

# **MASTER AGREEMENT**

**BETWEEN THE**

**WINDSOR NORTHWEST EDUCATION ASSOCIATION**

**AND THE**

**BOARDS OF SCHOOL DIRECTORS OF BETHEL,  
ROCHESTER,  
STOCKBRIDGE**

**AND THE**

**BOARD OF SCHOOL DIRECTORS OF THE WINDSOR  
NORTHWEST SUPERVISORY UNION**

**2009 - 2012**

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## **ACKNOWLEDGEMENT OF ARBITRATION**

In accordance with 12 V.S.A. 5652 (b), the Boards and the Association understand that this Agreement contains an agreement to arbitrate. After signing this agreement, the Boards and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in article XV (Grievance Procedure) in this Collective Bargaining Agreement.

## **PREAMBLE**

In order to effect the provisions of 16 V.S.A, Chapter 57, and to encourage effective and harmonious relationships between the BOARD and the teachers, this AGREEMENT is entered into by and between the Boards of School Directors which represent the Town School Districts of Bethel, Rochester, Stockbridge, and the Windsor Northwest Supervisory Union, hereinafter to be known as the "BOARD," and the Windsor Northwest Education Association, an affiliate of the Vermont-NEA, representing the teaching staff employed by the towns of Bethel, Rochester, Stockbridge, and Windsor Northwest Supervisory Union, hereinafter to be known as the "ASSOCIATION."

The Board of School Directors which represent the Town School Districts of Bethel, Rochester, Stockbridge, and the Windsor Northwest Supervisory Union, have agreed to negotiate a consolidated agreement with teachers represented by the Windsor Northwest Education Association. All parties understand and agree that there are operational benefits of a consolidated agreement. However, it is further agreed that any member school district that determines that they are being adversely impacted by the negotiation process or any terms of the negotiated agreement, may at the discretion of that school district upon notification to the association, elect not to negotiate collectively with other member towns and decide to negotiate separately with the Association. This understanding will in no way alter any school district's duty to meet at any reasonable time and bargain in good faith in accordance with applicable laws.

## **ARTICLE I: RECOGNITION**

- 1.1 The BOARD recognizes the ASSOCIATION for the purpose of collective negotiations, pursuant to 16 V.S.A., Chapter 57, as the exclusive representatives for all teachers who are under contract to the towns of Bethel, Rochester, Stockbridge, and the Windsor Northwest Supervisory Union, and who are certified by the State of Vermont, excluding administrative personnel, as defined by 16 V.S.A., Chapter 57.
- 1.2 Unless otherwise indicated, the employees of the above unit will hereinafter be referred to as "Teachers."

## **ARTICLE II: ASSOCIATION'S RIGHTS**

- 2.1 Nothing contained herein shall be construed to deny or restrict teachers' rights under existing Vermont law.
- 2.2 The BOARD agrees that all teachers have the right to freely organize, join and support their ASSOCIATION for the purpose of engaging in collective bargaining. It is further agreed that teachers shall have the right not to join this or any other teachers' association if they so desire. It is further agreed that neither the BOARD nor the ASSOCIATION shall discriminate against any teacher with respect to salary, economic conditions or employment, or professional standing by reason of membership or non-membership in the ASSOCIATION or their affiliates, nor for participation in any of the lawful activities of the ASSOCIATION.

The BOARD and the ASSOCIATION agree that there will be no discrimination in hiring, training, assignment, promotion, transfer or discipline of teachers, or in the application or administration of this Agreement or any other rule, regulation or policy relative to the terms and conditions of teacher employment on the basis of race, gender, creed, color, religion, domicile, Association membership, national origin, sexual orientation, marital status, age or disability.

- 2.3 Neither the BOARD nor any employee of the BOARD serving in any capacity, nor any other person or organization shall interfere with, restrain, coerce or discriminate in any way against or for any teacher engaged in activities protected by 16 V.S.A. Chapter 57.
- 2.4 Teachers hired in 2004 or later shall have their signed acceptance of contracts marked with date and time of hire.
- 2.5 Teachers have the right to participate in public affairs and professional organizations.
- 2.6 Official personnel files will be kept in the Superintendent's Office. Upon request to the Superintendent and by appointment, teachers will have the right to review the contents of their personnel files during the regular office hours with the exception of personal references contained therein. Teachers are entitled to be represented by their ASSOCIATION during all file reviews. Any complaint or record of disciplinary action contained in a teacher's personnel file which is three (3) or more years old shall be deemed irrelevant to a current matter of discipline or discharge unless the current matter is a repeat offense. Irrelevant materials shall be excluded from any grievance or arbitration procedure involving the teacher.
- 2.7 No material favorable or unfavorable to a teacher's conduct or service except personal pre-employment references relating to the teacher's employment by the BOARD, will be placed in the personnel file unless the Superintendent has sound reason to believe in the accuracy or truthfulness of that material. In no case shall any material be filed without the teacher having an opportunity to review that material. The teacher shall acknowledge that she/he has had a chance to review the material by signing the copy to be filed with the express understanding that that signature in no way indicates agreement with the contents thereof. Any refusal on the part of a teacher to sign a copy shall in no way limit the Board's right to maintain a copy within the teacher's personnel file.  
  
Teachers shall have the right to submit written answers to all materials and their answers shall be reviewed by the Superintendent, or designee, and attached to the file copy.
- 2.8 Any complaint regarding a teacher made to any member of the administration by a parent, student, or other person shall be promptly investigated. Whenever the building administration or Board deems feasible, the complainant shall be re-directed to the teacher for first-hand resolution of the complaint. If re-direction is not feasible, and it is determined by the administration or Board that the complaint may have merit, the administration shall promptly notify the teacher of the specific nature of the complaint. The Board shall identify the complainant upon the request of the teacher. The teacher shall then have the opportunity to respond to and/or rebut the complaint. No grievance shall be filed unless the complaint results in disciplinary action against the teacher.
- 2.9 Teachers shall have the right to representation by their ASSOCIATION in matters of employment.

2.10 In response to reasonable requests, the BOARD agrees to furnish the ASSOCIATION with information concerning the educational program and the financial resources of the District, including but not limited to, the following:

- class size;
- number of specialists;
- annual financial reports and audits;
- register of certified personnel;
- tentative and/or real budgetary requirements and allocations;
- individual and group teacher health insurance premiums;
- salaries and experience figures; and
- formal school restructuring/consolidation plans.

This and other such information is intended to assist the ASSOCIATION in developing intelligent, accurate, informed and constructive programs on behalf of teachers and students, or for the Association to attend to its duties of representation.

2.11 The ASSOCIATION shall have the right to use such facilities and equipment for meetings as are normally located for teachers' 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 instructional program. Repair or replacement as the result of such use of equipment or the use of materials beyond a reasonable amount will be borne by the ASSOCIATION.

2.12 The school boards shall permit teachers and the ASSOCIATION access at reasonable times to areas in which teachers and administrators work, and to use institutional bulletin boards, mail boxes, or other communication media subject to reasonable regulation by the school board, and to use school facilities at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed by this AGREEMENT. (V.S.A., T16, Ch. 57, §2002).

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

2.14 Copies of this Agreement will be printed for the ASSOCIATION by each individual District at BOARD expense and given to each teacher when a successor agreement has been ratified by both parties to this Agreement.

A copy of the Agreement will be given to each applicant when a job offer is made.

2.15 Any notice with reference to Article XII or Article XIV to be given by one party to the other under this Agreement will be given by registered or certified mail. If given by the BOARD, said notice will be sent to the President and, if given by the ASSOCIATION, said notice will be sent to the BOARD and/or Superintendent of Schools. In either case said notice will be in hard copy written form, with receipt provided by the recipient. Either party, by written notice to the other, may change the address at which further written notice to it shall be given.

2.16 Agency Fee

All members of the bargaining unit who are not members of the Association shall pay a fee which is equivalent to the Association's costs of the representation of the employees in the bargaining unit. Such service fee, however, shall not exceed eighty-five percent (85%) of the Association dues and assessments for that year. By October 1 of each school year the Board shall provide to the Association a list of all employees in the bargaining unit. When a new employee is hired, the Board will provide that new employee's name to the Association in writing within thirty (30) days of the date of hire. The Association shall notify the Board by November 1, of the bargaining unit members who are not members of the Association, and a service fee shall be deducted, in substantially equal installments, from each of the employee's remaining paychecks for that year.

The Association will certify the amount of the service fee to the Board by October 15 of the school year in which the amount changes.

### **ARTICLE III: MANAGEMENT RIGHTS**

- 3.1 Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, determination of educational policy, the operation and management of the schools, the control, supervision and direction of employees, and any and all other matters which are committed by law to the BOARD or otherwise involve the exercise of managerial prerogative are vested exclusively in the BOARD with appropriate authority to act delegated to the Superintendent.
- 3.2 Notwithstanding paragraph 3.1, the BOARD understands that teachers are responsible to implement the policies, procedures, programs, and curriculum of the Bethel, Granville, Hancock, Rochester, Stockbridge, The Village School (Hancock/Granville Joint School District), schools and the Windsor Northwest Supervisory Union only under the direct supervision of the Superintendent and/or Principal.
- Board members, individually and collectively, are not the supervisors of teachers and must exercise control, supervision, and direction of employees only through the Superintendent or his or her designee.
- 3.3 It is understood and agreed that each Board of School Directors named herein shall be responsible for its own actions in the administration of this Agreement. No other individual Board named herein can be penalized or otherwise held accountable for the action(s) of any other Board named herein.

### **ARTICLE IV: CONTRACT RENEWAL**

- 4.1 In those cases in which the professional limitations and failures in performance of a fully certified teacher are so pronounced as to give just cause for the school authorities to consider the desirability of discontinuing his or her services in the coming year, the BOARD, through their administrators, will notify the teacher in writing concerning those limitations and failures. Written notification of possible nonrenewal will be given by March 1.
- 4.2 The Superintendent shall issue to all teachers a "letter of intent" for employment by April 1. If a teacher has not returned the letter by May 1, that position will be considered vacant unless the Superintendent has agreed to an extension, in writing, for an individual teacher.
- 4.3 Individual teaching contracts shall be issued on or before June 1 for the ensuing school year. The BOARD shall send notice by that same date to any teacher whose contract is not to be renewed. That notice shall be in writing and shall be delivered by registered or certified mail, or in person, and shall include a statement of the reason(s) why the teacher is not to be re-employed. All contracts issued under this Article shall be subject to the provisions of Article V - Reduction In Force.
- 4.4 A teacher receiving a contract shall indicate acceptance of the offer by signing and returning the contract within thirty (30) days of the issuance date. Failure to adhere to the procedures set forth in this Article may be accepted, at the option of the BOARD, as conclusive evidence of non-acceptance of the offered contract. In that event, the position shall be considered vacant unless the Superintendent has agreed, in writing, to an extension for an individual teacher.
- 4.5 When teachers are given contracts for the ensuing year, and there is documentation of limitation in a teacher's performance prior to issuance of contracts, the BOARD may, with just cause, issue a probationary contract for the ensuing contractual year.

The BOARD shall communicate to the teacher, in writing, the reasons for any probationary contract at the time of issuance of the contracts.

4.6 16 V.S.A. Chapter 57, Subchapter 3 is hereby incorporated into the contract by reference.

### **ARTICLE V: REDUCTION IN FORCE**

5.1 In order to compensate for substantial decreases in enrollment or educational funding, the BOARD agrees to terminate only those positions which will help solve the aforementioned problem(s). Representatives of the BOARD and the ASSOCIATION shall meet prior to any reduction decisions for the purpose of discussing the forthcoming reduction.

5.2 a) The ASSOCIATION shall be notified of any contemplated staff reduction for the following school year as soon as possible, but not later than fifteen (15) days before the annual School District meeting. If the school budget is not approved by the voters at the annual School District meeting, then this notice of additional staff reduction shall be given no later than fifteen (15) days after a budget is approved. This notification shall be in writing to the ASSOCIATION.

b) A teacher who is to be laid-off or reduced in contract as a result of a staff reduction shall be provided final notice of that action no later than fifteen (15) days after School District approval of its budget.

5.3 No teacher will be reduced in contract or laid off under this Article if the reduction in staff can be accomplished by staff turnover. If an opening exists for which a teacher affected by reduction in staff is licensed and endorsed, that teacher will be transferred to that position rather than being laid off or reduced in contract.

5.4 Teachers will be laid off or reduced in contract in reverse order of seniority within the Elementary or Secondary program provided that the teachers who remain are licensed to perform the remaining work or are able to establish that they will become licensed by September 1 of the next academic year.

- 1) In the event of a staff reduction in grades K-6, within a school district which has a K-6 elementary program, seniority will be determined by actual teaching experience in elementary education (K-6), in that school district.
- 2) In the event of a staff reduction in a departmentalized 6<sup>th</sup> grade, within a school district, seniority will be determined by actual teaching experience in the subject area being RIF'd, (E.g., language arts, mathematics, social studies, and the like). ("Departmentalized" shall mean that a teacher is specifically assigned to teach a given subject area.)
- 3) In the event of a staff reduction in grades 7-12, in a specific subject area, within a school district, seniority will be determined by actual teaching experience in that subject in that school district.
- 4) In the event of a staff reduction in Speech/Language, EEI/EEE, Title I, or Special Education within the WNWSU, seniority will be determined by actual teaching experience in that area within the WNWSU.
- 5) In the event of a staff reduction in areas of art, music, and physical education with K-12 certification, within a school district, seniority will be determined by actual teaching experience in that area in that school district.

A school district shall be defined as having its own Board of School Directors.

- 5.5 Seniority will be calculated from the beginning of a teacher's most recent period of continuous employment in the school district and/or within the supervisory union. A school district shall be defined as having its own Board of School Directors. A teacher employed by a district and the supervisory union, either concurrently or serially, shall have his/her seniority calculated from the beginning of his/her most recent period of continuous employment in the school district and/or the supervisory union. Seniority will begin to accrue as of the date the individual contract was signed. In the case of teachers hired on the same day, the earlier time of hire shall be the deciding factor, as referenced in Article 2.4. If seniority cannot be determined by the earlier time of hire, the decision of the superintendent shall be final, and this decision shall not be subject to the arbitration provision in this agreement. Part-time teachers will accrue seniority on a pro-rata basis. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, employment by the BOARD in a position outside the negotiating unit, or by layoff, but that time will not be counted in calculating seniority. When seniority is equal, ability to perform the work in question as determined by the Superintendent will be the deciding factor, and that decision is not subject to the arbitration provision of this agreement.
- 5.6 If there is more than one teacher on lay-off, the teacher with the necessary certification and qualifications will be recalled first. When there is more than one teacher with the necessary certifications and qualifications on lay-off and there is one position for which they hold the necessary certification then seniority in the School District shall be used to determine who is the first to be recalled. "Qualifications" refers to education and experience.
- The recall period shall be for two (2) years from date of lay-off.
- 5.7 Teachers on lay-off status will be given the opportunity to register for employment as substitute teachers and will be accorded first consideration for employment.
- 5.8 Laid-off teachers shall be responsible for maintaining their current mailing address on file in the Central Office. When the administration sends a laid-off teacher a notice of recall, it shall be mailed as return receipt requested, with a copy provided to the Association at the same time. If the teacher does not respond within ten (10) calendar days of receipt of the recall notice, that teacher shall be deemed to have rejected the recall offer, and s/he shall be placed at the end of the recall list in the respective category of layoff, as per Article 5.4.

## **ARTICLE VI: PROFESSIONAL DEVELOPMENT**

- 6.1 The BOARD agrees to provide funds for each teacher equivalent to six (6) graduate credits per year with the dollar amount not to exceed the current UVM tuition rate for graduate credits. Given the exception of the provision in Article 6.3, payment and/or prepayment shall be taken from the teacher's allotment for the school year in which the teacher applies for the payment and/or reimbursement. These funds may be utilized by the teacher for undergraduate or graduate level coursework, conferences, workshops, other educational training or any combination thereof.
- 6.2 The course, workshop, conference, or educational training must be one which the Local Standards Board determines will be of benefit to the District, or is related to the teacher's instructional assignment, or is for the purpose of recertification.
- 6.3 These payments may be made only to teachers who are under contract to teach in the Bethel, Rochester, Stockbridge, schools and/or the Windsor Northwest Supervisory Union during the succeeding year, if the courses are to be taken after July 1.
- 6.4 The Board shall provide teachers with one hundred percent (100%) of the tuition cost and any related registration fees for the course, workshop, conference, or other educational training fee when pay is due to the educational institution, provided prior approval has been obtained from the Local Standards Board and the direct supervisor, or the Local Standards Board and

Superintendent. Such payment may be made in either of the following ways:

- a) Advance disbursement to the college or workshop or training provider for approved coursework, etc., may be obtained by special written request to the Superintendent. This advance disbursement shall be made in a timely fashion prior to the beginning of the course, workshop, conference or other educational training. The applicant must sign an agreement permitting the district to withhold the cost of the course, workshop, conference, or other educational training from the individual's salary if the course is not completed and verified according to the stipulations (Art. 6.4d). The teacher may choose to have such withholding spread out over any number of paychecks up to twenty-six (26). If such a teacher leaves the district, any remaining withholding shall be taken from the remainder of the teacher's paychecks. Should the remaining withholdings exceed the pay owed to such a departing teacher, that teacher agrees to apply remaining pay to the outstanding tuition and immediately reimburse the district and/or union the additional amount
- b) A teacher may elect to pay for a course workshop, conference or other educational training him/herself and to have the district reimburse him/her for those costs. In this case, the teacher must submit to the Superintendent a bill for the course, workshop, conference or training and proof of payment. The district shall reimburse the teacher as soon as possible after the teacher submits his/her request for reimbursement, but no later than thirty (30) days after the date on which the teacher submitted his/her request for reimbursement. The applicant must sign an agreement permitting the school district to withhold the cost of the course or workshop from his/her salary if the course is not completed and verified according to the provisions of Article 6.4d. The teacher may choose to have such withholding spread out over any number of pay checks up to twenty-six (26). If such a teacher leaves the district, any remaining withholdings shall be taken from the remainder of the teacher's paychecks. Should the remaining withholdings exceed the pay owed to such a departing teacher, that teacher agrees to apply remaining pay to the outstanding tuition and immediately reimburse the district and/or union the additional amount
- c) In any method of payment provided in this article (especially Art. 6.4a, advance disbursement, or Art 6.4b, repayment to teacher) the district shall be responsible only for the actual cost of the course, workshop, conference or other educational training. Therefore, if additional costs such as late fees, interest fees, or the like have been incurred due to the teacher's action or inaction in paying the educational provider, the district shall repay the teacher only the actual cost of the course, workshop, conference or other educational training. However, if additional costs such as late fees, interest fees, or the like have been incurred due to the district's action or inaction in paying the educational provider, the district shall pay for the additional incurred expenses.
- d) In any method of payment provided in this article (especially Art. 6.4a, advance disbursement, or Art 6.4b, repayment to teacher), satisfactory completion of course, workshop, conference or other educational training as verified by grade reports, certificates of completion or other appropriate documentation must be submitted by the teacher to the Superintendent no later than forty-five calendar (45) days following the issuance of grade or similar official notification. Should documentation not be available from the sending institution, or the teacher is somehow prevented from providing such documentation (e.g. illness, absence, other), it shall become the teacher's responsibility to negotiate a timetable for providing proof of completion with the Superintendent. "Satisfactory Completion" shall be defined as receiving a grade at or above the level of "B". Should letter grades not be an option for particular coursework, "Satisfactory Completion" shall be defined as receiving a grade of "PASS". Should "Pass/Fail" not be an option for particular coursework, a certificate of completion shall be required.

- 6.5 Salary Determination
- a) Salary determination shall be based on the teacher's educational degree and graduate credits accumulated and proof of course completion (in accordance with Art. 6.4d) and according to the schedule set forth in Article 10.3. Undergraduate credits earned after already possessing a Bachelor's degree may be used to advance a column; however, undergraduate credits shall be awarded one-half the worth of graduate credits for this purpose; i.e., six (6) undergraduate credits would be equivalent to three (3) graduate credits for the purpose of advancing a column. When undergraduate credits are divided by two to determine the graduate credit equivalence, the resulting numbers shall never be rounded up. E.g. 3 undergraduate credits would qualify for 1.5 graduate credits, but would not round up to 2. However, if another 3 undergraduate credits were earned, the teacher would be credited another 1.5 graduate credits and would then have a total of 3 graduate credits.)
  - b) Notification of a teacher's intent to earn graduate credit which will qualify that teacher to advance a column on the salary schedule per Article 11.4 shall be provided to the Superintendent by January 1 of the school year prior to the school year of expected advancement for purposes of budget planning.
- 6.6 In addition to the above course reimbursement, the Board, upon the recommendation of the Superintendent and in their discretion, may approve the payment of the actual tuition costs and associated expenses for a course, workshop, conference, or other educational training taken by a teacher at the request of and under the conditions stipulated by the Superintendent. The credits so earned for courses remedial in nature shall not be applied to horizontal movement on the salary schedule. Should these credits be undergraduate in nature, they shall not accumulate nor apply to the credit equivalence provision of Article 6.5a. The tuition costs and any expenses for a course, workshop, conference or other educational training required of a teacher by the administration shall be paid for in full by the administration, per the conditions of Article 6. These costs and expenses shall not be deducted from the teacher's professional development allotment (the equivalent of six graduate credits at the current UVM tuition rate) as provided in Article 6.1.

## **ARTICLE VII: SUBSTANCE ABUSE**

Teachers shall not use, possess, or operate under the influence of illegal drugs (including, but not limited to marijuana, cocaine or cocaine derivatives, LSD, PCP, or restricted narcotics not lawfully prescribed by a physician) or alcohol while on school premises.

## **ARTICLE VIII: TEMPORARY LEAVES OF ABSENCE**

8.1 Temporary leave is defined as ten (10) or fewer consecutive working days per year. Leave "days" will be recorded in 1/2 or 1 day increments.

### 8.2 Sick Leave

The provisions of the Family and Medical Leave Act and the Vermont Parent and Family Medical Leave Act are incorporated into this MASTER AGREEMENT. A teacher is entitled to the benefits of each Act. In accordance with the provisions of the Family and Medical Leave Act (FMLA) and the Vermont Parent and Family Medical Leave Act (VPFMLA), accrued paid sick leave time (up to six weeks) may be used by the teacher to attend to self, spouse, child, parent, or parent of spouse. Additional accumulated paid sick leave time, beyond the provisions of the Family and Medical Leave Act and the Vermont Parent and Family Medical Leave Act, may be used to attend to self, spouse, child, or parent.

- (a) Teachers shall be entitled to paid sick leave for absence due to illness, physical disability, including disabilities connected with or resulting from pregnancy, or required medical attention as set forth herein, including medical appointments.

- (b) Each teacher shall be entitled to twelve (12) days of paid sick leave each school year. Part-time teachers shall be allocated and charged sick days in proportion to their FTE. In cases where FMLA or VPFMLA does not apply, sick leave days may be used by the teacher to attend to self, spouse, and child.

In cases where FMLA or VPFMLA is not used, sick leave days may also be utilized to attend to a parent or parent-in-law; however, the use of sick leave days for this purpose may not exceed the balance of the current year allocation. Any accumulated sick leave days from prior years may not be used.

Any consecutive use of sick leave in excess of five (5) days may require verification by an attending physician. The Superintendent shall have the right to require such verification at his/her discretion.

- (c) Unused sick leave shall accumulate from year to year to a maximum of ninety (90) days. The District will assist a teacher to apply for disability benefits as soon as that teacher is eligible. (See Article 10.5)

A teacher who has accumulated sick leave in excess of ninety (90) days (because of having worked under previous Master Agreements in which the sick leave accumulation cap was one hundred fifty (150) days), may at his/her option utilize any such unused sick leave to complement thirty-three percent (33.3%) of monthly earnings while on disability leave, at the rate of one-third (1/3) sick day for one-third (1/3) regular earnings.

Employees who were capped at the ninety (90) day sick leave accumulation limit cannot accumulate days beyond that cap. Employees who were capped at the one hundred fifty (150) day sick leave accumulation limit cannot accumulate days beyond that cap.

Each teacher will be given a record of his or her accumulated sick leave annually by October 1st.

- (d) Only teachers who have accumulated ninety (90) days of sick leave as of June 30<sup>th</sup> of the contract year are eligible for annual sick day compensation. On June 30<sup>th</sup> of each year, the number of sick days taken during that year will be subtracted from twelve (12), leaving a total number of days which may be exchanged for compensation. Compensation shall be equal to one-half the substitute teacher wage paid during that year per sick day exchanged. The number of days so exchanged will be deducted from the accumulated total sick leave of the teacher making the exchange.

Eligible teachers will advise the administration of the number of sick days they wish to exchange by November 1 of the subsequent year. Teachers will receive payment on the first regularly scheduled teachers' payroll after December 1.

- (e) Teachers who resign or retire after at least ten (10) years of continuous service will receive the current substitute teacher rate of pay for each accumulated sick day up to a maximum of thirty (30) days.

(f) Sick Leave Donation

Any teacher may donate up to 3 sick leave days for any other teacher within the same school district who, because of serious illness, has used all sick leave days allocated to him/her. Any teacher either donating or receiving sick leave under this provision must initiate this process, in writing, to the Superintendent according to the following provisions:

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

- (3) An employee may not receive donated days unless and until the employee has been ill for three (3) consecutive work days subsequent to the exhaustion of personal sick leave, except in the case of continuing, prolonged illness.
- (4) The recipient must provide a doctor's certification of medical illness. At the option of the Board a second opinion may be required.
- (5) There shall be no additional sick leave days for elective medical procedures that are not health related.
- (6) A teacher donating his/her sick leave days must retain a minimum of 12 sick leave days in their accumulation after having donated days.

8.3 Personal Leave

Up to three (3) days leave of absence will be provided for important personal business which cannot be otherwise scheduled by the teacher during time when school is not in session. Important personal business includes professional/legal appointments and household/family matters. Important personal business does not include recreational activities, shopping, medical appointments.

Except in an emergency, notification to the teacher's immediate supervisor shall be made at least one (1) day before taking such leave. Personal days shall not be used for the sole purpose of extending vacations or holidays, except by mutual agreement between the teacher and Superintendent or his/her designee. This provision is not subject to the arbitration provision in the grievance article of the AGREEMENT.

8.4 Professional Leave

Teachers may be granted professional leave for purposes consistent with the teacher's assignment and/or district goals upon the approval of the Superintendent or his/her designee.

Teachers may be granted an appropriate amount of release time upon their request for the purpose of completing and properly maintaining records and other documents that are part of his/her professional responsibilities.

8.5 Discretionary Paid Leave

The principal or supervisor may grant paid leave for times of emergencies and for bereavement. Reasons for applying for discretionary leave may be given verbally rather than in writing. If such discretionary leave is denied by the principal or supervisor, the teacher may seek reconsideration of the request by the Superintendent and /or Board. In the case of the death of an immediate family member, a teacher may access an additional five (5) bereavement days (beyond those granted by administration) from his/her accumulated sick leave.

8.6 Unapproved Leave

When a teacher is absent without an approved leave, the School Board shall deduct the per diem rate of that teacher's total annual salary for each day absent and may take whatever other action is deemed appropriate including, but not limited to, an additional deduction for the cost of paying for a substitute teacher.

8.7 Jury Duty

A teacher who is required to serve on a jury will be excused from his or her regular teaching duties to perform such service and will receive his or her regular rate of pay, provided documentation of jury service is submitted to the principal or Superintendent. Any compensation, excluding mileage/housing reimbursement, received by a teacher for jury service during days when school is in session will be reimbursed to the district. Jury pay received by a teacher for service during a school recess period or holiday will be retained by the teacher.

8.8 PART-TIME Pro Rating of Leave Benefits {Unresolved – "paid" vs "charged"}

Part-time teachers shall be entitled to all leaves noted in this article on a pro-rata basis, based upon the teacher's full-time equivalency (FTE) under one of the following methods.

A. A teacher contracted to work partial days for an entire school year shall be entitled to the total number of days noted in this article but shall be paid for each day at the pro-rata rate for the day of absence i.e., a teacher contracted to teach one-half a day will receive a half day of pay for each day of absence.

B. A teacher contracted to work full days for part of the school year shall receive a full day's pay for each day of absence but shall only be entitled to a pro-rata number of the specified days of leave.

C. A teacher contracted to work partial days for part of the school year shall have both the specified number of days and his/her pay for each day pro-rated by his/her FTE.

## **ARTICLE IX; EXTENDED LEAVES OF ABSENCE**

### **9.1 Disability Leave**

The BOARD shall grant extended unpaid leaves of absence to teachers who are disabled, including disability resulting from pregnancy. This leave shall terminate when the disability terminates. When a disability is foreseen as in the case of pregnancy and elective surgery, requests for leave shall be made pursuant to Section 9.2 herein.

When the absence of a contracted teacher is due to injury as a result of or connected with the teacher's employment, he/she shall be entitled to Workers' Compensation, and an amount of payment by the School District of which the combined total is equal to the teacher's net pay (after taxes). At the teacher's discretion, he/she may choose instead to use accumulated sick leave to complement the difference between his/her gross regular earnings and any workers' compensation, while on workers' compensation disability leave (per the provisions of the insurance carrier).

### **9.2 Parental and Family Leave**

During any 12 month period, a teacher shall be entitled, upon request, to a 12 week leave of absence without pay during pregnancy and/or childbirth; or, within a year following the initial placement of a child 16 years of age or younger with the teacher for the purpose of adoption, as well as the serious illness of the teacher, teacher's child, stepchild, ward, foster child, parent, spouse or parent of the teacher's spouse. This is subject to the provisions of the Parental and Family Leave (21 V.S.A. Chapter 471). "Without pay" means the teacher shall have pay deducted from their total salary based on the ratio of the actual number of days absent from school to the total number of days specified in his or her yearly contract. The teacher shall have the option to use up to six (6) weeks of accumulated paid leave in conformance with the above referenced statute or the terms of this Agreement (8.2). Said teacher shall notify the Superintendent in writing of his or her intent to take such leave for parental leave as soon as practical, but except in the case of emergency no later than thirty (30) days prior to the commencement of the leave. Said teacher shall notify the Superintendent in writing of his or her desire to take such leave for family illness leave as soon as practical.

### **9.3 Extended Leave Terms**

(a) An unpaid leave of absence for a term not to exceed one (1) academic year shall be granted upon the request of a teacher for reasons of pregnancy or child care (if the leave is requested immediately after birth or adoption) or for personal illness.

After seven (7) years of service to the district, a teacher may request an unpaid leave of absence for a term not to exceed one (1) academic year. Such leave may be granted by the BOARD, contingent upon the Board's ability to find a suitable replacement. If a suitable replacement cannot be found, the Board may defer granting the teacher's leave for not more than one (1) year. In the case of a teacher requesting a leave of absence

due to a personal or family emergency, the contingency of the Board's ability to find a suitable replacement shall not be applicable.

All requests for unpaid extended leaves under this Article shall be submitted in writing to the Superintendent no later than sixty (60) days prior to the date on which the leave is to begin except in case of emergency. This request shall specify the duration of the leave noting the date the teacher intends to return to active employment when the information is ascertainable.

- (b) A teacher shall notify the Superintendent of his/her desire to return to active employment no later than March 1 in the year for which the leave was granted.
- (c) Accumulated sick leave shall be reinstated upon the teacher's return to active employment.
- (d) Upon return from an extended leave of absence the teacher will return to the same position held before the leave, if that position exists, and if not to a substantially equivalent position for which s/he is licensed and endorsed.
- (e) Teachers granted unpaid leaves shall have the option of continuing insurance coverage through the School District by paying the full premiums due by the first of each month, subject to regulations of the insurer.
- (f) Other leaves of absence without pay may be granted by the BOARD upon recommendation of the Superintendent for good reason.

## **ARTICLE X: INSURANCE**

- 10.1 The BOARD shall provide VSBIT Blue Cross-Blue Shield JY or Dual Option health insurance (including managed mental health parity benefits consistent with the requirements of Vermont law) for single, two person or family coverage as requested by a teacher. For each teacher who elects insurance coverage, the BOARD shall co-pay a percentage of the annual premium cost of the Dual Option Plan in each year of this Agreement, as follows:

Dual Option Plan	
Family	86%
2 Person	87%
Single	92%

For employees electing the JY Plan, the BOARD's contribution shall be limited to the same premium cost amount it contributes for an employee choosing the Dual Option Plan.

- 10.2 The BOARD shall carry Workers' Compensation Insurance for the protection of all teachers.
- 10.3 The Board shall provide each employee with single coverage dental insurance through the Delta Dental Plan or equivalent at its expense. Any employee may elect family coverage at his/her own expense if such coverage is available through the carrier.
- 10.4 At the discretion of a teacher who is otherwise covered by health insurance, the BOARD will pay that teacher one thousand five hundred (\$1500.00) dollars in compensation for agreeing to waive the right to be covered by the school district's health insurance plan. A teacher who elects to take this benefit must notify the BOARD of his or her intent by June 1 and provide evidence that they have alternative health insurance.
- 10.5 The BOARD agrees to provide disability insurance benefits as outlined in the Unum (long term disability insurance) policy or its equivalent to all teachers who are eligible to receive said benefits

under the terms of this Agreement. Disability coverage will begin after meeting the eligibility requirements for receiving benefits under the disability plan, including a ninety (90) day waiting period. The disability benefit will cover sixty- six and seven tenths percent (66.7%) of a teacher's annual employment salary (as determined by Appendix A) with a maximum benefit of \$5,000 per month. Disabilities are only those medical conditions defined as disabilities by the carrier and covered by said insurance policy.

- A. If a teacher has insufficient sick days accumulated to complete the ninety (90) day waiting period, the Board shall continue his/her health insurance benefit for twelve (12) months from the date the teacher has exhausted all his/her accumulated sick leave. In the event that a teacher for whom the school district has paid health insurance benefits upon the expiration of his/her sick days is not determined disabled at the end of the waiting period, that teacher agrees to reimburse the school district for all health insurance benefits paid on his/her behalf.
- B. The Board reserves the right to recoup its percent of the health insurance premium co-pay for the amount of time a teacher received this health care benefit, following the expiration of his/her sick days, if that teacher is determined to be not disabled.
- C. VPFLA, T.21, §472, (F), (1), (2)
  - (f) Upon return from leave taken under this subchapter, an employee shall be offered the same or comparable job at the same level of compensation, employment benefits, seniority or any other term or condition of the employment existing on the day leave began. This subchapter shall not apply if, prior to requesting leave, the employee had been given notice that the employment would terminate. This subsection shall not apply if the employer can demonstrate by clear and convincing evidence that:
    - (1) during the period of leave the employee's job would have been terminated or the employee laid off for reasons unrelated to the leave or the condition for which the leave was granted; or
    - (2) the employee performed unique services and hiring a permanent replacement during the leave, after giving reasonable notice to the employee of intent to do so, was the only alternative available to the employer to prevent substantial and grievous economic injury to the employer's operation.
- D. In the event that a teacher is no longer disabled and is able to perform the essential functions of his/her job, the Board agrees to reinstate that teacher, provided that the teacher returns to work within twenty-four (24) months of the day the teacher stopped working.

10.6 The BOARD shall not change the insurance policies or carriers referenced in this Agreement without first securing the written consent of the Association.

## **ARTICLE XI: SALARIES**

### 11.1 Pay Disbursement

- a) Teacher paychecks will be issued every other Thursday during the contract period in twenty-six (26) or twenty-one (21) substantially equal installments. Summer paychecks for those teachers who elect twenty-six (26) pay periods shall be issued to teachers during the last regular pay period in June.
- b) When a payday occurs during a school vacation, teachers will receive that pay on the last day of

school prior to the vacation. The check shall be dated as of the last day of school prior to the vacation.

11.2 SALARY DEDUCTIONS:

The District agrees to automatically deduct the following items from a member's payroll:

- a) Dues for the Windsor Northwest Education Association, the Vermont-NEA, the National Education Association as said members authorize the District to deduct. The Association shall notify the Business Office of the amount of dues to be deducted by the third (3<sup>rd</sup>) pay period of each school year. Deductions for Association dues shall be made in substantially equal installments during the next eighteen (18) pay periods of the year, unless an employee contacts the Business Office to make arrangements for full payment of Association dues at the start of the school year.
- b) Deductions for 403(b) annuity contributions to a plan elected by the teacher which is properly licensed and certified to be in compliance with applicable State and Federal Regulations. The District retains its right to limit the number of 403(b) plans to which individual teachers may make contributions, if such limitation is necessary to comply with governing regulations.
- c) Section 125 deductions. Unless an employee opts out of this plan, the employee's share of the cost for group health and dental insurance premium contributions required by this Master Agreement will be made on a pretax basis, through payroll deduction through the IRS Section 125 plan maintained by the employer. The District will provide such forms as may be necessary to enroll and participate in the Section 125 Plan by June 1 of each year, and employees will complete and return these forms according to the written guidelines that will accompany the forms provided by the District.

In addition, the District shall automatically deposit the employee's paycheck into his/her bank account and/or credit union at the employee's option.

All monies deducted/deposited as described above, together with records of any corrections, shall be transmitted to the appropriate organization at the time of the pay period in which the deductions/deposits were made.

Changes to deductions or automatic deposits must be done in writing to the District two (2) weeks in advance of the change taking effect.

- 11.3 The salaries for all teachers shall be as set forth in Appendix A which is attached hereto and made a part hereof. A new teacher to the district shall be placed by the Superintendent on an appropriate step of the salary schedule in accordance with his or her relevant teaching experience and academic preparation. However, no new teacher will be placed on a step of the salary schedule which is higher than a currently employed teacher with the same relevant experience.

Although professional experience outside of teaching may be considered by the Superintendent when determining salary schedule placement, it is agreed by the BOARD and the ASSOCIATION that relevant professional non-teaching experience shall be credited at the rate of one (1) year of teaching experience for every two (2) years of relevant experience. One step will be added for each subsequent year of teaching in the District within the limits established in the salary schedule.

- 11.4 No teacher shall move to a higher salary column unless she/he has earned the credits specified for such column. Column changes shall be made in accordance with the following schedule:

- (a) second payroll in January for credits acquired in the Fall Semester;
- (b) second payroll in September for credits acquired in the Summer Semester; and
- (c) first payroll of the contract year for credits acquired in the Spring Semester.

All pay adjustments shall be prospective only, and the increased amount shall be prorated from the payroll date described above over the remaining school year.

- 11.5 Teachers employed on a permanent part-time basis shall have their salary prorated for the actual time for which they are employed. All other benefits of this Agreement will also be prorated (as allowed) based on the actual time for which part-time teachers are employed.
- 11.6 The salaries for extra-curricular positions covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement.

## **ARTICLE XII: TEACHER EMPLOYMENT**

- 12.1 (a) The teacher's work year shall begin no earlier than the last full week of August and shall consist of one hundred seventy-eight (178) teaching days and six (6) in-service days, for a total of 184 days.
- The BOARD and the ASSOCIATION may agree to additional days at a per diem rate of the teacher's regular pay.
- (b) In-service programs shall be designed by a district-wide committee composed of (5) staff selected by the ASSOCIATION and (5) other representatives selected by the administration. In-service programs shall be responsive to the needs identified in the school action plans.
- (c) A teacher's primary duty shall be to instruct; however, teachers are also responsible for professional growth and for participation in appropriate program development.
- (d) Non-instructional duties assigned to teachers shall be equitably assigned and before-school and after-school duties shall be rotated among teachers to ensure a fair and equitable distribution of those duties. Teachers employed on a part-time basis (i.e., equal to or greater than fifty percent,  $\geq 50\%$ ) shall have their duty assignments prorated for the actual time for which they are actively engaged in teaching. Paraeducators shall be utilized where feasible to reduce the duty assignments of teachers and provide teachers with more time for students.
- (e) A team composed of teachers' representatives and the administration shall meet and discuss the scheduling of appropriate planning/preparation time for all teachers. The BOARD acknowledges that planning time is necessary and appropriate for all staff and agrees that a minimum of thirty (30) continuous minutes (excluding lunch and recess) per day of planning/preparation time shall be made available to all teachers, barring any temporary, extraordinary or unusual circumstances.
- (f) When parent/teacher conferences are scheduled at a time other than the in-service day designated for said conferences, teachers will be given release time as compensation on the in-service day when conferences are being held.
- (g) The normal work day for teachers who do not have before-school duties or after-school duties or meetings shall not exceed seven-and-one quarter (7-1/4) consecutive hours. This does not preclude the necessity to be available for staff meetings and conferences as deemed necessary by the building administrator or which are mandated by the state. Individual modifications to this provision may be made by mutual agreement between the teacher and the building administrator.
- (h) The BOARD agrees to provide duty free lunches for all teachers during the student day barring any temporary extraordinary or unusual circumstances. The length of a teacher's duty-free lunch shall be at least as long as his/her students' lunch period.

- 12.2 When a principal approves a teacher's use of his/her automobile when carrying out duties, the District shall reimburse the teacher at the applicable IRS mileage rate.
- 12.3 Prior to reassignment or transfer of a teacher, the administration and the teacher shall discuss the reassignment or transfer.
- (a) The Superintendent shall deliver to the Association and post in all school buildings in the Supervisory Union a list of the known vacancies which shall occur during the following year as soon as possible after these vacancies become available. The Supervisory Union shall provide updated information about vacancies to the Association on a monthly basis.
  - (b) Teachers who desire a change in grade and/or subject assignment must file a written statement of that desire with the Superintendent by the last day of the contracted year. The statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference.
  - (c) When a newly created position is established or a vacancy occurs after the last contracted work day the Superintendent shall notify by mail those teachers who hold the appropriate certification for that position and who have given written notice as described in paragraph (b). The Superintendent will expect a response within two (2) weeks of such notification.
  - (d) If an involuntary transfer is required, the Superintendent shall first seek a volunteer. If no volunteer is found, the administration shall make such reassignments as are necessary for the staffing of the school. The reassignment shall not be arbitrary or capricious.
- An involuntary reassignment shall be made only after a meeting between the teacher involved and the principal/supervisor at which time the teacher shall be notified of the reason thereof. Involuntary reassignment shall only occur within the school in which the teacher is currently employed.
- 12.4 A team composed of the elementary school students' present teachers and their upcoming teachers shall discuss and recommend placement of the students in their next classroom assignment. The principal shall be responsible for the final approval of the aforesaid placement.
- 12.5 Teachers will not be reprimanded, suspended, dismissed or not have their contracts renewed without just and sufficient cause.
- 12.6 A teacher who has been issued a temporary contract shall not be entitled to grieve the decision regarding the nonrenewal of his/her teaching contract nor shall she/he be entitled to the reduction in force or seniority provisions of this Agreement. The teacher shall be entitled to all other provisions of this Agreement. In the event that a teacher who is issued a temporary contract is re-employed by the BOARD, she/he shall be credited for the time employed under that temporary contract for purposes of salary and seniority.
- 12.7 Teachers with less than two (2) full years of service in the District will be on probationary status with no grievance right over dismissal or non-renewal, as long as each year the district has fulfilled its obligation to evaluate the probationary teacher according to the provisions of this contract. A teacher has the ability to grieve to Step III of the grievance procedure if the administration has not filled its obligation to evaluate the probationary teachers. However, the probationary teacher, or the Association on behalf of the probationary teacher, will have the right to grieve per Article 14 any violation of the Agreement during the probationary period.
- 12.8 Teachers may leave the building without requesting permission during their scheduled duty-free lunch period. However, as a matter of general practice, teachers are expected to be available in the building during planning periods. Teachers shall notify the building administrator, or an office secretary, upon leaving and returning.

- 12.9 Teachers who train and supervise more than two (2) assistants will be compensated at the rate of \$100 for each full-time additional assistant who is trained and supervised by that teacher.

### **ARTICLE XIII: CAREER CHANGE ASSISTANCE PROGRAM**

- 13.1 The Career Change Assistance program will be available through any school within the Supervisory Union only if its individual town Board affirmatively votes to adopt the program by November 1 in any year of this Agreement. The Career Change Assistance program will be available through the Windsor Northwest Supervisory Union only if the Supervisory Union Board affirmatively votes to adopt the program by December 1 in any year of this Agreement.
- 13.2 Notice of a teacher's intent to participate in this program must be made in writing and delivered to the Superintendent no later than January 1 in the teacher's final year of employment. This notice must be accompanied by a letter of resignation with an effective date of June 30 of the same year. If the number of applicants for this program exceeds the number the Board has voted to accept, decisions will be made on the basis of seniority.
- 13.3 Any teacher who has been employed on a full or part-time basis for at least fifteen (15) years within the Windsor Northwest Supervisory Union, and who elects to resign from his/her position according to the terms of this program, shall be paid an amount of money equal to eighty percent (80%) of his/her teaching salary paid for the year in which he/she elects to resign. This payment shall be based solely upon the annual teaching salary and shall not include any additional compensation the teacher may receive in the year preceding retirement. Any payment(s) made per the terms of this program shall be subject to all applicable payroll deductions.
- 13.4 Upon approval by the Board, the teacher may choose to receive payment in equal installments once each year during the three (3), four (4) or five (5) years immediately following the year of retirement. The choice of payment plan must be made upon notice of the teacher's intent to participate in this program. All payments shall be made on or before December 1 beginning in the fiscal year immediately following the expiration of the teacher's final teaching contract.
- 13.5 In addition, the Board agrees to pay the premium cost of a single membership in the health insurance plan at the current rate for the year in which the benefit is to be paid. This benefit shall be limited to the first year immediately following the teacher's retirement. If desired, the teacher may, at his/her own expense, elect additional health insurance coverage by paying the premium cost in excess of the single plan premium. Arrangements for payment of any additional insurance premium costs shall be established directly between the teacher and the Supervisory Union.

### **ARTICLE XIV: TEACHER EVALUATION**

- 14.1 As employees of the BOARD, teachers recognize that their job performance is subject to evaluation by the BOARD through its designated representative(s). The designated representative of the BOARD will be the Superintendent, the Special Education Coordinator, the Building Principal, or other professional educator qualified to judge teacher performance in the teacher's field.

The BOARD reserves the exclusive right to establish job performance standards and policies which will best serve the educational goals of the district, as well as the right to establish evaluation policies and procedures which will effectively assess the job performance of each teacher.

The intent of the evaluation policies and procedures will be to maintain or improve job performance and the quality of instruction. Teachers will be provided with copies of the standards, procedures and policies by the beginning of each school year.

- 14.2 Although teachers may be observed each year, in order to allow for more complete formal

evaluation of teachers, teachers will be placed on an evaluation cycle as follows:

- (a) Teachers in the first and second years of employment shall be formally evaluated twice each year. (V.S.A. T.16 §1752) First evaluations will be completed by October 31, and second evaluations will be completed by March 31.
- (b) After the completion of two (2) full years of employment, teachers will be formally evaluated at least once during every two (2) year period.
- (c) Information obtained from self-evaluation, peer evaluation, student assessment results and student curriculum assessment shall not be used in the formal evaluation of a teacher without further investigation. Such information which may have a bearing on a teacher's evaluation will be thoroughly investigated by the administrator, and the administrator's evaluation shall be controlling.

Self-evaluations, peer evaluations, student curriculum assessments, and complaints of any kind which are detrimental to a teacher shall be discarded if the administrator's investigation does not substantiate the original complaint.

14.3 The formal evaluation procedure used by the administration shall include the following basic elements:

- a. a pre-observation conference preceding the observation of a teacher's performance;
- b. the observation of the teacher's performance; and
- c. a conference to discuss the observation prior to the formal evaluation report. The conference shall take place within ten (10) days of each observation.

14.4 All monitoring or observation of work performance of a teacher will be conducted openly and with the full knowledge of the teacher.

- a. Observations may be made during a brief period of time and in situations other than the classroom. These observations will contribute to an annual written summative evaluation of job performance.
- b. For each teacher who is to be evaluated during the course of each year, the designated representative will submit a schedule indicating approximate times that observations will take place and by whom. The designated representative will visit the classroom of each teacher to be observed throughout the school year and at different time periods each visit so that, at year's end, a composite of a total school day will have been observed.

- 14.5
- a. Any written record of an observation will be presented to the teacher within twenty (20) days of the observation and then signed by the teacher before being placed in the teacher's file or becoming a part of the summative evaluation. It is understood that the teacher's signature does not indicate agreement with the contents of the report.
  - b. All written summative evaluations will be completed by the designated representative and discussed with the teacher by June 30 of each school year. The teacher will receive a copy of the evaluation and a signed copy will be placed in the teacher's file. Such reports shall not serve as the basis for any action adverse to the teacher unless the teacher has had the opportunity to participate in that conference.

14.6 If a teacher's evaluation is less than satisfactory, a plan will be agreed upon between the administrator and the teacher to help the teacher improve in a specific area in a specific time.

- (a) The plan will include, but not be limited to the following steps:
- STEP ONE: specified format observation periods
- STEP TWO: a written report of each specific observation made during the plan period will be discussed with the teacher and a signed copy placed in the teacher's file within ten (10) teaching days unless an agreement in writing between the teacher and administrator extends this deadline.
- (b) The plan may include the use of an appropriate specialist if either party requests it.
- (c) If no plan is agreed upon, the administration will stipulate a plan stating specific areas to be improved within a specific time.
- (d) Failure of a teacher to respond positively to the performance expectations stated in this plan may result in dismissal or non-renewal of contract.

### **ARTICLE XV: GRIEVANCE PROCEDURE**

- 15.1 A grievance shall mean a claim by a teacher, a group of teachers, or the ASSOCIATION that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Agreement.
- 15.2 A grievant or aggrieved person shall be one who institutes a grievance under this Agreement.
- 15.3 All time limits contained in this grievance procedure shall consist of school days, except that after the close of school, all days shall be weekdays, holidays excluded.
- 15.4 Grievants shall be entitled to representation by their ASSOCIATION or by any other representatives of the grievant's choice at all steps in the grievance procedure except that grievants shall not be represented by an administrative official of the school.
- 15.5 No grievance shall be entertained except in accordance with the procedures specified in this Agreement. Failure by the grievants to adhere to these procedures within the specified time periods shall render the grievance null and void. Failure of the appropriate administrative official to render a decision within the specified periods permits grievants to advance to the next step in the grievance procedure.
- 15.6 A grievance shall at all times and throughout all steps of this 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.
- 15.7 Nothing contained in this grievance procedure shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor before filing the matter as a formal grievance, and have the dispute adjusted without intervention of the ASSOCIATION, provided such adjustment is not inconsistent with the terms of this Agreement. Should such informal process fail to resolve the grievance, then a formal filing of the grievance shall be made in accordance with the following procedures.
- Step I The grievant shall forward a written copy of the grievance to the appropriate building principal, setting forth the specific problem being grieved, the Agreement provision(s) allegedly violated, and stating the redress sought. The principal shall arrange to meet, within seven (7) days of receipt of the grievance, with the aggrieved teacher and/or his /her representative. The principal shall render a decision in writing, including his reason,

within seven (7) days after the meeting. Copies of the decision will be given to the teacher and the ASSOCIATION. No grievance will be given consideration unless it is filed at Step I of this procedure within twenty-one (21) days after the grievant has knowledge of the occurrence that gave rise to the grievance.

**Step II** If the grievance is not resolved at Step I, or the grievant does not receive a response by the Step I deadline, the grievant may, within seven (7) days after the Step I decision, forward a written copy of the grievance to the Superintendent of Schools, indicating his/her dissatisfaction with the decision of the building principal and stating the redress sought. The Superintendent shall arrange for a meeting with the aggrieved teacher and/or his/her representative within seven (7) days of the receipt of the appeal. Each party shall have the right to include in its representation those witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have fourteen (14) days to render, in writing, his decision including his reasons, copies of which shall be sent to the grievant and the ASSOCIATION.

**Step III** If the grievance is not resolved at Step II, or the grievant does not receive a response by the Step II deadline, the grievant may, within seven (7) days after the Step II decision, forward the grievance, in writing, to the Chair of the BOARD, setting forth the reasons for his/her dissatisfaction with the Superintendent's decision and stating the redress sought. The BOARD shall meet with the aggrieved teacher and/or his/her representative within fourteen (14) days after the receipt of the grievance. Each party shall have the right to include such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Within seven (7) days of this hearing the BOARD shall render in writing their decision, copies of which shall be sent to the grievant and the ASSOCIATION.

**Step IV** If the grievance is not resolved at Step III, or the grievant does not receive a response by the Step III deadline, the grievant may, within seven (7) days after the Step III decision, bring the grievance before the ASSOCIATION for their determination as to whether the grievance has merit to be submitted to binding arbitration.

If the ASSOCIATION finds the grievance meritorious, it shall request binding arbitration. This request shall be made in writing, and shall be delivered in person or by registered or certified mail to the Superintendent of Schools within fifteen (15) days after the Step III decision. If the request for arbitration is not filed within fifteen (15) days the grievance will be deemed withdrawn.

The person of an arbitrator shall be determined by mutual agreement between the BOARD or their designated representatives and the ASSOCIATION or their designated representatives. Should the parties be unable to agree upon an arbitrator, then an arbitrator will be requested from the American Arbitration Association.

16.8 Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties. The arbitrator shall have no power to alter or amend the terms of this Agreement. However, the arbitrator shall be empowered to include in any award financial reimbursement or other remedies as she/he shall judge to be proper, save that the arbitrator shall not require the BOARD to perform any act contrary to state and federal statute. Decisions of the arbitrator shall be final. Should any party desire a transcript of the proceedings in arbitration, that party shall bear the full cost of that transcript, including the cost of providing a copy to the other party.

16.9 The BOARD, the administration, and the ASSOCIATION agree to cooperate in the investigation of any grievance, and further agree to furnish each other with any information required which is established to be pertinent to the proceeding of a dispute presently being grieved.

16.10 No reprisals of any kind will be taken by the BOARD or the ASSOCIATION against any teacher, administrator, or school board member because of his/her participation in this grievance procedure. Under no circumstance shall students who are minor be involved in the hearing of, or

resolution of, a grievance, unless written consent from a parent or guardian is filed with the Superintendent of Schools in advance.

16.11 A grievance may be withdrawn or settled at any level without establishing a precedent.

#### **ARTICLE XVI: SEVERABILITY**

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

#### **ARTICLE XVII: COMPLETE AGREEMENT**

This Agreement is a complete agreement between the parties, covering all mandatory subjects of negotiation. The parties contracting agree that relations between them shall be governed by the terms of this Agreement only. No prior agreement or understanding, oral or written, shall be controlling or in any way affect the relations between the parties except where those agreements have been reduced to writing by the mutual consent of both parties.

#### **ARTICLE XVIII: NO STRIKE/NO LOCKOUT**

The Association will not call, cause, assist, encourage, participate in, condone, ratify, sanction or support any strike, sit-down, slow-down, picketing, boycott, or stoppage of work, or any other direct or indirect interference with the operations of the District while this Agreement is in effect. This shall not prohibit informational picketing or the exercise of other constitutionally protected free speech rights, but is intended to prohibit activity directed towards interference with school district operations. The Board will not initiate any lockout procedures while this Agreement is in effect.

#### **ARTICLE XIX: DURATION**

The provisions of this Agreement shall be effective from July 1, 2009, and will continue in full force and effect until June 30, 2012. This Agreement will automatically be renewed and continued in full force and effect for another year beyond the termination date of the Agreement, and similarly from year to year thereafter, unless the BOARD or the ASSOCIATION shall give written notice to the other stating their desire to negotiate a successor Agreement in accordance with Chapter 57 of 16 V.S.A. This notice shall be given not later than October 1 prior to the expiration of the current agreement.

## 2009/2010 SALARY SCHEDULE

STEP	BA	BA+15	BA+30	B45/MA	B60/M15	B75/M30
	1	2	3	4	5	6
1	\$29,509	\$30,689	\$31,870	\$33,050	\$34,230	\$35,411
2	\$30,571	\$31,752	\$32,932	\$34,112	\$35,293	\$36,473
3	\$31,634	\$32,814	\$33,994	\$35,175	\$36,355	\$37,535
4	\$32,696	\$33,876	\$35,057	\$36,237	\$37,417	\$38,598
5	\$33,758	\$34,939	\$36,119	\$37,299	\$38,480	\$39,660
6	\$34,821	\$36,001	\$37,181	\$38,362	\$39,542	\$40,722
7	\$35,883	\$37,063	\$38,244	\$39,424	\$40,604	\$41,785
8	\$36,945	\$38,126	\$39,306	\$40,486	\$41,667	\$42,847
9	\$38,008	\$39,188	\$40,368	\$41,549	\$42,729	\$43,909
10	\$39,070	\$40,250	\$41,431	\$42,611	\$43,791	\$44,972
11	\$40,132	\$41,313	\$42,493	\$43,673	\$44,854	\$46,034
12	\$41,195	\$42,375	\$43,555	\$44,736	\$45,916	\$47,096
13	\$42,257	\$43,437	\$44,618	\$45,798	\$46,978	\$48,159
14	\$43,319	\$44,500	\$45,680	\$46,860	\$48,041	\$49,221
15	\$44,382	\$45,562	\$46,742	\$47,923	\$49,103	\$50,283
16	\$45,444	\$46,624	\$47,805	\$48,985	\$50,165	\$51,346
17	\$46,506	\$47,687	\$48,867	\$50,047	\$51,228	\$52,408
18	\$47,569	\$48,749	\$49,929	\$51,110	\$52,290	\$53,470
19	\$49,693	\$50,874	\$52,054	\$53,234	\$54,415	\$55,595

FY09 & FY10 stipend employees *					\$55,503	\$57,263
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Step increase only; Each teacher retains the salary paid during 2009/2010

\* A teacher who is on at least their second year at max step in column 5(B50/M15) will receive a 2% stipend for a contract salary of \$55503. A teacher who is on at least their second year at max step in column 6 (B75/M30) will receive a 3% stipend for a contract salary of \$57263.

## 2010/2011 SALARY SCHEDULE

STEP	BA	BA+15	BA+30	B45/MA	B60/M15	B75/M30
	1	2	3	4	5	6
1	\$29,509	\$30,689	\$31,870	\$33,050	\$34,230	\$35,411
2	\$30,571	\$31,752	\$32,932	\$34,112	\$35,293	\$36,473
3	\$31,634	\$32,814	\$33,994	\$35,175	\$36,355	\$37,535
4	\$32,696	\$33,876	\$35,057	\$36,237	\$37,417	\$38,598
5	\$33,758	\$34,939	\$36,119	\$37,299	\$38,480	\$39,660
6	\$34,821	\$36,001	\$37,181	\$38,362	\$39,542	\$40,722
7	\$35,883	\$37,063	\$38,244	\$39,424	\$40,604	\$41,785
8	\$36,945	\$38,126	\$39,306	\$40,486	\$41,667	\$42,847
9	\$38,008	\$39,188	\$40,368	\$41,549	\$42,729	\$43,909
10	\$39,070	\$40,250	\$41,431	\$42,611	\$43,791	\$44,972
11	\$40,132	\$41,313	\$42,493	\$43,673	\$44,854	\$46,034
12	\$41,195	\$42,375	\$43,555	\$44,736	\$45,916	\$47,096
13	\$42,257	\$43,437	\$44,618	\$45,798	\$46,978	\$48,159
14	\$43,319	\$44,500	\$45,680	\$46,860	\$48,041	\$49,221
15	\$44,382	\$45,562	\$46,742	\$47,923	\$49,103	\$50,283
16	\$45,444	\$46,624	\$47,805	\$48,985	\$50,165	\$51,346
17	\$46,506	\$47,687	\$48,867	\$50,047	\$51,228	\$52,408
18	\$47,569	\$48,749	\$49,929	\$51,110	\$52,290	\$53,470
19	\$49,693	\$50,874	\$52,054	\$53,234	\$54,415	\$55,595
Side agreement*					\$55,503	\$57,263
FY11 no step	\$50,693	\$51,874	\$53,054	\$54,234		
FY09 & FY10 stipend employees					\$56,503	\$58,263

There will be no new stipends. Teachers eligible for step increase shall move one step on the salary schedule as of July 1, 2010. Each teacher who did not receive a step increase (i.e., those teachers whose step number or salary did not change from 2009/2010 to 2010/2011) shall receive a salary increase of \$1,000.

\* A side agreement was developed after the contract was agreed to ensure no teacher's salary decreased with the implementation of the salary schedules. This impacted two teachers.

## 2011/2012 SALARY SCHEDULE

STEP	BA	BA+15	BA+30	B45/MA	B60/M15	B75/M30
	1	2	3	4	5	6
1	\$30,025	\$31,226	\$32,428	\$33,628	\$34,829	\$36,031
2	\$31,106	\$32,308	\$33,508	\$34,709	\$35,911	\$37,111
3	\$32,188	\$33,388	\$34,589	\$35,791	\$36,991	\$38,192
4	\$33,268	\$34,469	\$35,670	\$36,871	\$38,072	\$39,273
5	\$34,349	\$35,550	\$36,751	\$37,952	\$39,153	\$40,354
6	\$35,430	\$36,631	\$37,832	\$39,033	\$40,234	\$41,435
7	\$36,511	\$37,712	\$38,913	\$40,114	\$41,315	\$42,516
8	\$37,592	\$38,793	\$39,994	\$41,195	\$42,396	\$43,597
9	\$38,673	\$39,874	\$41,074	\$42,276	\$43,477	\$44,677
10	\$39,754	\$40,954	\$42,156	\$43,357	\$44,557	\$45,759
11	\$40,834	\$42,036	\$43,237	\$44,437	\$45,639	\$46,840
12	\$41,916	\$43,117	\$44,317	\$45,519	\$46,720	\$47,920
13	\$42,996	\$44,197	\$45,399	\$46,599	\$47,800	\$49,002
14	\$44,077	\$45,279	\$46,479	\$47,680	\$48,882	\$50,082
15	\$45,159	\$46,359	\$47,560	\$48,762	\$49,962	\$51,163
16	\$46,239	\$47,440	\$48,642	\$49,842	\$51,043	\$52,245
17	\$47,320	\$48,522	\$49,722	\$50,923	\$52,124	\$53,325
18	\$48,401	\$49,602	\$50,803	\$52,004	\$53,205	\$54,406
19	\$50,563	\$51,764	\$52,965	\$54,166	\$55,367	\$56,568
FY11 side agreement employees					\$56,474	\$58,265
FY11 no step employees	\$51,580	\$52,782	\$53,982	\$55,183		
FY09 & FY10 stipend employees					\$57,492	\$59,283

There will be no new stipends. No teacher will receive a step increase in 2011/2012 (i.e., teachers will be kept on their 2010/2011 step number). Each teacher, whether on or off the salary schedule, will receive a salary increase of 1.75% effective July 1, 2011.

## APPENDIX B

### Athletics and Extracurricular Stipends

(Offered only when Sport/Activity is deemed viable by Administrator/Supervisor and is not part of the scheduled school day classes or duties)

If the administration permits a new athletic or other extracurricular activity (not already in APPENDIX B) to be held for one year, and it is approved for the second year, it will be placed on the APPENDIX B in an appropriate category and the coach or advisor paid accordingly.

**Base Contract** \$ 29,509

#### Athletics

	<b>% Of Base</b>	<b>Stipend Amount</b>
<b><u>Group A</u></b>	9%	\$ 2,656
Varsity Basketball (B)		
Varsity Basketball (G)		
<b><u>Group B</u></b>	7%	\$ 2,066
Varsity Soccer (B)		
Varsity Soccer (G)		
Varsity Baseball		
Varsity Softball		
Cross-Country		
<b><u>Group C</u></b>	6%	\$ 1,771
JV Basketball (B)		
JV Basketball (G)		
Track & Field		
<b><u>Group D</u></b>	4%	\$ 1,180
JH/MS Basketball (B)		
JH/MS Basketball (G)		
JH/MS Soccer (B)		
JH/MS Soccer (G)		
JH/MS Softball		
Cheerleading (Varsity)		
Varsity Golf		
<b><u>Group E</u></b>	1%	\$ 295
ES Basketball		
ES Soccer		
Athletic Director	12%	\$ 3,541

#### Extracurricular

<b><u>Group F</u></b>		
Yearbook (inc. photos)	6.00%	\$ 1,771
Yearbook (no photos)	1.00%	\$ 295
Senior Project	2.50%	\$ 738

School Newspaper	2.00%	\$	590
Class Advisors (JR(2) / SR(2))	3.00%	\$	885
Student Council	2.50%	\$	738
3 Act Play	2.75%	\$	811
Music Director	2.75%	\$	811
1 Act Play	2.75%	\$	811
Other Drama (competition)	2.75%	\$	811

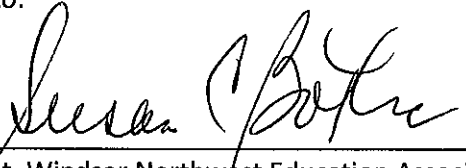
5/09/11

This is an addendum to the Master Agreement between the Windsor Northwest Education Association and the Boards of School Directors of Bethel, Rochester, Stockbridge, and the Windsor Northwest Supervisory Union, 2009-12.

There are two teachers, one in the B60/M16 column Catherine Kenyon and one in the B75/M30 column Sandy Barry, who reached max step of these columns in 2009-2010. It was not the intention of either the Board or the Association that any individual would receive a lower salary than they had already received for the current (2010-11) school year as a result of the tentative agreement for a 2009-12 Master Agreement reached on March 16, 2011. To ensure this does not occur, the parties agree that:

- A teacher who reached max step (Step 19) in the B60/M15 column during the 2009-2010 school year. Catherine Kenyon has received a two percent (2%) stipend during the 2010-11 school year (\$1,068 ).
- A teacher who reached max step (Step 19) in the B75/M30 column during the 2009-2010 school year. Sandy Barry has received a three percent (3%) stipend during the 2010-11 school year (\$1,637 ).
- These two teachers, Catherine Kenyon and Sandy Barry, will not receive the \$1000.00 stipend.

Agreed to:

  
 \_\_\_\_\_  
 President, Windsor Northwest Education Association

6/17/11  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 For the Rochester School Board

6/17/2011  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 For the Bethel School Board

6/17/2011  
 \_\_\_\_\_  
 Date

IN WITNESS WHEREOF, the parties hereto set their hands and seals.

Duly authorized:

For the Bethel Board:

David L. Kelly

Date: 6/17/2011

For the Rochester Board:

Gregory A. White

Date: 6/15/11

For the Stockbridge Board:

Steve

Date: 6/29/11

For the Windsor NW Board:

R. Ford

Date: 6/29/11

For the East Branch Education Association:

Alan L. White  
Leri L. Harris

Date: 6/17/11  
6/17/11

Date: \_\_\_\_\_

For the Upper Valley Teachers Association:

Carol Cronce

Date: 6/17/11

Date: \_\_\_\_\_