

THE CONTRACT AGREEMENT BETWEEN THE  
NORTHFIELD, ROXBURY AND WSSU TEACHERS' UNITS OF THE  
WASHINGTON SOUTH EDUCATION ASSOCIATION  
AND THE  
NORTHFIELD, ROXBURY AND WASHINGTON SOUTH SUPERVISORY UNION  
BOARDS OF SCHOOL DIRECTORS

~~July 1, 2016- June 30, 2017~~  
July 1, 2017- June 30, 2020

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BOARD OF SCHOOL DIRECTORS**

**ACKNOWLEDGMENT OF ARBITRATION**

The Board and the Association understand that this agreement contains an agreement to arbitrate. After signing this agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the Board and the Association agree to submit any such dispute to an impartial arbitrator.

**PREAMBLE**

The Parties enter into this Agreement in order to effect the provisions of VSA Title 16, Chapter 57 of the Vermont Statutes Annotated, to encourage and increase effective and harmonious working relationships between the Northfield, Roxbury and the Washington South Supervisory Union ("WSSU") Boards of School Directors (hereinafter referred to individually or collectively as the "Board" or "Boards") and its professional employees represented by the Washington South Education Association (WSEA), affiliated with the Vermont-NEA/NEA (hereinafter referred to as the "Association") and to enable the professional employees more fully to participate in and contribute to the development of policies dealing with salaries, related economic conditions of employment, procedures for processing complaints and grievances relating to employment, and any mutually agreed upon matters not in conflict with the statutes and laws of the State of Vermont, so that the cause of public education may best be served in the Northfield Town School District and the Roxbury Town School District and the Washington South Supervisory Union.

If any portion of this Agreement or any application thereof is held to be contrary to existing state or federal laws by an appropriate court, then such provision or application will not be deemed valid or subsisting except to the extent permitted by law; but all other provisions and applications will continue in full force and effect. If any such provision is held contrary to law, that provision will be negotiated in the succeeding contract.

The Association and the Boards subscribe to the principle that differences between them should be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there will be no work stoppage, or other concerted refusal to perform work by the teachers covered by this Agreement nor any instigation thereof during the life of this Agreement.

The Association and the Boards further agree to abide by all relevant state and federal laws.

## **ARTICLE I RECOGNITION**

1.1 The Boards recognize the Association for the purpose of collective negotiations, pursuant to VSA Title 16, Chapter 57 of the Vermont Statutes Annotated, as the exclusive representative of a unit consisting of all professional personnel of the Northfield and Roxbury Town School Districts and the Washington South Supervisory Union licensed as teachers by the State of Vermont, and under contract as teachers, excluding administrative personnel as defined by VSA Title 16, Chapter 57.

1.2 Unless otherwise indicated, the persons in the above unit will be referred to as “teachers” or “employees”, or “members of the bargaining unit”.

## **ARTICLE II RIGHTS OF THE ASSOCIATION**

2.1 The Association or its representatives shall have the right to use such facilities and equipment as are normally located for employee use within the school, as well as school audio-visual equipment, at reasonable times and upon appropriate request to the Principal, provided that such use does not interfere with the teaching of pupils or interrupt normal school operations. Any cost for repair or replacement as the result of such use of the equipment will be borne by the Association.

2.2 The Association or its representatives shall be permitted to transact official business or conduct Association meetings on school property at reasonable times, provided that this shall not interfere during school hours with the teaching of pupils or assigned duties, or interrupt normal school operations.

2.3 The Association or its representatives shall have the right to use the staff rooms and areas as well as all intra-district computer systems for the posting of notices of its activities and matters of Association concern.

2.4 The Association or its representatives may use the school mailboxes for communications with employees.

2.5 The Association shall be granted time at the end of each elementary, middle, high school and district meeting. The Association may decline to use such time.

2.6 The Board recognizes that the Association is authorized by statute to establish an Agency Fee which shall apply to teachers who are not members of the Association, but for whom the Association is the exclusive bargaining agent. This collective bargaining service fee will be

determined by the WSEA and will not exceed 85 percent of the amount payable as dues by members of the WSEA. The service fee shall be used to defray the cost of representing the employee.

2.7 A representative of the Association will have standing to address the Board at any public meeting regardless of the representative's town of residence.

**2.8** By November 1 of each school year the Superintendent or designee shall provide to the Association a list of all employees in the bargaining unit. When a new employee is hired, the Superintendent or designee **shall email the president(s) and the treasurer of the WSEA a notice that a hire has been made within one business day and** will provide that new employee's name, **position, and placement on the salary scale** to the Association in writing within thirty (30) days of the date of hire.

### ARTICLE III RIGHTS OF THE BOARD

3.1 It is recognized that the Boards are vested with the responsibility for the management and operation of their school districts and the WSSU by the laws of the State of Vermont and regulations of the State Board of Education. Except as modified by express language in this Agreement, the Boards retain all rights and powers they have or may hereafter be granted by law, to manage and direct the operation of the school districts and the WSSU, including, but not limited to, the right to hire, discipline, transfer and promote as long as such action is not in violation of any provision in this Agreement.

3.2 The Board will amend its written policies and take such action as may be necessary in order to give full force and effect to the provisions of this Agreement.

3.3 Before amending its Personnel Policies the Board, through the administration, shall notify the WSEA Executive Board. Every staff member will be notified via email or teachers' school mailboxes of Personnel Policy changes prior to the effective date.

3.4 If a new teaching position is authorized or a vacancy otherwise occurs within sixty (60) calendar days immediately prior to the start of the school year, or after a school year has commenced, the Board may choose to fill the new or vacant teaching position with a licensed professional hired on a one-year, non-renewable contract. A non-renewable contract of up to one (1) year may be offered to a teacher who is hired to replace a teacher who has been granted a leave of absence by the Board.

3.5 If the teacher originally hired under a non-renewable contract is to be employed for a second consecutive year in the District he/she may be offered either a probationary or

regular contract at the discretion of the Superintendent. A teacher initially employed under a non-renewable contract who is hired to fill a regular teaching position with either a probationary or regular teaching contract, without a break in continuous service, shall be credited with seniority from the teacher's date of hire under the non-renewable contract.

#### **ARTICLE IV GENERAL**

- 4.1 This Agreement will be posted on the WSSU website in a secure searchable format. Each newly hired teacher will receive a hard copy of this agreement.
- 4.2 Any notice to be given by one party to the other under this Agreement will be hand-delivered.
- 4.3 A signed receipt will be provided by the designated person receiving the notice. The receipt will include the date and time of delivery and the signature of the person receiving said notice.
- 4.4 If given by the Board, said notice will be delivered to the President, Vice-President, or Secretary of the Washington South Education Association. Only the Superintendent, Board Chairperson, Chairperson of the Board Negotiating Committee, or a designee may present said notice.
- 4.5 If given by the Washington South Education Association, said notice will be delivered to either the Superintendent, Board Chairperson, Chairperson of the Board Negotiating Committee, or a designee. Only the identified members of the Executive Board of the Washington South Education Association may present such notice.
- 4.6 **FACULTY AND STAFF HANDBOOK:**

The administration will give all staff the opportunity to provide feedback prior to the end of the current school year for the faculty and staff handbooks to be used in the subsequent school year. The final version of the faculty and staff handbook will be posted on the WSSU website in a searchable PDF format. A printed copy will be given to all newly hired teachers.

4.7 **JOB POSTINGS:**

Employees will be informed of all job openings within the bargaining unit, either through the creation of a new position or a vacancy in an existing position which a Board intends to fill. The vacancy will be posted in each school building of the Washington South Supervisory Union.

Members of the bargaining unit who apply for said openings will be considered for voluntary transfer into said position, along with the application of any other individual who applies for

said position.

**4.8 NON-DISCRIMINATION:**

Neither the Boards nor the Association shall interfere with, restrain, coerce or discriminate in any way against or in favor of any employee engaged in activities protected by Title 21 V.S.A., Chapter 22. Further, the Boards and the Association agree that there will be no illegal discrimination in the application of the Agreement on the basis of race, color, religion, national origin, age, gender, sexual orientation, gender identity, ancestry, place of birth, marital status, or any qualified person with a disability.

**ARTICLE V  
NEGOTIATIONS**

- 5.1 Not later than October 15<sup>th</sup> of the school year in which this Agreement expires, the Boards agree to enter into negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement pursuant to VSA Title 16, Chapter 57.
- 5.2 When available, prior to and during negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants or may call upon professional and lay representatives to assist in negotiations.
- 5.3 The Boards agree not to negotiate or otherwise deal with any teachers' organization other than the Association identified in Article I.
- 5.4 If, after negotiations have taken place on all matters properly before them, the Boards and the Association are unable to reach agreement on specific items, they shall resolve the existing impasse in accordance with VSA Title 16, Chapter 57.
- 5.5 Changes to this agreement agreed to by the parties will be reduced to writing and submitted to ratification by the Boards and the Association.
- 5.6 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matters whether or not covered by this Agreement. However, by mutual written agreement of both parties, negotiations may be reopened on any specific section of this Agreement.

**ARTICLE VI  
RIGHTS OF THE TEACHER**

- 6.1 No teacher who has successfully completed his/her probationary period will fail to have

his/her contract renewed, be disciplined or reprimanded, suspended or dismissed, or receive an adverse evaluation without just cause.

Teachers, new to the District, shall serve a probationary period of two (2) years. A teacher new to the District, when offered a contract, shall be notified of the terms of probation and that these are the terms contained in this contract. If during the probationary period a teacher's employment is not renewed by the Board, such action by the Board shall not be made the subject of a grievance under this Agreement, so long as the new teacher evaluation process has been followed properly. A probationary teacher may appeal any such Board action pursuant to Title 16, VSA Subsection 1752.

- 6.2 The Boards agree that each employee shall have the right to or not to join, assist, or participate in any employee's organization of his/her choosing. It is further agreed that neither the Boards nor any employee of the Boards serving in any capacity, nor any other person or organization, shall interfere with, restrain, coerce, or discriminate in any way against or for any employee engaged in activities protected by VSA Title 16, Chapter 57 with respect to salary, economic conditions of employment, or professional employment by reason of his/her membership or non-membership in the Association and its affiliates, nor for participation in any of the lawful activities of the Association.
- 6.3 When authorized in writing by an employee the Boards shall cause professional dues to be withheld on a regular basis. Once submitted, such authorization shall remain operative until rescinded in writing by the teacher.
  - 6.3.1 When authorized in writing by a teacher the Board shall cause agency fees, not to exceed 85% of the cost of professional dues, to be withheld on a regular basis from the salary of teachers who have not elected to be members of the Association. Once submitted, such authorization shall remain operative until rescinded in writing by the teacher.
- 6.4 When authorized by a teacher, the Boards agree to administer payroll deductions for the District's 403B Programs offered by the Boards, S.95 Employee Savings Plan and direct deposit options.
- 6.5 Covert methods will not be used for formal or informal observation of teaching performance.
- 6.6 An employee may submit relevant information to the Superintendent for inclusion in the teacher's personnel file. The Superintendent will inform the employee in the event the material submitted is not placed in the employee's file, and will provide the reasons therefore.
- 6.7 No material derogatory to an employee's conduct, services, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The employee will acknowledge that he/she has had a chance to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee

will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent or his/her designee and attached to the file copy.

- 6.8 Any complaint regarding an employee's performance or conduct which is made to any member of the administration by any parent, student or other person and which is used in any manner in evaluating or disciplining an employee and/or which is placed in his/her personnel file will be promptly investigated and called to the attention of the employee prior to any disciplinary action(s) being taken by the administration and/or the Boards. The employee will be given an opportunity to respond to and/or rebut such complaint, and shall be afforded due process. In the event that a charge brought against an employee requires the Superintendent or designee to conduct an investigation the employee may be placed on paid administrative leave.
- 6.9 Whenever an employee is required to appear before the Superintendent, a Board, or any committee or member thereof, or the principal or his/her designee, with respect to a formal accusation or a written formal complaint concerning his/her competency or his/her position of employment, s/he shall be entitled to have legal counsel and/or representation from the Association to represent him/her during such appearance.
- 6.10 A teacher's performance in his/her contracted teaching assignment will not be evaluated on the basis of his/her work in a co-curricular assignment.

**6.11** Teachers shall be notified of their contract and salary status for the ensuing year no later than April 10<sup>th</sup>. Signed contracts must be returned to the Superintendent's office within thirty days of receipt of notification. If requested in writing by a teacher prior to the May 10<sup>th</sup> deadline **then the Superintendent will follow an agreed upon procedure to approve the extension of the contract return date for that teacher.**

**If the issuance of contracts is delayed because of unfinished negotiations, then the Board considers the signing a letter of intent as having the same commitment as signing a contract until the contracts are issued. After the issuance of the contracts, employees will have 30 days to return the signed contract; during the period between the issuance and the return of the contract, employees may pursue other employment. If requested in writing by a teacher prior to the 30-day deadline, then the Superintendent will follow an agreed upon procedure to approve the extension of the contract return date for that teacher.**

6.12 Any employee may refuse to use his or her personal vehicle for transporting people without

prejudice, unless such transportation is a condition of employment.

## ARTICLE VII TEACHER EVALUATION

- 7.1 Supervision and evaluation is linked to a continuous process of school improvement efforts to maintain a highly-qualified and competent Faculty and Staff by promoting the professional growth and development of all members of the school community. The purpose of the supervision and evaluation process is to improve teacher effectiveness using a professional framework in which the employee and the evaluator work cooperatively.
- 7.2 All teachers will receive an evaluation according to the Washington South Supervisory Union model.
- 7.3 Amendments to the current WSSU evaluation instrument will be subject to review and recommendations by a committee appointed by the ~~Association and the Superintendent~~. **The association will be informed of the creation and composition of such committee.** The Superintendent will consider all recommendations of the committee before adopting any changes.
- 7.4 All teachers will receive written documentation of any class visit which results in written feedback, or any evaluation report, within ten (10) school days from the date of the observation or evaluation. Teachers will receive their summative evaluation reports prior to the conclusion of the school year.
- 7.5 Teachers in an initial probationary period will receive two (2) written evaluations during each probationary year of employment.
- 7.6 No written evaluation shall be placed in the teacher's personnel file, or otherwise acted upon without the opportunity for a conference between the administrator and the teacher. No teacher will be required to sign a blank or incomplete evaluation form.
- 7.7 Any teacher whose performance is considered unsatisfactory will be alerted through conferences and in writing by the school administration as soon as possible, and no later than January 15<sup>th</sup>. Such written notice will identify the specific problem area(s) still in need of improvement and the teacher will be given assistance by an administrator. In all cases, the teacher will be given forty (40) school days to remediate the stated problem area(s). A final decision will be rendered no later than March 30<sup>th</sup> on whether or not the teacher will receive a contract for the succeeding school year.
- 7.8 Teacher performance will not be evaluated solely on the basis of student performance on the State Assessments and/or standardized test(s), administered to the students en masse.

The Parties agree that consistent with the current teacher evaluation model or other models which may be adopted in the future, such test scores and assessments, as well as the result of local assessments, may be an indication that additional evaluation of a teacher is appropriate. Multiple indicators of student growth and learning will be used to validate judgments about practice made by administrators through observations of practice and examination of artifacts, as described in the evaluation model.

- 7.9 The Superintendent shall have sole discretion and authority to design and implement a mentoring program, as outlined in the Vermont Quality School Standards or other applicable Vermont laws or regulations, and to determine the compensation for persons serving as mentors. Participation as a mentor shall be by mutual agreement between the mentor teacher and the Superintendent.
- 7.10 Grounds and Procedures for non-renewal, suspension and dismissal of a teacher shall be consistent with the provisions of VSA Title 16, Chapter 53, Section 1752.
- 7.11 All monitoring or observation of work performance of an employee for purposes of a formal evaluation will be conducted openly and with full knowledge of the employee.

## ARTICLE VIII SCHOOL YEAR

**8.1** The ~~statewide calendar~~ for the next school year ~~or regional calendar adjustment approved by superintendents of sending and receiving schools of the Randolph Technical Career Center~~ will be posted on the WSSU website **before issuing contracts for the following school year.** ~~following approval by the State Board of Education~~ (16 VSA Section 1071).

8.2 The work year for teachers shall be one hundred eighty five (185) days. At least one hundred seventy-five of the work days shall be student contact days. Any work days not utilized as student contact days shall be available for in-service or other professional level activities as deemed appropriate by the Superintendent.

8.3 With the exception of New Teacher Orientation, teachers shall not be required to work prior to one week before Labor Day. ~~No~~ no teacher in-service shall be scheduled more than ~~three (3) week days prior to the first student day or more than three (3) week days after~~ the last student day.

8.4 In-service programs will be planned in advance by the Administration. The Parties agree that with the exception of the day before Town Meeting Day, such days are not to be scheduled during those student vacation days which occur in December, February, and April, or during the summer months.

**ARTICLE IX  
TEACHING HOURS AND ASSIGNMENTS FOR TEACHERS**

- 9.1 The terms “instructional day” and “student day” is are defined as that portion of the school day when students are required to be in attendance. The length of the instructional day will be determined by the administration with the approval of the Board. Except as modified by other provisions of this contract, the work day for a full-time teacher shall be defined as seven (7) hours and thirty (30) minutes which shall be scheduled consecutively each day.

However, in a given temporary emergency situation (e.g. fire, bomb scare, or catastrophe) a teacher may be requested or required to extend his/her work day beyond the terms of this article in order to attend to student needs.

- 9.2 The Board acknowledges that teachers are professional employees who are committed to excellence and the best possible outcomes for students. Teachers will meet their professional obligations, including but not limited to instructional, planning, preparation, meetings and other professional obligations to their students, colleagues, and the school community.

- 9.3 Notwithstanding the provisions of Section 9.1, full-time (1.0 FTE) teachers will be required to be in attendance for not more than eight and one-half (8.5) hours one day each week, with remaining days in the week requiring teachers to be in attendance for no more than seven and one-half (7.5) hours daily. The purpose being to use this time for professional faculty meeting time during which there shall be collective professional development and educational collaboration of the staff. The specific day will be determined and advance notice of such given by the administration. It shall then be altered only by mutual agreement of the affected teachers and the administration no less than one week prior to the scheduled day. The work for this time will be planned by the administration in consultation with the faculty. Meetings that have been cancelled by the administration for any reason will not be rescheduled in such a way that two such meetings are held in a given week. Any teacher who is expected to attend one of these meetings, but is otherwise unable to do so, must complete a Leave Request Form to request advanced approval from the supervising administrator. By mutual agreement of those present, a faculty meeting may be extended.

- 9.4 Coaches and student club advisors will not schedule practices or club meetings which interfere with faculty or other professional meetings scheduled within the teacher workday. In an exceptional case the Principal may, in his/her sole discretion, excuse a teacher from a meeting. Coaches and club advisors who are not in control of their competition schedules shall be excused from faculty/professional meetings that conflict with a scheduled competition.

- 9.5.a **Elementary school teachers** Each teacher will be scheduled consistent preparation/planning periods. The preparation/planning time for teachers shall be 400 minutes per five day work week. At least forty (40) minutes of preparation/planning time

will be scheduled daily during the ~~regular student~~ **instructional** day. Teachers may also be assigned duties before, during and/or after the students' instructional day. **No period of time less than 40 minutes will be considered preparation time.**

**9.5.b Given an 8 period school day each teacher in the middle/high school shall have his/her preparation time scheduled each day during the instructional day. The total preparation time shall be ninety (90) minutes scheduled in such a way that each block of preparation time is at least forty (40) minutes long. Each preparation period shall consist of continuous minutes. Nothing shall be scheduled during the preparation time which might interfere with a teacher's preparation.**

9.6 Unless mutually agreed upon with the teacher, nothing shall be scheduled during the planned/scheduled preparation time which might interfere with a teacher's preparation.

9.7 "A teacher's preparation time" is defined as a teacher's time to prepare his/her classroom, the class lesson, collaborate with other teachers and to do directly related follow-up activities, such as grading, corrections, classroom configuration, etc.

9.8 Each teacher shall have one (1) duty-free lunch period daily. A teacher's lunch period shall be equal in time to a pupil's lunch period. No other obligations will be expected of the teacher during this time unless an emergency situation arises.

**9.XX No teacher in the middle high school shall be scheduled for more than five (5) instructional periods daily.**

**9.9** No teacher shall receive more duty time than ~~the equivalent time for preparation periods~~ **thirty (30) minutes** daily. Teachers will be expected to work with students or perform equivalent professional assignments during the remainder of each school day. Duty assignments will be made by the school administration as equitably as possible. In case of need, a teaching period may be requested of a teacher in lieu of all other duties.

## ARTICLE X CONDITIONS OF EMPLOYMENT

10.1 It is the intent of the Board to minimize assignment of teachers as substitutes for absent

employees.

- 10.2 In the case when a substitute teacher cannot be obtained and all other reasonable alternatives have been exhausted, a teacher may be requested to substitute for an absent teacher. A teacher may refuse such an assignment without prejudice if the assignment would negatively impact instruction or professional responsibilities of that teacher during the day of the substitution or the next instructional day. In the event a teacher substitutes during his/her preparation period, s/he will not be evaluated on his /her performance during the day of the substitution or the next instructional day.

## ARTICLE XI SALARIES

The salary schedule for each teacher covered by this Agreement is set forth in the following appendices which are attached hereto and made a part hereof.

### 11.1 **Placement on Salary Guide -**

The Superintendent shall place a newly hired teacher on the appropriate step and column of the salary schedule based on the education and experience of the teacher.

Teachers with working experience other than teaching but considered related to their preparation for teaching, may be given additional credit on the salary schedule for this experience at the rate of one year of teaching experience for every two years of acceptable work experience. The evaluation of related work experience shall be the responsibility of the Superintendent and must be determined at the time of a teacher's initial employment in one of the school districts covered by this Agreement and at no other time.

Any teacher inducted into the military service while employed by one of the school districts covered by this Agreement will be guaranteed his/her position upon his/her return to employment following the end of his/her military obligation. His/her placement on the salary guide will be advanced by the number of years he/she was absent for service in the military.

### 11.2 **Salary Adjustment -**

Without exception, any employee anticipating a change in his/her column on the salary schedule for the next school year will notify the Superintendent in writing on or before November 1<sup>st</sup> of the current school year on a form provided by the Administration. The Administration will remind teachers of the deadline, in writing, on or before October 1<sup>st</sup> of each school year. Any adjustment in an employee's annual contract salary required because of a change in the number of years of training or experience shall be made at the time contracts are normally issued or before August 31<sup>st</sup> where summer course work is involved, and at no other time during the year.

With the prior approval of the Superintendent graduate level credits shall be used to move across the teacher's salary schedule. With the prior approval of the Superintendent undergraduate level credits may be used to move across the teacher's salary schedule.

### 11.3 Remaining Salary Distribution through the summer

A teacher may request that he/she receives his/her remaining salary distribution in the last paycheck of the school year by submitting a letter of his/her intent to the Superintendent no later than May 1<sup>st</sup>.

### 11.4 Travel Reimbursement

Employees who are required as a condition of their employment, or who are requested by the Superintendent to use their automobiles in the performance of their responsibilities, shall be reimbursed for all such travel at the current IRS rate per mile.

### 11.5 Co-Curricular Activities and Extra-Curricular Activities

11.5.1 All participation in co-curricular and extra-curricular activities shall be voluntary. Teachers employed within the WSSU or its member school districts will be notified of vacancies in extra-curricular positions. The Superintendent will recommend to the Board for approval the establishment of co-curricular and extra-curricular activity and agree on appropriate compensation, considering such factors as the length of the season, the number of students participating and the responsibilities associated with the activity.

11.5.2 Academic leadership positions will be compensated as follows: ~~in accordance with the following schedule:~~

- ~~• MS/HS Department Chair/Coordinator and Elementary Facilitators: 2.6% of current BA base salary~~
- ~~• Junior or Senior Class Advisor: 4% of current BA base salary~~

MS/HS Department Chair/Coordinator, Elementary Facilitators, Junior Class Advisor, and Senior Class Advisor: 4% of current BA base salary

### 11.6 Per Diem Pay for Non-Contractual School Work

A teacher shall receive pay at a per diem rate (1/185 of the teacher's contracted salary) for his/her participation in work which is required by the administration and is done outside of the 185 day work year. The per diem payment shall be pro-rated based on a 7.5 hour work day.

This excludes any coursework, workshops, or any other training which qualifies for reimbursement under the provisions of this Agreement. Also excluded from such payments is time related to the performance of a teacher's professional responsibilities and attendance at faculty meetings as provided in Article IX.

Nothing herein will be interpreted to prevent the Administration from offering work opportunities outside the contracted work day at a rate determined by the administration. Teachers may accept this work on a voluntary basis.

Payment will occur in the first payroll period following performance of the work provided the teacher has filed the required documentation.

#### 11.7 **Part- Time Teacher Pro-Rata**

Part-time teachers shall be paid on a pro-rata basis.

## ARTICLE XII BENEFITS

**12.X The Boards will match employee contributions to a 403B plan on a one to one (1:1) basis up to 3% of the base salary for teachers. All employer contributions shall become immediately vested in full. If an employee should decease before retirement then the 403B plan for that employee will be passed to his or her heirs or estate.**

12.1 During the life of this Agreement the Board will make a good faith effort to maintain current status in VEHI. However, in the event that, during the life of this agreement, any or all of the group health plans specified herein become unavailable, or there is a change in benefits or health insurance plans due to health reform initiatives or mandates from either the federal or state (Vermont) government, the Parties agree to promptly reopen this Article of this Agreement and negotiate alternative group health insurance program(s) or such other methods of providing employees with health insurance coverage as may be available. If

such negotiations are not completed or are not expected to be completed prior to the date a current plan(s) is scheduled to end or change, the Board is authorized to select an interim group health plan or plans which are as comparable to the present Plan(s) as possible, and which shall remain in place until such time as the Parties have reached agreement and are able to implement newly negotiated plan(s).

12.2 **Through December 31, 2017:**

**A. NORTHFIELD Teacher's ONLY: Insurance**

The Board will provide the following full-year insurance benefits for each teacher as follows:

Each teacher eligible to participate in the group health insurance plan may elect single, two-person or family insurance Coverage from either the (a) VSBIT JY-B Plan, with managed mental health parity or (b) the VEHI Dual Option Plan. The Board's premium contributions and a teacher's premium contributions for coverage elected by full-time teachers under either plan shall be the following for the cost of single, two-person or family coverage under the VEHI Dual Option Plan:

~~01 July 2016 to 30 June 2017:~~

~~———— Board contributes eighty five percent (85%)~~

~~———— Teacher contributes fifteen percent (15%)~~

~~———— If a teacher's spouse is employed in the school district, only one of the employees will be eligible for insurance coverage and the other is eligible for coverage as a dependent. All unused premiums ("rebates") from VSBIT are retained by the district.~~

**B. ROXBURY Teacher's ONLY: Insurance**

The Board will provide the following full-year insurance benefits for each teacher as follows:

Each teacher eligible to participate in the group health insurance plan may elect single, two-person or family health coverage under the VEHI Dual Option Plan or successor plans. The Board and teacher yearly Plan premium contributions will be paid according to the following schedule for full-time teachers:

~~———— July 2016 to 30 June 2017:~~

~~Board 91%, Teachers 9%~~

The plan will be available to each eligible teacher for either single, two-person, or family coverage, except that where a teacher's spouse is employed in the school district and is also eligible for health insurance coverage, one of them shall be designated as the participant and the other shall receive benefits as a dependent.

**12.XX**

**Effective January 1, 2018:**

**The Board will provide the following full-year insurance benefits for each teacher as follows:**

**The Board will pay an amount toward premium that is equal to 90% of the premium for single, parent/child(ren), 2-person, or family coverage for the VEHI Gold CDHP Health Insurance plan or 90% of the premium of the plan chosen, whichever is less.**

**In addition, the Board shall provide each teacher/employee with an integrated Health Reimbursement Arrangement (HRA) that has a value which represents 93% of the out of pocket maximum of the VEHI Gold CDHP Health Insurance plan. This HRA will be used before any co-pay or co-insurance money is collected from the employee. All administrative costs for the integrated HRA shall be paid by the Board.**

- 12.3 The Board will pay one hundred percent (100%) of the premium cost for group term life insurance policy including AD&D in the amount of Fifteen thousand dollars (\$15,000) for each teacher. The Board reserves the right to negotiate with various insurance companies to obtain the most favorable rate structure for this group term life insurance.
- 12.4 The Board will pay one hundred percent (100%) of the premium cost of single coverage for a full-time teacher under the VEHI Delta Dental Program or successor plan. Plan 1, coverage A, B, and C.

An employee shall have the option to purchase two-person or family coverage under this plan, in accordance with the provisions of the carrier, at the teacher's expense, through payroll deduction.

12.5 Premium contributions for part-time teachers who are eligible to participate in the health or dental insurance plans offered hereunder will be pro-rated in relation to their FTE. group

12.6 The District maintains a Section 125 Plan for medical insurance premium contributions. All employee contributions to the cost of health insurance premiums will be deducted pre-tax from the teacher's compensation.

**12.7 Disability Group Insurance**

The District shall provide the VEHI/UNUM Group Long-Term Disability Insurance or successor plan for members of the bargaining unit and pay the premiums for said insurance. The policy purchased shall pay 66.67% of an employee's salary effective upon the ninetieth (90<sup>th</sup>) day of illness or disability as defined by the plan document. All determinations of eligibility for coverage are made by the insurance carrier.

**12.8 Professional Development**

To encourage professional growth, the Board will pay tuition costs in advance for approved graduate-level courses, subject to the following:

**Reimbursement for Approved Courses**

The Northfield and Roxbury Boards will pre-pay or reimburse a teacher an amount not to exceed the cost of six (6) graduate credit hours at the average of the current University of Vermont, ~~Norwich University, and Vermont state college~~ tuition rates, for a maximum of nine (9) credit hours, whichever is less, for any contract year and in no instance more than the actual cost involved for any approved course. The Superintendent at his/her discretion may approve undergraduate level courses for pre-payment or reimbursement.

Some exceptions to graduate level course reimbursement will be considered for licensed staff to maintain certification or license. Reimbursement may not exceed the highest tuition rate of the three named higher education institutions. A request for reimbursement supported by appropriate documentation must be filed by a teacher prior to June 30th of the school year in which the credit was taken.

Prior written approval of the Superintendent is required for reimbursement under the terms of this article.

A record of the course having been successfully completed with a grade average of "B" or "Pass" or above must be presented to the Superintendent prior to reimbursement.

Graduate level courses which are a part of an Individual Professional Development Plan (IPDP) or Individual Professional Learning Plan (IPLP) and which are designed to maintain a current Vermont Level I or Level II teaching license and address the School Districts' goals shall be approved by the Superintendent.

Advance disbursement to the college for approved coursework may be obtained by special written request to the Superintendent. It is understood that the District may not be able to provide advance disbursement for an approved course unless the request is submitted at least three (3) weeks prior to the start date of a course. The applicant must agree to sign a contract permitting the school district to withhold the cost of the course from the individual's salary if the course is not completed and verified according to the above stipulations. The teacher may choose to have such withholdings spread out over any number of paychecks up to twenty-six (26). If such a teacher leaves the district, any remaining withholdings shall be taken from the remainder of the person's paychecks.

#### 12.9 Reimbursement for Meetings, Workshops, or Conferences

The Superintendent may approve use of professional development money to attend a meeting, workshop, or conference which is documented to align with the:

School District's/Supervisory Union's Goals or Action Plan,  
the employee's IPDP (or other professional development plan), or  
Individual professional needs.

Pre-approved actual expenses in connection with attendance at an approved meeting, workshop, or conference will be reimbursed upon submission of a certificate of attendance, and appropriate supporting documentation in the form of original detailed receipts. All documentation must be received within 60 days of the event. Teachers will make a good faith effort to submit all documentation prior to June 30 of the year the expense was incurred.

### ARTICLE XIII LEAVES

#### 13.1 Sick Leave

Each employee shall receive up to fifteen (15) days of sick leave each school year. Sick leave may be used to cover the absence of an employee due to his/her sickness or disability. Up to 15 sick leave days per year may be used for the sickness or disability of a member of the employee's immediate family (spouse, child, civil union (CU) partner, parent, sibling, father or mother (or CU) in-law, or any person domiciled with the employee for whom the employee is responsible.

Unused sick leave may be accumulated to a maximum of ninety (90) days.

Each employee shall be notified annually of his or her available number of sick leave days.

All leave days are paid unless otherwise stated and shall be pro-rated for part-time staff.

### 13.2 FMLA

All teachers who apply for and meet the eligibility requirements shall receive the benefits granted under the Federal FAMILY AND MEDICAL LEAVE ACT and Vermont PARENTAL AND FAMILY LEAVE ACT.

### 13.3 Disability Leave

In the event that a teacher has exhausted all his or her sick leave days and donated sick leave days (see Article 13.5) prior to being eligible for long-term disability insurance, and the teacher has a qualifying medical condition, the Board may, upon request of a teacher, grant the teacher unpaid leave days necessary for the teacher to satisfy the LTD policy's elimination period.

### 13.4 Workers' Compensation Option

An employee who is absent because of a work-connected disease or injury may elect either of the following options by advising the Superintendent in writing within a reasonable time:

- **Option 1:** Utilize the number of sick leave days he/she has accumulated and assign his/her Workers' Compensation checks to the school district, or,
- **Option 2:** Accept his/her checks from Workers' Compensation insurance for the period of time eligible and not use his/her accumulated sick leave.

In no case will an employee be eligible to receive his/her salary in addition to receiving Workers' Compensation benefits.

### 13.5 Donation of Sick Leave Days for Illness

Any teacher may donate accrued sick leave days for the benefit of any other teacher who has exhausted all his/her accrued paid leave and who is unable to work due to a serious medical condition. Any teacher either donating or receiving sick leave days under this provision must initiate this process, in writing, to the Superintendent according to the following provisions:

- No person may receive more than thirty (30) additional sick leave days per school year.
- The recipient must have exhausted all accrued paid leave days.

- A teacher may not receive donated sick leave days unless the teacher's continued absence is due to a serious medical condition.
- The recipient must provide a doctor's certification of medical necessity. At the option of the Board a second opinion may be required.
- There shall be no donation of additional sick leave days for elective medical procedures.
- In the case of parental leave, a teacher who has fewer than 30 accrued sick leave days may receive enough donated sick leave to cover the first 6 weeks of FMLA.
- The donor may not deplete his/her leave days below ten (10) days.
- A teacher receiving or eligible to receive benefits under the long-term disability program is not eligible to receive donated days.

### **13.6 Bereavement Leave**

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

### **13.7 Personal Leave**

Each employee shall receive up to three (3) days per year without loss of pay for leaves for personal, legal, business, religious, household or family matters under the following provisions:

- a. Prior notice shall be given at least twenty-four (24) hours in advance to the Principal, except in the case of emergency, in which case notice will be given as soon as possible.
- b. Such leave shall be taken only for matters which cannot reasonably be accomplished outside of the normal work day.
- c. Personal leave days are not available for the sole purpose of vacation. Personal leave will be in addition to any other leave provided in this Article, and will not be granted for the purpose of extending a vacation or accommodating travel plans. An employee may

be requested to provide information on the reason for a personal day requested for the workday immediately before or after a school vacation.

Notwithstanding any other provision of this section, unused personal leave days will be carried over and added to the teacher's personal leave for use in future school years. A teacher can never accumulate more than five (5) personal leave days at any point in time. (Example: teacher does not use any personal leave in year 1; teacher may carry over two (2) of the unused days for use in a future school year).

### **13.XX Emergency Leave**

**Faculty members are allowed to use a maximum of five (5) days of their sick leave for emergency situations other than illness.**

### **13.8 Professional Visitations**

Teachers will be encouraged to engage in professional activities such as attending conferences, visiting other schools, or in other activities which would contribute to their professional growth and the subsequent improvement of the school system. Requests for a professional visitation day or days shall be made to the Principal in writing at least one week prior to the visiting day.

### **13.9 Jury Duty**

Employees called to Jury Duty will be paid their daily pay for the length of service required by the judiciary. All monies from the court are turned over to the Board.

### **13.10 Sabbatical Leave**

Requests for sabbatical leave for full-time professional employees (teachers or administrators) who have been employed in one of the school districts covered by this Agreement for seven (7) consecutive contract years will be considered by the particular Board.

A sabbatical leave may be considered for a teacher to engage in professional growth activity approved by the Superintendent.

A one-semester or half-year with full pay sabbatical leave arrangement may be approved by the Board, or half salary for a full year may be considered.

A written request describing the nature of the sabbatical leave and how it is related to the district's goals must be submitted to the Superintendent by November 30<sup>th</sup> of the school year preceding the leave.

### 13.11 Leave of Absence

The Superintendent, with the approval of the Board, may grant a leave of absence to district personnel without pay for professional study, military service, in conformance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) pregnancy, family matters involving a spouse, civil union partner, domestic partner, child, parent or grandparent, or a prolonged illness.

This approved leave of absence may run concurrently with FMLA or VPFLA. However, if an unpaid leave of absence is not covered by FMLA or VPFLA, the teacher will be responsible to pay the full cost of all benefits that the teacher wishes to continue while on leave. An application for leave of absence must be submitted in writing to the Superintendent at least thirty (30) days prior to the beginning of the anticipated absence. The Superintendent may waive the requirement for a thirty (30) day notification.

## ARTICLE XIV GRIEVANCE PROCEDURE

14.1 **Definitions** - A “grievance” is a claim by an employee or the Association that there has been a violation of the express written terms of this Agreement. Under no circumstances shall any matter which is not a part of this Agreement be subject to arbitration. Under no circumstances shall any matter which is not a part of this contract or not a part of written Board Policies be considered a valid cause of grievance. A grievant shall be the person(s) or the Association instituting a grievance at its initial Stage or step under the provisions of this Article.

14.2 **Time Limits** - For the purpose of this Article the term “days” means scheduled student days, except that when a grievance is submitted on or after June 1<sup>st</sup> and prior to the first scheduled student day of the next school year the term “days” means week days (M-F) excluding legal holidays as defined in 1 VSA Chapter 7. If the grievant, or the person to whom the grievance has been submitted, is certified by a doctor to be physically or mentally incapacitated, the time limits will be so adjusted by the number of days that the grievant or the person to whom the grievance has been submitted is incapacitated. No grievance shall be given consideration unless it is filed at Step 1 of this procedure within fifteen (15) days of knowledge by the Grievant of the occurrence which gave rise to the grievance.

Time periods specified in this Article may be extended by mutual agreement, in writing, between the grievant and the Principal/Supervisor or Superintendent.

14.3 **Right to Representation** - The grievant shall, at all steps in the grievance procedure herein provided for, be entitled to be represented by a representative(s) of the Association or by such other representative(s) as he/she may choose, or to appear with the assistance of such representative(s), except that at no time shall the grievant be represented by an administrative official of the school district.

- 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 at any step of the grievance procedure. A grievance may be withdrawn at any level without establishing precedent.
- 14.5 **Procedural Requirements** - No grievance shall be entertained except in accordance with the procedures specified in this contract. Failure by the grievant to adhere to these procedures within the specified time periods shall render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time periods shall automatically move the grievance to the next step in the procedure. Any grievance shall be submitted in writing, shall include a statement of the problem being grieved, shall refer to the specific sections of the contract or Board Policies being grieved, and specify the remedy sought.

Informal attempts shall be made prior to filing a formal grievance at Step 1.

Nothing contained within this grievance procedure shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with his/her supervisor before filing the matter as a formal grievance, and having the dispute adjusted without intervention of the Association, provided such adjustment is not inconsistent with the terms of this contract. Should such informal process fail to resolve the grievance, then a formal filing of the grievance shall be made in accordance with the following procedure:

**Step 1** - The grievant shall forward a written copy of the grievance to the Principal/Supervisor. A copy thereof shall, at the same time, be filed with the Superintendent and the Association. The Principal/Supervisor shall arrange for a meeting with the grievant and his/her representative(s) to take place within five (5) days of his/her receipt of the grievance.

The Principal/Supervisor/superintendent shall, within ten (10) days following the meeting, give his/her written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reason(s) upon which the decision was based.

**Step 2** - If the grievance is not resolved at Step 1 within ten (10) days of the meeting, the grievant may forward a written copy of the grievance to the Superintendent indicating the specific problem being grieved and stating the redress sought. A copy thereof shall, at the same time, be filed with the Association. The Superintendent shall arrange for a meeting with the grievant and/or his/her representative(s) to take place within ten (10) days of the Superintendent's receipt of the appeal.

Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop factors pertinent to the grievance.

The Superintendent shall, within ten (10) days following this hearing, give his/her written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reason(s) upon which the decision was based.

**Step 3** - If the grievance is not resolved at Step 2, the grievant may, within ten (10) days of the receipt of the Superintendent's written response, or within ten (10) days of the date that the Step 2 response was due, forward the grievance in writing to the Chairperson of the Board, together with written reason(s) for the dissatisfaction with the decision of the Superintendent and stating the redress sought.

The Chairperson of the Board shall arrange for a meeting with the grievant and the other members of the Board to take place within fifteen (15) days of the Chairperson of the Board's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

The Board shall, within ten (10) days of this hearing, give its written decision, copies of which shall be given to the grievant and the Association. Such written answers shall include the reason(s) upon which the decision is based.

**Step 4** - If the grievance is not resolved at Step 3, the Association may within twenty (20) days of the receipt of the Board's decision, or within twenty (20) of the date that the Step 3 response was due, demand final and binding arbitration on the matter. Such demand shall be in writing, and shall be hand delivered or delivered by certified mail to the Superintendent. An arbitrator shall be determined by mutual agreement between the Board or its designated representative, and the Association, or its designated representative.

#### **14.6 Procedural Requirements for Arbitration**

- 14.6.1 Should the parties be unable to agree upon an arbitrator, such grievance may be referred to the American Arbitration Association (AAA) under its voluntary labor arbitration rules within fifteen (15) days after the demand for arbitration is made.
- 14.6.2 The expense for the arbitrator's services shall be borne equally by the Board and the Association. However, each party shall be responsible for compensating its own representatives and witnesses.
- 14.6.3 If either party desires a verbatim record of the proceedings it may cause such a record to be made, provided, however, that it pays for such record. Should both parties desire a transcript then the cost of the two transcripts will be divided equally between the parties.

If either party desires a transcript of the arbitration then that party shall bear the full cost of said transcript, including the cost of providing a copy to the other party.

- 14.6.4 The arbitrator's authority shall be limited to interpreting and applying the provisions of this agreement and he/she shall have no power to add or subtract from, alter or modify any of the said provisions. However, the arbitrator shall be empowered to include in any award such financial reimbursement or other remedies he/she shall judge to be proper.

- 14.6.5 The decision of the arbitrator shall be final and binding upon the parties and shall not be subject to appeal.
- 14.6.6 A grievance may be withdrawn or settled at any level prior to an arbitration award without establishing precedent.
- 14.6.7 In accordance with 12 V.S.A. § 5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Article.

#### **14.7 General**

- 14.7.1 The Board acknowledges the right of the association's grievance representative to participate in the grievance process at any level.
- 14.7.2 No reprisal of any kind will be taken by the Board, the Association, or the school administration against any employee because of his/her participation in the grievance procedure.
- 14.7.3 The parties to this Agreement will cooperate in the investigation of any grievance and either party will provide to the other such information reasonably available to it as is reasonably requested for the processing of any grievance. The presentation or hearing of a grievance at any level shall not be scheduled during the regularly scheduled work day of the grievant unless approved by the Superintendent.
- 14.7.4 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 14.7.5 Under no circumstances shall students who are minors be involved in the hearing, or resolution, of a grievance unless written consent from a parent and/or guardian is filed with the Superintendent in advance. The parent and/or guardian may be present at the time of the hearing.
- 14.7.6 The Parties will make reasonable, good faith efforts to share relevant information relating to issues in the grievance in a timely manner.

### **ARTICLE XV REDUCTION IN FORCE**

- 15.1 The Board and the Association agree that reductions of the professional staff of either the

Northfield or Roxbury School Districts or the WSSU may be implemented if, in the opinion of the applicable Board, a decrease in enrollment, or reduction in local, state, or federal financial support, dictates a cutback in the number of professional employees required to operate the school district or the WSSU.

- 15.2 The Association shall be notified as early as possible of any contemplated reduction in force of positions for the following school year, stating curricular areas and specific positions identified for reduction.
- 15.3 Teachers will receive a year of seniority in their employing district or the WSSU for each year of full time service. If a teacher is employed part-time, seniority will accrue on a pro-rated basis. In the event of identical years of seniority, the determining factor shall be the (1) date and then the (2) time when each teacher returned his/her initial contract.

Teachers who, by virtue of statute, are transferred from either the Northfield or the Roxbury School District to work as teachers in the employ of the WSSU, shall retain all of the seniority previously accrued as a teacher employed in the Northfield and/or Roxbury School District(s) and vested as of the date of the transfer.

- 15.4 No teacher will be laid off under the provisions of this Article if the reduction can be accomplished through staff turnover, attrition, or voluntary transfer within the employing School District or the WSSU.
- 15.5 When determining which teacher(s) will be affected by staff reduction within an employing school district or the WSSU, the applicable Board will give consideration to various factors, including, but not limited to, qualifications, performance as documented using the current supervision and evaluation model in use by the District, other relevant documentation in the teacher's file, the needs of the District and seniority. In the event that all other factors are substantially equal, teacher reductions will be implemented on the basis of seniority. The decision of the applicable Board in matters of position(s) to be affected by a Reduction in Force shall be final.
- 15.6 The applicable Board, by written communication from the Superintendent, agrees to notify the individual who is or may be subject to reduction in force on or before March 31<sup>st</sup>.
- 15.7 If a teaching vacancy occurs in a district or in the WSSU which has implemented a reduction in force, laid off teachers who are qualified and licensed for that vacancy will be recalled in reverse order of lay-off provided that they maintain an active employment file in the office of the Superintendent as of January 1 of each year.

Teachers who are laid off shall have recall rights in the district wherein they were formerly employed and reduced (or the WSSU, if applicable) for a period of two (2) years from the effective date of the layoff. Teachers shall have recall rights to positions of equal or lesser FTEs to the FTE the teacher lost in the original reduction. The Board may, but is not obligated to recall a teacher to a greater FTE position than the one from which the teacher had been reduced. Teachers must accept the recall offer within ten (10) days of receiving the

notice of recall; failure to do so shall render the teacher's recall rights null and void; however, a teacher may accept or refuse an offer of a lesser FTE position than the teacher held prior to the reduction without loss of recall rights during the remainder of the recall period.

- A. Notices of recall shall be sent by the Superintendent by certified mail/return receipt requested to the last address given to the Superintendent by the teacher, and a copy of each recall notice shall also be sent to the President of the Association. Teachers who have been reduced in force are responsible for providing the Superintendent with a current forwarding address.
- B. All vacant teaching positions under recruitment will be posted on Schoolspring.com.
- C. A teacher who has been reduced in force will not lose his/her prior accrued seniority if the teacher is recalled to employment by the District or the WSSU.
- D. Seniority List: On or before November 15<sup>th</sup> of each school year each District and the WSSU will provide a seniority list to the Association. The Association shall bring any concerns regarding the accuracy of the seniority list to the attention of the Superintendent within thirty (30) calendar days. The Association and administration will promptly meet and attempt to resolve any discrepancies or disputes regarding the seniority list. When the Parties are in Agreement with the content of the seniority list the Association President and the Superintendent will sign off, indicating their agreement. If the Parties fail to resolve disputes concerning the Seniority list such disputes shall be submitted to final and binding arbitration within thirty (30) days of receipt of the final decision of the Superintendent. Failure to file for arbitration will constitute acceptance of the seniority list. The Seniority list will be made available to individual teachers upon request.

## ARTICLE XVI

### RETIREMENT BENEFIT

Upon qualifying for and receiving Vermont Teacher retirement a teacher with a minimum of fifteen years served in the WSSU shall be entitled to compensation for his/her accumulated unused sick leave days. This will be done at a rate of sixty dollars (\$60.00) per each accumulated unused sick leave day, ~~provided said teacher notifies the Superintendent by the 10<sup>th</sup> of December of his/her last year of employment of his/her intention to retire at the end of that year.~~ Total liability to the Board per eligible teacher will not exceed the rate of (\$60.00) times a maximum of ninety (90) sick leave days. This compensation will be paid out in three (3) equal installments in September, January, and June of the year immediately following the teacher's last year of employment. Teachers receiving Vermont Teachers' Retirement who are employed by a Board on a part-time basis are not eligible for this

benefit.

**ARTICLE XVII**

**DURATION**

The provisions of this Agreement will be effective as of July 1, ~~2016~~ **2017** unless otherwise noted in this AGREEMENT and will continue and remain in full force until June 30, ~~2017~~ **2020**. This Agreement will automatically be renewed and will continue in full force and effect for an additional period of one (1) year unless either the Board or the Association gives notice in writing to the other not later than October 15<sup>th</sup> prior to the expiration date or any anniversary thereof of a successor Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 4<sup>th</sup> DAY OF ~~JUNE~~,  
~~2016~~. **{Date to be changed}**

**{Signature area is to be inserted here}**

**Appendix A - Compensation**

For the ~~2016-2017~~ **2017-2018** school year the base salary is ~~\$36526.00~~ **\$37,800.00. (5.05%)**

**For the 2018-2019 school year the base salary will be \$39,100.00 (5.04%)**

**For the 2018-2019 school year the base salary will be \$40,500.00 (5.14%)**

Please see the Salary Index and Salary Schedule attached hereto.

Any teacher who would not otherwise receive a pay increase at the start of a school year ~~the 2016-2017~~ will receive a salary that is a 1% increase to their previous ~~2015-2016~~ salary.

<b>SALARY INDEX</b>	
Vertical step additive index	3.30%
Horizontal Category Index (except B30 to M)	3.30%
Maximum factor on the base salary is	2.0

WSEA Teacher Contract Proposals as of April 5, 2017

Step	B	B15	B30	M	M15	M30	M45
1	1.000	1.033	1.066	1.066	1.099	1.132	1.165
2	1.033	1.066	1.099	1.099	1.132	1.165	1.198
3	1.066	1.099	1.132	1.132	1.165	1.198	1.231
4	1.099	1.132	1.165	1.165	1.198	1.231	1.264
5	1.132	1.165	1.198	1.198	1.231	1.264	1.297
6	1.165	1.198	1.231	1.231	1.264	1.297	1.330
7	1.198	1.231	1.264	1.264	1.297	1.330	1.363
8	1.231	1.264	1.297	1.297	1.330	1.363	1.396
9	1.264	1.297	1.330	1.330	1.363	1.396	1.429
10	1.297	1.330	1.363	1.363	1.396	1.429	1.462
11	1.330	1.363	1.396	1.396	1.429	1.462	1.495
12	1.363	1.396	1.429	1.429	1.462	1.495	1.528
13	1.396	1.429	1.462	1.462	1.495	1.528	1.561
14		1.462	1.495	1.495	1.528	1.561	1.594
15			1.528	1.528	1.561	1.594	1.627
16				1.561	1.594	1.627	1.660
17				1.594	1.627	1.660	1.693
18				1.627	1.660	1.693	1.726
19				1.660	1.693	1.726	1.759
20				1.693	1.726	1.759	1.792
21				1.726	1.759	1.792	1.825
22				1.759	1.792	1.825	1.858
23				1.792	1.825	1.858	1.891
24				1.825	1.858	1.891	1.924
25				1.858	1.891	1.924	1.957
26				1.891	1.924	1.957	1.990
27				1.924	1.957	1.990	2.000

**{new Salary Schedules to be inserted here}**