

**BOARD PROPOSALS TO AMEND THE**

**Collective Bargaining Agreement**

**Between the**

**Cabot Teachers' Association,**

**The Twinfield Education Association**

**And the**

**Washington Northeast Supervisory Union,  
Cabot, and Twinfield Boards of School  
Directors**

**~~July 1, 2016 – June 30, 2017~~**

**July 1, 2017 – June 30, 2019**

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## **ARTICLE 1**

### **RECOGNITION**

- 1.1 The Washington Northeast Supervisory Union Board of School Directors, Cabot Board of School Directors, and the Twinfield Board of School Directors (hereinafter termed the “Board”) recognizes the Cabot Teachers Association and the Twinfield Education Association, affiliated with the Vermont Education Association and the National Education Association (hereinafter termed the “Association”) as the exclusive bargaining representative for the contracted teachers employed by the Board, pursuant to 16.1 V.S.A., Chapter 57.
- 1.2 Unless otherwise stated, the employees of the above unit will be hereinafter referred to as “teachers” as defined by Chapter 57 of 16 V.S.A.
- 1.3 Despite reference in this Agreement to the Board or the Association as such, each reserves the right to act hereunder by committee.

## **ARTICLE 2**

### **NEGOTIATIONS**

- 2.1 Upon receipt of notice pursuant to Article 19, the parties agree to enter into negotiations over a successor Agreement. On or before November 1<sup>st</sup> to the extent possible, the negotiation teams will meet for the purpose of discussing those matters which are to be considered for negotiation.
- 2.2 In addition to those persons on the negotiating teams, either party may, at its expense, utilize the service of outside consultants and may have such consultant or other professional or lay representative present to assist in the negotiation
- 2.3 During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals.

The Board will make available to the Association for inspection, by appointment, all pertinent public records, public data and public information of the school system.

## ARTICLE 3

### TEACHER EMPLOYMENT

- 3.1 All newly employed and presently employed teachers will be placed on the salary schedule in accordance with their educational and experience levels, as recommended by the Superintendent. However, the Superintendent may place a newly employed teacher on a step as mutually agreed to by the Superintendent and the Association no higher than the actual years of teaching experience. The Superintendent may grant initial salary credit for prior related work experience. Once placed on the salary schedule a teacher will move in accordance with the provisions of the negotiated agreement.
- 3.2 Teachers employed on a permanent part-time basis will have their salary pro-rated either based on the number of full days they work in the year divided by the number of student days or the proportion of the contracted teacher workday served including, but not limited to, a minimum of one planning period per day. Part-time faculty must attend the percentage of inservice time for which they are contracted unless alternative arrangements are agreed upon and articulated in the individual teacher's contract. Additional contracted time will be paid at the teacher's regular pay rate.
- The salary will be in accordance with the teacher's approved education and experience levels as indicated on the salary schedule.
- All other benefits of this Agreement will also be on a pro-rated basis based upon the actual percentage for which part-time teachers are contracted, where it is possible and permissible to pro-rate benefits.
- 3.3 Any full-time teacher employed prior to February 1<sup>st</sup> of any school year will be given full credit for one (1) year of service toward the next salary increment Step for the following year, provided that said teacher complete the school year in which he/she was hired.
- 3.4 Any permanent part-time teacher employed prior to February 1st of any school year will be given credit for one (1) year of service toward the next salary increment Step for the following year, provided that said teacher completes the school year in which he/she was hired, and paid in accordance with the provisions of Section 3.3.
- 3.5 Each teacher newly hired by Cabot School, Twinfield Union School or the Washington Northeast Supervisory Union will be a probationary teacher for the first two years of employment with the Supervisory Union.

Teachers subject to this provision will have had at least 2 (two) written observations and/or evaluations prior to the Board's determination of employment

status. During this period of probation, a decision not to re-new the teacher's individual employment contract will not be subject to the grievance/arbitration provisions of the Agreement. However, the decision to non-renew will not be arbitrary or capricious. The teacher will be notified no later than April 1 of the decision not to renew.

- 3.6 The approved Collective Bargaining Agreement will be made available to all teachers in electronic form.
- 3.7 If travel during the school day is necessary, time will be arranged as part of the teacher's schedule. Travel time during the school day will exclude duty-free lunch, planning time and collaborative time. Travel during the school day is reimbursable.

~~Transition to employment by the Washington Northeast Supervisory Union:~~

~~3.8 Employees who are not probationary employees will not be considered probationary employees of WNESU. Any employee who is currently considered probationary will continue the probationary period in which he/she is engaged. Any employee hired after July 1, 2014, will begin their probationary period based on their date of hire.~~

3.98 WNESU acknowledges the dates of hire at Twinfield and Cabot as the dates of hire that determine seniority for employment as WNESU employees for the purposes of reductions in force, layoff and recall. ~~, though no reductions are proposed for in FY 2015.~~

~~3.100~~ WNESU agrees to maintain the current school assignments for the majority of each current employee's time and reserves the right to do temporary or long term reassignments to the other school for evaluations, services or consultation, up to eight (8) hours per week, based on identified student need. This shall not be interpreted to negate the lawful authority of a Board to reduce the professional staff consistent with the provisions of Article 21, or to interfere with the right of the administration to hire and assign ~~newly hired~~ professional special education staff hired by WNESU ~~to start work on or after July 1, 2014~~) to work as needed within the WNESU.

~~3.110~~ **Placement Movement** on the salary schedule will continue to be based on the salary ~~seals~~ **schedules** for Twinfield and Cabot as agreed upon in the Collective Bargaining Agreement (CBA), ~~for July 1, 2014 June 30, 2016~~, based on each employee's current school assignment and current placement on the ~~seal~~ **schedule**. Employees who have earned credits to move columns will be moved to the next column as outlined in the CBA. ~~All new hires (i.e., Professional~~ professional special education staff hired by WNESU ~~to start work on or after July 1, 2014~~) will be placed on the Twinfield/WNESU salary schedule and may be assigned as needed within the WNESU.

## ARTICLE 4

### TEACHER RIGHTS

- 4.1 No teacher will be denied a renewal of his/her contract or be disciplined, suspended or dismissed, without just and sufficient cause. A teacher who appeals a decision to non-renew his/her contract may file **either** a grievance **or** ~~subject to~~ appeal **to the Board** in accordance with Title 16: Section 1752 of the VSA. The selection by the teacher of one method of appeal will preclude the other. **Notwithstanding the first sentence of this section, a probationary teacher who has received at least two (2) written evaluations per year of service is not subject to the “just and sufficient cause” standard in the case of non-renewal and may only appeal in accordance with 16 V.S.A. Section 1752.**
- 4.2 Whenever any teacher is required to formally appear before the Board, or any committee or member thereof, or before the Superintendent, concerning any matter which could adversely affect the teacher in his/her office, position, or employment, he/she will be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- Teachers will be advised of the nature of the meeting at least twenty-four (24) hours in advance, except in emergencies. When an emergency meeting is called, the teacher will present himself/herself therefore as soon as possible, but will be entitled to meet with his/her Association representative for a maximum of thirty (30) minutes prior to such a meeting. For purposes of this Section, an emergency meeting will be regarded as a meeting which must be held upon less than twenty-four (24) hours' notice.
- 4.3 The Board will reimburse teachers for any loss, damage, or destruction of personal property that occurs on school property or at school approved function(s) provided that such property has been approved in writing, by the principal.

## ARTICLE 5

### RIGHTS OF THE ASSOCIATION

- 5.1 The Association will have the right to use such facilities and equipment as are normally located for teacher use within the school, provided that such use does not interfere with normal school activities. Any cost for repair or replacement as the result of such use of the equipment or the use of materials will be borne by the Association.
- 5.2 The Association will have the right to use school avenues of communication for the posting of notices of activities and matters of Association concern. The administration reserves the right to remove any inappropriate material.

- 5.3 The Association or its representative(s) will be permitted to transact official business on school property provided that this will not interfere with the teaching of pupils or assigned duties or interrupt normal school operations.
- 5.4 Upon request by the Association directed to the appropriate administrative official, the Association will have no less than ten (10) minutes at any district-wide or individual school faculty meeting to conduct Association related business.
- 5.5 Upon request by the Association to the appropriate administrative official, the Association, through its representative(s) will be placed on ~~each~~ **the next** Board Meeting Agenda. A copy of the Board Meeting Agenda will be sent to the Association representative(s) at the same time it is sent to the Board. The Association will also receive the minutes of each Board meeting and will have access to a copy of the videotape of each Board meeting if the meetings have been taped and tapes are available.

## ARTICLE 6

### GRIEVANCE PROCEDURE

- 6.1 Definitions
  - a. A “grievance” is a claim by a teacher(s) or the Association that there has been a violation, misinterpretation, or a misapplication of the terms of this Agreement.
  - b. A “grievant” is the person or persons making the claim.
  - c. For the purpose of this Article, all “days” will consist of those days when school is in session (meaning students are in attendance). When a grievance is filed after June 1 and on or before September 1, all days will consist of weekdays (meaning Monday through Friday), exclusive of legal holidays as defined by Chapter 7 of 1 V.S.A. Time periods specified in this procedure may be extended by mutual agreement in writing between the grievant or his/her representative and the appropriate administrative official.
  - d. By mutual agreement, in writing, between the grievant or his/her representative and the appropriate administrative official, the grievance may be “passed through” to the next step for original filing.
- 6.2 Rights of the Representation

The grievant will, at all steps in the formal grievance procedure, be entitled to be represented by the Association or by such other representative as he/she may

choose, except that at no time will the grievant be represented by an administrative official of the school district.

### 6.3 Time Limit

No grievance will be valid unless it is submitted pursuant to Section 6.4 hereof, within twenty (20) days of the date the grievant knew of the occurrence which gave rise to the grievance and/or when the party was made aware of the incident.

The time limit for grieving the incident begins within three (3) days of the time the administration has acknowledged awareness of an incident that potentially could lead to a grievance claim.

### 6.4 Procedure

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, the Association representative may intervene to assist in the resolution at this informal level. The immediately involved supervisor will give his/her answer within two (2) days following a meeting at this level. However, should such informal processes fail to satisfy the teacher, or the Association if a class grievance, then the grievance will be reduced to writing and the grievance processed as follows:

**Step 1** – Grievant may forward a written copy of the grievance to the building Principal, indicating the nature of the grievance, **the provision of this Agreement alleged to have been violated**, and stating the redress sought. A copy thereof will, at the same time, be filed with the Superintendent and the Association. The Principal will arrange for a meeting with the grievant and/or his/her representative(s) to take place within ten (10) days of his/her receipt of the appeal. Each party will have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

The Principal will, within five (5) days following this meeting, give his/her written decision, copies of which will be given to the grievant, the Superintendent and the Association. Such written answer will include the reason(s) upon which the decision was based.

**Step 2** – If the grievance is not resolved at Step 1, the grievant may, within five (5) days of receipt of the Principal's written response, forward the grievance in writing to the Superintendent of Schools, together with written reason(s) for dissatisfaction with the decision of the Principal and stating the redress sought.

The Superintendent will arrange for a meeting with the grievant and/or his/her representative(s) to take place within ten (10) days of his/her receipt of the appeal.

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

The Superintendent will, within five (5) days of this hearing, give his/her written decision, copies of which will be given to the grievant and the Association. Such written answer will include the reason(s) upon which the decision is based.

**Step 3 –**

If the grievance is not resolved at Step 2 the matter may revert to an informal process, if both parties agree, in order to find an amicable solution. The time allowed for these informal talks will be ten (10) days from the date of the Superintendent's response or the grievant may, within ten (10) days of receipt of the Superintendent's written response, forward the grievance in writing to the Chairperson of the Board of School Directors, together with written reason(s) for dissatisfaction with the decision of the Superintendent, stating the redress sought.

The Superintendent will arrange for a meeting with the grievant and the Board to take place within twenty (20) days of the Board's receipt of the appeal. Such meeting will be either an open meeting or executive session, at the option of the grievant. Each party will have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Board may deliberate in executive session if it wishes, with its decision to be made in open session. The Board will, within ten (10) days of this hearing, give its written decision, copies of which will be given to the grievant and the Association. Such written answer will include the reason(s) upon which the decision is based.

**Step 4 –**

- a. If the grievance is not resolved at Step 3, the matter may revert to an informal process, if both parties agree, in order to find an amicable solution. The time allowed for these informal talks will be twenty (20) days from the date of the Board's response, or
- b. The Association may, within twenty (20) days of receipt of the Board's written response, demand final and binding arbitration. Such demand will be in writing and will be delivered by certified mail to the Superintendent of Schools. The arbitrator will be determined by mutual agreement between the Board or its designated representative and the Association or its designated representative. Should the parties be unable to agree upon an arbitrator within ten (10) days after the date of request, such grievance may be referred to the American Arbitration Association (AAA) under its Voluntary Labor Arbitration Rules. If the demand for arbitration is not filed within the twenty (20) days, the grievance will be deemed withdrawn.

- 6.5 Relating to matters of arbitration, and during the period of time when arbitration is taking place, neither the Board nor the grievant will unilaterally issue any press releases. The decision of the arbitrator will be final and binding.
- 6.6 The expenses for the arbitrator's service will be borne equally by the Board and the Association. However, each party will be responsible for compensating its own representative and witnesses. If either party desires a verbatim record to be made, it pays for such record. Should both parties desire such record, then the cost of the two (2) transcripts will be divided equally between parties.
- 6.7 The arbitrator's authority will be limited to interpreting and applying the provisions of this Agreement and he/she will have no power to add to or subtract from, alter, or modify any of the said provisions.
- 6.8 The Board acknowledges the right of the Association's grievance representative to participate in the processing of the grievance at any level and no teacher will be required to discuss any grievance if the Association's representative is not present.
- 6.9 No reprisals of any kind will be taken against any teacher because of his/her participation in this grievance procedure.
- 6.10 The parties to this contract will cooperate in the investigation of any grievance and either party will provide to the other such available information to it as is requested for the processing of any grievance. Should the presentation or hearing of a grievance at any level require that any teacher and/or Association representative be released from his/her regular assignment in order to represent or be available as a probable witness, he/she will be released without loss of pay or benefits.
- 6.11 Failure of the appropriate administrative body to render a written decision within the specified time period will permit the grievant to appeal the grievance to the next step. Failure by the grievant to adhere to the provisions of this procedure within the specified time periods will render the grievance null and void.
- 6.12 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.
- 6.13 A grievance may be withdrawn or settled at any level prior to an arbitration award without establishing precedent.
- 6.14 Class grievances involving an administrator above the building level may be filed by the Association at Step 3.

## ARTICLE 7

### TEACHER EVALUATION AND PERSONNEL FILES

- 7.1 A teacher evaluation system will be developed by a joint committee of teachers from both schools appointed by the Associations and administration. The evaluation system will be subject to approval by the Washington Northeast Supervisory Union Board. After the system has been approved by the Board, changes to any documents must be approved by a joint committee similarly constituted.

On an annual basis, each teacher will be given information about the evaluation system, documents, and his/her individual status.

Evaluations will be in writing. A conference between the teacher and the administrator will take place after the evaluation at which time the teacher reads and initials the evaluation report before it is placed in his/her personnel file. A teacher will have an opportunity to add written comments or explanations to an evaluation report that is placed in his/her file. A teacher will receive prompt notice of any unfavorable evaluation.

- 7.2 Teachers will be evaluated on their ability to utilize state and local assessment results to improve student performance standards and to incorporate school-based “action-plans” and related curricular and support program initiatives into their teaching.
- 7.3 Any formal complaint regarding a teacher made to any member of the administration by a parent, student, or other person which might lead to adverse action against a teacher or used in an evaluation will be brought to the attention of the teacher in a timely fashion and investigated prior to any disciplinary or other adverse action by the administration or the Board or any evaluation containing reference to the complaint. The teacher will be given an opportunity to respond to and rebut such complaint. The Superintendent may place a teacher on administrative leave, with full pay and benefits, during any period of investigation related to a complaint against a teacher.
- 7.4 No materials which could adversely affect a teacher’s current employment status may be placed in the teacher’s personnel file without the teacher’s knowledge, as evidence by the teacher’s initializing and dating the material prior to inclusion. **If a teacher refuses to initial and/or date a document the administration may place the document in the teacher’s file along with a note indicating the date the teacher was given a copy and the refusal of the teacher to sign the file copy.** Correspondence between the administration and teacher may be placed in the personnel file. The teacher has a right to submit a written response to any document in the personnel file.

- 7.5 A teacher will have the right, during regular office hours, and under reasonable rules as established by the Superintendent, to periodically review his/her personnel file, exclusive of personal references. Material may be removed by mutual agreement between the teacher and Superintendent, but the final decision to remove will be at the discretion of the Superintendent. Teachers may add relevant materials to their personnel files.
- 7.6 Only one official teacher personnel file, located in the Washington Northeast Supervisory Union office, will be kept for each teacher.
- 7.7 Supervision and evaluation of WNESU employees will be the responsibility of the WNESU Director of Special Services with input from the school's principal.

## **ARTICLE 8**

### BOARD RIGHTS

- 8.1 In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education in and the efficient and economic operation of the Cabot School and Twinfield Union School Districts, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this contract, the Board retains all rights and powers it has or may hereafter be granted by law.
- 8.2 Unless in conflict with a specific provision of this Agreement, the rights and powers of the Board **or its designee** will include, without limiting the generality set forth in Section 8.1, the operation of Cabot School and Twinfield Union School, the direction of the workforce, including the right to plan, direct and control District activities; make schedules and assignments; determine the curriculum; make budgetary decisions; determine the staffing of programs; create, revise and eliminate positions; establish and require compliance with reasonable rules and regulations.

## **ARTICLE 9**

### INSURANCE

- 9.1 Health Insurance
  - A. During the period July 1, 2017 through December 31, 2017** the Board will make available Blue Cross/Blue Shield J-Y Managed Benefits Plan and the Vermont Education Health Initiative (VEHI) Dual Option Plan as well as other BC/BS health insurance products as they become available.

Premiums may be paid through payroll deduction.

~~The Board will provide for free, access for all employees under the Collective Bargaining Agreement to the Employee Assistance Program as coordinated by the VEHI PATH Points Initiative when available at no charge to the district. **[Moved to subsection 9C and revised for clarity]**~~

The Board will pay 83% of the premium for a single, two-person or family membership in VEHI for a full time teacher.

**B. Effective January 1, 2018 the District will contribute an amount of money toward the cost of health insurance premium for each full-time teacher participating in one (1) of the four (4) group health insurance plans offered by the District through VEHI. The District's contribution to the cost of a full time teacher's health insurance premium will not exceed 80% of the premium costs for the VEHI Gold CDHP Plan. A teacher electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected by the employee and the amount contributed by the District. A teacher selecting coverage under a less expensive Plan offered by VEHI may apply the District's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for the Plan selected.**

**Employee contributions to the cost of health insurance premiums will be made by payroll deduction on a pre-tax basis through a Section 125 Plan administered by the employer.**

**An eligible teacher may select single, two-person, parent and child(ren) or family coverage under any of the available plans offered by VEHI.**

**In addition to the premium contributions referenced above, the District will establish and maintain Health Reimbursement Accounts (HRA) for teachers who select coverage under either the VEHI Gold CDHP Plan or the Silver CDHP Plan. The District will fund the HRA maintained for any full time teacher participating in either the Gold or Silver CDHP Plan to the following levels each Plan year (January 1 through December 31): single plan = \$1,000; two person, parent and children and family plans = \$2,000. Funds in the HRA will be available and may be used solely to pay for qualified medical and prescription drug expenses that track towards the annual deductible of the Plan selected. Teachers will be issued debit cards with which to pay eligible medical and prescription drug charges subject to the deductible amounts funded by the District. Unspent funds will not rollover or accumulate from year to year, but will revert to the District, subject to a ninety (90) day run out period. Teachers will be responsible for payment of qualified medical and prescription drug expenses that track towards the**

**annual deductible only after funds in the HRA (i.e., \$1,000 or \$2,000, as applicable) are exhausted. Teachers are responsible for the payment of any co-payments or coinsurance charges incurred up to the out of pocket maximums for the Plan selected.**

**The District's contribution toward premium costs will be pro-rated for part time teachers who are eligible to join the group health insurance plan. The District's contribution toward HRA funding will be pro-rated for teachers who either become employed or who become eligible for insurance after January 31 of any Plan Year.**

**The District will be responsible for the administrative costs of operating the HRA plan. Any substantive or procedural issue related to the operation or administration of the HRA Plan not specified herein is left to the discretion of the District.**

**C. The Board will provide access to the Employee Assistance Program as coordinated by the VEHI PATH Points Initiative for all bargaining unit employees when such services are available at no charge to the district.**

- 9.2 Should a medical insurance policy become available with an alternate insurer and/or the existing insurer, providing equal or improved benefits at a reduced premium cost, the Board and/or the Association reserve the right to reopen negotiations regarding the provisions of Section 9.1.

Should a national or state health insurance program be enacted and become available the Board and/or the Association reserve the right to reopen negotiations regarding the provision of this Article.

- 9.3 ~~Eligible teachers will have the choice of accepting one of the health insurance plans offered in a given school year or accepting cash payment of one thousand five hundred dollars (\$1,500) in lieu of any of the offered health plans. In order to be eligible, the teacher must provide documentation of comparable health insurance. Payments will be made with the first paycheck of December and June.~~

~~Changes can be made during regularly scheduled open enrollment periods.~~

- 9.4 Dental Insurance.

The Board will pay 50% of the VEHI Delta Dental Program for a single person plan.

A teacher will have the option to purchase at full cost to them two person or family coverage under this plan, in accordance with the provisions of the carrier. The teacher will pay additional costs for two-person or family coverage.

## 9.5—~~Domestic Partner Benefits~~

~~An employee may obtain benefit coverage for his/her domestic partner by submitting an application or statement signed and sworn by the employee and his/her domestic partner, declaring that the domestic partner relationship meet the criteria below:~~

- ~~• The persons are each other's sole domestic partner and have been in an enduring domestic relationship, sharing a residence for not less than six (6) consecutive months prior to submission of the above referenced application or statement.~~
- ~~• The persons are eighteen years of age or older.~~
- ~~• Neither person is married to anyone.~~
- ~~• The parties are not related in such way as to bar marriage under Vermont Law.~~
- ~~• The persons are competent to enter into a legally binding contract.~~
- ~~• The persons have agreed between themselves to be responsible for each other's welfare.~~

## 9.6—~~Children of Domestic Partner~~

~~An employee may obtain benefit coverage for a child of his/her domestic partner provided all the following criteria are met:~~

- ~~• The child otherwise meets the eligibility criteria for dependent children under the provisions of the health and dental benefit plans.~~
- ~~• The child can be, and is, claimed as a dependent by the employee and/or domestic partner for federal income tax deduction purposes.~~
- ~~• The child resides with the employee and his/her partner.~~
- ~~• The employee and their domestic partner have agreed between themselves to be jointly responsible for the child's welfare.~~

## ARTICLE 10

### LEAVES

10.1 Nothing in this agreement will be construed to contradict the requirements of state and federal medical and family leave acts.

10.2 Sick Leave

Each teacher will be entitled to fifteen (15) sick days with full pay each school year. These days may also be used for care of a member of the teacher's immediate household or family.

Annual sick leave will be fixed as of the first official day that a teacher is expected to report. First year teachers to the district will be entitled to five (5) sick days the first semester and ten (10) additional sick days after the end of the first semester with an annual total of fifteen (15) sick days. If a first year teacher uses more than the five (5) sick days during the first semester and remains employed for the rest of the school year, he/she may recoup the first semester loss from the remaining ten (10) sick days. Sick leave days may accumulate to a maximum of one hundred fifty-five (155) sick days.

After five (5) consecutive sick days, the Board and/or Superintendent may require a physician's statement verifying the illness and/or the fitness of the teacher to return to work.

10.3 **Donation of Sick Leave Days for Illness.**

**In the event that a teacher needs additional sick days as a result of a serious illness as defined by 21 V.S.A. §471 (5) affecting the teacher or a member of the teacher's immediate family the President of the Cabot Teachers Association or the Twinfield Education Association may petition the School Board to permit any employee to donate sick days to the individual in need. The request for donated leave must be supported by appropriate medical documentation.**

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

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

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

Extended unpaid sick leave may be granted by the Board. Group health and dental insurance may be retained during extended unpaid sick leave provided the teacher continues to pay the full insurance premiums. Insurance payments should be paid one month in advance at the Superintendent's office.

#### 10.4 Personal Leave

Each teacher will be entitled to up to ~~five (5)~~ **three (3)** days of paid leave each school year for personal necessity. Except in an emergency all personal leave should be requested at least 48 hours in advance and will require the approval of the administration. **Request for use of personal leave should indicate generally the purpose and need for the leave, e.g., 'house closing,' or 'religious observance' or 'court appearance'.**

Personal leave is in no way to be construed as additional sick leave or vacation time and is not accumulative. Personal leave days will not be used for extending a holiday ~~weekend, or, a vacation~~ **a school break period, or after May 1.** Requests for personal leave in connection to a holiday ~~weekend, or, a vacation~~ **a school break period, or after May 1,** may be granted in exceptional circumstances at the discretion of the ~~principal~~ **superintendent.** The administration ~~in charge~~ has the right to limit the total number of leaves on any day.

#### 10.4 Bereavement Leave

In the event of a death of a member of a teacher's family or immediate household, the teacher will be entitled to five (5) days leave with pay. Request for bereavement leave will specify the name and relationship of the decedent.

Additional bereavement leave days may be approved at the discretion of the Superintendent.

#### ~~10.5 Religious Observance~~

~~Up to five (5) days may be granted to teachers for observance of religious holidays when such holiday falls during the regular school session. Teachers may be required to provide a brief explanation of the holiday or observance. Request for leave for religious observance must be submitted at least two (2) weeks in advance.~~

#### 10.6 Military leave

Military leave of up to ten (10) days in any calendar year will be granted to any teacher who is a member of the **Vermont** National Guard or any other component of the ~~military forces of the State of Vermont~~ or reserve forces of the United States who is engaged with such organization or component in training or active service ordered by proper authority. The school district will pay the difference, if any, between the **compensation received for military service salary** or on a per diem basis and the school district salary on a per diem basis of 1/185<sup>th</sup> of the contract rate.

Upon written request the Board may grant additional days.

#### 10.7 Professional Leave

##### a. Teacher Requested Leave

Teachers may be granted up to five (5) professional days for such purposes as attending meetings or conferences, visiting other schools or classrooms or other professional development activities. Request for professional leave must be submitted at least two (2) weeks in advance. This leave is not cumulative.

Approval of leave will be at the discretion of the Principal, based on such factors as relevance to school improvement objectives, availability of adequate substitute coverage, or availability of funds for expenses. The Principal will issue a decision regarding professional leave in writing within one week of receiving the request.

b. Administrator Directed Leave

Teachers may be granted additional leave by the Principal to attend meetings, conferences or workshops for such purposes as school improvement, curriculum assessment and development, mentoring, Vermont Agency of Education training, or other activities required by the Board; recommended by the administration or initiated by teachers. Request for administrator directed leave should be submitted at least one (1) week in advance and must be approved by the Principal.

c. Association Leave

Whenever any representative(s) of the Association who has received approval and participates during working hours in conferences or meetings, he/she will suffer no loss in pay or benefits. However, attendance at such conferences or meetings during school time will not be authorized without written approval by the Board or the Superintendent. Such request will be submitted in writing to the Superintendent ten (10) school days in advance of such conferences or meetings, unless in case of emergency. The Superintendent or the Board will respond within five (5) school days of receipt of such request. These conferences and meetings are of Association business and the total released time is restricted to five (5) days annually for the entire Association.

10.8 Unauthorized Leave

If a teacher is absent without authorized leave, 1/185<sup>th</sup> of his/her salary will be deducted for day of absence.

Deductions will be from the final payroll.

10.9 Long Term Leave of Absence

a. Unrestricted Leave of Absence

Upon written request and the recommendation of the principal, the Board may grant a long-term leave of absence according to those conditions agreed upon by both the teacher and Board. The conditions must not be in conflict with the terms of the Collective Bargaining Agreement. The teacher granted such leave will be guaranteed reemployment in his/her position assignment **or a comparable position assignment** by the Board. ~~; notwithstanding the right of the Board to change classroom configurations.~~ The teacher will agree to remain in the local school district for two (2) years upon return from the leave period.

Seniority credit and sick leave do not accrue during the time of this leave. All insurance benefits will continue to be available at the teacher's expense.

Insurance premiums will be paid to the Superintendent's office at least one month in advance.

b. Professional Leave of Absence

Upon written request and the recommendation of the principal, the Board may grant a long-term leave of absence for the purpose of school improvement initiatives, research and/or professional development. The teacher granted such leave will be guaranteed reemployment in his/her position assignment by the Board, and the teacher will agree to remain in the local school district for two (2) years upon return from the leave period.

If the leave is paid leave, benefits and seniority will continue. **A teacher receiving paid leave and benefits will sign a contract and note provided by the District which binds the teacher to re-pay the District for the pro-rated value (number of months worked following the end of the leave divided by 24) of the compensation and benefits received if the teacher fails to remain employed in the District for the two (2) year period, other than by reason of death or disability.**

If the leave is unpaid leave, seniority credit and sick leave do not accrue during the time of the leave. A teacher who has been continuously employed in the supervisory union for six years or more may choose to receive insurance benefits as if regularly employed by the district. The insurance premium paid by the district during the leave must be repaid to the district on a pro-rated basis if the teacher does not complete two (2) years of employment immediately after the leave of absence. **A teacher will sign a contract and note provided by the District which binds the teacher to re-pay the District for the pro-rated value (number of months worked following the end of the leave divided by 24) of the health insurance benefit received during the leave.**

10.10 Family Leave

The purpose of this Article is to notify teachers of their rights under the Family Medical Leave Act ("FMLA") and the Vermont Parent and Family Leave Act ("VTPFLA"). The provisions of this Article are not intended to either enlarge or diminish a teacher's rights under either statute. Unless specifically modified by this Article all definitions, rights, benefits and obligations created by the FMLA and/or the VTPFLA, including any regulations duly adopted thereunder, will apply.

Teachers who meet the eligibility requirements of the FMLA or the VTPFLA may be granted up to a total of 12 workweeks (60 workdays) of unpaid leave during any 12-month period for one or more of the following reasons:

- For the birth and care of a newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for a spouse, or a child, or parent of the employee or spouse with a serious health condition;
- For medical leave when the employee is unable to work because of a serious health condition; or
- For qualifying exigencies as defined by the FMLA arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

An eligible teacher may elect, or the district may require, that a teacher substitute his or her accrued paid leave on a day for day basis during any period of unpaid leave provided by the FMLA or VTPFLA. The VTPFLA allows a teacher to utilize up to six (6) weeks (30 work days) of accrued paid leave during any approved leave to which the VTPFLA applies. The FMLA also allows a teacher to substitute accrued paid leave for unpaid leave, but provides that use of paid leave during any period of leave granted under the FMLA must be consistent with the provisions of this Agreement.

A teacher will provide the Superintendent with reasonable written notice of his or her intent to take leave under the FMLA or VTPFLA. Notice will include the date the leave is anticipated to commence and the estimated duration of the leave. A teacher may return from leave earlier than estimated with the approval of the Superintendent. A teacher will provide reasonable notice to the Superintendent of his/her need to extend leave to the extent allowed under the FMLA or VTPFLA. A teacher will complete such forms and provide such medical information as may be allowed by law and necessary to support the request for leave. Insurance benefits will be continued while the teacher is out on approved leave under the FMLA provided that the teacher pays the normal teacher contribution of the insurance premium. At the end of the approved leave a teacher will be entitled to return to his/her former position, or to a comparable position, with no loss of pay, seniority or benefits.

A teacher may apply to the Board for extended unpaid leave beyond any leave provided under the FMLA.

## 10.11 Jury Duty

The teacher is entitled to paid leave from the district. The teacher will forward jury duty pay to the district.

The teacher will retain monies paid for mileage expenses.

## ARTICLE 11

### CONTRACT ISSUANCE

- 11.1 The Board will offer a contract for continued employment to the teacher on or before April 15<sup>th</sup> unless the teacher has been notified of contract non-renewal or lay off.
- 11.2 A teacher receiving a contract will indicate acceptance of the offer by signing and returning the contract within thirty (30) calendar days from the date of issuance. Failure of the teacher to respond may, at the option of the Board, be accepted as conclusive evidence of non-acceptance of the offer, and in such instance the job will be considered vacant. A teacher may request an extension of time for signing and returning said contract, but such request will be in writing and written approval of the Superintendent will be required.
- 11.3 Specific assignment by licensure endorsement(s) will be shown on each individual employment contract. **Teachers are responsible to obtain and maintain all required licenses and certifications as a condition of continued employment.** For paid extracurricular positions, the specific activity and compensation to be paid will be included in a letter of agreement issued separately from the teaching contract. The assignment of the individual contract may be revised if the teacher is reassigned according to the provisions of Article 12 of this agreement.
- 11.4 Following the authorization of the Board, a teacher's individual contract will be signed and dated by the Board Chair and/or the Superintendent before being issued to the teacher.

## ARTICLE 12

### TRANSFERS AND REASSIGNMENTS

- 12.1 The Superintendent will post in all school buildings a list of the known vacancies as they occur. The postings will include a brief job description. Teachers who desire a change in grade and/or subject assignment may file a written statement of candidacy with the Superintendent. Such statements will include the vacancy to which the teacher desires to be reassigned in order of preference.

- 12.2 In no instance will the request be construed to mean that said teacher is given automatic transfer. The request qualifies the teacher for first consideration, which means the teacher is guaranteed a thorough interview and review of candidacy before other candidates are considered. In all other respects, the teacher's candidacy will be given equal consideration as that of all other candidates for the position. No effort will be made to fill the teacher's position until a decision has been reached on the requested transfer.
- 12.3 Nothing contained in Section 12.1 and 12.2 limits the administration, after application of these Sections, to reassign a teacher to a grade level, subject area or assignment for which the teacher is endorsed. Such administrative decision will not be arbitrary or capricious. Should such a reassignment be made after August 1<sup>st</sup> and if the teacher desires in order to prepare for the new assignment, the teacher will:
1. Be paid on a per diem basis up to ten (10) school days for time spent on non-school days for a transfer to a full-time position and on a pro-rated basis for less than a full-time reassignment, ~~or~~
  2. ~~Be released from school day responsibilities for up to ten (10) days for a transfer to a full-time position and on a pro-rated basis for less than a full-time assignment.~~

~~The selection of the option for preparation pay or time will be made by the Principal.~~

## ARTICLE 13

### PROFESSIONAL DEVELOPMENT - COURSE PAYMENT – REIMBURSEMENT

- 13.1 The Board will provide each faculty member with reimbursement for up to ~~six (6)~~ **three (3)** graduate credits/year at the fall resident tuition rate at the University of Vermont for graduate classes, licensure requirements such as SLP licensure, or National Board Certification.
- ~~Course credits may accumulate from year to year to a maximum of twelve (12) credits.~~ **The three (3) graduate level course credits do not accumulate or accrue from year to year.** Teachers must have served in the Washington Northeast Supervisory Union one (1) semester to be eligible for course payment/reimbursement. **A teacher will sign a contract and note provided by the District which binds the teacher to re-pay the District for the value of any course credits obtained during the teacher's last year of employment.**
- 13.2 In order to qualify for course payment the teacher will submit the appropriate form for recommendation by the principal at least two (2) weeks prior to the beginning of the course. The principal will forward the request to the

Superintendent for approval. The Superintendent will respond in writing within ten (10) school days to inform the teacher of his/her approval/disapproval.

Payment will be granted only for courses which meet district needs and/or improve the teacher's competence in the subject area or grade level assigned and/or courses for re-licensure and endorsements, unless another course is specifically approved by the Superintendent.

- 13.3 Payment will be made for the course (a) to the institution, upon receipt of an invoice or (b) to the teacher, once he/she has enrolled in a course and submits a receipt of payment.

The receipt/invoice must contain the name of the course, number of credits to be earned, and the cost per credit. Payment will be made during the same year in which the course begins.

Evidence of successful completion must be provided at the completion of the course. Teachers will provide documentation of course completion by April 1<sup>st</sup> for the Fall Semester, September 1<sup>st</sup> for the Spring Semester, and November 1<sup>st</sup> for a summer course. In unusual circumstances, these deadlines may be adjusted by mutual agreement with the teacher and the supervisory union office. If documentation is not provided by the dates stated, the amount of the course payment will be deducted from the first paychecks thereafter. In the event that the teacher withdraws from, does not successfully complete, or is dropped from the course for whatever reason, the teacher will be obligated to refund the cost of the course payment to the school district. If this sum is not refunded by mid-September (for a summer course), by the end of January (for a fall course), by the end of the contracted school year (for a spring course), the amount of repayment due may be withheld from the next payroll periods in October, February, or the last payroll period in June, respectively. In unusual circumstances these deadlines may be adjusted by mutual agreement between the teacher and the supervisory union office. Delays solely caused by the institution issuing credits on grades will not be grounds to initiate these collection deadlines.

- 13.4 ~~Part-time teachers will be entitled to pro-rata payment for tuition. Part-time teachers who work fifty percent (50%) or more may receive full payment for up to three (3) credits. four (4) credits if no reimbursement was received the preceding year.~~

- 13.5 Teachers that have attained National Board Certification and have submitted evidence of this certification by September 1<sup>st</sup> of the current school year will be paid an additional \$750/year as a stipend for holding the national certification. Said stipend will be paid to the teacher no later than the first payroll in December of the current year.

## ARTICLE 14

### SCHOOL YEAR AND SCHOOL DAY

- 14.1 For the purpose of this Agreement the period of teaching service will not exceed one hundred eighty five (185) contracted days. One hundred seventy five (175) days will be student days and ten (10) will be in-service days.

The ten inservice days will be distributed as follows: There will be one (1) discretionary day at the beginning and one (1) at the end of the **school** year. Two (2) days will be parent teacher conference days. Three (3) days will be full day in-service days. Two (2) days will be distributed as seven (7) release time/extended day in-service sessions. These will be held on seven (7) release time days, giving in-service time from 1 p.m. to 5 p.m. on those days. These days will be planned collaboratively by the Professional Development Committees of the Supervisory Union. One (1) day will be a flex day. This day may be used for evening activities with parents or for professional development activities outside the school day. Flex activities must be pre-approved by the principal. **This will not include attendance at the annual September Open House which is a professional expectation for all teachers.**

- 14.2 Teachers will be compensated at a per diem rate of (1/185<sup>th</sup> of their annual salary) for his/her participation in work ~~initiated or required by the administration or for which a teacher is approved by the administration with prior written approval, and which is done outside of time provided in this contract.~~ **This which** includes, but is not limited to the following: ~~committees, service projects, summer work, Standards-Based Report Cards, curriculum development, class instruction, tutoring and other student services.~~ **Stipends in amounts less than a teacher's per diem rate may be offered for other work that is done outside of time provided in the contract that includes, but is not limited to: committee-work, service projects, summer work, Standards-Based Report Cards development and curriculum development.** This excludes any coursework, workshops, or any other training which qualifies for reimbursement.

This does not include the time that mentees spend with their mentors or attending required Mentee meetings established by the WNESU. ~~This sentence will sunset (expire) on June 30, 2016.~~

~~First year teachers will be expected to participate in the school's orientation program before the start of school and will be paid on a per diem rate for orientation days. Mentees will be expected to attend Mentee Meetings and meet with their mentors as a professional obligation and condition of employment in the years in which mentoring is required by law. **[Moved to article 16 Conditions of employment].**~~

**14.3 The teaching day will begin no earlier than 7:30 am and extend no later than 3:00 pm unless otherwise provided herein.**

**All teachers will have a duty free lunch.**

**All teachers will have no less than 40 minutes of preparation time daily.**

**All teachers will have a minimum of 150 minutes collaborative planning time weekly.**

**Twinfield Teachers Only**

**All teachers will have a ~~45~~ forty (40) minute common planning time at the beginning of each day in addition to the minimum 40 minutes of preparation time daily.**

**A weekly faculty meeting time of one (1) hour will be established for one day each week that will extend the regular work day from 3:00 pm to 4:00 pm. This meeting time will be used for full staff, team planning or committee work at the discretion of the Administration. The dates for these meeting times will be determined prior to the end of the previous school year; the weekly meetings will not be held on Fridays.**

*[Moved from Article 22, Section 22.1; sticken and underlined text is new].*

**ARTICLE 15**

**SALARY AND COMPENSATION**

15.1 New money:

	<del>FY 17</del>	FY 18	FY 19
Cabot:	<del>2.5%</del>	1.5%	1.5%
Twinfield:	<del>2.0%</del>	1.0%	1.0%

15.2 Transportation cost incurred and authorized in connection with the regular school program will be reimbursed at the rate established and used by the State of Vermont. Teachers will be reimbursed for meals incurred in connection with the regular school program and other professional functions approved by the administration for up to but no more than \$45 per person per day.

15.3 Salaries of professional staff on a standard school year contract will be paid on a bi-weekly basis commencing in August or September of each year but no earlier than after one (1) scheduled teacher workday either in 22 or 26 payments as selected by the staff member, in accordance with 21 VSA § 342. In the case of 26

payments, all money owed the teacher will be paid in one balloon check in the last pay period in June.

A teacher may elect in writing to have a set amount or set percentage of his/her after-tax wages withheld by the school district and dispersed at a later time, in accordance with 21 VSA § 342.

- 15.4 Credits for horizontal movement on the salary schedule (B, B15, B30, M, M15, M30) will be granted as follows:
- a. Only those courses meeting the criteria for prepayment/reimbursement or approved in advance by the Superintendent and are earned at an accredited college or university will be counted for horizontal movement on the salary schedule.
  - b. To move horizontally on the salary schedule, a teacher must provide the Superintendent written notice to change columns not later than November 15 of the current school year. If evidence thereof is available, it will be supplied with said notice; if not it will be given to the Superintendent on or before November 1<sup>st</sup> of the next school year. Payment for horizontal movement will then be retroactive to the first pay period of the next school year.
  - c. **A teacher will advance beyond the Master column based on graduate level credits earned following attainment of his/her Master's degree.**

Horizontal movement will occur at the beginning of a school year and not after a school year has begun except as noted in Section 15.4(2).

Teachers who are currently placed in the "M" column with B45 and do not yet have a Master's degree will be "grandfathered" and allowed to stay in that column until the teacher achieves a Master's degree and 15 credits.

- 15.5 Any teacher who elects to join the United Teaching Profession consisting of the Twinfield Education Association, The Cabot Teachers' Association, Vermont-NEA and the National Education Association may sign and deliver to the Supervisory Union business office an assignment authorizing payroll deductions in ~~substantially~~ equal installments for such dues. The Board agrees to deduct from the salaries of its teachers dues for the above associations as each teacher individually and voluntarily authorizes the deductions. Such authorization will continue in effect from year to year unless revoked in writing between June 1<sup>st</sup> and June 15<sup>th</sup> of any year. Pursuant to such authorization, the Board will deduct membership dues in substantially equal installments ~~over a nine (9) month or twelve (12) month period, at the option of the teacher, beginning with the first paycheck in October or the first paycheck following a new member's enrollment in the Association,~~ **and spread over a twelve month period in all future years.**

**The Board will** ~~and~~ transmit the monies deducted, and a record of the deductions to the treasurer of the Associations.

- 15.6 Teachers who do not elect to become a member of the Twinfield Education Association, The Cabot Teachers' Association, Vermont-NEA and the National Education Association will be assessed an annual teacher "agency fee" which will be an amount or percent of the association fee charged in membership. The amount or percent of the fee will be determined annually by the Vermont- NEA as qualified by statute.

The Association will notify the Superintendent by October 30<sup>th</sup> of any school year as to which members of the bargaining unit are not members of the Association. However, any member of the bargaining unit will be eligible for membership in the Association according to the Association bylaws, and upon joining the Association after October 30<sup>th</sup>, the Board will discontinue collection of agency service fee.

- 15.7 In addition to the provision of 15.5 above, the Board agrees to make, ~~upon request of a~~ teacher deductions in the following areas:

- a. Health and Dental Insurance **Premiums (through a Section 125 account)**
- b. Teachers Association Dues or Agency Fees
- c. 403(b) Contributions
- d. And other legally available deductions, as agreed to by the Boards and the Association, up to 2 additional direct deposits per employee
- e. **All other deductions required by law.**

- 15.8 Any teacher leaving the service of the school during the school year will be paid all monies due as of the last employment day. This will be determined by dividing the teacher's annual salary by 185 days and multiplying this quotient by the number of workdays in the school year up to the time the teacher leaves service.

- 15.9 Any teacher leaving the services of the school at the end of the school year will be paid all sums due no later than the last payroll period in June.

- 15.10 Teachers who facilitate fundraising for trips **for 10 or more students or the entire class**, costing more than five thousand dollars (\$5,000) and consisting of three (3) or more nights that include overnight stays involving student supervision will receive a stipend of one hundred and fifty dollars (\$150) for each full day of the trip.

The building administrator must pre-approve advisor positions and/or activities that are eligible for stipends.

- 15.11 **Teachers who serve as high school class advisors will be given a stipend of \$500 to include facilitation of 6 class meetings, planning class activities, fund raisers and community service. A teacher who serves as advisor to Student Council will be given a stipend of \$500. A teacher who serves as Chair of the Professional Development Council will receive a stipend of \$500.**

## ARTICLE 16

### CONDITIONS OF EMPLOYMENT

- 16.1 Persons hired to replace teachers on leave of absence, or who leave during the school year, may be offered only a long-term substitute contract. If a vacancy continues in the following year or if a permanent replacement will be sought, the vacancy will be advertised in accordance with school Board policy.

- 16.2 **First year teachers will be expected to participate in the school's orientation program before the start of school and will be paid on a per diem rate for orientation days. Mentees will be expected to attend Mentee Meetings and meet with their mentors as a professional obligation and condition of employment in the years in which mentoring is required by law.**

*[Moved from Article 14]*

- 16.3 (new) **Attendance at the Annual Open House in September is a condition of employment for all teachers.**

16.2 Cabot Teachers Only

~~It will be the practice of Cabot School District that teachers will participate in the selection of textbooks, the selection of instructional equipment and materials, and the development of curriculum.~~

- ~~16.3 Any formal notice required to be given by one party to the other under the terms of this contract will be delivered by certified mail, or hand delivered. Hand delivered notice(s) require a signed and dated receipt between the parties. If given by the Board, said notice will be sent to the President of the Association, and if given by the Association, said notice will be sent to the Chairperson of the Board, c/o Superintendent of Schools. The date the notice is sent is the date postmarked. The date the notice is received is the date on the receipt certificate, signed by the recipient. A Saturday postmark will be considered the following Monday unless a legal holiday; in such case, the date of notice will be the next regular postal working day.~~

~~16.4—At the conclusion of negotiations, five (5) copies of this Agreement, including a signed original will be provided to the Association President.~~

*[16.3 and 16.4 both moved to Article 17, Sections 17.4 and 17.5].*

## ARTICLE 17

### COMPLIANCE

- 17.1 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.
- 17.2 This Agreement may be modified in whole or in part by the parties by an instrument in writing duly executed by both parties.
- 17.3 An electronic version of this Agreement will be available.
- 17.4 Any formal notice required to be given by one party to the other under the terms of this contract will be delivered by certified mail, or hand delivered. Hand delivered notice(s) require a signed and dated receipt between the parties. If given by the Board, said notice will be sent to the President of the Association, and if given by the Association, said notice will be sent to the Chairperson of the Board, c/o Superintendent of Schools. The date the notice is sent is the date postmarked. The date the notice is received is the date on the receipt certificate, signed by the recipient. A Saturday postmark will be considered the following Monday unless a legal holiday; in such case, the date of notice will be the next regular postal working day.**
- 17.5 At the conclusion of negotiations, ~~five (5) copies of this Agreement, including a signed original of this Agreement will be provided to each of the Association Presidents.~~**

*[Sections 17.4 and 17.5 moved here from Article 16, Sections 16.3 and 16.4]. Strike through indicates a proposed change in language.*

## ARTICLE 18

## SEVERABILITY

- 18.1 If any provisions of this Agreement or any application thereof to any teacher or group of teachers or the Board is held to be contrary to law, then such provision or application will be deemed valid and subsisting, except to the extent permitted by law but all other provisions or application will continue in full force and effect. The parties will meet no later than ten (10) days after such determination for the purpose of renegotiating the provision or provisions.

## **ARTICLE 19**

### DURATION

- 19.1 The provisions of this Agreement will be effective as of July 1, ~~2016~~ **2017 or upon ratification, whichever comes later**, and will continue and remain in full force and effect until June 30, ~~2017~~ **2019**. Said Agreement will automatically be renewed and will continue in full force and effect for additional period of one (1) year unless either the Board or the Association gives notice in writing to the other no later than October 1 prior to the expiration date or any anniversary thereof its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

## **ARTICLE 20**

### EARLY RETIREMENT / CAREER CHANGE INCENTIVE

- 20.1 Availability

For a given year, the Board may make available career change/early retirement incentives. If the Board so chooses, the Board will announce the availability of the career change/early retirement incentives by ~~October~~ **December** 1st. At that time, the Board will determine the number of career change/early retirement slots that will be made available for the next school year. Applicants for these slots must respond in writing no later than ~~December~~ **January** 1<sup>st</sup>. If there are more applicants than slots in a given year, slots will be awarded by seniority in the district.

- 20.2 Any teacher who will have accumulated fifteen (15) years of teaching service in the district and who will reach fifty (50) years of age by the next June <sup>30<sup>th</sup></sup> and who retires/resigns from the district will be eligible **to apply** for the benefits as follows:

- (1) The teacher who retires/resigns under this plan will receive a cash payout of ~~eighty percent (80%)~~ **fifty percent (50%)** of his/her last full year **base**

salary with the district exclusive of any extra compensation for extracurricular **or other professional** activities

- (2) The cash payment as described above will be made in ~~four (4)~~ **three (3)** equal installments on or before September <sup>1st</sup> of the first ~~four (4)~~ **three (3)** following the teacher's retirement/resignation. The payments will be less applicable deductions for state and federal taxes. The teacher may opt to have the district pay directly into the teacher retirement system.
- (3) The individual teacher will be entitled to dental insurance coverage for one (1) year following the effective date of the retirement/resignation from July <sup>1st</sup> through June <sup>30th</sup> in accordance with the terms of Section 9.4 of this Agreement.
- (4) Following the expiration of the one-year period for insurance coverage, the teacher will be allowed to continue dental insurance coverage in the district's group plan at his or her own expense for a period of eighteen (18) months.
- (5) Dental insurance coverage will not be available if coverage could be obtained from a subsequent employer.

### 20.3 "Air Time" Retirement

A teacher vested in the Vermont State Teachers' Retirement System (VSTRS) and who will have accumulated 15 years of teaching service in the district and who also meets the eligibility requirements to purchase "Air Time" as determined by the VSTRS (Vermont State Teachers' Retirement System) may elect to have the District use all or a portion of the above referenced ~~eighty percent (80%)~~ **fifty percent (50%)** to purchase up to five (5) years of the "Air Time" in the VSTRS, as may be needed for the teacher to reach the maximum retirement benefit. As in Section 20.2, this retirement incentive is subject to Board approval on an annual basis. Any/all interest charges incurred, as part of this "Air Time" retirement incentive will be the sole responsibility of the teacher.

### 20.4 Procedures

A teacher who wishes to apply for this program will tender a letter of resignation to be effective June 30<sup>th</sup> by ~~December~~ **January** 1<sup>st</sup> following the Board's ~~October~~ **December** 1<sup>st</sup> announcement of the availability of the Program.

### 20.5 Protections

The program is strictly voluntary and no teacher will be obligated or pressured to participate in it. **The Boards have no obligation to offer the program in any given year.**

## ARTICLE 21

### REDUCTION IN FORCE

21.1 The Board may issue a reduction in force where there is a loss of funding, a drop in student enrollment, or when it believes there are educationally viable reasons to do so. However, the Board agrees that the reduction of the professional staff of Twinfield Union School and Cabot School covered by this Agreement will not be made arbitrarily, capriciously, or without basis in fact. Should it become necessary to institute a reduction in force, the procedures below will be followed:

- A. Association Notification – The Association will be notified of any proposed staff reduction as early as possible or by March 15<sup>th</sup>. In the event of a petition or reconsideration of the budget, the Board will notify the Association as soon possible of potential RIFs. Such notification will be in writing and will include the specific positions under consideration.
- B. Attrition, Turnover, Voluntary Transfer – No teacher will be laid off under the provisions of this Article if the reduction can be accomplished through staff turnover, attrition, or voluntary transfer.
- C. **Teacher lay-offs will made by seniority within each employing school District or Supervisory Union and within the following employment categories:**

#### **Elementary (Grades Pre K-6):**

**(1) Classroom teachers employed in grades pre K-6 shall be laid off in the reverse order of seniority provided the teachers who remain hold appropriate licensure and endorsement required to properly staff the remaining classroom teaching positions.**

**(2) Specialty teachers: Teachers employed in a specialty position (e.g., music, art, physical education, etc.) shall be laid off in the reverse order of seniority within the specialty area in which the reduction in force occurs, provided the teachers who remain hold appropriate licensure and endorsement required to properly staff the remaining teaching positions within that specialty.**

**Middle and High School (Grades 7-12): teachers employed in grades 7–12 shall be laid off in reverse order of seniority within the academic area in which the reduction occurs, provided the teachers who remain hold appropriate licensure and endorsements for the remaining teaching positions within that academic area. A teacher may be subject to reduction hereunder if a majority of said teacher's teaching assignment is performed within the academic area in which the reduction occurs.**

**Supervisory Union: Teachers employed by the Supervisory Union shall be laid off in the reverse order of seniority, provided the teachers who remain hold appropriate licensure and endorsement required to properly staff the remaining teaching positions in the Supervisory Union.**

**Notwithstanding the foregoing, if a teacher within an employment category in which a reduction in force will be implemented is on an improvement plan that teacher may be laid off prior to a less senior teacher in the employment category.**

- D. Teacher Notification – Notice of layoff under the provisions of this Article to the teacher(s) affected will be no later than April 15<sup>th</sup>. Layoff of a teacher will only be issued after a meeting between the teacher(s) involved and the Principal, at which time the teacher(s) will be notified in writing of the reason(s) for the layoff. The teacher may, at his or her option, have a representative of the Association present at such a meeting.
- E. Seniority Computation – For the purpose of this Article, seniority is computed from the beginning of the teacher’s most recent period of continuous employment in the school district, and accrues as of the date he or she signed his or her contract. Part-time teachers accrue seniority on a pro-rate basis.

By November 15<sup>th</sup> of each school year the Superintendent will provide the Association with a list showing the seniority of each teacher by endorsement and will, thereafter, promptly notify the Association of any changes in said list. The Association, by its President, will after examination of such list or notice of change, sign the Superintendent’s copy indicating concurrence.

- F. Leave of Absence – Seniority will continue to accrue during all paid leave of absence. Leaves of absence without pay will not be included in calculating seniority. Leaves of absence will be considered to have interrupted service. Seniority will be established annual as of November 1<sup>st</sup>.

G. Reassignment –

- (a) If an opening exists for which a teacher affected by the reduction in force is licensed and endorsed and qualified by experience and/or education, he/she will be transferred to the position. A teacher who is not currently licensed and endorsed for the opening may be considered for the position if he/she can be licensed and endorsed in time to fill the position. This determination is to be made at the sole discretion of the Superintendent.
- (b) A teacher who is transferred to an area in which he/she is not currently teaching will be under a one (1) year probationary period. During this period the teacher will:
  - i. Be assigned a mentor
  - ii. Do goal-setting with the mentor
  - iii. Have a minimum of three (3) observations
  - iv. Complete a self-evaluation
  - v. Receive a summative evaluation by April 1<sup>st</sup>

H. Leave for Interviews – Any teacher(s) affected by a reduction in force may request up to three (3) days leave, with pay, for the purpose of interviewing for other employment.

I. Retirement Incentive – Any teacher affected by a reduction in force who is otherwise eligible for the Retirement Incentive described in this Agreement may be offered the Incentive as a severance package.

21.2 Recall Rights

Laid-off teachers will be recalled in seniority order to vacancies within their category of service as defined below in the Article. A laid-off teacher will have recall right for two (2) years following the effective day of layoff, which is July 1<sup>st</sup>, and if recalled, will retain all benefits, including seniority, accrued at the time of layoff.

If a recalled teacher has secured employment elsewhere, he/she will be allowed a reasonable amount of additional time before being required to report to work.

All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to the teacher upon return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position. A teacher will not receive increment credit for the time spent on layoff.

Recall Notice

Notices of recall will be sent by the Board certified mail/return receipt requested to the last address given to the Board by the teacher, and a copy of each recall notice will be also sent to the President of the Association. If the teacher fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offer and waives recall rights under this Contract.

## ARTICLE 22

### WORKING CONDITIONS

~~22.1 The teaching day will begin no earlier than 7:30 am and extend no later than 3:00 pm.~~

~~All teachers will have a duty free lunch.~~

~~All teachers will have no less than 40 minutes of preparation time daily.~~

~~All teachers will have a minimum of 150 minutes collaborative planning time weekly.~~

#### Twinfield Teachers Only

~~All teachers will have a 45 minute common planning time at the beginning of each day in addition to the minimum 40 minutes of preparation time daily.~~

22.21 Professional Development Committee

~~Each school's Professional Development Committee will be composed of four teachers representative of elementary, middle, high school and specialty areas, a building administrator and representative from the Superintendent's office. Teacher representatives will be chosen through a collaborative process by the Association and administration.~~

The purpose of the Professional Development Committee will be to identify professional development needs within the supervisory union with regular input from teachers to inform their decisions, to plan ways to increase student learning, to coordinate with the other school's professional development committee and to identify and plan supervisory union-wide professional development activities. The Committee will make recommendations to the Superintendent in the development of the inservice calendar.

Method of operation: The Chair of the Committee will be a teacher. The Chair, with input from the other members of the Committee, will prepare the agenda and facilitate the meeting. In the absence of the Chair an alternate will be designated.

The Committee will meet no less than once per month during the school year. The Committee will make decisions by consensus. Minutes will be kept for each meeting, posted in the school, provided to the Superintendent and made available on request to any member of the faculty, Board or community.

**Each school's Professional Development Committee will be composed of four teacher representatives from across the school, a building administrator and representative from the Superintendent's office. Teacher representatives will be chosen through a collaborative process by the Association and administration.**

22.3 The Principal and/or his/her designee will develop a duty supervision schedule in cooperation with teacher representatives for the up-coming school year, ~~no later than June 30th~~, that will provide adequate and appropriate recess supervision

#### 22.4 Scheduling Meetings

The administration and/or the special education department will use the following priority list to arrange meetings:

- a. First, attempt will be made to schedule a meeting during the ~~45~~**40**-minute common planning time each morning.
- b. Second, attempt will be made to schedule a meeting during the teacher's individual planning time.
- c. Third, attempt will be made to schedule during the school day with appropriate coverage arranged by the administration.
- d. Last, the meeting may be scheduled after school with at least one week's notice by the administration. After school meetings will have a clearly stated agenda and a clearly designated ending time.

The expectation is that teachers will attend meetings. If a teacher is unable to attend a scheduled meeting, the teacher will notify the administration immediately of the reason for his/her inability to attend. A teacher may be excused through procedures set forth in Vermont State rule 2363.4 (c) (1) and (2).

#### 22.5 Twinfield Teachers Only

The administration will make every attempt to set schedules for each school year in the spring. If the proposed schedule changes, teachers will be notified immediately of the changes in order to allow them to prepare classes for those changes. If the scheduling change significantly impacts the curriculum (i.e. change in the number of days a class held, change in which semester/trimester a class occurs), every attempt will be made to include the teacher in the discussion

prior to any change. If the teacher is informed of a change in schedule that **significantly** impacts curriculum less than two (2) weeks before the beginning of the school year or during the school year, the teacher will **eligible for payment as provided in Section 12.3.**

~~a. Be paid on per diem basis up to ten (10) days for planning time spent outside of school time, or~~

~~b. Be released from school day responsibilities for up to ten (10) school days for planning time.~~

22.6 In cases of emergency, the health, safety or well-being of students is the primary responsibility of teachers, and they will act accordingly. Teachers, except for those whose job responsibilities require servicing the health and medical needs of student, will not be required to administer medicine or to perform non-emergency medical or health procedures for students.

22.7 Teachers will immediately report to the principal or other supervisor cases of assault suffered by them, or instances of any physical altercation of any sort in which they may be involved, which relates in any way to their employment. Such notification will immediately be forwarded to the Superintendent, who will comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the person or persons involved, *except such information, the dissemination of which is restricted by law.* The Principal will act in an appropriate manner as a liaison among the teacher, police, and the courts. Nothing in *this* provision, however, will be construed to abridge the right of a teacher to seek redress at law, or to allow abridgement of the right to privacy of a juvenile as defined by law.

22.8 The Board will provide liability insurance and coverage for teachers in accordance with the provisions of VSA § 1756.

22.9 Mentoring

Mentors will be provided for teachers who are new to the profession for 2 years, teachers who are new to the district for 1 year, teachers who have transferred to an area they were not teaching the previous year (see section 21.1 F) for 1 year, and to teachers in focused assistance, if desired, and when assigned by the administration.

The stipend for mentors will be \$1,000 for a full year. If mentoring is initiated after the beginning of the year, the number of hours will be negotiated and the stipend pro-rated accordingly. Mentors will work no more than 60 hours per year. Additional hours may be added by the administration with agreement by the mentor with the stipend pro-rated for the time.

~~Criteria for selection, training, and expectations for mentors will be developed by a joint committee made up of no fewer than two teachers each from Cabot School and Twinfield Union School, no fewer than one special educator from the supervisory union and administrative representatives. The committee will report back to the Negotiating Councils with their findings no later than December 31.~~

## **ARTICLE 23**

### **NO STRIKE PLEDGE**

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

**IN WITNESS WHEREOF**, the parties hereunto set their hands this day.

CABOT BOARD OF SCHOOL  
DIRECTORS

CABOT TEACHERS ASSOCIATION

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

Date \_\_\_\_\_

Date \_\_\_\_\_

TWINFIELD BOARD OF SCHOOL  
DIRECTORS

TWINFIELD EDUCATION  
ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)