

MASTER AGREEMENT

MEDIATED SETTLEMENT

BETWEEN THE

WINDSOR NORTHWEST EDUCATION ASSOCIATION

AND THE

**BOARDS OF SCHOOL DIRECTORS OF BETHEL,
GRANVILLE, HANCOCK, ROCHESTER,
STOCKBRIDGE, THE VILLAGE SCHOOL**

AND THE

BOARD OF SCHOOL DIRECTORS OF THE WINDSOR

NORTHWEST SUPERVISORY UNION

The above referenced parties met before Bonnie J. McSpirit, Mediator, to resolve their contractual differences. Therefore the parties agree to the following all tentative articles agreed to prior to the mediation are incorporated into this settlement and that the Agreement is retro-active to July 1, 2004.

2004-2008

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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, Granville, Hancock, Rochester, Stockbridge, The Village School (Hancock/Granville joint school district), 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, Granville, Hancock, Rochester, Stockbridge, The Village School (Hancock/Granville joint school district), 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, Granville, Hancock, Rochester, Stockbridge, The Village School, (Hancock/Granville joint school district), 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, Granville, Hancock, Rochester, Stockbridge, The Village School (Hancock/Granville Joint School District), 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 or support 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 or administrator engaged in activities protected by 16 V.S.A. Chapter 57.
- 2.4 Teachers will not be reprimanded in writing, suspended, dismissed or not have their contracts renewed without just and sufficient cause.
- 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. If 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; and
 - salaries and experience figures.

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.

- 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 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 XI or Article XIII 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. Either party, by written notice to the other, may change the address at which further written notice to it shall be given.

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.
 - c)
 - 1-a) 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.
 - 1-b) In the event of a staff reduction in a departmentalized 6th 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.)

- 2) 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.
- 3) 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.
- 4) 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.

- 5.3 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 certified and qualified, 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.
- 5.5 Seniority will be computed 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 computed 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. 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 computing seniority. When seniority is equal, ability to perform the work in question as determined by the Superintendent will be the deciding factor.
- 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.

ARTICLE VI. PROFESSIONAL DEVELOPMENT

- 6.1 The BOARD agrees to provide funds for each teacher equivalent to two (2) three (3) credit courses per year with the dollar amount not to exceed the current UVM tuition rate. These funds

may be utilized by the teacher for graduate level coursework, conferences, workshops or any combination thereof.

- 6.2 The course, workshop, or conference 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 currently teaching, or to those who are under contract to teach, in the Bethel, Granville, Hancock, Rochester, Stockbridge, or The Village School (Hancock/Granville Joint School District), schools and/or the Windsor Northwest Supervisory Union during the succeeding year, if the courses are to be taken in the summer.
- 6.4 The BOARD shall provide teachers with 100% of the tuition cost for the course, workshop, or conference fee when payment is due according to the following conditions:
- a) Prior approval has been obtained from the Local Standards Board, direct supervisor, and/or the Superintendent; and/or
 - b) Proof of payment and evidence of satisfactory completion are submitted to the Superintendent.
 - c) Advance disbursement to the college or workshop or training provider for approved coursework, etc., may be obtained by special written request to the Superintendent. The applicant must agree to sign a contract permitting the school district to withhold the cost of the course or workshop from the individual's salary if the course is not completed and verified according to the above stipulations (Articles 6.1 through 6.4a). The teacher may choose to have such withholdings 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 pay checks.
 - d) A teacher may elect to pay for a course, workshop, or training him/herself and receive approval according to the above stipulations (Articles 6.1 through 6.4b) to have the district reimburse him/her for those costs.
 - e) In any method of payment provided in this article (Art. 6.4, payment to teacher when payment is due; 6.4c, advance disbursement; 6.4d, repayment to teacher) the district shall be responsible only for the actual cost of the course, workshop or 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 provider, the district shall repay the teacher only the actual cost of the course, workshop or training.
- 6.5 Salary determination shall be based on degree and graduate credits accumulated and proof of course completion according to the schedule set forth in Article 10.3. Evidence of satisfactory course completion for this purpose must be provided to the Superintendent no later than forty-five (45) days following the issuance of grade or similar official notification.

Notification of a teacher's intent to earn graduate credit which will qualify that teacher for a column change on the salary schedule shall be provided to the Superintendent by January 1 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 or workshop 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.

ARTICLE VII-TEMPORARY LEAVES OF ABSENCE

7.1 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.

7.2 Sick Leave

- (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. 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.

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 when there is reason to believe the used sick leave has not been for a bona fide illness.

- (c) Unused sick leave shall accumulate from year to year to a maximum of ninety (90) days at which time the disability insurance provided by the District will take effect. (see Article 9.5)

Those teachers who have accumulated sick leave in excess of ninety (90) days may utilize such leave to complement 33.3% of monthly earnings while on disability leave.

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

- (d) On June 30th 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.

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:

7.2-A No person may receive more than thirty (30) additional sick leave days per school year.

7.2-B The recipient must have exhausted all accrued personal sick leave.

- 7.2-C 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.
- 7.2-D The recipient must provide a doctor's certification of medical illness. At the option of the Board a second opinion may be required.
- 7.2-E There shall be no additional sick leave days for elective medical procedures that are not health related.
- 7.2-F A teacher donating his/her sick leave days must retain a minimum of 12 sick leave days in their accumulation after having donated days.

7.3 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, or 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.

7.4 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.

7.5 Discretionary Paid Leave

The principal or supervisor may grant up to three (3) days of paid leave for times of emergencies and for bereavement. Reasons for applying for discretionary leave may be given verbally rather than in writing. If necessary, approval may be sought through the Superintendent and/or Board for additional days.

7.6 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.

7.7 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. Any compensation 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.

ARTICLE VIII - EXTENDED LEAVES OF ABSENCE

8.1 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 8.2 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).

8.2 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 no more than six (6) weeks of accumulated paid leave in conformance with the above referenced statute or the terms of this Agreement (7.2). Said teacher shall notify the Superintendent in writing of his or her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which his or her leave is to begin.

8.3 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 if it is confident that a suitable replacement can be found

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. If there is no hiring of teachers at that time, when hiring does begin again, if said teacher is qualified, seniority will be the criterion for rehiring the teacher. The BOARD may hire substitute teachers for teachers on leave of absence under non-renewable individual contracts which provide for the substitute's termination upon the

return of the teacher from leave.

- (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 IX - INSURANCE

9.1 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:

	Year 1	Year 2	Year 3	Year 4
<u>Dual Option Plan</u>				
Family	87%	87%	87%	86%
2 Person	89%	89%	88%	87%
Single	95%	94%	93%	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.

- 9.2 The BOARD shall carry Workers' Compensation Insurance for the protection of all teachers.
- 9.3 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.
- 9.4 At the discretion of a teacher who is otherwise covered by health insurance, the BOARD will pay that teacher seven hundred-fifty (\$750.00) 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 coverage.
- 9.5 The BOARD agrees to provide disability insurance benefits as outlined in the Unum 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 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 it's 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.

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

ARTICLE X SALARIES

10.1 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.

10.2 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.

10.3 No teacher shall move to a higher salary column unless she/he has earned the credits specified for such column. Lane 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.

- 10.4 Teachers employed on a permanent part-time basis shall have their salary prorated for the actual time for which they are actively engaged in teaching. All other benefits of this Agreement will also be prorated (as allowed) based on the actual time for which part-time teachers are employed.
- 10.5 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 XI TEACHER EMPLOYMENT

- 11.1 (a) Beginning in the 2004-2005 school year 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.

<u>YEAR</u>	<u>TEACHING DAYS</u>	<u>INSERVICE DAYS</u>
2004-05	178	6
2005-06	178	6
2006-07	178	6
2007-08	178	6

The BOARD and the ASSOCIATION may agree to additional days at a per diem rate of the teacher's regular pay.

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.

- (b) A teacher's primary duty shall be to instruct; however, teachers are also responsible for professional growth and for participation in appropriate program development.
- (c) 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, ≥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.
- (d) A team composed of teachers' representatives and the administration shall meet and discuss the scheduling of appropriate planning 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 recess) per day of planning time shall be made available to all teachers, barring extraordinary or unusual circumstances.
- (e) 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.

- (f) 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.
 - (g) The BOARD agrees to provide reasonable duty free lunches for all teachers during the student day barring any extraordinary or unusual circumstances.
- 11.2 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.
- 11.3 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.
 - (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.
- 11.4 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.
- 11 .5 During the term of a teacher's individual contract, the teacher may be disciplined, suspended, dismissed or non-renewed by the BOARD for just cause.
- 11 .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.
- 11 .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 policy(ies) of the District (re-written with reference to 13.2 of the CBA). A teacher has the ability to grieve to

Step III of the grievance procedure if the School Board has not filled it's 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 any violation of the Agreement during the probationary period.

- 11 .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.
- 11 .9 Teachers who train, supervise and evaluate more than two (2) assistants will be compensated at the rate of \$100 for each full-time additional assistant who is trained, supervised and evaluated by that teacher.

ARTICLE XII CAREER CHANGE ASSISTANCE PROGRAM

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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 XIII TEACHER EVALUATION

- 13.1 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 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.

13.2 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)
- (b) After the completion of two (2) full years of employment, teachers will be formally evaluated at least once during every three (3) 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.

13.3 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.

13.4 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.

13.5 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.
- 13.6 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 XIV . GRIEVANCE PROCEDURE

- 14.1 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.
- 14.2 A grievant or aggrieved person shall be one who institutes a grievance under this Agreement.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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, 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, 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, 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.

14.8 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.

- 14.9 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.
- 14.10 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.
- 14.11 A grievance may be withdrawn or settled at any level without establishing a precedent.

ARTICLE XV - 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 XVI . 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 XVII . 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 XVIII . DURATION

The provisions of this Agreement shall be effective from July 1, 2004, and will continue in full force and effect until June 30, 2008. 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.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on this _____ day of _____, 2005.

Duly authorized:

For the Bethel Board:

_____ Date: _____

For the Granville Board:

_____ Date: _____

For the Hancock Board:

_____ Date: _____

For the Village Board:

_____ Date: _____

For the Rochester Board:

_____ Date: _____

For the Stockbridge Board:

_____ Date: _____

For the Windsor NW Board:

_____ Date: _____

For the East Branch Education Association:

_____ Date: _____

_____ Date: _____

For the Upper Valley Teachers Association:

_____ Date: _____

_____ Date: _____

APPENDIX A

FY 2004-2005

FY05 Step	4.00% BA	BA+15	BA+30	BA+45 MA	BA+60 MA+15	BA+75 MA+30
1	26,634	27,699	28,764	29,830	30,895	31,960
3.60%	1.000	1.040	1.080	1.120	1.160	1.200
2	27,592	28,658	29,723	30,788	31,854	32,919
-	1.036	1.076	1.116	1.156	1.196	1.236
3	28,551	29,617	30,682	31,747	32,813	33,878
-	1.072	1.112	1.152	1.192	1.232	1.272
4	29,510	30,575	31,641	32,706	33,771	34,837
-	1.108	1.148	1.188	1.228	1.268	1.308
5	30,469	31,534	32,600	33,665	34,730	35,796
-	1.144	1.184	1.224	1.264	1.304	1.344
6	31,428	32,493	33,558	34,624	35,689	36,754
-	1.180	1.220	1.260	1.300	1.340	1.380
7	32,386	33,452	34,517	35,582	36,648	37,713
-	1.216	1.256	1.296	1.336	1.376	1.416
8	33,345	34,411	35,476	36,541	37,607	38,672
-	1.252	1.292	1.332	1.372	1.412	1.452
9	34,304	35,369	36,435	37,500	38,565	39,631
-	1.288	1.328	1.368	1.408	1.448	1.488
10	35,263	36,328	37,394	38,459	39,524	40,590
-	1.324	1.364	1.404	1.444	1.484	1.524
11	36,222	37,287	38,352	39,418	40,483	41,548
-	1.360	1.400	1.440	1.480	1.520	1.560
12	37,180	38,246	39,311	40,377	41,442	42,507
-	1.396	1.436	1.476	1.516	1.556	1.596
13	38,139	39,205	40,270	41,335	42,401	43,466
-	1.432	1.472	1.512	1.552	1.592	1.632
14	39,098	40,163	41,229	42,294	43,359	44,425
-	1.468	1.508	1.548	1.588	1.628	1.668
15	40,057	41,122	42,188	43,253	44,318	45,384
-	1.504	1.544	1.584	1.624	1.664	1.704
16	41,016	42,081	43,146	44,212	45,277	46,342
-	1.540	1.580	1.620	1.660	1.700	1.740
17	41,975	43,040	44,105	45,171	46,236	47,301
-	1.576	1.616	1.656	1.696	1.736	1.776
18	42,933	43,999	45,064	46,129	47,195	48,260
-	1.612	1.652	1.692	1.732	1.772	1.812
19	44,851	45,916	46,982	48,047	49,112	50,178
-	1.684	1.724	1.764	1.804	1.844	1.884

APPENDIX A

FY 2005-2006

FY06 Step	4.00% BA	BA+15	BA+30	BA+45 MA	BA+60 MA+15	BA+75 MA+30
1	27,264	28,354	29,445	30,535	31,626	32,716
3.60%	1.000	1.040	1.080	1.120	1.160	1.200
2	28,245	29,336	30,426	31,517	32,607	33,698
	1.036	1.076	1.116	1.156	1.196	1.236
3	29,226	30,317	31,408	32,498	33,589	34,679
	1.072	1.112	1.152	1.192	1.232	1.272
4	30,208	31,299	32,389	33,480	34,570	35,661
	1.108	1.148	1.188	1.228	1.268	1.308
5	31,189	32,280	33,371	34,461	35,552	36,642
	1.144	1.184	1.224	1.264	1.304	1.344
6	32,171	33,261	34,352	35,443	36,533	37,624
	1.180	1.220	1.260	1.300	1.340	1.380
7	33,152	34,243	35,334	36,424	37,515	38,605
	1.216	1.256	1.296	1.336	1.376	1.416
8	34,134	35,224	36,315	37,406	38,496	39,587
	1.252	1.292	1.332	1.372	1.412	1.452
9	35,115	36,206	37,296	38,387	39,478	40,568
	1.288	1.328	1.368	1.408	1.448	1.488
10	36,097	37,187	38,278	39,369	40,459	41,550
	1.324	1.364	1.404	1.444	1.484	1.524
11	37,078	38,169	39,259	40,350	41,441	42,531
	1.360	1.400	1.440	1.480	1.520	1.560
12	38,060	39,150	40,241	41,331	42,422	43,513
	1.396	1.436	1.476	1.516	1.556	1.596
13	39,041	40,132	41,222	42,313	43,404	44,494
	1.432	1.472	1.512	1.552	1.592	1.632
14	40,023	41,113	42,204	43,294	44,385	45,476
	1.468	1.508	1.548	1.588	1.628	1.668
15	41,004	42,095	43,185	44,276	45,366	46,457
	1.504	1.544	1.584	1.624	1.664	1.704
16	41,986	43,076	44,167	45,257	46,348	47,439
	1.540	1.580	1.620	1.660	1.700	1.740
17	42,967	44,058	45,148	46,239	47,329	48,420
	1.576	1.616	1.656	1.696	1.736	1.776
18	43,949	45,039	46,130	47,220	48,311	49,401
	1.612	1.652	1.692	1.732	1.772	1.812
19	45,912	47,002	48,093	49,183	50,274	51,364
	1.684	1.724	1.764	1.804	1.844	1.884

APPENDIX A

FY 2006 – 2007

FY07 Step	4.00% BA	BA+15	BA+30	BA+45 MA	BA+60 MA+15	BA+75 MA+30
1	28,078	29,201	30,325	31,448	32,571	33,694
3.60%	1.000	1.040	1.080	1.120	1.160	1.200
2	29,089	30,212	31,335	32,458	33,582	34,705
	1.036	1.076	1.116	1.156	1.196	1.236
3	30,100	31,223	32,346	33,469	34,592	35,716
	1.072	1.112	1.152	1.192	1.232	1.272
4	31,111	32,234	33,357	34,480	35,603	36,726
	1.108	1.148	1.188	1.228	1.268	1.308
5	32,122	33,245	34,368	35,491	36,614	37,737
	1.144	1.184	1.224	1.264	1.304	1.344
6	33,132	34,255	35,379	36,502	37,625	38,748
	1.180	1.220	1.260	1.300	1.340	1.380
7	34,143	35,266	36,389	37,513	38,636	39,759
	1.216	1.256	1.296	1.336	1.376	1.416
8	35,154	36,277	37,400	38,523	39,646	40,770
	1.252	1.292	1.332	1.372	1.412	1.452
9	36,165	37,288	38,411	39,534	40,657	41,780
	1.288	1.328	1.368	1.408	1.448	1.488
10	37,176	38,299	39,422	40,545	41,668	42,791
	1.324	1.364	1.404	1.444	1.484	1.524
11	38,186	39,310	40,433	41,556	42,679	43,802
	1.360	1.400	1.440	1.480	1.520	1.560
12	39,197	40,320	41,443	42,567	43,690	44,813
	1.396	1.436	1.476	1.516	1.556	1.596
13	40,208	41,331	42,454	43,577	44,701	45,824
	1.432	1.472	1.512	1.552	1.592	1.632
14	41,219	42,342	43,465	44,588	45,711	46,835
	1.468	1.508	1.548	1.588	1.628	1.668
15	42,230	43,353	44,476	45,599	46,722	47,845
	1.504	1.544	1.584	1.624	1.664	1.704
16	43,241	44,364	45,487	46,610	47,733	48,856
	1.540	1.580	1.620	1.660	1.700	1.740
17	44,251	45,374	46,498	47,621	48,744	49,867
	1.576	1.616	1.656	1.696	1.736	1.776
18	45,262	46,385	47,508	48,632	49,755	50,878
	1.612	1.652	1.692	1.732	1.772	1.812
19	47,284	48,407	49,530	50,653	51,776	52,899
	1.684	1.724	1.764	1.804	1.844	1.884

APPENDIX A

FY 2007 – 2008

FY08 Step	4.00% BA	BA+15	BA+30	BA+45 MA	BA+60 MA+15	BA+75 MA+30
1	28,963	30,122	31,280	32,439	33,597	34,756
3.60%	1.000	1.040	1.080	1.120	1.160	1.200
2	30,006	31,164	32,323	33,482	34,640	35,799
	1.036	1.076	1.116	1.156	1.196	1.236
3	31,049	32,207	33,366	34,524	35,683	36,841
	1.072	1.112	1.152	1.192	1.232	1.272
4	32,091	33,250	34,408	35,567	36,725	37,884
	1.108	1.148	1.188	1.228	1.268	1.308
5	33,134	34,292	35,451	36,610	37,768	38,927
	1.144	1.184	1.224	1.264	1.304	1.344
6	34,177	35,335	36,494	37,652	38,811	39,969
	1.180	1.220	1.260	1.300	1.340	1.380
7	35,219	36,378	37,536	38,695	39,853	41,012
	1.216	1.256	1.296	1.336	1.376	1.416
8	36,262	37,421	38,579	39,738	40,896	42,055
	1.252	1.292	1.332	1.372	1.412	1.452
9	37,305	38,463	39,622	40,780	41,939	43,097
	1.288	1.328	1.368	1.408	1.448	1.488
10	38,347	39,506	40,664	41,823	42,981	44,140
	1.324	1.364	1.404	1.444	1.484	1.524
11	39,390	40,549	41,707	42,866	44,024	45,183
	1.360	1.400	1.440	1.480	1.520	1.560
12	40,433	41,591	42,750	43,908	45,067	46,225
	1.396	1.436	1.476	1.516	1.556	1.596
13	41,475	42,634	43,792	44,951	46,109	47,268
	1.432	1.472	1.512	1.552	1.592	1.632
14	42,518	43,677	44,835	45,994	47,152	48,311
	1.468	1.508	1.548	1.588	1.628	1.668
15	43,561	44,719	45,878	47,036	48,195	49,353
	1.504	1.544	1.584	1.624	1.664	1.704
16	44,603	45,762	46,920	48,079	49,238	50,396
	1.540	1.580	1.620	1.660	1.700	1.740
17	45,646	46,805	47,963	49,122	50,280	51,439
	1.576	1.616	1.656	1.696	1.736	1.776
18	46,689	47,847	49,006	50,164	51,323	52,481
	1.612	1.652	1.692	1.732	1.772	1.812
19	48,774	49,933	51,091	52,250	53,408	54,567
	1.684	1.724	1.764	1.804	1.844	1.884

APPENDIX B Athletics and Extracurricular Stipends 2004-2008

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

The Board and the Association agree to form a committee in the 2004-2005 school year consisting of three (3) administrators to be appointed by the Superintendent, one (1) Association representative and two (2) teachers at large to compose job descriptions for each position in Appendix B. These job descriptions will be finalized prior to contracts being issued for these positions.

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.

		Athletics			
Contract Year		2004-2005	2005-2006	2006-2007	2007-2008
	%	\$26,634	\$27,264	\$28,078	\$28,963
Base Contract	of base				
<u>Group A</u>	9%	2,397	2,454	2,527	2,607
Varsity Basketball (B)					
Varsity Basketball (G)					
<u>Group B</u>	7%	1,864	1,908	1,965	2,027
Varsity Soccer (B)					
Varsity Soccer (G)					
Varsity Baseball					
Varsity Softball					
Cross-Country					
<u>Group C</u>	6%	1,598	1,636	1,685	1,738
JV Basketball (B)					
JV Basketball (G)					
Track & Field					
<u>Group D</u>	4%	1,065	1,091	1,123	1,159
JH/MS Basketball (B)					
JH/MS Basketball (G)					
JH/MS Soccer (B)					
JH/MS Soccer (G)					
JH/MS Softball					
Cheerleading (Varsity)					
Varsity Golf					
<u>Group E</u>	1%	266	273	281	290
ES Basketball					
ES Soccer					
<u>Athletic Director</u>	12%	3,196	3,272	3,369	3,476

Extracurricular

Contract Year		2004-2005	2005-2006	2006-2007	2007-2008
Base Contract	% of base	\$26,634	\$27,264	\$28,078	\$28,963
<u>Group F</u>					
Yearbook (inc. photos)	6.00%	1,598	1,636	1,685	1,738
<u>Yearbook (no photos)</u>	1.00%	266	273	281	290
Senior Project	2.50%	666	682	702	724
School Newspaper	2.00%	533	545	562	579
Class Advisors (JR(2) / SR(2))	3.00%	799	818	842	869
Student Council	2.50%	666	682	702	724
3 Act Play	2.75%	732	750	772	796
<u>Music Director</u>	2.75%	732	750	772	796
1 Act Play	2.75%	732	750	772	796
Other Drama (competition)	2.75%	732	750	772	796