

**AGREEMENT BETWEEN**

**THE**

**ST. JOHNSBURY BOARD OF SCHOOL DIRECTORS**

**AND THE**

**ST. JOHNSBURY EDUCATION ASSOCIATION**

**2008-2009 - 2010-2011**



## TABLE OF CONTENTS

AGREEMENT		PAGE 1
PREAMBLE		PAGE 1
ARTICLE I	RECOGNITION	PAGE 1
ARTICLE II	NEGOTIATIONS	PAGE 1
ARTICLE III	COMPLIANCE	PAGE 1
ARTICLE IV	TEACHERS' RIGHTS	PAGE 2
ARTICLE V	GRIEVANCE PROCEDURE	PAGE 4
ARTICLE VI	SCHOOL CALENDAR	PAGE 6
ARTICLE VII	FINANCIAL BENEFITS TO TEACHERS	PAGE 6
ARTICLE VIII	TEACHER EVALUATION	PAGE 8
ARTICLE IX	TEACHER DISMISSAL	PAGE 10
ARTICLE X	TEACHER NON-RENEWAL	PAGE 10
ARTICLE XI	RELEASES	PAGE 11
ARTICLE XII	REDUCTION IN FORCE	PAGE 11
ARTICLE XIII	TEMPORARY LEAVE OF ABSENCE	PAGE 12
ARTICLE XIV	MEDICAL LEAVE	PAGE 13
ARTICLE XV	EXTENDED LEAVES OF ABSENCE	PAGE 15
ARTICLE XVI	FAMILY LEAVE	PAGE 16
ARTICLE XVII	SABBATICAL LEAVE	PAGE 16
ARTICLE XVIII	LEAVE OF ABSENCE	PAGE 17
ARTICLE XIX	PROFESSIONAL DEVELOPMENT and EDUCATIONAL IMPROVEMENT	PAGE 18
ARTICLE XX	INSURANCE	PAGE 18

## TABLE OF CONTENTS

ARTICLE XXI	DEDUCTIONS FROM SALARY	PAGE 19
ARTICLE XXII	MENTORING	PAGE 20
ARTICLE XXIII	PROMOTIONS, TRANSFERS, and REASSIGNMENTS	PAGE 21
ARTICLE XXIV	RIGHTS OF THE BOARD	PAGE 21
ARTICLE XXV	INTERRUPTIONS and STOPPAGES in PROFESSIONAL PERFORMANCE	PAGE 21
ARTICLE XXVI	SEVERABILITY	PAGE 22
ARTICLE XXVII	WORKERS' COMPENSATION	PAGE 22
ARTICLE XXVIII	DURATION	PAGE 22
SIGNATURES		PAGE 23
APPENDIX A	GRIEVANCE REPORT	PAGE 24
APPENDICES B - C-4	SALARY SCHEDULES	PAGE 26-30

## **AGREEMENT**

This Contract is entered into between St. Johnsbury School Directors, hereinafter to be known as the “Board,” and the St. Johnsbury Education Association, hereinafter to be known as the “Association,” which Contract shall become effective on July 1<sup>st</sup>, 2008, and shall continue in effect according to Article XXVIII Duration.

## **PREAMBLE**

This Contract is entered into by the contracting parties in order to effectuate the provisions of Title 16, Chapter 57 of the Vermont Statutes Annotated, to encourage and increase effective and harmonious working relationships between the Board and the teachers of the Association to enable the teachers to more fully participate in and contribute to the development of policies dealing with salaries, economic conditions of employment, and other matters of mutual concern, consistent with the provisions of Vermont State law, and to educate the children of St. Johnsbury.

## **ARTICLE I RECOGNITION**

- 1.1 The Board herein recognizes the Association as the sole and exclusive agent for all teachers of the St. Johnsbury School District for the purposes of negotiating and administering this Contract, as defined by Vermont Statutes Title 16, Section 1981[5].

## **ARTICLE II NEGOTIATIONS**

- 2.1 Not later than October 1<sup>st</sup> of the school year in which this Contract expires, the Board agrees to enter into negotiations with the recognized Association legally certified to represent the teachers, in order to arrive at a successor Contract. All negotiations shall be conducted in accordance with and pursuant to Title 16, Chapter 57, and Vermont Statutes Annotated.

## **ARTICLE III COMPLIANCE**

- 3.1 This Contract is a complete agreement between the contracting parties covering all terms and conditions of employment applicable on the effective date of this Contract and will continue to be so applicable during the term of the Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of and neither the Board nor the Association shall be under any obligation to discuss with the other party any modifications or additions to

this Contract, which are to be effective during the term of this Agreement; except as may be herein provided for.

- 3.2 The provisions of this Agreement shall not be altered or amended unless mutually agreed to and signed by both parties.

#### **ARTICLE IV TEACHERS' RIGHTS**

- 4.1 The Board recognizes the right of each teacher to freely organize, join, and support the Association, or any teachers' group of his/her choice, for the purpose of engaging in collective negotiations with the Board.
- 4.2 The Board shall not discriminate against any teacher by reason of his/her membership or non-membership in the Association, or his/her participation in any grievance consistent with the terms and procedures of this Contract.
- 4.3 The Board shall not discriminate in the employment of any teacher on the basis of race, creed, color, religion, national origin, sex, sexual orientation, ancestry, place of birth, gender identity, age, marital status, disabling condition or town of residence.
- 4.4 A teacher shall not be reduced in rank, compensation, disciplined, or discharged arbitrarily, capriciously, or without just and sufficient cause.
- 4.5 The Board and the Association recognize that the demands placed on teachers as the result of integration of all students into classrooms are significant. Teachers must deal with a wider spectrum of students both in terms of intellectual ability and in terms of emotional well being than have been historically required. As a result, teachers are required to make accommodations for such students to allow their successful integration into classrooms.
- a. Teachers will have available to them training to address these new demands. Training will be provided to them both through in-service programs in the District as well as through professional development and educational improvement opportunities provided pursuant to Article XIX of this Agreement.
  - b. The District recognizes its obligations to review on a continuing basis the planning requirements necessary to assist teachers in facing these challenges. Such planning requirements will give consideration to class size, distribution of students with special needs, and availability of support staff including but not necessarily limited to resource teachers, appropriate therapeutic services, and paraeducator assistance.
  - c. The administration will make all reasonable attempts to solicit input from teachers, guidance counselors, and special educators regarding the placement of students with special needs pursuant to the policies established by the Vermont State Board of Education and the St. Johnsbury School District.

d. Special educators shall write individual education plans (IEPs).

e. Daily custodial maintenance of students with special physical or medical needs including but not limited to tracheotomy, colostomy, respiratory conditions and incontinence will not be the responsibility of the classroom teachers. Teachers are not obligated to dispense medication to students. The distribution through the District of students with special needs will be considered along with building facilities, school services, class size, support staff, and other factors before finalizing classroom assignments.

4.6 No teacher is required to undertake work with students which would expose the teacher or others to a reasonably foreseeable risk of harm. In the event a teacher feels threatened by a student, parent, guardian, or other employee, a plan of action to ensure a safe environment will be created by the teacher, another teacher and an administrator.

4.7 The individual Contract for each teacher shall state salary, number of Contract days, grade level, building, and area of professional responsibility when appropriate. Contracts will be issued on or before April 15<sup>th</sup>. A teacher shall indicate acceptance of the offer by signing and returning the contract within fifteen (15) school days from the date of issuance. In the event that requirements of the District change, and after advising the teacher as soon as possible, the District may amend the teacher's grade level, building, or area of professional responsibility for which that teacher is licensed or qualified for licensure. Upon request a teacher may be granted an additional (15) school days in which to return their contract.

4.8 Notification of contractual issues to a person covered by this Agreement involving layoffs, dismissal, or change of assignment will be made to the teacher affected in a private setting at the conclusion of the school day.

4.9 Notification of Highly Qualified Status:

The administration and the Association will draft a letter from the Superintendent informing parents of the ESEA/NCLB "highly qualified" notification requirements and submit same to the Commissioner of Education for approval. Until approval has been obtained, the Commissioner's draft letter will be used.

This same process shall be used for letters regarding teachers who are not yet highly qualified.

4.10 Any teacher who is required to relocate his/her classroom/office will be compensated at a rate of \$100.00 per day for a maximum of three (3) days for a classroom and two (2) days for an office.

4.11 Teachers who are required by the Administration to use their personal automobiles for official school business will be reimbursed at the current IRS rate. Teachers will not be required to transport students as a condition of employment.

4.12 The School Board and the Association recognize the importance of having time during the school day for planning, collaboration, and continuous professional learning. To that end, each

teacher will have a 40 minute planning period per day. An additional 40 minute planning period will provide a double block one day per week for the purpose of team planning, technical assistance, and/or professional development. The agenda for the professional development double block will be determined by the administration with input from each teaching team, house, or the faculty. The intent will be to further the yearly school wide professional goals as guided by the action plan.

4.13Duty Free Lunch: To the extent possible the Administration supports the concept of a duty free lunch. This period should not exceed the length of time extended to their students. Scheduling of this period should be worked out by the teachers in each “house.” These schedules should be submitted to the Administration at the beginning of each school year.

## **ARTICLE V GRIEVANCE PROCEDURE**

**Definition:** A grievance shall be construed for the purpose of this Contract to mean a claim or dispute involving the interpretation and/or application, either in whole or in part, of the terms of this Agreement. Under no circumstances shall any matter, which is not a part of this Contract, be considered a valid cause of grievance. This exclusion shall include items intended for future negotiation and those which may be under current negotiation, but which have not been made a part of the existing Contract. A grievant, or aggrieved person shall be such person or persons as institutes a grievance at its initial stage or step under this Contract. The Association shall be the exclusive representative for grievances filed per this article.

**Time Limits:** All time limits contained in this grievance procedure shall consist of school days except when a grievance is submitted on or is in progress after the school year ends. Time limits shall consist of all weekdays, excluding holidays.

**Right to Representation:** The grievant shall, at all steps in the formal grievance procedure herein provided for, be entitled to be represented by a representative of the Association.

**Procedure Requirement:** No grievance shall be entertained except in accordance with the procedures specified in this Contract. Failure by the grievant to adhere to these procedures within the specified time periods shall render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time periods shall not be construed to be a decision in favor of the grievant. The grievance may be referred to the next appropriate step. A grievant must file, in duplicate, a standard Grievance Report Form at each step, a copy of which shall be filed at the same time with the Association.

**Pass-Through Provisions:** A grievance more appropriately filed with the Superintendent may be filed initially at Step 2 of this procedure.

**Right to Withdrawal of Grievance:** A grievance may be withdrawn at any step without establishing precedence.

**Right to Hearing:** The grievant shall at any or all steps of the grievance procedure be allowed a hearing if so requested within the time limit provided at the appropriate step(s).

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

**Step I** - The Association shall forward, in duplicate, a copy of the Grievance Report Form to the appropriate principal, setting forth the specific problem being grieved and stating the redress sought. The principal shall, within five (5) days after receipt of the specified documents, render in writing a decision, a copy of which shall be given to the grievant and to the Association. No grievance shall be given consideration unless it is filed in accordance with the procedure herein within thirty (30) school days from the time the employee knew or should have known of the occurrence which gave rise to the grievance.

**Step II**- If the grievance is not resolved at Step I, the Association shall within five (5) days, forward, in duplicate, a copy of the Grievance Report Form to the Superintendent of Schools, indicating the reason for the dissatisfaction with the decision of the principal, and stating the redress sought. The Superintendent shall notify the Association of his/her receipt of the grievance and upon such notification, the Association shall forward to the Superintendent a memorandum stating the concurrence or non-concurrence of the Association in the appeal of the grievance to Step II. The Superintendent shall, within five (5) days after the receipt of the specified documents, render in writing a decision, copies of which shall be given to the grievant and to the Association.

**Step III** - If the grievance is not resolved at Step II, the Association shall within five (5) days forward, in duplicate, a copy of the Grievance Report Form to the Chair of the Board of School Directors or his/her agent, setting forth the reason for the dissatisfaction with the decision of the Superintendent of Schools and stating the redress sought. The Chair of the Board of School Directors or his/her agent shall notify the Association, in writing, that the grievance has been received. Upon receipt of a grievance, the Board Chair will schedule within fourteen (14) days a hearing before the Board of School Directors. Preceding Board action, the Association will forward to the Board Chair a memorandum stating the concurrence or non-concurrence of the Association in the appeal of the grievance to Step III.

**Step IV**- If the grievance is not resolved at Step III; the Association shall within ten (10) days request binding arbitration upon the matter. Such request shall be made in writing and delivered in person or by certified mail (return receipt requested) to the Superintendent of Schools. Personal delivery shall warrant a dated, signed receipt. The person of an arbitrator shall be determined by mutual agreement between the Board of School Directors, or its designated representative, and the Association, or its designated representative. Should the parties be unable to agree upon an arbitrator, arbitration shall be requested from the American Arbitration Association in accordance with its rules and procedures. Decisions of the arbitrator in matters of grievance shall be final and binding. Costs of the arbitrator shall be borne jointly by the parties to the grievance. The arbitrator shall have no power to alter or amend the terms of this Contract. However, the arbitrator shall be empowered to include in any award such financial reimbursement or other remedies, as s/he shall judge to be proper. Should any party desire a transcript of the proceedings in arbitration, that party shall bear the full costs of such transcript. The Board, the administration, and the Association agree to cooperate in the investigation of any grievance, and further agree to furnish one another with any information requested, which is established to be pertinent to the processing of a dispute presently being grieved. No new evidence shall be presented in arbitration that has not been previously presented to both parties.

No grievance shall be initiated or processed during assigned working hours unless mutually agreed upon by both parties.

No reprisals of any kind will be taken by the Board or the Association against any teacher because of his/her participation in this grievance procedure.

Under no circumstances shall a minor be a party to or a participant in any grievance procedure, unless prior written consent by a parent or guardian has been filed with the Superintendent of Schools.

## **ARTICLE VI SCHOOL CALENDAR**

- 6.1 The work year for teachers shall consist of one hundred and eighty-six (186) days:
- a. One hundred seventy-five (175) teaching days.
  - b. Two (2) teacher work days for parent conferences.
  - c. Two (2) days of in-service before the start of school.
  - d. One (1) scheduled teacher work day before the start of school
  - e. One (1) scheduled teacher work day following the last student day.
  - f. Five (5) in-service days to be determined by the Superintendent following consultation with the Association.
  - g. Two (2) additional orientation days may be scheduled, contiguous to the in-service days before school begins, to provide additional instruction for teachers who are new to the District.
  - h. No school will be scheduled on Vermont-NEA days and such days will not be counted toward the contractual requirements

6.2 Except as may be otherwise provided by law, the calendars for the school years covered by this Agreement shall be determined by a committee comprised of the Board, the Superintendent, and two members of the Association. Each spring the calendars and any significant changes to the normal school day for the school years covered by this agreement shall be determined by a committee comprised of the Board, the Superintendent, and two members of the Association. Five (5) days are to be scheduled on the school calendar for emergencies. In the event it becomes necessary to schedule more than five (5) emergency days, the Superintendent will meet and mutually agree with the Association before scheduling the days.

## **ARTICLE VII FINANCIAL BENEFITS TO TEACHERS**

- 7.1 Salaries of all teachers covered by this Agreement are set forth in Appendices A-1 through A-4. A salary increment may be withheld from a teacher who is on probation when, in the judgment of the Superintendent of Schools, just and sufficient cause exists to warrant such action. The teacher shall be warned in writing by December 1st that such action is pending, affording an opportunity to remedy the situation with corrective measures before final action by the Board.
- 7.2 ***Prior Service:*** A minimum of one-half (1/2) step shall be allowed for each year of experience in accredited schools (approved for State Aid).

7.3 ***Military Service:*** Any teacher called for active military service shall be on leave status for the duration of service. The School District agrees to comply with all Federal and State laws and regulations with regard to Uniformed Services Employment and Reemployment Rights.

- a. The board shall grant full year salary schedule credit.
- b. The same or substantially equivalent teaching position will be assigned to the teacher when returning from active duty.
- c. Any unused sick leave will be carried forward.
- d. The teacher shall receive any prorated money earned for time taught.
- e. While on active duty, a teacher's absence will be considered an approved leave.
- f. The teacher will be entitled to continue to receive medical insurance, dental insurance, disability insurance, life insurance, and any other benefits contained in this Contract.

7.4 ***Credits Beyond Bachelor's Degree or Master's Degree:*** A teacher's increment level on the salary schedule shall be adjusted to reflect graduate study in increments of: (a) BS+15, (b) BS+30, (c) BS+45\Master's, (d) BS+60\Master's+15, (e) Master's+30 and (f) CAS. The following criteria must be met:

- a. All credits taken must be graduate level courses.
- b. Teachers' credits must be in an area that will make them better teachers in this system, and must have the approval of the Superintendent of Schools. Teaching contracts shall be amended no later than September 1<sup>st</sup> of the contract year if the teacher involved completes enough credits to change increment levels. A statement of intent shall be filed with the Superintendent before January 1st of the existing contract year. Following completion, a transcript of credits completed shall be filed with the Superintendent.
- c. In the event a teacher with BS+45 and/or BS+60 attains a Master's degree he/she will move one column, provided that at least 15 of the credits earned toward the Master's degree have not previously been applied for horizontal movement on the schedule. Thereafter, horizontal movement will be on the basis of new graduate level credits earned after attainment of the Master's degree.

7.5 All teachers will have the option of receiving their pay in two methods: twenty-four (24) payments per year (August 30<sup>th</sup> through August 15<sup>th</sup>), or twenty (20) payments per year (August 30<sup>th</sup> through June 15<sup>th</sup>). Payroll will be processed on the 15<sup>th</sup> and 30<sup>th</sup> of each month. If a payday falls on a holiday, weekend or school break, the payroll date will be modified to be issued on the work day directly preceding.

Summer paychecks will be mailed.

All teachers new to the district must have a completed payroll packet on file with the business office at least seven (7) weekdays prior to the August 30<sup>th</sup> payroll. Staff submitting packets after that date will be processed with the September 15<sup>th</sup> payroll.

7.6 A teacher who is under contract for more than one half of contracted teaching days will receive a full step increment if performance is satisfactory. A teacher under contract for less than one half of contracted teaching days will remain on the same step for the next contract year. A salary

increment may be withheld from a teacher who is on probation when, in the judgment of the Superintendent of Schools, just and sufficient cause exists to warrant such action.

- 7.7 The Board and the Association agree to increase the teachers' salaries contained in this Agreement if, during any year of the Agreement, the Vermont Legislature appropriates funds specifically designated to improve teachers' salaries. In the event the legislature appropriates a sum of money specifically designated for increasing teachers' salaries, said amount shall be applied to the existing salary schedule, if a schedule exists, or distributed as an equal percentage increase to all teachers. The collective bargaining agent shall be consulted in regard to the distribution of any such funds, but the Board's decision shall be final.
- 7.8 Any employee who is called to jury duty occurring on a school day shall receive regular pay from the District during the time of service or jury duty. Any sum given the employee on jury duty as a travel expense is to be retained by the employee. Any sum given the employee for services is to be endorsed by the employee to the St. Johnsbury School District.
- 7.9 ***Planning Period Compensation:*** Any teacher asked to substitute through his/her daily planning period will be compensated at a rate of \$60.00 per planning period. The teacher will submit a time sheet for said planning period to his/her immediate supervisor to document the time for the business office.
- 7.10 When the Administration asks teachers to work additional days, beyond the specified term of this agreement, and teachers agree to work the additional time, teachers will be compensated at a per diem rate for pre-approved work, school quality work, committee work, assessment work related to state mandates, or any other work that the administration deems necessary.

Teachers will be compensated at a rate of \$100.00 per day for pre-approved time requested by teachers for team planning.

- 7.11 Teachers newly hired to the District shall not be placed on a step/column higher than teachers hired prior to July 1, 2003 who have the same education and experience.

## **ARTICLE VIII TEACHER EVALUATION**

- 8.1 The evaluation of teachers is important to the District as well as to the individuals and the children of this community since the purpose is to improve instruction.
- 8.2.A A teacher in his/her first two years of employment in the district working under a probationary contract as defined by Title 16 § 1752 (2), shall receive at least two (2) written performance evaluations during each year of probationary service.
- B. A teacher who has taught in the St. Johnsbury School District for three years or less will be evaluated at least once each year.

C. All other teachers will be evaluated once every three years unless the Principal or Superintendent determines that a special evaluation is necessary or desirable.

8.3 When evaluation of a teacher takes place pursuant to Section 8.2, such evaluation shall result in a written report. The teacher shall be given a copy of any and all evaluation reports prepared by his/her evaluator(s) and shall be entitled to a conference to discuss the report. No such report shall be submitted to the Central Office without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. All written evaluations shall be signed by the evaluator. The subject of the evaluation shall be given an opportunity to sign the evaluation and attach comments before it becomes a permanent record in their personnel file.

8.4 No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material with the Superintendent. The teacher shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher will have the right to submit a written statement to such material and the statement will be reviewed by the Superintendent and attached to the filed copy.

8.5 Teachers will have access to their personnel file. To view the file the teacher must schedule an appointment with the Human Resources Secretary. Said secretary or an appropriate administrator will be present during the file review. The teacher has the right to receive copies of any material contained in the file, but may not remove any documentation without written authorization of the Superintendent.

8.6 Evaluations:

- a. Evaluations will be conducted openly with full knowledge of the teacher. Written reports following formal evaluations will include specific suggestions and assistance in working toward a desired goal.
- b. Any new evaluation instrument or changes to an existing evaluation instrument or procedure to be used in evaluation of teachers will be developed by a committee that includes at least two members of the Association. Final approval of any evaluation instrument will be subject to Board approval.

**ARTICLE IX  
TEACHER DISMISSAL**

- 9.1 The procedure for suspending and/or dismissing a teacher shall be in accordance with Title 16, Vermont Statutes Annotated, Chapter 53, Section 1752, provided, however, that matters involving suspension or dismissal of a teacher may be brought through the grievance procedure culminating in final and binding arbitration.

**ARTICLE X  
TEACHER NON-RENEWAL**

- 10.1 A teacher holding a Level II license to teach shall be given a warning in writing within five (5) days of an evaluation if deemed warranted by the Superintendent. S/he shall be notified in writing by the Superintendent no later than February 15<sup>th</sup> as to whether or not his/her contract shall be renewed. In the event that the District is required to hire a teacher (1) to fill a leave of absence of a teacher on staff, (2) to replace a teacher who has been released from his or her contract after July 1<sup>st</sup>, or (3) to fill an addition to staff after August 15<sup>th</sup> as a result of but not necessarily limited to, a change in student population or any other reason, the teacher hired shall not benefit from the rights under Article IX (Teacher's Dismissal), Article X (Teacher Non-Renewal) and Article XII (Reduction in Force) of the Master Contract. All other benefits and obligations accruing under the Master Contract shall be granted to such teacher. Should the teacher be employed for a consecutive school year, the teacher shall accrue seniority and all rights of the Contract retroactive to the original date of employment.
- 10.2 A teacher holding a Level I license shall be given a warning in writing by the Superintendent no later than January 1<sup>st</sup> if his/her work is unsatisfactory. S/he shall be notified by the Superintendent in writing no later than March 1st whether or not his/her contract shall be renewed.
- 10.3 No teacher who has successfully completed his/her two year probationary period shall be denied a renewal of contract except for just cause and sufficient cause. As outlined in Title 16 § 1752 (2), a teacher working under a probationary contract during his/her first two years of employment with the St. Johnsbury School District may be non-renewed for any reason other than a reason prohibited by law, and may not grieve the decision of non-renewal under the provisions of this Agreement, provided that s/he has received two written performance evaluations during each year of probationary service.
- 10.4 The following will precede notification of non-renewal:
- (a) Written warning from the Superintendent outlining discrepancies, corrective steps to be taken by the teacher, and the time interval given to correct the situation.
  - (b) A conference with the Superintendent and the teacher for the evaluation of progress of corrective action.
  - (c) Recommendation by the Superintendent or the School Board for any action.

**ARTICLE XI  
RELEASES**

11.1 In its discretion, the Board may release any teacher from the obligation of his/her employment contract at the teacher's request. A teacher must give at least thirty (30) days' notice and be willing to ensure a smooth transition. All records and files shall be up to date and all information shared with the replacement. The date of termination shall be set by Agreement with the Superintendent. Each individual employment contract shall provide that the teacher, at the discretion of the Board, may pay the Board the sum of \$175, as liquidated damages for the costs of seeking, selecting, and training the replacement, and that the Board may offset any amounts it owed the teacher by the amount of such liquidated damages. Exceptions may be made by the Board for releases prior to July 1<sup>st</sup> or for reasons such as educational promotion or medical disability.

**ARTICLE XII  
REDUCTION IN FORCE**

- 12.1 Staff will not be reduced arbitrarily, capriciously, or without basis in fact.
- 12.2 When layoff is necessary under this Article XII, teachers with the least seniority shall be laid off; provided, the teachers who remain are licensed for the teaching positions that remain.
- 12.3 When all considerations are substantially equal, retention preference shall be given to teachers with greater length of service in the District. Length of service shall begin to accrue as of the date of employee's most recent period of continuous employment in the District as a teacher. Length of service shall exclude periods of unpaid leaves of absence.
- 12.4 In the event of a proposed reduction in force, the Association, after notification, shall have the opportunity to discuss the proposed reduction with the Superintendent and the School Board to make recommendations.
- 12.5 The Association and the teacher or teachers involved will be notified of any intended reduction in staff as early as is feasible. The Board and administration will make such notification before April 15<sup>th</sup> of the school year unless the annual meeting is moved forward, and then notification will be made up to two weeks after the meeting. In the event that federal funding is reduced or unanticipated enrollment declines occur, the Board reserves the right to reduce staff at any time up to and including July 1<sup>st</sup> of the calendar year in which the reduction is proposed to take place.
- 12.6 In the event that any eliminated teaching position is reinstated within a two year period following the date of its elimination, or there is a vacancy within the individual's licensure/endorsements, laid off teachers who have notified the office of the Superintendent in writing of their interest in maintaining an active employment file on or before February 15, will be recalled in order of seniority. If a teacher fails to respond within 10 calendar days, s/he will be deemed to have refused the position offered and waived all recall rights. A list of open

positions in the District will be made available upon request by teachers being laid off under this Article XII.

- 12.7 Layoff of a teacher will be made only after the teacher has been notified in writing, and only after a meeting between the teacher involved and the Superintendent to explain reasons.
- 12.8 All discussions shall be held with the teacher having the right to have someone of his/her choice in attendance. Any teacher so laid off shall receive a letter from the District specifying that the lay off was for reasons of reduction in force. Reduction in force shall not be used as a substitute for suspension, dismissal, or non-renewal.
- 12.9 No teacher will be laid off under this Article XII if there is an open position, except an extended leave under Article XV, for which s/he is licensed by June 1<sup>st</sup>.
- 12.10 Any teacher laid off under the provisions of this article will have primary consideration for substituting at the grade levels or subject areas for which s/he is licensed.
- 12.11 If a teacher is rehired for any position within two (2) years, a two-step increase will be considered earned for substituting more than eighty-five (85) days in a school year in the District.

**ARTICLE XIII**  
**TEMPORARY LEAVE OF ABSENCE**

- 13.1 When teachers are to be absent from school, it is their duty to notify the principal according to the policies established. Principals and/or designees are responsible for securing substitutes.
- 13.2 A full time certified faculty member will be entitled to the following temporary leaves of absence without loss of pay or deduction of medical leave each school year. Temporary employees will receive leave days on a pro-rated basis.
  - a. Up to five (5) bereavement days for immediate family per each occurrence.
  - b. The equivalent of four (4) days may be granted to attend the funeral of other relatives or friends.
  - c. Teachers will be granted one (1) professional day for the purpose of professional development designed to support the classroom curriculum. Additional professional development days may be granted if the teacher is requested to attend a workshop or other professional event by the administration for the purposes of supporting the Action Plan, the Commissioner's Required Actions, or other reasons required for school improvement. Additional days that are requested by a teacher and are justified by supporting the Action Plan may be approved at the discretion of the administration.
  - d. The Board will grant up to five (5) days personal leave each year, without loss of pay, for personal matters that may arise, except for the purpose of extending vacations or holidays.
    1. The Superintendent shall waive the restriction on the use of personal days prior to holidays and vacations to allow teachers to attend graduations or weddings for

- immediate family members.
2. The Superintendent may waive the restriction on the use of personal days prior to the holidays and vacations to allow teachers to attend other significant family celebrations.
  3. The Superintendent may waive the restriction on use of personal days prior to or following holidays or vacations due to unusual personal circumstances that would alleviate personal hardship, but not considering financial advantage.
- e. Up to four (4) days leave for unexpected and/or unavoidable circumstances as they pertain to the immediate household.
  - f. Up to five (5) days leave for significant illness in the immediate family. Immediate family member shall be spouse/party to civil union and the following members of teacher's or spouse's family: children (regardless of domicile), parents, and brothers, sisters, past legal guardians, dependents, and members of present household.
  - g. The president of the Association or the president's designee shall be granted leave without loss of pay up to the total of two (2) days for the purpose of visitations or other Association business. The Association will reimburse the District for the cost of a substitute.
  - h. Employees may use sick leave as per the Family Medical Leave Act (FMLA) and Vermont Parental and Family Leave Act (VPFLA) for illness in the immediate family.

**ARTICLE XIV  
MEDICAL LEAVE**

- 14.1 Teachers employed on a ten (10) month basis shall be entitled to fifteen (15) days medical leave, each school year without loss of pay. Upon request the Board may allow medical leave beyond the above stated limit. Medical days shall be defined as days absent for medical needs of the immediate family. Immediate family shall be spouse/party to civil union and the following members of teacher's or spouses' family: children (regardless of domicile,) parents, brothers, sisters, past legal guardians, dependents, and members of present household. Medical leave days may be accumulated to a maximum of 138 days. Once the maximum number of days is reached no additional days will be awarded as "current medical leave." Medical leave days shall be pro-rated for all part-time employees based on the percentage of the full contract actually worked.
- 14.2 Substitutes shall be hired for all teachers when competent and approved people can be found. If the District is unable to secure a substitute and/or lesson plans prepared by the classroom teacher, they may ask another teacher for assistance. If another teacher is asked to assume responsibility for all or most of another teacher's students, s/he will be compensated at the current substitute rate. If another teacher is asked to prepare lesson plans for another classroom, they will be compensated at a rate of \$25.00 per day.
- 14.3 No teacher taking medical leave shall be required to arrange for his/her own substitute.
- 14.4 Upon leaving the St. Johnsbury School District, a teacher shall be paid thirty dollars (\$30.00) for

each accumulated day of medical leave up to one hundred thirty-eight (138) days after twenty (20) years of service, or upon retirement with eligibility for benefits under the Teacher Retirement System of Vermont.

- 14.5 Extensions beyond stated medical leave may be given in exceptional circumstances at the discretion of the School Board upon the recommendation of the Superintendent. In cases of extensions without pay, a deduction of 1/186<sup>th</sup> of the contract salary will be made from the pay of the individual teacher for each day absent. Following an extended medical leave, the Superintendent may require, from a physician of his/her choice, at no expense to the teacher, a statement verifying the teacher's ability to perform satisfactorily in the classroom.
- 14.6 Teachers shall be notified at least annually in writing, by the District, as to the number of medical days accumulated.
- 14.7 On or before July 1<sup>st</sup>, teachers who have accumulated the maximum number of sick leave days may donate for use in a sick leave bank any excess days that will not be carried forward. The Human Resources Secretary shall maintain a detailed record of days donated to the sick bank, days deducted from the sick bank and a balance of days remaining in the sick bank. The sick bank committee will audit these records at least annually. A written summary of this review will be provided to the Association and the administration upon completion.
- 14.8 Teachers will submit a written statement indicating the number of days they wish to donate to the sick bank annually. This form shall be submitted to the Human Resources Secretary.

If additional days are needed to cover requested sick leave(s), any teacher may donate up to two (2) medical days from their current allocation.

The sick leave bank shall never exceed a total of one hundred eighty-six (186) days. The accumulated days in the sick bank shall continue from one school year to the next. The sick bank is intended to be used for unusual, long-term illnesses.

Teachers may apply to the sick leave bank for up to 90 days by submitting a written request to the sick leave committee. After using their accumulated sick leave they may use the sick leave bank days only until long-term disability insurance becomes available. Additional leave of no more than ninety (90) days may be granted by this committee. In the event that the committee is divided evenly the Board shall make the final approval.

The sick leave bank committee shall consist of the two administrators and two staff members appointed by the Association. The names of the administrative and teaching representatives shall be submitted to the Board for review annually.

Days shall be granted pending verification of the necessity to extend leave by an attending physician.

<b>Description</b>	<b>Current Days</b>	<b>Accum. Days</b>	<b>Notes</b>
Medical Leave	15	138	138 is Maximum Cap – Do not Exceed
Personal Leave	5	0	See Sections 13.2 (d. 1-3) for conditions
Emergency Leave	4		
Bereavement	5		
Bereavement - Other	4		May be granted per 13.2b
Professional	1		Others as approved by administration
*Association Business	2		Only available to the president(s)

**ARTICLE XV  
EXTENDED LEAVES OF ABSENCE (PREGNANCY)**

- 15.1 A teacher who is pregnant shall be entitled, upon request, to a leave of absence to begin at any time between the commencement of her pregnancy and the birth of a child. A leave of absence may be granted for a maximum of one (1) full-year. The Superintendent may extend the leave, at his/her discretion, to facilitate a smooth transition. The extension shall not go beyond the beginning of the next marking period. Said teacher shall notify the Superintendent in writing of her desire to take such leave and, except in the case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. The request shall include the intended date of return, determined by mutual agreement with the Superintendent. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions and has her physician's approval. Said teacher shall provide the Superintendent with a written statement of approval from her physician. All or any portion of absence taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available medical leave.
- 15.2 In the event of an unexpected personal or financial emergency, the teacher may petition the Superintendent for an early return to her position.
- 15.3 A teacher who is granted a leave of absence for pregnancy pursuant to Section 15.1 above, shall have the following reemployment rights: If a teacher notifies the Superintendent of his/her desire to return to active employment after a leave, which has resulted from child bearing and/or child rearing, said teacher shall be assigned to the same position which he/she held at the time the leave commenced, or to a substantially equivalent position.

**ARTICLE XVI  
FAMILY LEAVE**

- 16.1 A family leave of absence without pay shall be granted by the Board to a teacher for the purpose of child adopting and/or child rearing up until the child is attending first grade, pursuant to the following provisions and with the understanding that any leave under this Article XVI shall not exceed a total of fourteen (14) consecutive months:
- a. All such leave requests must be in writing and made at least thirty (30) days prior to scheduled leave commencement, except in cases of emergency or in the case of an adoption where such thirty (30) day notice may not reasonably be given, in which case as much notice as is reasonably possible shall be given to the Superintendent.
  - b. Leaves may be for a period of not less than six (6) weeks and not in excess of one (1) year, and the teacher shall specify the leave period sought in the written request. The Superintendent may extend the leave, at his/her discretion, to facilitate a smooth transition. The extension shall not go beyond the beginning of the next marking period.
  - c. A request for leave shall be accompanied by a copy of the birth certificate of the child born or a letter from the applicable court or agency indicating the tendency of an adoption.
  - d. Where adoption of a child older than one year is conditioned by the applicable court or agency upon the teacher taking a leave, parental leave for the required duration, up to one year, will be granted pursuant to this section.
  - e. A teacher granted a leave of absence under this Article XVI shall have reemployment rights according to Article XV.
  - f. Should both parents be employed by the District, only one parental leave per occurrence shall be granted.
- 16.2 In order to alleviate personal hardship, a leave of absence may be granted at the discretion of the Superintendent with approval by the Board for the purpose of caring for an elderly, terminally ill, or infirm family member pursuant to the provisions of Section 16.1 of this Article XVI.

**ARTICLE XVII  
SABBATICAL LEAVE**

- 17.1 A teacher who has served seven (7) consecutive years in the St. Johnsbury School District is entitled to sabbatical leave. This leave is for not more than one (1) year and is for the purpose of professional improvement. Application for such leave must include a detailed education plan and an agreement to return to teach in the St. Johnsbury School District for two (2) years following leave. A teacher who fails to return to the school for two (2) years following a sabbatical leave shall be liable for refund to the district of all monies paid during the period of leave. However, should a teacher not be able to return to school for stated period after a sabbatical leave because of staff layoff, proven eligibility for long term disability, or death, said teacher will be released from the obligation to refund monies paid during his/her sabbatical leave.

- 17.2 Applications for sabbatical leave shall be accepted for:
- a. One (1) academic year at 75% of the annual contract salary with full benefits.
  - b. One-half (1/2) academic year at 75% salary and full benefits for the half-year period.
- 17.3 A Sabbatical Review Committee composed of the Superintendent, Principal, and two persons appointed by the Association will screen the applications. Applications for the sabbatical leave must be received on or before November 15th of the school year preceding the sabbatical period requested. In all cases involving sabbatical leave applications the committee shall make a decision regarding the sabbatical no later than January 1<sup>st</sup>. A recommendation shall be made by this committee to the School Board for final approval. If there is a tie vote the committee will present both sides of the issue to the Board for final decision.
- 17.4 Sabbatical leave will be counted as years of service to the District.
- 17.5 Sabbatical leaves of absence may be combined with programs of study, research, professional writing, or other professional development aligned with the district goals. The person may not secure full time employment. Payments and benefits shall be made in the same manner and at the same time as the payments to other professional personnel.
- 17.6 There shall be intervals of not less than seven (7) consecutive years from the date of return to the district between sabbatical leaves of a teacher unless special circumstances exist which, in the opinion of the Board, warrant special consideration.
- 17.7 Justification for the granting of sabbaticals shall be based upon evidence presented to the committee that the leave will result in educational enhancement to the school.
- 17.8 The total number of sabbatical leaves to be granted in any one (1) year will not exceed two (2).
- 17.9 A teacher, who receives a sabbatical leave, shall be entitled to full re-employment rights and upon return from sabbatical, will be returned to a position as specified in section 4.7 of this Agreement.
- 17.10 A teacher on sabbatical will be eligible for tuition reimbursement as outlined under Article XIX.

**ARTICLE XVIII  
LEAVE OF ABSENCE**

- 18.1 A professionally certified teacher may be granted, upon request, and at the Board's discretion, a year's leave of absence without pay. Said teacher shall notify the Superintendent, in writing, of the desire to take such leave no later than June 1<sup>st</sup> of the year the leave is to be taken.
- 18.2 A teacher who is granted a leave of absence shall have the following employment rights:
- a. The teacher shall be assigned to the same or to a substantially equivalent position unless

it becomes necessary to utilize the Article on Reduction of Staff. In such case, all rights previously earned by the teacher would be considered.

- b. Entitled fringe benefits would be restored and the step on salary schedule would be held.
- c. While on extended leave, a teacher may elect to continue coverage under the various insurance plans, if allowable under the terms of the policies, providing the teacher assumes the full cost of the policy.

## **ARTICLE XIX PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuous training of teachers and the improvement of instruction.

- 19.1 All teachers are eligible for a maximum of ten (10) credits per year. First year teachers will become eligible to take courses in January. Teachers working in an approved program will be allowed to select their own elective courses.
- 19.2 Tuition payments will be limited to the amount charged per resident credit hour by the University of Vermont. Staff members taking courses costing more per credit hour must assume the difference in cost. Applications will have to be approved by the Superintendent or his/her designee. Such approval will not be withheld if it can be shown that the course is related and beneficial to the teacher's assignment. Procedures will be instituted to allow the District to be billed for tuition costs, as herein provided.
- 19.3 If further study is undertaken in the second semester or the summer, and the teacher does not return to the school system the following school year, the District will be reimbursed by the individual by the beginning of the school year.
- 19.4 During the school year, course reimbursement will be limited to the cost of four (4) credits per semester.
- 19.5 An individual taking more than ten (10) credits per year will pay the difference in cost.

## **ARTICLE XX INSURANCE**

- 20.1 The School District shall provide each teacher either a single, two-person, or family membership in Blue Cross/Blue Shield JY Plan, plus Major Medical with a Managed Care Mental Health Rider. Teachers may also choose to participate in the VEHI dual option plan, also with the Managed Care Mental Health Rider. Any other plan provided must be mutually agreed to by both the Board and the Association. The School District shall contribute 90% of the cost of the VEHI plan toward the cost of coverage selected by the teacher, and the teacher shall pay the remainder. Each member participant must contribute the specified co-payment for the VEHI plan

and any additional premium due if they elect to participate in the Blue Cross/Blue Shield (JY) plan. For Blue Cross/Blue Shield the District will assume all administrative costs in the event of a rebate. From that rebate, the District will be entitled to the first \$100 per teacher. Any remainder above \$100 shall go equally to all teachers participating in the plans. Any other rebates or reimbursements shall go to the District.

- 20.2 The School District will provide all full-time staff covered by this Contract with a double indemnity policy of term life insurance in the amount of \$50,000.00.
- 20.3 Upon presentation of a receipted bill, the District shall reimburse dental expenses to the amount of \$158 per year per family. If the Association elects to have a plan, the District will pay 100% of a single membership with Northeast Delta Renewal Option II. The school district will allow teachers to purchase either two-person or family plan dental policies. The District will assume all administrative costs and duties including record keeping and payroll deductions.
- 20.4 In the event a teacher's health or retirement prevents continued teaching service in the District, the teacher may elect to continue coverage under the various insurance plans, if allowable under the terms of the policies, providing the teacher assumes the full cost of the policy.
- 20.5 The District shall pay 100% of the disability insurance premium on the existing plan. This plan will provide mental health parity.
- 20.6 The Board shall pay on behalf of each teacher in the District a sum equal to 3.5% of that teacher's salary for each year towards a tax deferred annuity plan as designated by such teacher. The Board contributions shall be made on a pro rata basis in substantially equal amounts during each payroll period through December 31, 2008. Effective January 1, 2009 the Board's obligation to contribute to a teacher's tax deferred annuity plan shall cease. Effective January 1, 2009 each cell of the salary schedule shall be increased by 3.5%. Said increase shall be reflected in the first payroll period following January 1, 2009. Teachers may contribute their own funds to their 403(b) tax deferred plans after January 1, 2009
- 20.7 The Board shall pay \$500.00, which shall be added to the salary of the teacher so affected during each year that said teacher elects not to have membership in the Blue Cross/Blue Shield plan as set forth in Section 20.1 of this Article. In the event both husband and wife are members of the staff, the couple will not be charged a co-payment for their health insurance premiums.

#### **ARTICLE XXI DEDUCTIONS FROM SALARY**

- 21.1 Any teacher who elects to join the United Teaching Profession consisting of the Association, VT-NEA, and NEA may sign and deliver to the Board an assignment authorizing payroll deduction in substantially equal installments for such dues. The Board agrees to deduct from the salaries of its teachers, dues for the Association VT-NEA as said teachers individually and voluntarily authorize the Board to deduct. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Business Office will deduct membership dues in substantially equal installments over a nine (9) month period

beginning with the first paycheck in October and transmit the monies deducted and a record of the deductions, monthly to the treasurer of the Association.

- 21.2 The District agrees to make authorized deductions without charge for the following: Credit Union, pension, Teacher Deferred Annuity and any other deductions mutually agreed upon by the Board and the Association. Notwithstanding any provision of this contract, all deductions must be in compliance with applicable state and federal laws.
- 21.3 The School District agrees to modify the contracted salary of a teacher, such voluntary salary reduction to be used to pay for a deferred annuity in accordance with Section 403(b) of the Internal Revenue Code.
- 21.4
- a. Any member of the bargaining unit who is not a member of the Association shall, as a condition of employment, pay an Agency fee of up to 80% of the Association dues.
  - b. By September the Board shall provide the Association a list of all members of the bargaining unit. By October the Association shall provide the Board the names of any bargaining unit member who are not members of the Association, and from their paychecks, beginning no later than the 2<sup>nd</sup> payroll period thereafter, the Board shall deduct, in approximately equal installments over the balance of the contract year, an amount equal to the agency fee.
  - c. Deductions shall be made by payroll deductions or by payment in full to the Association on or before October 1<sup>st</sup>.
  - d. The St. Johnsbury Education Association and VT-NEA agree to indemnify and hold harmless the St. Johnsbury School District, its agents, employees and Board members from any and all claims, suits and actions that may arise from the School District's enforcement of the Agency Fee provisions of this Agreement.

## **ARTICLE XXII MENTORING**

**PURPOSE:** It is recognized that the induction of new teachers through a formalized mentoring program will help promote excellence in teaching and improve student achievement at The St. Johnsbury School. The purpose of the mentoring program is to build a supportive environment for teachers new to an area or assignment and teachers new to SJS. The District will provide two years of mentoring to novice teachers and up to two years as needed for experienced teachers new to SJS or to their assignment.

**DEFINITION:** A mentor teacher shall be defined as an experienced teacher of at least five (5) years at the St. Johnsbury School whose wisdom and skill with people and job assignment are made available to a less experience person so that he/she can quickly learn and succeed in his/her new responsibility. A novice teacher is defined as a new teacher on a provisional or level 1 license.

**SELECTION:** Participation as a mentor teacher shall be voluntary. The mentor teacher positions shall be posted in accordance with Article XXIII of the collective bargaining agreement on an annual basis and teachers may apply for these positions. The Association shall be notified of those hired to be mentor teachers. The stipend for mentor teachers shall be determined by the co-curricular salary

schedule at a Level III. Teachers assigned to mentor a teacher employed for part of a year will be paid

on a prorated basis commensurate with the employment time of the mentored teacher.

**CONFIDENTIALITY:** No teacher, acting as mentor shall participate in any evaluative capacity regarding any assigned teacher, or be called as a witness to the same, in any board or administrative hearing.

**TRAINING:** Mentor teachers and administrators shall be provided training in the process of teacher mentoring.

**ARTICLE XXIII  
PROMOTIONS, TRANSFERS, AND REASSIGNMENTS**

23.1 All vacancies in any positions in the School District shall be adequately publicized in accordance with the following procedures:

- a. The Superintendent or principal if so designated shall notify in writing the president of the Association as soon as such vacancies are known. It will be the responsibility of the president of the Association to post a copy of all known vacancies. The president of the Association will notify all teachers who have expressed a desire for a promotion, transfer, or reassignment of any vacancies that occur during the summer months.
- b. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent. The Superintendent or principal if so designated shall acknowledge promptly in writing the receipt of all such applications and present them to the Board. Applications shall be kept on file in the Superintendent's office for continued consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

**ARTICLE XXIV  
RIGHTS OF THE BOARD**

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 economical operation of, the St. Johnsbury School District, 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 that it has or may hereafter be granted by law, and may exercise such powers at its discretion without such exercise being made the subject of a grievance or unfair labor practice charge.

**ARTICLE XXV  
INTERRUPTIONS AND STOPPAGES IN PROFESSIONAL PERFORMANCE**

During the term of this Agreement, neither the Association nor any professional staff covered by this Contract shall engage in, or in any way authorize, encourage, instigate, aid, or sanction any slowdown, walkout, sit-down, work stoppage, picketing, or strike if such conduct or action specifically relates to or affects the St. Johnsbury School District.

**ARTICLE XXVI**

## **SEVERABILITY**

If any service, sub-section, provision, clause, or portion of this Contract shall for any reason become invalid, or be deemed as such by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such invalidity shall not affect the validity of the remaining portions hereof. The parties will meet no later than ten (10) days after any such holding for the purpose of determining the re-negotiability of the provision or provisions affected.

## **ARTICLE XXVII WORKERS' COMPENSATION**

An employee who is absent due to a work-connected illness or accident may, at his/her discretion, receive the net difference between Workers' Compensation payments and his/her full pay at his/her applicable salary rate and such requested payment shall continue until any such employee has used all of his/her accumulated sick leave. Such request must be made in writing to the Board. Thereafter, s/he shall continue to receive only those monies paid to him/her under the provisions of the Workers' Compensation laws of the State of Vermont. Amounts paid by the Board under the provisions of this Article XXVII shall be subject to usual and customary payroll deductions. In no event shall any teacher receive monies in excess of the regular net earnings to which s/he was entitled prior to any such Workers' Compensation claim.

## **ARTICLE XXVIII DURATION**

All language provisions and financial items of this Agreement will be effective from July 1, 2008 through June 30<sup>th</sup>, 2011. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than October 1<sup>st</sup>, prior to the expiration date or anniversary thereof, of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

**IN WITNESS WHEREOF**, the parties hereunto set their hands and seals this \_\_\_\_\_ day of December, 2008.

**St. Johnsbury Education Association**

**St. Johnsbury Board of Education**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**APENDIX A  
GRIEVANCE REPORT**

Grievance \_\_\_\_\_ School District \_\_\_\_\_

Submit to Principal in Duplicate

- Distribution of Form:
- 1. School Board
  - 2. Superintendent
  - 3. Principal
  - 4. Association

Assignment \_\_\_\_\_ Name of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Step I

A. Date Cause of Grievance occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition by Principal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

D. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

(Note: If additional space is needed in reporting B1 and B2, attach sheet.)

Step II

A. Date Received by Superintendent: \_\_\_\_\_

B. Disposition by Superintendent: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step III

A. Date Received by School Board: \_\_\_\_\_

B. Disposition by School Board: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step IV

A. Date Received by Arbitrator: \_\_\_\_\_

B. Disposition by Arbitrator: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX B**  
**SUPPLEMENTAL SALARY SCHEDULE**  
**2008-2011**

<u>Years of Service</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
Years 1-4	0.0225	0.03	0.045
Years 5-9	0.025	0.0325	0.0475
10 or more Years	0.03	0.035	0.05

Note: Amounts reflect the specified percentage of the Base Salary (BA) on the Master Agreement Salary Schedule in the year services are performed.

**Definition of Levels:**

- Level I: Represents approximately 40 hours of service;
- Level II: Represents approximately 60 hours of service;
- Level III: Represents approximately 80 hours of service.

Administration reserves the right to offer programs within each level category. Contracts for each position shall be offered on a one-year basis only with no renewal provision.

Positions covered by this schedule, both academic and co-curricular (student council, drama coach, teacher leader, mentor, curriculum leader, etc.) shall require the Association and Administration to develop a job description and agree on its placement on the supplemental salary schedule. Teachers filling these positions shall be required to log time spent for the first two years so the position may be reviewed for placement on the correct level of the schedule.

**APPENDIX C -1  
SALARY SCHEDULE  
THROUGH DECEMBER 31, 2008**

STEP	BA		BA15		BA30		b45/MA		b60/MA15		MA30		CAS	
1	1.0000	\$30,103	1.0470	\$31,518	1.1040	\$33,234	1.1560	\$34,799	1.2080	\$36,364	1.2600	\$37,930	1.3120	\$39,495
2	1.0470	\$31,518	1.0940	\$32,933	1.1510	\$34,649	1.2030	\$36,214	1.2550	\$37,779	1.3070	\$39,345	1.3590	\$40,910
3	1.0940	\$32,933	1.1410	\$34,348	1.1980	\$36,063	1.2500	\$37,629	1.3020	\$39,194	1.3540	\$40,759	1.4060	\$42,325
4	1.1410	\$34,348	1.1880	\$35,762	1.2450	\$37,478	1.2970	\$39,044	1.3490	\$40,609	1.4010	\$42,174	1.4530	\$43,740
5	1.1880	\$35,762	1.2350	\$37,177	1.2920	\$38,893	1.3440	\$40,458	1.3960	\$42,024	1.4480	\$43,589	1.5000	\$45,155
6	1.2350	\$37,177	1.2820	\$38,592	1.3390	\$40,308	1.3910	\$41,873	1.4430	\$43,439	1.4950	\$45,004	1.5470	\$46,569
7	1.2820	\$38,592	1.3290	\$40,007	1.3860	\$41,723	1.4380	\$43,288	1.4900	\$44,853	1.5420	\$46,419	1.5940	\$47,984
8	1.3290	\$40,007	1.3760	\$41,422	1.4330	\$43,138	1.4850	\$44,703	1.5370	\$46,268	1.5890	\$47,834	1.6410	\$49,399
9	1.3760	\$41,422	1.4230	\$42,837	1.4800	\$44,552	1.5320	\$46,118	1.5840	\$47,683	1.6360	\$49,249	1.6880	\$50,814
10	1.4230	\$42,837	1.4700	\$44,251	1.5270	\$45,967	1.5790	\$47,533	1.6310	\$49,098	1.6830	\$50,663	1.7350	\$52,229
11	1.4700	\$44,251	1.5170	\$45,666	1.5740	\$47,382	1.6260	\$48,947	1.6780	\$50,513	1.7300	\$52,078	1.7820	\$53,644
12	1.5170	\$45,666	1.5640	\$47,080	1.6210	\$49,196	1.6730	\$50,761	1.7250	\$52,326	1.7770	\$54,141	1.8290	\$56,716

**APPENDIX C -2  
SALARY SCHEDULE  
JANUARY 1, 2009 – JUNE 30, 2009**

*Effective January 1, 2009*

STEP	BA		BA15		BA30		b45/MA		b60/MA15		MA30		CAS	
1	1.0000	\$31,157	1.0470	\$32,621	1.1040	\$34,397	1.1560	\$36,017	1.2080	\$37,638	1.2600	\$39,258	1.3120	\$40,878
2	1.0470	\$32,621	1.0940	\$34,086	1.1510	\$35,862	1.2030	\$37,482	1.2550	\$39,102	1.3070	\$40,722	1.3590	\$42,342
3	1.0940	\$34,086	1.1410	\$35,550	1.1980	\$37,326	1.2500	\$38,946	1.3020	\$40,566	1.3540	\$42,187	1.4060	\$43,807
4	1.1410	\$35,550	1.1880	\$37,015	1.2450	\$38,790	1.2970	\$40,411	1.3490	\$42,031	1.4010	\$43,651	1.4530	\$45,271
5	1.1880	\$37,015	1.2350	\$38,479	1.2920	\$40,255	1.3440	\$41,875	1.3960	\$43,495	1.4480	\$45,115	1.5000	\$46,736
6	1.2350	\$38,479	1.2820	\$39,943	1.3390	\$41,719	1.3910	\$43,339	1.4430	\$44,960	1.4950	\$46,580	1.5470	\$48,200
7	1.2820	\$39,943	1.3290	\$41,408	1.3860	\$43,184	1.4380	\$44,804	1.4900	\$46,424	1.5420	\$48,044	1.5940	\$49,664
8	1.3290	\$41,408	1.3760	\$42,872	1.4330	\$44,648	1.4850	\$46,268	1.5370	\$47,888	1.5890	\$49,508	1.6410	\$51,129
9	1.3760	\$42,872	1.4230	\$44,336	1.4800	\$46,112	1.5320	\$47,733	1.5840	\$49,353	1.6360	\$50,973	1.6880	\$52,593
10	1.4230	\$44,336	1.4700	\$45,801	1.5270	\$47,577	1.5790	\$49,197	1.6310	\$50,817	1.6830	\$52,437	1.7350	\$54,057
11	1.4700	\$45,801	1.5170	\$47,265	1.5740	\$49,041	1.6260	\$50,661	1.6780	\$52,281	1.7300	\$53,902	1.7820	\$55,522
12	1.5796	\$49,216	1.6266	\$50,680	1.6836	\$52,456	1.7356	\$54,076	1.7876	\$55,696	1.8396	\$57,316	1.8916	\$58,937

**APPENDIX C -3  
SALARY SCHEDULE  
2009-2010**

STEP	BA		BA15		BA30		b45/MA		b60/MA15		MA30		CAS	
1	1.0000	\$31,782	1.0470	\$33,276	1.1040	\$35,087	1.1560	\$36,740	1.2080	\$38,393	1.2600	\$40,045	1.3120	\$41,698
2	1.0470	\$33,276	1.0940	\$34,770	1.1510	\$36,581	1.2030	\$38,234	1.2550	\$39,886	1.3070	\$41,539	1.3590	\$43,192
3	1.0940	\$34,770	1.1410	\$36,263	1.1980	\$38,075	1.2500	\$39,728	1.3020	\$41,380	1.3540	\$43,033	1.4060	\$44,685
4	1.1410	\$36,263	1.1880	\$37,757	1.2450	\$39,569	1.2970	\$41,221	1.3490	\$42,874	1.4010	\$44,527	1.4530	\$46,179
5	1.1880	\$37,757	1.2350	\$39,251	1.2920	\$41,062	1.3440	\$42,715	1.3960	\$44,368	1.4480	\$46,020	1.5000	\$47,673
6	1.2350	\$39,251	1.2820	\$40,745	1.3390	\$42,556	1.3910	\$44,209	1.4430	\$45,861	1.4950	\$47,514	1.5470	\$49,167
7	1.2820	\$40,745	1.3290	\$42,238	1.3860	\$44,050	1.4380	\$45,703	1.4900	\$47,355	1.5420	\$49,008	1.5940	\$50,661
8	1.3290	\$42,238	1.3760	\$43,732	1.4330	\$45,544	1.4850	\$47,196	1.5370	\$48,849	1.5890	\$50,502	1.6410	\$52,154
9	1.3760	\$43,732	1.4230	\$45,226	1.4800	\$47,037	1.5320	\$48,690	1.5840	\$50,343	1.6360	\$51,995	1.6880	\$53,648
10	1.4230	\$45,226	1.4700	\$46,720	1.5270	\$48,531	1.5790	\$50,184	1.6310	\$51,836	1.6830	\$53,489	1.7350	\$55,142
11	1.4700	\$46,720	1.5170	\$48,213	1.5740	\$50,025	1.6260	\$51,678	1.6780	\$53,330	1.7300	\$54,983	1.7820	\$56,636
12	1.5796	\$50,203	1.6266	\$51,697	1.6836	\$53,508	1.7356	\$55,161	1.7876	\$56,814	1.8396	\$58,466	1.8916	\$60,119

**APPENDIX C -4  
SALARY SCHEDULE  
2010-2011**

STEP	BA	BA15	BA30	b45/MA	b60/MA15	MA30	CAS
1	1.0000 \$32,620	1.0470 \$34,153	1.1040 \$36,012	1.1560 \$37,709	1.2080 \$39,405	1.2600 \$41,101	1.3120 \$42,797
2	1.0470 \$34,153	1.0940 \$35,686	1.1510 \$37,546	1.2030 \$39,242	1.2550 \$40,938	1.3070 \$42,634	1.3590 \$44,331
3	1.0940 \$35,686	1.1410 \$37,219	1.1980 \$39,079	1.2500 \$40,775	1.3020 \$42,471	1.3540 \$44,167	1.4060 \$45,864
4	1.1410 \$37,219	1.1880 \$38,753	1.2450 \$40,612	1.2970 \$42,308	1.3490 \$44,004	1.4010 \$45,701	1.4530 \$47,397
5	1.1880 \$38,753	1.2350 \$40,286	1.2920 \$42,145	1.3440 \$43,841	1.3960 \$45,538	1.4480 \$47,234	1.5000 \$48,930
6	1.2350 \$40,286	1.2820 \$41,819	1.3390 \$43,678	1.3910 \$45,374	1.4430 \$47,071	1.4950 \$48,767	1.5470 \$50,463
7	1.2820 \$41,819	1.3290 \$43,352	1.3860 \$45,211	1.4380 \$46,908	1.4900 \$48,604	1.5420 \$50,300	1.5940 \$51,996
8	1.3290 \$43,352	1.3760 \$44,885	1.4330 \$46,744	1.4850 \$48,441	1.5370 \$50,137	1.5890 \$51,833	1.6410 \$53,529
9	1.3760 \$44,885	1.4230 \$46,418	1.4800 \$48,278	1.5320 \$49,974	1.5840 \$51,670	1.6360 \$53,366	1.6880 \$55,063
10	1.4230 \$46,418	1.4700 \$47,951	1.5270 \$49,811	1.5790 \$51,507	1.6310 \$53,203	1.6830 \$54,899	1.7350 \$56,596
11	1.4700 \$47,951	1.5170 \$49,485	1.5740 \$51,344	1.6260 \$53,040	1.6780 \$54,736	1.7300 \$56,433	1.7820 \$58,129
12	1.5796 \$51,527	1.6266 \$53,060	1.6836 \$54,919	1.7356 \$56,615	1.7876 \$58,312	1.8396 \$60,008	1.8916 \$61,704

