision during school assemblies, field trips, conducting testing programs, fire drills, or other unanticipated emergency situations.

§ 10.2 Lunch Period. Each teacher shall be afforded a duty-free lunch period per day of at least twenty-five (25) consecutive minutes between the hours of approximately 10:45 A.M. and 1:15 P. M.

§ 10.3 Report-in/Dismissal. Teachers, other than those scheduled for student bus supervision, scheduled parent-teacher conferences, annual open houses, faculty meetings, or other activities established by past practice, shall be dismissed no later than seven and one-half (7 1/2) hours after their starting time. Report-in times, which shall be established by the Administration, shall be no sooner than 7:00 A. M. and no later than 9:00 A.M. except by mutual agreement by the teacher and the Superintendent. The Superintendent will have the right to establish the best time schedule for the needs of each building.

§ 10.4 Early Closing Dismissal. In the event of early school closing due to weather or other unforeseen events, teachers shall be dismissed within thirty (30) minutes of student dismissal.

§ 10.5 Assignments. All teachers shall have their class and/or subject assignments specified on the individual contracts. In the event the Administration desires to modify such assignment, it will first seek volunteers for the change. If there are no qualified volunteers, the least senior licensed teacher having area-specific teaching experience (as outlined in § 11.4B) in the affected grade levels shall be provided with a written notice specifying the reasons for such

change. (Such assignment shall be modified only due to significant changes in enrollment.) There shall be reasonable time of at least three (3) weeks for the teacher to prepare for such change. Any dispute as to whether good cause exists for a change shall, during said three (3) week period, be submitted for expedited arbitration to an arbitrator mutually agreed upon by the Association and the Board.

§ 10.6 Vacancies. During the school year, all vacancies other than temporary vacancies shall be emailed to all staff as they become officially known. Any presently employed teacher may request and shall receive first consideration in the filling of vacancies within the School district prior to active recruiting outside the bargaining unit. The closing date for applications shall be stated for each vacancy advertised. No vacancy shall be filled before that date. During vacations the Association shall be notified in writing of such vacancies.

§ 10.7 Physical Examinations. Teachers may be required by the Superintendent to undergo one (1) physical examination per school year by a physician mutually agreeable to the teacher and the Superintendent. The cost for such examination, if not covered by existing health insurance, shall be borne by the Board of the School district involved.

§ 10.8 Transfer of Special Education and Consolidated Federal Grant Teachers. If any Special Education Teacher and/or any Consolidated Federal Grant Teacher (a) employed by any School District is transferred and subsequently employed by the Supervisory Union, or (b) employed by the Supervisory Union and is subsequently transferred and employed by any School district, they shall not suffer a loss of salary, benefits, seniority, or any other contractual benefit that was available to them prior to such transfer.

If a Special Education Teacher or a Consolidated Federal Grant teacher is laid off prior to any such transfer, their recall rights for the period set forth in this Agreement will be assumed by the Supervisory Union or by the School district, as the case may be.

§ 10.9 Safety and Health Committee There shall be a Joint Labor-Management Committee on Safety and Health to discuss safety and health concerns of the employees and to make recommendations on safety issues, policy language, and, if necessary, develop safety protocols and training. The Committee will be comprised of two (2) management representatives appointed by the Superintendent and two (2) Union representatives appointed by the Association. The Committee shall meet, at least, three times per year [fall, winter, spring] or more if members of the Committee believe there is a need to do so.

ARTICLE 11 REDUCTION IN FORCE PROCEDURE

§ 11.1 Board Decision. The board of each District expressly reserves the right to reduce the size of the teaching staff in the event that, in the School District Board's judgment, a reduction in force is necessary.

§ 11.2 Association Notice. In the event a School District Board determines a reduction in force is necessary, the Board shall give written notice to the Association. Representatives of the Association will be provided an opportunity to meet with the Superintendent to discuss the reduction in force.

§ 11.3 Positions Eliminated. The School District board, upon the recommendation of the Superintendent, will decide which position or positions are to be eliminated and will define each position by grade level and/or specialization within the field or subject matter taught and/or professional service rendered.

§ 11.4 Selection Criteria. Once the School District Board has determined the position or positions to be reduced, the criteria for selecting the staff member not to be renewed for each position will be in the following order of importance:

1. Normal attrition
2. Emergency licensure
3. Provisional licensure
4. Least senior member in the School District within the designated discipline
 - A. Seniority shall be defined as the length of continuous service within the District of employment beginning when the individual contract of the teacher was signed and dated by all parties. Teachers shall hold no seniority within a discipline in which the teacher has not had significant teaching experience within the prior 10-year period.
 - B. Discipline means one of the following:

Discipline	Rockingham	Westminster	Athens/Grafton	BFUHS #24	WNESU #47
Early Ed					Pre K
Elementary	K-6	K-6	K-6		
Art	K-8	K-6	K-6	9-12	
Business				9-12	
English	7-8			9-12	
French	7-8			9-12	
Latin				9-12	
Spanish	7-8			9-12	
German				9-12	
Physical Ed	K-8	K-6	K-6	9-12	
FACS	7-8			9-12	
Design Tech	7-8			9-12	
Mathematics	7-8			9-12	
Music (Choral)	K-8	K-6	K-6	9-12	
Music (Instrumental)	K-8			9-12	
General Science	7-8			9-12	
Biology				9-12	
Chemistry				9-12	
Physics				9-12	
Social Science	7-8			9-12	
School Psychologist				9-12	K-12
504 Coordinator				9-12	
Driver Education				9-12	
Library Media	K-8	K-6	K-6	9-12	
School Counselor	K-8	K-6	K-6	9-12	
School Nurse	K-8	K-6	K-6	9-12	Pre K-12
Reading	K-8	K-6	K-6	9-12	
Reading Coach	K-8	K-6	K-6		K-12
Math Coach	K-8	K-6	K-6		K-12
Health	K-8	K-6	K-6	9-12	K-12
Data Facilitator	K-8	K-6	K-6	9-12	K-12
Special Ed:					
Resource Program	K-8	K-6	K-6	9-12	K-12
Intensive Services	K-8	K-6	K-6	9-12	K-12
Speech Language					K-12
Early Essential Ed					Pre K
Title 1 Services	K-8	K-6	K-6	9-12	K-12
ELL					K-12
Tech Resource Teacher					K-12

C. By November 1st of each year, the Superintendent will provide to the Association a list identifying, within each District, the relative seniority standing of the teachers. The list will identify the discipline(s) within which each teacher is licensed and has taught in the District, and the number of years of seniority within each discipline. The Association shall make the list available to all teachers within thirty (30) days of its receipt, and any teacher may submit a written challenge to their position on the seniority list, to be forwarded to the president of the Association, no later than December 1st. Thereafter, any unresolved challenge shall be forwarded by the Association to the Superintendent on or before January 15th. If the dispute remains unresolved, the matter will be immediately submitted to a special final and binding arbitration panel consisting of one person appointed by the Board of the School District involved, one person appointed by the Association and the third chosen by the first two. The panel shall meet to hear the issue, and shall render its decision no later than February 1st. Provided that the teacher has so requested in writing to the Association in advance, they may be present at the panel meeting and address the panel.

The cost, if any, of the services of the neutral member of the panel shall be borne equally by the School District Board and the Association. The list, as finally determined by the panel, shall be the Seniority list for the purpose of this Agreement.

Neither the School District Board nor the Association need arbitrate an unresolved dispute if the School District Board guarantees that the teachers involved will not be issued reduction in force notices during that year; except in these cases, challenges may not be made that could have been brought in a prior year.

D. Notification: When a reduction in force is to take place, the Board of the School District involved will decide the position by grade level and/or specialization within the field or subject matter taught and/or other professional service rendered and classify the position in one of the disciplines as stated above. If a layoff is necessary, the least senior member within that designated discipline will be issued a notice of reduction in force on or before April 15th of the year immediately preceding the intended reduction in force.

E. Seniority Classification:

- a. Leaves of absence shall not be considered breaks in service; however, only leaves of absence for which salary is granted shall count to increase seniority.
- b. Seniority will be forfeited if a teacher voluntarily leaves the system.
- c. A teacher on layoff status shall retain seniority only to the extent of the recall period as stated in the master agreement.
- d. After June 30, 1996, part-time employees will earn seniority by years of service times the fraction stated on their individual contracts. Part-time seniority does not constitute employment for purposes of Section 9. 6.
- e. A teacher teaching in or having taught in more than one discipline will earn seniority based on the length of continuous service within the District.

f. If Union District #27 is expanded to include the middle grades (grades 5-8 or any portion thereof), current employees teaching grades 5, 6, 7, and/or 8 in the District shall have first refusal rights over all other applicants to such grade positions for which they are qualified in the expanded union. Accrued seniority will be granted to employees who were employed in the middle grades in Rockingham School District prior to the middle grade unionization and who became employees of expanded Union District #27. Said accrued seniority shall be applied only in resolution of seniority rights issues involving the relocated grades, for which a separate seniority system shall exist.

g. If a contracted long-term substitute is subsequently hired to fill a permanent teaching position, without any interruption in service, that employee will earn seniority credit for the portion of the year that they served as a long-term substitute. Such seniority credit does not constitute employment for purposes of Section 9.6.

h. A paraprofessional employed by the District who leaves their position to assume a full year teaching position within the same District, without any interruption in service, shall for the purpose of seniority, be considered the first person hired during the school year, regardless of the date upon which they actually sign the contract.

i. Administrators do not gain seniority under Article 11 of this Agreement. A teacher/administrator gains seniority under Article 11 only for the teaching portion of their position as stated on their individual contract. Teacher/administrators hired before January 1, 1996, shall not be subject to this provision. Any former administrator holding a teaching position as of January 1, 1996, shall not lose their seniority that has previously been credited and shall continue to accrue seniority each year as provided in Section 11.4E(d).

§ 11.5 Recall Rights. A teacher on layoff status shall retain the right of first refusal if the position is eliminated or its equivalent should be reinstated within a period of seventeen (17) months from the April 15 deadline for notification of non-renewal.

§ 11.6 Other Vacancies. A teacher on layoff status shall be entitled to first consideration for any other vacancy in the School District for which they are licensed. First consideration in applications is limited to a period of seventeen (17) months from the April 15 deadline for notification of non-renewal. In the event more than one (1) licensed teacher is on layoff status, the position shall be offered to the teacher with superior seniority. While "first consideration" is not a guarantee of employment, laid-off teachers will be given preference over other candidates with equivalent qualifications.

§ 11.7 Recall Procedure. If a teacher is to be offered recall, written notice to that effect shall be sent to that teacher at the last address for that teacher on file in the Superintendent's Office. Such notice shall be sent by certified or registered mail, except that, if such mail is not deliverable or is not accepted, such notice shall be resent by first class mail to that last address. The teacher shall have 15 days from the date of mailing of the first such notice, whether

delivered/accepted or not, to inform the Superintendent, in writing, by certified or registered mail, of their acceptance or rejection of the offer. A teacher so rehired shall be entitled to the same benefits as those to which they were entitled at the time of layoff. A teacher who fails to respond within such 15-day period shall lose recall rights to the position that was the subject of the notice, but shall remain on the recall list for the remainder of the 17-month period. A teacher who rejects such offer within such 15-day period shall remain on the recall list for the remainder of the 17-month recall period, retaining for that remaining period all recall rights under this Agreement.

§ 11.8 Leave Substitutes. Any teacher employed to fill a temporary vacancy caused by a contracted or School District Board approved leave of absence, may be non-renewed and released at the end of their contracted service and such release shall not be considered a layoff subject to recall under this Article.

ARTICLE 12 TEMPORARY LEAVES OF ABSENCE

§ 12.1 Personal Leave. Personal leave, not to exceed a total of four (4) days in a school year, may include bereavement, religious observances, family matters, additional sick time, or other personal business that cannot be conducted during non-working hours. Absence due to personal business cannot be used to extend a holiday or school recess period without prior approval of the superintendent. Furthermore, personal days may not be used for the purpose of engaging in other paid employment. Absence days are intended to ensure that the health and personal needs of a teacher are met. The District expects that teachers will schedule personal business at times that are outside the working day whenever possible.

§ 12.2 Bereavement Leave. Bereavement leave, not to exceed three (3) paid days per bereavement, will be granted to a teacher in the event of a death in the teacher's immediate family. The immediate family is limited to the teacher's spouse, the teacher's or the teacher's spouse's father, mother, child, grandchild, grandparent, sibling, sibling's spouse, foster child or foster parent, stepchild or stepparent, aunt or uncle, or other relative regularly living within the teacher's household. The teacher will notify the principal or their designee as soon as practicable when the use of bereavement leave is necessary.

§ 12.3 Sick Leave. Teachers shall be entitled to paid leave for absences due to personal illness, illness in the immediate family, physical disability including disabilities connected with or resulting from pregnancy, or medical attention under the following conditions:

A. Each teacher shall begin each employment year with an annual credit of fourteen (14) days. Days not used shall accumulate and be available for use up to a maximum accumulation of sixty (60) days. Any employee who commenced their employment prior to July 1, 1999, and who as of that date had accumulated sick leave in excess of sixty (60) days, shall be entitled to retain all such previously accumulated sick leave, but shall not be entitled to any additional annual credit until their accumulated sick leave days fall below seventy-four (74) days.

B. The Superintendent may require a doctor's written certification of illness or disability after three (3) consecutive sick leave days are used. In the event the Superintendent believes a questionable pattern of sick leave absences of a teacher exists, they may require a written certification for such absences.

C. Teachers shall be given a written notice of their accumulated sick leave with the first paycheck in November of each school year. A teacher will notify the principal or their designee as soon as practicable when the use of sick leave is necessary.

D. In the event of an illness or physical disability for which a teacher is unable to work and is paid benefits under the Workers Compensation Act, at the teacher's option, but only upon written notice to the Superintendent received by them within five (5) calendar days of the date of the compensation award, the Board shall pay to such teacher, for the duration of such absence, the difference between their salary and the benefits received under the Workers Compensation Act, but only up to the limits of the teacher's accumulated sick leave.

E. A teacher who transfers between Districts covered by this Agreement shall have their accumulated sick leave assumed by the employing District.

§ 12.4 Jury and Court Leave. A teacher summoned to serve as a juror shall be granted leave for such court appearance. The teacher shall be paid for each day of jury duty an amount which, when added to the amount received as a juror will equal their pay for one day pursuant to the terms of their teaching contract. Leave without pay will be granted a teacher to appear in court in connection with any legal proceedings in which they are a civil plaintiff or a criminal defendant.

§ 12.5 Other Temporary Leaves. Leave for any and all other reasons, with or without pay, may be granted at the sole discretion of the Board of the School District involved with the recommendation of the Superintendent.

§ 12.6 FMLA. Leaves under the provisions of this Article that are eligible for coverage under a Family and Medical Leave Act (FMLA) shall be regarded as both FMLA and contractual leave, and the more liberal provisions shall apply

ARTICLE 13 EXTENDED LEAVES OF ABSENCE

§ 13.1 Maternity Leave. The Boards shall comply with the requirements of the federal Family Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("VPFLA") for eligible teachers. When a teacher is granted paid or unpaid leave pursuant to the terms of this Agreement, and the teacher is also entitled to leave pursuant to the FMLA and/or VPFLA for the same occurrence, the leave provided for under this Agreement and that which is provided under the FMLA and/or VPFLA shall be used concurrently. A teacher shall use their sick leave for 6 to 12 weeks and, if the teacher does not have sick leave to cover the period, they may still be absent but without pay.

§ 13. 2 Parental Leave.

A. A teacher who elects to take extended parental leave, without compensation, after the birth of a child and who takes a leave of absence from employment between July 1 and January 1 of the school year shall return to that position upon the beginning of the second semester, or the second half year of the following school year, provided, however, that if the individual so notifies the Superintendent in writing on or before April 15 of the school year, the individual may elect to return to the assigned duties upon the opening of school the following September. A teacher who elects to take extended parental leave after the birth of a child may extend the length of said parental leave by one semester or half year, provided, however, that written application for such extension is made to the Superintendent on or before April 15 or November 15, as the case may be, prior to the date upon which the individual plans to resume the duties of a teacher.

B. The teacher may elect to take extended parental leave prior to the birth of the child. The period of extended parental leave prior to the birth of the child shall not exceed three months, and the teacher shall give written notice to the Superintendent of an intention to begin such extended parental leave at least forty-five (45) days prior thereto. A teacher who takes extended parental leave prior to the birth of the child shall not be entitled to take the period of disability as sick leave.

§ 13. 3 Adoption Leave. A teacher who adopts a child of pre-school age shall be entitled to take extended parental leave, without compensation, immediately after receiving the child as follows:

A. As soon as the teacher learns that a child of pre-school age will be made available for adoption at some time in the future, the teacher shall give written notice to the Superintendent of the intention to adopt a child of pre-school age and to take extended parental leave upon receiving the child.

B. As soon as the teacher determines the date or approximate date upon which the adopted child will be received, the teacher shall give written notice to the Superintendent, at least fourteen (14) days in advance, where fourteen (14) day notice is possible, of the date upon which the individual plans to terminate the teaching duties and commence the extended parental leave.

C. A teacher who takes extended parental leave in order to care for the adopted child and who takes a leave of absence from employment between July 1 and January 1 of the school year shall return to that position upon the opening of school the following September. A teacher who takes extended parental leave in order to care for the adopted child and who takes a leave of absence between January 1 and June 30 of the school year shall return to that position upon the beginning of the second semester or the second half of the following year, provided, however, that if the individual so notifies the Superintendent in writing on or before April 15 of the school year, the individual may elect to return to the assigned duties upon the opening of school the following September. A teacher who takes extended parental leave in order to care for the adopted child may extend the length of said parental leave by one semester or half year, provided, however, that written application is made to the Superintendent on or before

April 15 of the school year the individual may elect to return to the teaching duties upon the opening of school the following September.

A teacher who takes extended parental leave in order to care for the adopted child may extend the length of said extended parental leave by one semester or half year, provided, however, that the individual makes written application for such extension to the Superintendent on or before April 15 or November 15, as the case may be, prior to the date upon which the individual plans to resume the duties of a teacher.

§ 13.4 Sabbatical Leave.

A. A teacher who has completed at least six (6) full years of employment as a certified teacher in the employing School District is eligible for sabbatical leave. A teacher desiring a sabbatical must file a written application with the Superintendent on or before November 15 of the year preceding the beginning of the school year of the proposed sabbatical. The application shall set forth whether the teacher is requesting a full school year or half year leave, the work to which the teacher will devote themselves during the sabbatical period, the value of the work to the professional development of the teacher, and the benefits which are expected to accrue to the School district from the proposed work.

B. The Superintendent shall review the teacher's application and forward it, with their recommendation for the action on it, to the Board of School Directors of the employing District. The School Board shall notify the teacher in writing of its decision on or before March 15 preceding the beginning of the school year of the proposed sabbatical. The decision of the board shall be final.

C. If a teacher is granted a half-year sabbatical, the District shall pay their full salary and insurance benefits under this Agreement for the sabbatical period; if a teacher is granted a full year sabbatical the District shall pay one-half of their salary and insurance benefits for the sabbatical. During any sabbatical, the teacher shall also be eligible for tuition reimbursement under the terms of Article 7 of this Agreement. All payments for salary and benefits to the teacher during a sabbatical shall be conditioned upon the teacher's immediate return to their teaching duties in the School District at the completion of the sabbatical.

D. A teacher granted a sabbatical must, as a condition thereof, execute a teaching contract with the School District for the period of two (2) years immediately following the completion of the sabbatical. The contract shall provide that, if the teacher is physically able but does not fulfill any of their obligations under it, or was physically able but failed to fulfill any of their obligations under the sabbatical agreement, whether by doing the promised work or otherwise, they shall refund to the District all amounts paid by it for salary and benefits to them during the sabbatical period. Upon return to teaching duties, in accordance with the terms of the contract, all benefits under this Agreement shall accrue to the teacher as though they had been present and teaching throughout the sabbatical period.

§ 13. 5 Other Extended Leaves. Leave for any and all other reasons, with or without pay, may be granted at the sole discretion of the Board of the School District involved, with the recommendation of the Superintendent.

ARTICLE 14 GRIEVANCE PROCEDURE

§ 14.1 Grievance Defined. A grievance is a claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

§ 14.2 Time Limits. For the purpose of time limits set forth in the grievance procedure, the term "days" shall mean (a) the days school is in session during the school year, and (b) calendar days, exclusive of Saturdays, Sundays, and holidays, during the summer recess. In computing any period of time, the days of the act, event, or occurrence from which the designated period of time begins to run shall not be included. Time limits may be extended at any step by mutual written agreement between the grievant and the School Administration. No grievance shall be given consideration unless it is filed at the appropriate step within fifteen (15) days of the occurrence which gave rise to the grievance.

§ 14.3 Right to Representation. A grievant shall, at all steps in the formal grievance procedure herein provided, be present and entitled to be represented by the Association or any other person they may chose.

§ 14.4 Right to Withdrawal of Grievance. A grievance shall at all times and throughout all steps of the procedure remain the exclusive property of the grievant, who shall retain the right to withdraw the grievance at any time or any step in the grievance procedure.

§ 14. 5 Informal Discussion. Nothing contained within this grievance procedure shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the principal and make an adjustment before filing any formal grievance, provided such adjustment is not inconsistent with the terms of this Agreement.

§ 14.6 Association Response. In the event a teacher does not desire Association representation, the Association shall retain the right to have and to state its views on the grievance.

§ 14.7 Procedure. If informal discussions fail to resolve the issue, then a formal filing of grievance shall be made on a form identical to attached Appendix H and in accordance with the following procedure:

Step 1: The grievant shall forward a written copy of the grievance to the principal, if applicable, and direct supervisor. The written statement shall set forth the grievance in detail and shall state the redress sought. The principal shall, within seven (7) days after receipt of the statement of

the grievance, meet with the grievant, their representative, if any, and a representative of the Association to discuss the resolution of the grievance. The principal shall, within ten (10) days after this meeting, render a written decision with copies delivered to the grievant, the Superintendent and the Association.

Step 2: If the grievance is not resolved at Step 1, the grievant shall, within ten (10) days after receipt of the decision, deliver a copy of the grievance and a statement setting forth the reasons for which the grievant does not accept the decision to the Superintendent and to the Association. The Superintendent shall, within ten (10) days after receipt of the statement of the grievance, meet with the grievant, their representative, if any, and a representative of the Association to discuss the resolution of the grievance. The Superintendent shall, within ten (10) days after meeting with the grievant, their representative, if any, and a representative of the Association, render a decision in writing with copies delivered to the grievant, the Association and the chairperson of the Board of School Directors for the School District within which the grievant is employed.

Step 3: Within five (5) days after receiving the decision of the Superintendent and if the grievance is not resolved at the Step 2 level, the grievant shall deliver a copy of the grievance and a statement setting forth the reasons for which the grievant does not accept the Superintendent's decision to the chairperson of the Board of School Directors involved and the Association. No later than twenty (20) days after receiving the grievance, the School District Board shall hold a regular or special meeting to discuss the resolution of the grievance with the grievant and their representative of the Association. Such meeting shall be held in executive session at the request of either party. The Board of School Directors shall, within ten (10) days after the meeting, render a decision in writing with copies delivered to the grievant, the Superintendent and the Association.

Step 4. Within ten (10) days after receipt of the School District Board's decision, if the grievance is not resolved, the grievant may request in writing that the Association submit the grievance to binding arbitration. The Association may submit the grievance to binding arbitration within twenty (20) days of receipt of said request by written notice to the Superintendent. The request shall be in writing setting forth the nature of the dispute and the remedy sought and it shall be delivered to the Superintendent or mailed to them certified mail return receipt requested. The Board of School Directors involved and the Association shall select an arbitrator to whom the matter is to be submitted, provided, however, that in the event that the Board and Association are unable to agree within ten (10) days after receipt by the Superintendent of the request for arbitration on an arbitrator who will hear the matter, the matter shall be submitted to the American Arbitration Association pursuant to the provisions of the American Arbitration Association Voluntary Labor Arbitration Rules. The arbitrators shall be limited to ruling on the interpretation or the application of the provisions of this Agreement and may not add to, detract from, or in any way alter the provisions of this Agreement. The cost of arbitration shall be borne jointly by the Board of School Directors involved and the Association.

§ 14.8 No Reprisals. No reprisals of any kind will be taken by the School District Board or the School Administration against any teacher because of their participation in this grievance procedure.

§ 14.9 Cooperation. The School District Board and School Administration will cooperate with the grievant and the Association in the investigation of any grievance and, further, will furnish such relevant information as is requested for the processing of the grievance.

§ 14.10 Confidentiality. Except by mutual agreement between the Board and Association, documents, communications and records dealing with the processing of a grievance will not be made public except as required by law.

§ 14.11 Step By-Pass. Steps 1 and 2 may be by-passed by written mutual agreement between the grievant and the appropriate school administrator.

§ 14.12 Procedural Requirements. Failure by the teacher to adhere to these procedures within the specified time period shall render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time period shall be construed to allow the grievance to move to the next step.

ARTICLE 15 PROFESSIONAL CONSULTATIONS

§ 15.1 Instructional Liaison Committee Faculty Councils. The Superintendent of Schools and the President of the Association shall consult and make those arrangements necessary to implement the following cooperative activities to enhance both the instructional program and the professional communication of the Districts' faculties:

- A. [Deleted]
- B. Faculty Councils. Teachers in each building in the various Districts shall be entitled annually to elect no more than seven (7) Association members assigned to each building to serve as the Building Faculty Council. Each Faculty Council shall have the right from time to time, to meet and confer upon request with the building Principal, with any Supervisor, or with any Supervisory Union Administrator at a mutually agreeable time. The agenda for such meetings may include faculty concerns, operational adjustments, or any other matter of District or Supervisory Union operations.

§ 15.2 Procedural Compliance. Any dispute concerning the implementation of the aforementioned councils may be submitted to Article 14 grievance procedures, solely on the question of procedural compliance with this Article by the parties and not for the purpose of challenging the Boards' right to frame or adopt policy pursuant to Article 3, Rights of the Boards.

§ 15.3 [Deleted]

ARTICLE 16 GENERAL PROVISIONS

§ 16.1 Severability. If any provision of this Agreement or application of the Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

§ 16.2 No Strike/No Lockout. For the duration of this Agreement, the Association shall not participate in a strike, and the Boards shall not institute a lockout.

§ 16.3 Complete Agreement. This is a complete agreement between the parties, and agreements and understandings made hereafter shall not be binding unless reduced to writing by mutual consent of both parties. All matters not dealt with herein shall be treated as having been brought up and disposed of, and the Boards shall be under no obligation to discuss with the Association any modifications or additions to this contract, except as may be herein provided for. It is agreed, however, that if any extraordinary or unusual circumstances occur, the parties may renegotiate the same in good faith and incorporate agreements reached into contract.

§ 16.4 Copies of Agreement. This Collective Bargaining Agreement will be posted on the WNESU website to be viewed or downloaded by teachers, administrators, or others.

§ 16.5 Written Notices. All written notices by the Boards or the Association, respectively, will be deemed to have been properly given if delivered to the Superintendent of schools and the Leadership of the Association, respectively.

§ 16.6 Retirement Incentives. Any teacher who is at least 50 and has a total of twenty (20) combined years of service in any one or more districts within the Windham Northeast Supervisory Union, who announces their retirement by October 1st and has enrolled in the District's 403 (b) plan, shall be eligible for a seven thousand five hundred dollar (\$7,500) retirement stipend, prorated by district. The employee will not have a break in service where they are employed in any district in any capacity outside of the WNESU or its member districts.

The teacher must make an application for the retirement stipend on or before October 1 of the school year of retirement. The Board shall have the power to waive the application date requirement. For the purposes of this section, retirement is defined as collecting a teacher's retirement pension. The stipend will be paid out by August 1st of the following fiscal year.

§ 16.7 Definitions and References.

- (1) Unless otherwise specified in this Agreement, the term "days" shall refer to a teacher work day.
- (2) Whenever the singular is used in this Agreement, it is to include the plural, and references to teachers shall refer to males, females, and nonbinary.

(3) As used in this Agreement, including this section, "District" shall include within its meaning the Board of the District Supervisory Union, itself, and the Board shall include within its meaning the Board of the District, the Supervisory Union, itself, and the Board of the Supervisory Union.

(4) As used in this Agreement, "Administration" means the District and/or the Superintendent.

(5) As used in this Agreement, "Superintendent" includes the relevant designee of the Superintendent.

**ARTICLE 17
DURATION**

§ 17.1 Duration Negotiations. This Agreement shall continue in full force and effect from July 1, 2024, until twelve (12:00) midnight, June 30, 2027, and from year to year thereafter unless written notice of desire to terminate or modify said Agreement is given by either party to the other by registered or certified mail dated on or before October 1 of the year prior to the date such termination or modification would become effective. Renegotiations of the Agreement, in whole or in part, shall be governed by the provisions of Title 16, Chapter 57, of the Vermont Statutes Annotated.

§ 17.2 Meeting Agenda. In the event that either the Boards or the Association shall so notify the other party of its intention to terminate the Agreement or negotiate a new Agreement, representatives of the parties shall meet as soon as may be possible after October 1. The agenda for the first meeting of the representatives of the boards and the Association shall be to establish ground rules governing the conduct of negotiations.

IN WITNESS WHEREOF, the parties affix their hands and seals, this _____ day of August, 2024:

Leadership Team -Windham Northeast Education Association

Lead Negotiator-Windham Northeast Education Association

Chairperson, Board of School Directors
Rockingham Town School District

Chairperson, Board of School Directors
Bellows Falls Union High School #27

Chairperson, Board of School Directors
Athens/Grafton School Board

Chairperson, Board of School Directors
Windham Northeast Supervisory Union #47

Chairperson, Board of School Directors
Westminster Town School District

**APPENDIX A
2024-2025 SALARY SCHEDULE**

STEP	BA/BS	BA +15	BA +30	M	M +15	M +30
1	49000	49297	49594	51000	53000	54500
2	49297	49594	49981	52000	54000	55000
3	49594	49981	50188	52117	54049	55978
4	49981	50188	52117	54049	55978	57907
5	50188	52117	54049	55978	57907	59838
6	52117	54049	55978	57907	59838	61769
7	54049	55978	57907	59838	61769	63697
8	55978	57907	59838	61769	63697	65297
9	57907	59838	61769	63697	65297	66897
10	59838	61769	63697	65297	66897	68497
11	61769	63697	65297	66897	68497	70097
12	63697	65297	66897	68497	70097	71697
13	65297	66897	68497	70097	71697	73297
14	66897	68497	70097	71697	73297	74897
15	68497	70097	71697	73297	74897	76497
16	70097	71697	73297	74897	76497	78097
17	71697	73297	74897	76497	78097	79697
18	73471	75356	77239	79123	81008	82893

**APPENDIX A
2025-2026 SALARY SCHEDULE**

STEP	BA/BS	BA +15	BA +30	M	M +15	M +30
1	49500	50000	51000	51192	52792	55000
2	50000	51000	51192	52792	54392	55992
3	51000	51192	52792	54392	55992	57592
4	51192	52792	54392	55992	57592	59192
5	52792	54392	55992	57592	59192	60792
6	54392	55992	57592	59192	60792	62392
7	55992	57592	59192	60792	62392	63992
8	57592	59192	60792	62392	63992	65592
9	59192	60792	62392	63992	65592	67192
10	60792	62392	63992	65592	67192	68792
11	62392	63992	65592	67192	68792	70392
12	63992	65592	67192	68792	70392	71992
13	65592	67192	68792	70392	71992	73592
14	67192	68792	70392	71992	73592	75192
15	68792	70392	71992	73592	75192	76792
16	70392	71992	73592	75192	76792	78392
17	71992	73592	75192	76792	78392	79992
18	74940	76864	78784	80705	82628	84551

**APPENDIX A
2026-2027 SALARY SCHEDULE**

STEP	BA/BS	BA +15	BA +30	M	M +15	M +30
1	50000	51000	52000	52216	53816	55416
2	51000	52000	52216	53816	55416	57016
3	52000	52216	53816	55416	57016	58616
4	52216	53816	55416	57016	58616	60216
5	53816	55416	57016	58616	60216	61816
6	55416	57016	58616	60216	61816	63416
7	57016	58616	60216	61816	63416	65016
8	58616	60216	61816	63416	65016	66616
9	60216	61816	63416	65016	66616	68216
10	61816	63416	65016	66616	68216	69816
11	63416	65016	66616	68216	69816	71416
12	65016	66616	68216	69816	71416	73016
13	66616	68216	69816	71416	73016	74616
14	68216	69816	71416	73016	74616	76216
15	69816	71416	73016	74616	76216	77816
16	71416	73016	74616	76216	77816	79416
17	73016	74616	76216	77816	79416	81016
18	76439	78401	80360	82319	84280	86242

**APPENDIX B
2024-2025 CO-CURRICULAR SALARY SCHEDULE**

Base: \$49,000

Category I			Category II			Category III		
Experience	% of Base	Salary	Experience	% of Base	Salary	Experience	% of Base	Salary
0	10.2%	\$4998	0	8.5%	\$4165	0	6.8%	\$3332
1	10.6%	\$5194	1	8.9%	\$4361	1	7.2%	\$3528
2	11.0%	\$5390	2	9.3%	\$4557	2	7.6%	\$3724
3	11.5%	\$5635	3	9.8%	\$4802	3	8.1%	\$3969
4	11.9%	\$5831	4	10.2%	\$4998	4	8.5%	\$4165

Category IV			Category V			Category VI		
Experience	% of Base	Salary	Experience	% of Base	Salary	Experience	% of Base	Salary
0	5.1%	\$2499	0	3.4%	\$1666	0	1.7%	\$833
1	5.5%	\$2695	1	3.8%	\$1862	1	2.2%	\$1078
2	6.0%	\$2940	2	4.3%	\$2107	2	2.6%	\$1274
3	6.4%	\$3136	3	4.7%	\$2303	3	3.0%	\$1470
4	6.8%	\$3332	4	5.1%	\$2499	4	3.4%	\$1666

Category VII		
Experience	% of Base	Salary
0	1.0%	\$490
1	1.3%	\$637
2	1.7%	\$833
3	2.2%	\$1078
4	2.6%	\$1274

**APPENDIX B
2025-2026 CO-CURRICULAR SALARY SCHEDULE**

Base: \$49,500

Category I			Category II			Category III		
Experience	% of Base	Salary	Experience	% of Base	Salary	Experience	% of Base	Salary
0	10.2%	\$5049	0	8.5%	\$4208	0	6.8%	\$3366
1	10.6%	\$5247	1	8.9%	\$4406	1	7.2%	\$3564
2	11.0%	\$5445	2	9.3%	\$4604	2	7.6%	\$3762
3	11.5%	\$5693	3	9.8%	\$4851	3	8.1%	\$4010
4	11.9%	\$5891	4	10.2%	\$5049	4	8.5%	\$4208

Category IV			Category V			Category VI		
Experience	% of Base	Salary	Experience	% of Base	Salary	Experience	% of Base	Salary
0	5.1%	\$2525	0	3.4%	\$1683	0	1.7%	\$842
1	5.5%	\$2723	1	3.8%	\$1881	1	2.2%	\$1089
2	6.0%	\$2970	2	4.3%	\$2129	2	2.6%	\$1287
3	6.4%	\$3168	3	4.7%	\$2327	3	3.0%	\$1485
4	6.8%	\$3366	4	5.1%	\$2525	4	3.4%	\$1683

Category VII		
Experience	% of Base	Salary
0	1.0%	\$495
1	1.3%	\$644
2	1.7%	\$842
3	2.2%	\$1089
4	2.6%	\$1287

**APPENDIX B
2026-2027 CO-CURRICULAR SALARY SCHEDULE**

Base: \$50,000

Category I			Category II			Category III		
Experience	% of Base	Salary	Experience	% of Base	Salary	Experience	% of Base	Salary
0	10.2%	\$5100	0	8.5%	\$4250	0	6.8%	\$3400
1	10.6%	\$5300	1	8.9%	\$4450	1	7.2%	\$3600
2	11.0%	\$5500	2	9.3%	\$4650	2	7.6%	\$3800
3	11.5%	\$5750	3	9.8%	\$4900	3	8.1%	\$4050
4	11.9%	\$5950	4	10.2%	\$5100	4	8.5%	\$4250

Category IV			Category V			Category VI		
Experience	% of Base	Salary	Experience	% of Base	Salary	Experience	% of Base	Salary
0	5.1%	\$2550	0	3.4%	\$1700	0	1.7%	\$850
1	5.5%	\$2750	1	3.8%	\$1900	1	2.2%	\$1100
2	6.0%	\$3000	2	4.3%	\$2150	2	2.6%	\$1300
3	6.4%	\$3200	3	4.7%	\$2350	3	3.0%	\$1500
4	6.8%	\$3400	4	5.1%	\$2550	4	3.4%	\$1700

Category VII		
Experience	% of Base	Salary
0	1.0%	\$500
1	1.3%	\$650
2	1.7%	\$850
3	2.2%	\$1100
4	2.6%	\$1300

**APPENDIX C
CO-CURRICULAR POSITIONS CLASS -
BELLOWS FALLS UNION HIGH SCHOOL**

<p>CATEGORY I</p> <p>Football, Head Track, Head Basketball, Head (Boys) Basketball, Head (Girls)</p>	<p>CATEGORY II</p> <p>Football, Assistant Soccer, Head (Boys) Soccer, Head (Girls) Cross-Country, Head Field Hockey, Head Sampler Advisor</p>
<p>CATEGORY III</p> <p>Football, Freshman Basketball, J.V. (Boys) Basketball, J.V. (Girls) Track, Assistant (3) Baseball, Head Softball, Head Skiing, Alpine Skiing, Nordic Student Council Advisor Wrestling, Head Indoor Track</p>	<p>CATEGORY IV</p> <p>Field Hockey, J.V. Baseball, J.V. Softball, J.V. Cheerleading, Winter</p>
<p>CATEGORY V</p> <p>Drama (2) Football, Freshman, Assistant Basketball, Freshman (Boys) Tennis (Boys) Tennis (Girls) Cheerleading, Fall Marching Band Soccer, Assistant All Class Head Advisors Math Team (2) National Honor Society Advisor Scholar's Bowl Advisor Envirothon History Club</p>	<p>CATEGORY VI</p> <p>Foreign Language Advisor Pep Band</p> <p>CATEGORY VII</p> <p>Color Guard</p>

**APPENDIX D
CO-CURRICULAR POSITIONS CLASS -
BELLOWS FALLS MIDDLE SCHOOL**

<p>CATEGORY III</p> <p>Athletic Director</p>	<p>CATEGORY IV</p> <p>Basketball (Boys) Basketball (Girls)</p>
<p>CATEGORY V</p> <p>Baseball Softball Soccer Field Hockey Cross-Country Track Computer Coordinator Head Class Advisor</p>	<p>CATEGORY VI</p> <p>Band Track Assistant Cheerleading Yearbook Student Council Basketball, Assistant Soccer, Assistant Field Hockey, Assistant Softball, Assistant Assistant Yearbook</p>
<p>CATEGORY VII</p> <p>Gym Show Director (2) Math Team (2) Technical Advisor Spelling Team (Grade 5-6) Spelling Team (Grade 7-8) Geography Bee Team Odyssey of the Mind Dramas (2) Drama (2)</p>	

**APPENDIX D2
CO-CURRICULAR POSITIONS CLASS -
ELEMENTARY SCHOOLS**

<p>CATEGORY II</p> <p>Instrumental Music Lessons/Band</p>	<p>CATEGORY II</p> <p>Student Council Winter Sports Coordinator</p>
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**APPENDIX F
CO-CURRICULAR CONTRACT**

1. This contract, between _____ coach/teacher, and the _____ School, is made for the school year of July 1, _____, to June 30, _____.
2. The co-curricular salary for the coach/teacher shall be \$ _____, the first half of which shall be paid to the coach/teacher half-way through the activity (date), the balance of which shall be paid to the teacher/coach at the conclusion of the activity (date). The Principal of the _____ School shall certify that the coach/teacher has completed the first half of the activity before payment for the first half shall be made, and shall certify the successful completion of the activity before the final payment shall be made.
3. The assigned co-curricular activity shall be: _____
4. Activity will commence: _____ Activity will end: _____
5. This contract is subject to the laws and regulations of the State of Vermont, the rules and regulations of the School Board for the District, and the terms of the Collective Bargaining Agreement between the District and Windham Northeast Education Association.

Employee

DATE

Principal

DATE

Superintendent of Schools

DATE

Your continued employment is contingent upon a subsequent clean criminal record check.

DATE:

BUDGET UNIT:

APPENDIX G
CONTRACT SIGNATURE EXTENSION REQUEST
REQUEST FOR EXTENSION OF TIME TO SIGN AND RETURN
EMPLOYMENT CONTRACT

I am a bona fide candidate for a position in _____ school district (s), and I hereby request an extension of time in which to sign and return the teacher contract offered me for the _____ school year. This extension shall expire June 1 of this year.

I understand that, if I have not returned the signed teacher contract to the Superintendent's office, or at least mailed it, properly addressed, and U.S. Postal Service postmarked to the Superintendent's office by June 1, the contract offer will have no further validity and will be regarded as having been rejected.

Date: _____

Teacher's Name (Please Print)

Teacher's Signature

N.B. The request will automatically be granted if received together with the documentation identified in §6.8 of the Master Agreement in the Superintendent's office or with a Postal Service postmark dated on or before the date indicated on the letter accompanying the teacher contract, or May 5, if later.

APPENDIX H
GRIEVANCE REPORT FORM

WINDHAM NORTHEAST SUPERVISORY UNION
GRIEVANCE NO. _____

Name: _____ District: _____

Date: _____ Assignment: _____ Building: _____

A. Date on which Grievance arose or Date of Violation of Agreement: _____

B. Article of Agreement Claimed to be in Violated: _____

C. Description of Grievance: _____

D. Redress sought: _____

Grievant's Signature

School Official Signature / Date Received

If meeting waived, initial below:

Date of Meeting: _____ Grievant: _____ District: _____

District's Decision: _____

District Officer's Signature

APPENDIX I
LETTER OF UNDERSTANDING

1. (REMOVED)

2. (REMOVED)

APPENDIX J QUALIFIED DOMESTIC PARTNER

QUALIFIED DOMESTIC PARTNER: The term "qualified domestic partner" refers to a person domiciled with a Teacher, with whom the Teacher shares a long-term relationship, who is not related by blood to the Teacher in a degree that would make marriage illegal, and who is at least 18 years of age. A Teacher who is married may not identify someone other than their spouse as a qualified domestic partner.

To qualify under this definition, the domestic partnership must be an exclusive relationship of mutual support, caring, and commitment which is intended to remain in existence for the indefinite future and that has existed for not less than six months. The partners must share the same primary residence on a regular-basis, must be jointly responsible for basic living expenses (basic living expenses are defined as the cost of basic food, shelter, and any other expenses of the common household—the partners need not contribute equally or jointly to the payment of these expenses as long as they agree that they are both responsible for them). Both the Teacher and the domestic partner must complete, and have notarized the Statement of Domestic Partnership certifying to the existence of these qualifications, and they may be required to provide the following documentation in support of the Statement of Domestic Partnership:

- a. proof of common residence; and
- b. proof of financial interdependence, e.g. joint bank and/or credit accounts, joint safe deposit box rental, mutual powers of attorney, designation as beneficiary on insurance policies, mutual designations as executor/trix on wills.

Should the domestic partnership end, the Teacher must notify the Superintendent within 30 days of such termination. Following such notification, a 9-month waiting period is required before said Teacher may again identify another person as a qualified domestic partner.

Qualified domestic partners of Teacher and their dependent children shall be eligible for the same health and dental insurance coverage afforded spouses and dependent children and to be named as a beneficiary of the Teacher's term life insurance provided under the terms of the Master Agreement, provided that the Teacher pays the additional cost of such coverage above the cost of the coverage to which the Teacher would have been entitled without the domestic partner and, if applicable, the domestic partner's child or children.

Confidentiality: The Boards recognize and respect employee concerns as to potential problems in maintaining the confidentiality of personal information submitted to establish eligibility for health insurance coverage. The Boards will ensure the confidentiality of such information.

Indemnification: The Association will indemnify and hold the Boards harmless from any cost or liability, including attorney fees, incurred as a result of any claim of discrimination arising from or on account of the extension of eligibility for benefits to domestic partners.

**APPENDIX K
UNION DUES AUTHORIZATION AND ASSIGNMENT FORM**

NAME: _____

ADDRESS: _____

SCHOOL: _____

I hereby request and authorize the _____ District to deduct Association Membership Dues from my salary in the manner set forth in the Collective Bargaining Agreement between the Board and the Windham Northeast Education Association. The amount to be deducted for a School Year shall be that amount certified to the District by the Association as the amount of dues payable for that School Year.

I understand that this authorization shall remain in full force and effect, and shall continue from year to year, until I may leave the District or the Bargaining Unit, or until I may withdraw this authorization for the School Year following the School Year in which such withdrawal shall be undertaken. A withdrawal of this Authorization for the following School Year must be made in writing to the Superintendent, and received by them on or before July 1 of the School Year to be effective for that following School Year.

Such dues shall be deducted in 18 substantially equal installments from my bi-weekly paychecks, beginning with my paycheck for the second pay period in October.

I hereby waive any right and claim I may have for said money so deducted and transmitted to the Association in accordance with this authorization and the terms of the Collective Bargaining Agreement, and release and discharge the District, its officers, directors, and employees from any and all liability to me therefore.

Name: _____

Date: _____

Signature: _____

Witness: _____

APPENDIX L
AGREEMENT and AUTHORIZATION
For Prepayment of Course Expenses Under § 7.7

Date of Application: _____

Teacher's Name: _____

School: _____ Date: _____ Position: _____

Name of Course to be Taken: _____

Sponsoring Institution: _____

Course Beginning Date: _____

Prepayment Amount Requested: _____

Ending Date: _____

I understand and acknowledge that, if this application for prepayment of tuition expense pursuant to §7.7 of the Collective Bargaining Agreement is approved:

- ❖ I must complete the course described above;
- ❖ I must obtain a grade B or better; or pass a pass/fail course and;
- ❖ I must provide proof of completion and of such grade within 30 days of the Ending Date set forth above, or such later date as may be established by the Superintendent.
- ❖

If I fail to meet any of the foregoing requirements, I shall repay to the District, in accordance with a schedule to be established by the Superintendent in their sole discretion (and which may require one lump sum repayment), the full amount advanced. Further, if I fail to repay in accordance with such schedule, I agree that any amount still owing by me under this Agreement, and as a result of any default by me in payment under such schedule, may be deducted from any sums that may be due to me by the District, whether in the form of salary or otherwise, in one lump sum payment or otherwise, in accordance with a schedule for such deduction(s) as may be established by the Superintendent, in their sole discretion.

Signature

Printed Name

Amount Approved: _____

Superintendent's Approval

Date Approved