

**The School Board Representing
Mount Abraham Unified School District**

And

**The Mount Abraham Education Association
Collective Bargaining Agreement**

2019 – 2020

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Acknowledgement of Arbitration

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 that they will not be able to bring 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 agreement.

ARTICLE ONE RECOGNITION

- 1.1 The Board hereby recognizes the Mount Abraham Education Association (hereinafter the "Association") for the purpose of collective bargaining negotiations pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, as the sole and exclusive representative of the individual teacher bargaining unit of the Mount Abraham Unified School District. This bargaining unit is composed of individuals licensed by the Vermont Agency of Education, excluding administrative personnel as defined by Chapter 57 of 16 V.S.A., teacher aides, and non-contracted substitute teachers.
- 1.2 Throughout this Collective Bargaining Agreement (hereinafter the "Agreement"), reference to the Board or District shall be deemed to refer to the Mount Abraham Unified School District Board (Board) or the Mount Abraham Unified School District (District).
- 1.3 For the purposes of this contract, it is understood that the "Superintendent" and "Principal" act as agents of the Board in the procedural implementation of this contract. The failure of the Board or any of its agents to enforce any term or condition of this negotiated contract through default or error shall not waive the Board's right to enforce such terms or conditions at a later time nor shall such failure operate to change any term, condition, right or obligation under this contract.

ARTICLE TWO ASSOCIATION RIGHTS

- 2.1 Facilities: The Association shall have the right to use such facilities and equipment as are normally available for teacher use within the school provided such use does not interfere with the teaching of students or interrupt normal school operations.
- 2.2 Business: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided the conduct of said business does not interfere with the teaching of students or normal school operations. It is specifically understood and agreed that the Association, Boards, administrators and teachers shall not discuss with students any issues related to their terms and conditions of employment or the collective bargaining relationship between the Board and the Association.
- 2.3 Notices: The Association shall have the right to use an area in the school, location as mutually agreed upon by the Association and the Principal, for the posting of notices of its activities and matters of Association concern. The Association may use staff members' mailboxes, subject to the same conditions noted in 2.2, to distribute information to teachers.
- 2.4 The Board will provide newly hired teachers with a hard copy of this Agreement. Upon completion of successors to this Agreement, the Board will notify teachers of its electronic availability.

ARTICLE THREE
TEACHER RIGHTS

- 3.1 The Board recognizes the free right of each teacher to organize, join and support the Association for the purpose of engaging in collective negotiations with the Board.
- 3.2 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.
- 3.3 The Board shall not discriminate in the hiring of any teacher on the basis of race, creed, color, religion, ancestry, national origin, gender, sexual orientation, place of birth, age, marital status or disability. Alleged violations of this section may be grieved up to the Board level of the grievance procedure. Thereafter or in the alternative, the teacher may pursue the issue via any available legal procedure.
- 3.4 Just Cause: No teacher will be non-renewed, suspended, dismissed, or disciplined without just cause. Individual evaluation reports of teacher performance shall not be subject to the grievance procedure of this Agreement.
- 3.5 Right to Representation: Whenever a teacher is required or requested to meet with an administrator or the Board and has a reasonable basis for believing such meeting may result in disciplinary action against him/her, he/she will be entitled to have a representative of the Association present to advise and represent him/her during such meeting. If such a belief is formed during the meeting, the teacher may request that the meeting be recessed until a representative can be present.
- 3.6 Posting Openings: Notice of any and all administrative and teacher openings will be posted in a common area in the school and will be emailed to all faculty and staff.
- 3.7 Personnel Files:
- A. There shall be only one (1) official personnel file for each teacher. Teachers will have access by appointment within two business days of a request to their official personnel file in the Superintendent's Office. A teacher shall be permitted to reproduce any material in his/her file except for pre-hire letters of reference.
 - B. No adverse materials, except for pre-hire letters of reference, concerning a teacher's conduct, service, character, or personality shall be placed in the teacher's personnel file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by signing the actual copy to be filed, with the understanding that such signature merely indicates that he/she has read the material to be filed.
 - C. A teacher who disputes some item in his/her file or who feels certain items should be discarded may request a meeting with the superintendent or designee. Such a meeting will be held within ten (10) business days. The teacher may attach written comments to the disputed items and have them placed in his/her personnel file. If requested, material may be removed from the personnel file at the discretion of the Superintendent. The decision of the Superintendent shall not be subject to the arbitration provision of the Agreement.

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ARTICLE FOUR
BOARD RIGHTS

4.1 The Board is charged by law with the responsibility for and authority to manage and direct the operation of the system. However, in the exercise of such responsibility and authority, the Board shall conform to the provisions of this Agreement to the extent permitted by law. In recognition of the fact that the Board is vested with the responsibility for assuring the quality of education and the efficient and economical operation of the District, it is hereby agreed that except as specifically and directly modified by this Agreement, 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. These rights shall include but shall not be limited to, the sole discretion and authority to:

- A. Establish the curricula, methodology and standards for teaching;
- B. Plan, direct, schedule, assign, transfer and control work assignments and duties;
- C. Determine the means, methods, processes, materials and equipment necessary to deliver the services provided by the District, including the subcontracting of bargaining unit work (on-site, off-site or via distance learning technology) as noted in 4.2;
- D. Create, revise and eliminate positions;
- E. Hire;
- F. Discipline, suspend, discharge and non-renew for just cause;
- G. Establish and implement reasonable rules and regulations not in conflict with the terms of this Agreement.

4.2 Subcontracting:

- A. The Board shall have the right to subcontract the following services provided no lay offs occur as a result of the subcontracting:
 - 1. behavior specialist,
 - 2. physical & occupational therapist,
 - 3. psychologist,
 - 4. psychiatrist,
 - 5. autism specialists,
 - 6. deaf/hard of hearing specialists,
 - 7. blind and visually impaired specialists and
 - 8. assistive technologists.
- B. The Board shall have the right to subcontract special education services provided:
 - 1. The number of evaluations that must be performed is beyond the workload capacity of the existing staff of special education teachers employed by the District.
 - 2. The need for the additional staff is agreed upon by the District and Association (in consultation with the special educators in the District).
 - 3. The subcontracting of a given position shall not exceed three (3) months unless the District and

- the Association agree upon an extension.
4. Applicants for the position are first sought through both the District posting system and external advertising and no qualified applicant is identified.
- C. The Board shall have the right to subcontract speech & language pathologist [“SLP”] services provided:
1. The services required are beyond the workload capacity of the existing District staff.
 2. The subcontracting of a given position shall not exceed one (1) school year unless the District and the Association agree upon an extension.
 3. Applicants for the position are first sought through both the District posting system and external advertising and no qualified applicant is identified.

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ARTICLE FIVE GRIEVANCE PROCEDURE

5.1 Definitions:

- A. A grievance shall be any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. The “grievant” is the person, persons and/or Association making the claim.
- C. Time limits: All the time limits consist of school days, except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter. School days for purposes of the grievance procedure shall mean teacher employment days. Any time limits may be extended by written mutual consent of the parties.
- D. Right to representation: The grievant shall, at all steps in the formal grievance procedure herein provided for, be entitled to representation by the Association. Nothing contained within this grievance procedure shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor before filing a matter as a formal grievance, or of resolving the matter informally, provided that such resolution is not inconsistent with the terms of this Agreement and the Association is informed of the resolution.
- E. Right to withdraw a grievance: A grievance shall at all times and through all steps of this procedure remain the exclusive property of the grievant, who shall retain the right to withdraw the grievance at any time or at any step of the grievance procedure.

- 5.2 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 in Step II or III shall be construed as a decision against the grievant, and shall be subject to appeal to the next step. In the case of an administrator's failure to render a decision in either Step II or Step III, the administrator shall provide, within five (5) days of a request by the Association, a written explanation of the substantive reasons for the administrator's denial of the grievance. Whenever notice is required to be given by the administrator or the Board, such notice shall be given to the grievant and the Association.

5.3 Procedure: The parties acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communication. Every reasonable effort should be made by the teacher to resolve the issue informally before filing an official grievance. Should such informal processes fail to satisfy the grievant, then a grievance may be processed as follows:

- A. Step I: The grievant shall consult with the Association prior to filing a grievance at Step II. Following such consultation, the grievant may proceed to Step II of the grievance procedure.
- B. Step II: The grievant shall forward a written grievance to the principal with a copy to the Association, setting forth the specific problem being grieved and stating the redress sought. Within five (5) days of the receipt of the grievance, the principal shall mutually agree with the designated representative of the Association or the grievant upon a date, time and location for a meeting to hear the grievance. The principal shall thereupon confirm the meeting time in writing with the designated representative of the Association. The principal must provide the grievant with a written decision on the grievance within five (5) days after the meeting. Such decision shall include the reasons upon which the decision was based.

No grievance shall be given formal consideration unless it is filed at Step II within twenty (20) days after either the grievant or the Association knew or reasonably should have known of the occurrence.

- C. Step III: If the grievance is not resolved at Step II, the grievant may, within five (5) days, forward a written copy of the grievance to the Superintendent of Schools, indicating the reasons for dissatisfaction with the decision of the building principal and stating the redress sought. Within ten (10) days of receipt of the grievance, the superintendent shall mutually agree with the designated representative of the Association or the grievant upon a date, time and location for a meeting to hear the grievance. The superintendent shall thereupon confirm the meeting time in writing with the designated representative of the Association. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the superintendent will have five (5) days in which to provide his written decision to the grievant.
- D. Step IV: If the grievance is not resolved at Step III, the grievant may, within five (5) days, forward the grievance in writing to the Chairperson of the Board of School Directors stating the redress sought. Within ten (10) days of receipt of the grievance, the Board shall mutually agree with the designated representative of the Association or the grievant upon a date, time and location for a meeting with the Board to hear the grievance. The superintendent shall thereupon confirm the meeting time in writing with the designated representative of the Association. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Board will have ten (10) days in which to provide its written decision to the grievant.
- E. Step V: Arbitration - If the grievance is not satisfactorily resolved in Step IV, or if the Step IV time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance to final and binding arbitration under the voluntary labor arbitration rules of the American Arbitration Association (the "AAA"). The arbitrator shall be determined by mutual agreement between the Board and the Association or their designated representatives. Should the parties be unable to agree upon an arbitrator, then the arbitrator shall be selected by the American Arbitration Association according to their rules and procedures and the American Arbitration Association shall act as the administrator of the proceedings. If the parties are unable to mutually select an arbitrator

and if the demand for arbitration is not filed with the AAA within thirty (30) days of the date for the Board's Step IV reply then the grievance will be deemed withdrawn.

Decision of the arbitrator in matters of grievance shall be final, and shall not be subject to appeal by either party. All expenses of arbitration shall be borne jointly by the parties to the grievance. The arbitrator shall be empowered to include in any award such financial reimbursements or other remedies as he/she shall judge to be proper. The arbitrator shall have no power to add to, delete from, amend, or in any manner alter the existing contract. Should any party desire a transcript of the proceedings in arbitration that party shall bear the full costs of such a transcript. Should both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties.

- 5.4 Neither the Board nor the Association will be permitted to assert any grounds before the arbitrator which was not previously disclosed to the other party.
- 5.5 The Board acknowledges the right of the Association's grievance representative to participate in the proceedings of a grievance at any level. No teacher will be required to discuss any grievance if the Association's designated representative is not present.
- 5.6 Provided the Association and the Superintendent agree in writing, Step II of the grievance procedure may be bypassed and the grievance brought directly to the next Step.
- 5.7 No reprisals of any kind will be taken by the Board or by the school administration against any teacher because of his/her participation in the grievance procedure.
- 5.8 The Board and the Association agree to cooperate in the investigation of any grievance, and further agree to furnish any information requested which is pertinent to the processing of a dispute presently being grieved. Under no circumstances shall students who are minors be involved in the hearing of, or resolution of a grievance unless written consent from a parent or guardian is filed with the Superintendent of Schools in advance.
- 5.9 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

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ARTICLE SIX WORK DAY AND WORK YEAR

- 6.1 Work Day:
 - A. The Board shall have the right to establish the beginning/ending times, length, schedule and structure of each teacher's workday provided it does not exceed seven and one-half (7.5) hours. Subject to the limitations further noted in this Article Six, in addition to workday activities and services, teachers are also responsible for participating in activities and providing services beyond the workday (including by way of example but not limitation, open houses, parent conferences, IEP/504/SST/EST meetings, and committee meetings).
 - B. As necessary, for meetings of the general faculty, subject groups, grade level groups, special groups, committee meetings, etc., one (1) day per week the teachers involved can be required to work up to one (1.0) hour beyond the normal work day to participate in meetings.
- 6.2 Elementary School Issues:

- A. Each teacher shall have a daily duty-free lunch period of no less than thirty (30) minutes, scheduled during the times when lunch is normally taken, except for extraordinary and unusual circumstances of a temporary nature.
- B. Teachers may be assigned student supervision duties according to the following preparation time requirements:
 1. Teachers receiving 240-269 minutes of preparation time per week, in no less than 30 minute increments, may be assigned up to 30 minutes of student supervision duty per week.
 2. Teachers receiving 270 or more minutes of preparation time per week, in no less than 30 minute increments, may be assigned up to 60 minutes of student supervision duty per week.

Any teacher working .5 FTE or greater may be assigned the full supervision duty even though their preparation time may be prorated.

Efforts should be made to minimize the amount of time teachers are assigned to student supervision duties. Duty assignments should be distributed equitably.

- C. Evening events are planned and conducted collaboratively.
- D. Each teacher shall be guaranteed two hundred forty (240) minutes of preparation time per week during regular school hours in no less than 30 minute increments, except for extraordinary and unusual circumstances of a temporary nature. Such preparation time shall be prorated in the event of a school week of less than five days. Preparation time is defined as time when a teacher is not assigned teaching or student supervision responsibilities.

6.3 High School and Middle School Issues:

- A. Each teacher shall have a duty-free lunch equal to the length of the student lunch period.
- B. All teachers shall have 70 minutes of preparation time each day, during the normal student day, exclusive of the teachers' lunch period, prorated for part-time teachers. For as long as the middle/high school maintains the seventy (70) minute block schedule seventy (70) minutes per week of this preparation time can be made available for group and collaborative activities; such time shall be limited to no more than thirty-five (35) minutes in any one (1) day.
- C. Teachers shall participate in three (3) evening events per school year (e.g. Open House, parent-teacher conferences, etc.).
- D. Teachers can be assigned bus duty and activities team duties.
- E. An individual teacher's (a teacher is defined as the classroom instructor of course content) class size shall not exceed an average of 22 students with a maximum of 120 students. Specialists (i.e. music, art, P.E.) are excluded from this provision.
- F. Teachers may be asked to use their planning and preparation time to fill vacancies when substitutes are not available. Should a teacher voluntarily accept the request they shall be compensated at a rate of \$25 per class period they substitute for.

The following conditions will help support our common effort to best educate students and to

equitably implement this practice:

- Substitutes will be selected on a first-come first-assigned basis
- In the event multiple teachers quickly offer availability, the first person who works within the same discipline will be selected
- The absent teacher will provide the lesson plans
- This payment agreement is limited to formal substitute teaching duties for one full class period (does not include advisory)
- This agreement does not extend to co-teachers or team members who may need to teach solo if a colleague is absent

6.4 Work Year:

- A. The school year shall consist of one hundred seventy-six (176) instructional days and up to ten (10) in-service days.
- B. The school year will be incorporated into a school calendar which is developed on a regional basis and will include instructional days and in-service days.

6.5 In-service:

- A. The administration, Board and faculty strongly encourage the continuation of the collaborative approach to planning in-service and staff development. Teacher representatives shall be given the opportunity to fully participate with the administration in the planning of in-service and staff development. One of the allocated in-service days shall be reserved for school-based collaborative planning work among teachers based on an agenda and schedule collaboratively determined by the professional staff of the school, including the Principal.
- B. One in-service day at the beginning of each semester will be available to professional staff, without direction from administration, to prepare for the next semester. At the beginning of the year the day may be split into two half-days as determined by administration.
- C. All full-time and part-time professionals are required to attend all in-service days unless excused by the administration. If attendance at in-service exceeds the individual's contractual full-time equivalent (FTE) agreements, the teacher will be paid on a per diem basis. Unexcused non-attendance at in-service days will result in forfeiture of prorated salary.

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ARTICLE SEVEN
LEAVES

7.1 Leaves for All Schools:

- A. Sick Leave: Teachers shall be entitled to paid leave of absence due to personal illness; physical disability, including disabilities connected with or resulting from pregnancy; required medical attention; or family illness. Each teacher is granted up to eighteen (18) days of sick leave each contract year. Unused sick leave shall accumulate from year to year to a maximum of ninety (90) days, excluding those teachers who had accumulated more than ninety (90) days prior to July, 2003; such teachers shall retain accumulated days in excess of ninety until they are utilized, after which time the teacher shall have a ninety day maximum. A report of the total number of accumulated sick days

will be recorded on each pay stub.

1. Employees may use up to eighteen (18) days of accumulated sick leave on an annual basis for sickness of immediate family unless a greater number of days are authorized under Section 7.1E of this Agreement. Said immediate family is identified as: spouse, civil union partner, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, or other member of the immediate household.
2. The Superintendent may request a doctor's verification of any illness/disability for which leave is used after five (5) consecutive days of absence or when there is a reasonable basis to question the use of the leave.
3. A report of the total number of accumulated sick days will be recorded on each pay stub.

B. Sick Bank:

1. The Sick Bank is a reserve of days for those member teachers in need of sick days exceeding his/her accumulation. A maximum of thirty (30) Sick Bank days may be awarded each fiscal year for either a teacher's personal serious illness/disability or to allow the teacher to attend to the serious illness/disability of the teacher's spouse/civil union partner or the teacher's child.
2. Each teacher shall be obligated to donate one (1) sick day each contract year. However, the Sick Bank Committee shall have the discretion to require each teacher to contribute two (2) days in a given year and if the Committee so requires it shall notify the Superintendent on or before June 30 that two days shall be contributed by each teacher for the next school year. The maximum number of unused days in the Sick Bank transferred from one year to the next shall be 125. Days may be requested only after a teacher has exhausted his/her own accumulated days and only the appropriate number to meet the disability insurance elimination period.
3. The Sick Bank shall be governed by a committee comprised of a representative from Human Resources, the Association and the Contributing Teachers for the district of the teacher requesting the days. The sick bank is administered by the association.
4. Data concerning the Sick Bank will be maintained by the Administration and an annual report will be sent to the Association.
5. Decisions by the committee will be based on need and will not serve as the basis for a grievance.

C. Professional Days: When it is evident that conference attendance or observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent or designee may grant conference leave or permission to observe an activity in another school building or school system to teachers without loss of pay.

D. Discretionary Leave: Leaves of absence not specifically referenced in this Article may be granted, with or without pay/benefits, at the discretion of the Board without setting a precedent. Upon return from a leave of absence under this Article, a teacher will be assigned to the same position which he/she held at the time said leave commenced, if such position is available. If the same position is not available, the teacher shall be placed in a substantially equivalent position.

E. Statutory Leave: The Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("VPFLA") for eligible teachers (all part-time teachers will be considered to be eligible). Whenever a teacher is granted paid or unpaid leave pursuant to the terms of this Agreement, and the teacher is also entitled to leave pursuant to the FMLA and/or VPFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/VPFLA will be provided concurrently. Also, FMLA/VPFLA leave will be provided concurrent with Workers' Compensation benefits where concurrent entitlement exists. The teacher may elect to use up to six (6) weeks of any

paid leave (to which the teacher is entitled under the terms of this Agreement) during any period of leave provided pursuant to FMLA and/or VPFLA; more than six weeks can be used for the teacher's own personal illness, as provided by Section 7.1 A.

- F. **Military Leave:** Leave shall be granted to any teacher for military service as provided for by the applicable Vermont and/or Federal Law. Upon reinstatement from such service, the teacher will be given salary schedule step credit for up to two years of such service.
- G. **Jury Duty Leave:** Teachers shall be provided paid leave for jury duty, less the amount paid to the teacher by the court (court paid mileage/meal allowances will be retained by the teacher).
- H. **Workers' Compensation Leave:** Workers' Compensation issues will be administered in accordance with the provisions of the Vermont Workers' Compensation statute [21 V.S.A., Chapter 9]; this shall include, by way of example but not limitation, employment reinstatement rights. When a teacher receives the difference between the Workers' Compensation benefits he/she shall also use his/her accumulated sick leave to offset the difference between the Workers' Compensation benefits and his/her full salary. This shall be accomplished by the teacher endorsing all weekly Workers' Compensation benefit checks over to the District, including those received during all holiday and vacation periods (including summer vacation); the District will then pay the teacher his/her full base salary and deduct 1/3 of a sick leave day from the teacher's accumulation for each day of absence. The Board shall also continue to pay its share of all insurance benefits provided by the Agreement until the teacher's sick leave is exhausted. Teachers will not accumulate additional sick days while receiving Workers' Compensation benefits. If the teacher fails to endorse his or her weekly Workers' Compensation benefit check over to the district, the Board may elect to stop payment of sick leave salary.
- I. **Part-Time Teacher Proration of Leaves:** Part-time teachers shall be entitled to the number of leave days noted in this article on a prorata basis, based upon the teacher's annualized full time equivalency (FTE). When such days are utilized, the teacher shall be paid at the rate he or she would have been paid if he or she had worked that day and the equivalent day or portion of the day will be deducted from said teacher's allotment of leave days.
- J. **Insurance Benefit Continuation:** Whenever insurance benefits provided under the terms of this Agreement are not automatically continued during a leave of absence, a teacher shall have the right to continue said insurance benefits by paying the full premium cost of the insurance. Such payments must be submitted to the superintendent on a monthly basis on a schedule established by the superintendent. This section shall typically apply to situations where a teacher is granted an unpaid leave of absence.

7.2 **Bereavement Leave:** In the event of a death in the teacher's immediate family, the teacher shall be entitled to five (5) days of leave (per occurrence). Immediate family shall be defined as the teacher's spouse, civil union partners, children (biological, marriage or adoption), parents, parents-in-law, grandparents, siblings, and siblings-in-law. The Superintendent (or designee) shall have the discretion to grant additional time or to grant leave for individuals not noted herein without establishing a precedent.

7.3 **Emergency/Personal Leaves:**

- A. **Emergency Days:** Up to two (2) days may be used for serious personal reasons at the discretion of the Principal. Additional days are at the discretion of the Board.

- B. Personal Days: Three (3) personal days shall be granted each year for conducting personal business with notification to the principal. If more than 5% of the professional staff are absent on a given day, any teacher may be asked by the principal to reschedule a personal day. The principal shall inform the teacher that he/she may still elect to take the personal day. Personal days shall not be taken to extend a vacation or at the start or end of a school year with the exception of religious holidays. The teacher shall give as much notice as possible.

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ARTICLE EIGHT
SABBATICAL LEAVES

- 8.1 A sabbatical leave may be granted to a teacher at the discretion of the Board for study, including study in another area of specialization, for travel or for other reasons of value to the school system, subject to conditions noted in this Article.
- 8.2 Requests for sabbatical leave for the following fiscal year should be received by the Superintendent in writing no later than November 1 and action must be taken on all such requests no later than March 15 of the school year of the application.
- 8.3 The teacher shall have completed at least four (4) full years of service in the District.
- 8.4 Upon receiving written notification of Board approval of the leave request, the teacher will indicate in writing acceptance of the leave within ten (10) school days of receipt of Board approval. Failure to respond in writing to the Superintendent of Schools will result in a loss of the sabbatical. The Board will consider the position vacant for the approved leave period upon receipt of written acceptance. When catastrophic circumstances in the individual's personal and/or professional situation prevent the teacher from pursuing the intended program, and if the position has not been filled by the Board, that teacher may elect to be considered as a candidate for that position without prejudice and/or penalty.
- 8.5 A teacher on sabbatical leave shall be paid by the District at full salary for a one-half (1/2) year sabbatical or at half salary for a full year sabbatical. Salaries paid during a period of sabbatical leave shall be advanced under a loan agreement. Said loan shall be canceled upon the completion of a three year teaching commitment. If the opportunity for full time employment is eliminated in the area for which the applicant is qualified, the obligation for repay would be eliminated.
- 8.6 Upon returning from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed at the system during the period of his/her absence. The teacher will agree to return for a minimum of three school years.
- 8.7 Approval of a request for sabbatical leave shall be based upon the merits of the proposal, and the economic condition of the school district.
- 8.8 A teacher shall not accrue sick leave but could receive credit on salary step for the duration of the leave for sabbatical leave and/or related teaching experience at the discretion of the Superintendent. Coverage under the terms of the medical insurance plan provided by this agreement will be continued at the District's expense for sabbatical leave.
- 8.9 Upon return from a sabbatical leave, a teacher will be assigned to the same position which he/she held at the time said leave commenced, if such position is available. If the same position is not available, the teacher shall be placed in a substantially equivalent position. A teacher on sabbatical leave shall retain all benefits which had been accrued prior to the commencement of such leave, except as modified by any new master contract. Return dates for sabbatical leaves will coincide with report card quarters or the half year.

ARTICLE NINE
SALARY AND PAYROLL

- 9.1 Salary Schedule: The salary schedule attached hereto as Appendix A is hereby made a part of this Agreement and shall remain in full force and effect for the period indicated on the schedule. These schedules shall reflect salary increases as noted below:
- A. Effective July 1, 2019, 3.5% new money will be applied to the salary schedule as outlined in Appendix A. Step movement will occur.
- 9.2 New Hires:
- A. In the employment of teachers new to the District, credit for past experience and education will be granted by the Superintendent with the concurrence of the Board for placement on the salary schedule.
- B. No teacher new to the District will be placed at a step higher than the existing staff with similar education and experience.
- 9.3 Horizontal Advancement:
- A. For horizontal advancement on the salary schedule the approval of credits earned by the teacher will be left to the discretion of the Superintendent. The teacher will be responsible for informing the Superintendent before September 1st of additional credits earned. Verification of credits will be due to the Superintendent by September 30th. If a teacher is credited for salary purposes with credits not proven to have been earned, proportional reimbursement to the school district shall be made through payroll deductions. Credits for salary schedule advancement must have been earned subsequent to the degree noted in the schedule column heading.
- B. For budget planning purposes the teacher will notify the Superintendent of his/her intent to qualify for horizontal advancement by December 1 of the year prior to the anticipated change. To expedite this process, the Superintendent's Office shall annually distribute a notification form for anticipated horizontal advancement with the teachers' professional employment contracts. It will be the sole responsibility of the individual teacher to submit notification no later than the December 1 deadline. Failure to notify by December 1 will result in the teacher becoming ineligible for horizontal advancement for the contract year of the anticipated change, and will not serve as the basis for a grievance.
- 9.4 Extra-Curricular Duties: All extra-curricular activities for which compensation is provided shall require Board approval before such activity takes place. Annual appointments to each activity shall be made by mutual consent. Extra-curricular duties will be reimbursed according to the schedule in Appendix B hereto attached and incorporated.
- 9.5 Curriculum Development:
- A. The Board agrees to pay for curriculum development writing. The rate shall be \$200 per 7.5 hour day. The criteria for choosing curricula for development and the standards of finished product will be the responsibility of the administration.
- B. The Board agrees to pay for any required curriculum development that necessitates work outside the contracted teacher work days. Consideration shall be given to the relative work involved when

determining the number of days allocated.

- 9.6 Other Professional Services: Any professional covered by this contract who provides mutually agreed upon professional services, specific to his/her assigned duties for the current year, beyond the required school year, shall be compensated at the professional's per diem rate of pay. Rendering of such additional service shall be mutually agreed upon by the professional and the Superintendent. The maximum number of days shall be at the discretion of the Superintendent.
- 9.7 Mandated Additional Days: In the event that the State of Vermont requires additional days beyond the contracted days, the District will compensate teachers on a per diem basis.
- 9.8 Driver Education: Due to the nature of the program, driver education services are occasionally required beyond the regular school day or school year on an hourly basis. When a driver education teacher covered by the contract provides mutually agreed upon professional services specific to their assigned duties, beyond the required school day or year, such services shall be compensated at an hourly rate of pay equal to the teacher's per diem contract salary divided by 7.5.
- 9.9 Teacher Leader: The Board agrees to pay each teacher leader with department responsibilities at the Middle School and High School, in addition to his/her usual salary, 7% on the current base salary. The teaching assignments for teacher leaders shall be one (1) class less than the standard full-time teaching assignment. Special education teacher leaders shall receive 8% on the current base salary plus one half of one percent of the current base salary for each teacher he/she supervises in his/her department.
- 9.10 Payroll: The Board agrees to pay teachers' salaries in 26 equal payments over a twelve month period starting with the first pay period of each school year. The District will notify teachers of the payroll schedule before August 1 of each year. All teachers will be paid via automatic deposit to the financial institution of the teacher's choice.

Payroll deposits for the summer months may be taken in one lump sum payable on the last pay day in June if such desire is indicated in writing to the Superintendent before May 1.

- 9.11 Association Dues Deduction: Authorization for those teachers electing payroll deduction for Association dues shall be provided to the District by November 1st.
- A. Deductions will be made over sixteen (16) pay periods, beginning the second pay period in November.
- B. Dues withheld shall be paid directly to the Association's treasurer.

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ARTICLE TEN
RETIREMENT BENEFITS

- 10.1 Retirement Payment: The Board agrees to present to teachers who have a minimum of fifteen (15) years of service to the District and are retiring from teaching in the District at the age of at least fifty-five (55) the remuneration of \$15.00 a day for a maximum of one hundred (100) sick days accumulated. This remuneration will be presented to the teacher in a separate check on the last pay day of the school year. The Superintendent's Office will administer this pay.
- 10.2 Early Retirement/Career Change Incentive Program: The Board shall have the discretion, on an annual basis, to offer or not offer the early retirement plan noted in Appendix D of this Agreement. This discretion shall include the right to specify the number of teachers who may receive this benefit in any given year. If a board decides to offer this Program it will so notify the Association and post a notice for teachers by November 1 of the school year in which the Program is offered. This notice will specify the number of teachers who may participate in the Program that year. Seniority will be used if more teachers apply than the number of Program openings offered.

ARTICLE ELEVEN
TEACHING CONTRACTS, LICENSES AND ASSIGNMENTS

- 11.1 Hiring: It shall be the policy of the Board to hire teachers only in accordance with the procedures and administrative regulations set forth by the Vermont State Department of Education.
- 11.2 Individual Contract Renewal:
- A. Except for probationary and temporary teachers as defined in this Agreement and teachers subject to Reduction In Force per the terms of this Agreement, the Board shall offer an individual contract of employment to each teacher annually on or before April 1.
 - B. A teacher receiving the offer of an individual contract shall indicate acceptance by signing and returning said contract no later than April 15 (or the following Monday should this fall on a weekend.)
 - C. The Superintendent will grant extensions up to (15) fifteen days upon written notification for extenuating circumstances. An additional extension of up to (15) fifteen days may be granted at the discretion of the Superintendent.
 - D. Binding Contracts: The contracts that are distributed shall be signed by the Chairperson of the Board and/or the Superintendent and will become binding upon the signature of the teacher, unless the teacher fails to return the signed contract by the deadline noted herein.
 - E. Notification/Contracts: A teacher who the Board does not intend to renew shall be notified in writing by April 1st. In such cases, a statement shall be issued, in writing, as to the reason(s) for the termination of employment.
 - F. In the event the Board and the Association have not ratified a new collective bargaining agreement by the date provided herein for the issuance of individual contracts, individual "notices of intent to re-employ" shall be issued to teachers on or before April 1. At the completion of negotiations teachers shall be issued complete individual contracts, which will reflect the terms of the successor to this Agreement; teachers shall sign and return these contracts within fifteen (15) days of their issuance.

- 11.3 Probationary Contracts: During the first two years of a teacher’s employment by the Board, the teacher shall be considered to be on probation. During this period of probation, a Board decision to dismiss or not offer a renewal contract to the teacher shall be final and shall not be subject to the grievance procedure of this Agreement. If the Board decides not to renew the teacher's contract for the next school year, the teacher will be notified on or before April 1. A minimum of two (2) written classroom evaluations shall be conducted, at least one (1) of which will be conducted before December 1st.
- 11.4 Temporary Licenses: Teachers holding temporary licenses (e.g. provisional or emergency) shall provide proof to the Superintendent that they have been issued either a Level I or a Level II license before April 1st of the year in which the teacher’s provisional or emergency license expires, or the Superintendent must be convinced that the teacher will be issued a Level I or Level II license by the first day of the next school year. Obtaining the required license by the stated deadline is the teacher's responsibility and failure to comply with this Section 11.4 shall result in the teacher not being issued a teaching contract.
- 11.5 One Year Non-Renewable Contracts: The Board shall have the right to issue a nonrenewable contract for a period of one (1) year or less which expressly eliminates the teacher’s right of contract renewal and layoff and recall to a teacher who:
- A. replaces a teacher who has terminated his/her contract for the next school year after June 1st, or
 - B. replaces a teacher who is granted a leave of absence by the Board, or
 - C. replaces a teacher who has resigned or is terminated during a school year. If a teacher issued a non-renewable contract is hired as a continuing teacher for the year following his/her non-renewable contract period, the time served on such a contract will count towards the teacher's probationary period and accrual of benefits and seniority.
- 11.6 Teaching Assignments: On or before the last day of the current school year, teachers will be notified of their teaching assignment for the following year. Thereafter, if it becomes necessary to change the assignment a teacher will be notified of such change as soon as possible. Teachers will be given the opportunity for input to the administration prior to finalizing teaching assignments.
- 11.7 Job Share Provisions: Individual school districts covered by this Agreement may have Job Share provisions negotiated between the Association and said school district. Copies of these provisions are available at the Superintendent's Office and from the Association. All such Job Share assignments shall be approved, continued or discontinued at the discretion of the Superintendent.

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ARTICLE TWELVE PROFESSIONAL DEVELOPMENT

- 12.1 The Board agrees to prepay the tuition costs of up to six (6) credit hours per teacher each contract year (July 1 - June 30). Credits will be accounted for in the contract year when the course begins. This benefit will be prorated for part-time teachers by providing payment of the full cost for a prorated portion of the six (6) credits e.g., a 0.5 FTE teacher will receive 100% payment for three (3) credit hours.
- 12.2 The maximum tuition allowance will be based on the credit hour cost of the University of Vermont fall/winter tuition rates. As determined by the Superintendent, courses shall be relevant to the teacher’s

assignment, endorsements, or professional goals that are related to district needs. Prior approval of the course must be obtained from the Superintendent and evidence of satisfactory completion (grade of B) must be presented to the Superintendent.

- 12.3 A. In addition to the tuition allowance noted herein, the District will pay the full cost of tuition and directly related expenses for any course or workshop/conference required by the Superintendent. Prepayment of approved courses or workshop/conference will be made upon application to the Superintendent.
- B. Failure to complete a course in a satisfactory fashion will require the teacher to reimburse the District the total advanced amount within 60 days of cancellation, withdrawal or completion of the course. Failure to reimburse the District will result in withholding from salary.
- 12.4 Out of State Conferences: The actual and reasonable costs (registration, materials, airfare and lodging) associated with attendance at out of state conferences will be prepaid if approved by the Superintendent or designee. Mileage will be reimbursed at IRS rate and meals will be reimbursed at a maximum of \$50 per day. Such payment will be based on a maximum dollar equivalent of four (4) University of Vermont credits as indicated in 12.2; when the costs associated with any individual conference are equal to or less than the cost of one UVM credit hour, the cost of said conference will be treated as one UVM credit hour for purposes of article 12 tuition payments. Verification of attendance will be required. Dollars granted for this purpose will be taken in lieu of four (4) of the six (6) credits for tuition reimbursement noted in 12.1. Teachers attending such conferences/workshops may be required to present an overview of the content learned to other faculty members as determined by the principal. Reimbursement may be an option when prepayment can not be made. Failure to attend or failure to provide proof of attendance at a conference which has been prepaid for by the District may result in the teacher being required to reimburse the District the total advanced amount, including travel expenses, within 60 days of cancellation, withdrawal or completion of the conference.
- 12.5 Vermont Workshops/Conferences: In addition to the tuition allowance noted above fees for attending Vermont workshops or conferences will be prepaid if pre-approved by the Superintendent or designee. If the cost of a Vermont workshop/conference is prohibitive the teacher may request to use funds according to 12.4 of this article. Reimbursement may be an option when prepayment can not be made. Failure to attend or failure to provide proof of attendance at a workshop or conference which has been prepaid for by the District may result in the teacher being required to reimburse the District the total advanced amount, including travel expenses, within 60 days of cancellation, withdrawal or completion of the workshop or conference.
- 12.6 For newly hired teachers the benefits noted in this Article 12 shall begin on July 1 of the contract year or the new teacher's date of hire, whichever occurs first.

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ARTICLE THIRTEEN INSURANCES

13.1 Medical Insurance:

A. July 1, 2019 - December 31, 2020

A teacher may elect enrollment for an individual, two-person, parent and children or family medical insurance program from the following options:

Blue Cross/Blue Shield, VEHI (Vermont Education Health Initiative) Platinum Plan, Gold Plan, Gold CDHP Plan, Silver CDHP Plan. Regardless of plan chosen the board/teacher contribution toward premium shall not exceed the equivalent of 84%/16% of the Gold CDHP premium.

HRA - The District agrees to contribute to an HRA whereby the teacher pays first dollars for eligible, non-prescription costs, up to the equivalent of 15% of the maximum out of pocket costs of the Gold CDHP plan with the District assuming the balance up to the maximum out of pocket costs of the Gold CDHP plan.

Prescription Out of Pocket Costs - The District will fund 100% of the out of pocket costs up to the limits established for the Gold CDHP plan. Employees will be provided debit cards to purchase prescriptions.

The District agrees to pay for the administrative fees associated with the HRA.

- B. A one thousand dollar (\$1,000) buyout option will be available to teachers who have medical coverage from another source. When both spouses or civil union partners are employed by the District, one must take the buyout. Certified documentation will be required as proof of alternative medical insurance coverage. District payment for the buyout option may be made directly to the teacher's IRS Section 125 Plan. Teachers choosing to have any or all of the \$1,000 buyout placed into the Section 125 Plan will receive one-half (1/2) of their chosen amount in July and the remaining one-half (1/2) in January. Teachers selecting the cash payment buyout option in lieu of the health insurance benefit shall receive one-half (1/2) of the amount in December and the remaining one-half (1/2) in June.
- C. If medical insurance should become available from another insurance carrier, providing equal or comparable benefits at lower cost to the District, the Board will request that negotiations be reopened with respect to the carrier and/or coverage.
- D. Should a medical insurance rebate be offered by the Vermont School Boards Insurance Trust (VSBIT), teachers who contribute to their health premium will receive the individual rebate proportional to the amount they contributed.

13.2 Section 125 Plan: The District will provide an Internal Revenue Service Section 125 Plan in order to give teachers the option to convert premium costs, deductible and uninsured medical expenses, dependent care and other IRS allowable coverage to pre-tax expenses.

13.3 Disability Insurance:

- A. The Board agrees to pay 100% of the premium costs for a long term disability ("LTD") insurance plan with a ninety (90) day elimination period. The plan shall provide 66 2/3% of a teacher's salary following the elimination period. When a teacher becomes eligible for coverage under the LTD insurance plan he/she will no longer be eligible to use sick days.
- B. Each eligible teacher shall apply for LTD coverage at the earliest possible time allowed by the carrier (i.e., so that the benefit will commence at the completion of the 90 day elimination period) and shall utilize this coverage as soon as benefits are authorized by the carrier.
- C. After a teacher has been receiving a combination of sick leave and LTD insurance benefits for a period of twelve (12) consecutive months, the District will no longer be responsible for contributing

towards the premium costs of any insurance plan provided pursuant to this Agreement.

D. After a teacher has been receiving a combination of sick leave and LTD insurance benefits for a period of eighteen (18) consecutive months, said teacher shall no longer have employment reinstatement rights with the District.

- 13.4 Dental Insurance: The Board agrees to contribute 100% of the premium to a single membership per enrolled member.
- 13.5 Life Insurance: The District shall provide each teacher with twenty-five thousand dollars (\$25,000) of term life insurance. The District will pay 100% of the premium cost of this coverage; however, participation in the plan will be subject to the eligibility requirements of the insurance carrier.
- 13.6 Initiation of Insurance Benefits: In the case of teachers new to the District, all insurance benefits identified in this Article Thirteen will begin on September 1 of the contract year, or the first day allowed by the carrier following the teacher's hiring date, whichever comes later.
- 13.7 Insurance Proration: All benefits will be prorated as a percentage of the Full Time Equivalent (FTE) status. In the case of medical, dental, disability, and life insurance, the individual must meet the minimum requirement of .50 Full Time Equivalent (FTE) employment to qualify for prorated benefits.

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ARTICLE FOURTEEN MEDICAL EXAMS

- 14.1 The Superintendent may request that a teacher submit to a medical examination at any time the Superintendent has reason to believe that the teacher's health is such as to create a condition of jeopardy to the school program or to the well-being of students and other school personnel. Said examination shall be performed by a physician of the teacher's choice and the cost will be borne by the District. In the event the Board requests a second opinion, the teacher may select a physician from a list of at least twelve (12) physicians mutually agreed upon by the Association and Board.
- 14.2 The physician shall send a statement only to the extent necessary to inform the Superintendent as to whether the teacher is fit for duty and/or has any medical or physical limitations. The Superintendent will treat this information in strict confidence.
- 14.3 The Superintendent shall also have the right to request any information allowed by law to make determinations relative to FMLA and ADA issues.

ARTICLE FIFTEEN REDUCTION OF STAFF

- 15.1 Whenever the Board, in the exercise of its sole discretion, finds it necessary to reduce the size of the teaching staff of the District for the next school year, the following layoff procedures shall be observed.
- 15.2 The Association shall be notified of any contemplated reduction in staff as early as practicable.
- 15.3 At the request of the Association, the Board will provide an opportunity to discuss the need for a reduction in staff. This request must be submitted in writing to the Superintendent no later than five (5) workdays

after the notice provided in 15.2. This will occur at a meeting before the Board, or a committee thereof, and shall be held prior to a final Board decision regarding a staff reduction.

15.4 No teacher will be laid off under the provisions of this Article if the reduction in staff can be accomplished by normal staff turnover. When a position is eliminated, the teacher to be laid off as a result of such elimination will be selected based upon the application of his/her seniority within the following layoff categories:

- A. Grades K-6, Self-Contained Classroom Teachers.
- B. Grades K-12, Special Educators (by program/licensure).
- C. Grades K-12, Specialty Assignments (by assignment/subject matter), e.g., art, music, physical education, guidance, nurse, supplemental services, technology, etc.
- D. Grades 7-12, Subject Assignment Teachers, by subject matter (e.g., language arts, math, science, etc.)

15.5 Displacement Rights: A teacher, instructional coach, interventionist or coordinator laid off under this Article 15 will be permitted to displace a less senior teacher, instructional coach, interventionist or coordinator in another layoff category provided the teacher has the appropriate endorsement and is qualified as defined herein. Displacement rights will extend only to the teacher initially reduced so that no secondary bumping rights will occur. The term “qualified” for displacement purposes shall mean the person:

- A. Has taught, coached, been an interventionist or coordinator in the subject in the District within the last seven (7) years, and
- B. Has current and appropriate training aligned with the District’s initiatives.

Grievances challenging the denial of a displacement request may be filed under the special rules noted herein. Such grievances will be filed with the Superintendent within five (5) days of the denial of the displacement request. The parties may then either mutually agree on an arbitrator or the Association may submit the grievance to arbitration by filing the grievance directly with the American Arbitration Association (“AAA”); such filing will occur no later than five (5) school days after the denial, under the AAA Expedited Labor Arbitration Procedure. Failure to file with the AAA within this timeframe shall render the grievance null and void.

15.6 For a period of twenty-four (24) months from the effective date of layoff, teachers shall be recalled in the reverse order of layoff to any open position within the layoff category in which they were laid off. When a position becomes open, the Superintendent shall promptly send notification of the open position to the teacher who is eligible for recall by certified mail. It shall be the responsibility of the teacher to provide the District with his/her current mailing address while on layoff. If a teacher so notified fails to accept said position within fifteen (15) calendar days of receipt of notification, the teacher shall be deemed to have declined the position and shall be deemed to have waived all further recall rights. A teacher rehired under the provisions of this Article shall have all previously accrued benefits, as of the time of his/her layoff, reinstated as of the date he/she returns to active employment.

15.7 Seniority shall be defined as the teacher's most recent period of continuous employment with the District, beginning with the date that the teacher's individual contract (signed by the teacher) is received by the Superintendent's office.

- 15.8 By December 1st, a Seniority List with teachers' licensure shall be developed, maintained and agreed upon on a yearly basis by the Superintendent and the Association.

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ARTICLE 16
HEALTH, SAFETY AND LIABILITY

- 16.1 As defined by state and federal law (by way of example but not limitation, VOSHA and OSHA); teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being.
- 16.2 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the person involved, except for information that is confidential.
- 16.3 The Board agrees to indemnify and save teachers harmless to the extent of the policy limits provided in 16 V.S.A. Section 1756 from any financial loss and expense including reasonable legal fees and costs arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental injury to person or accidental damage to or destruction of property, within or without the school building, provided such teacher, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment or under the direction of the Board.
- 16.4 In the event that the district receives notification from the insurance company that a claim has been filed, any teacher named in that claim will be given prompt notice of such claim to allow him an opportunity to submit his account of the incident in writing.

ARTICLE SEVENTEEN
COMPLETE AGREEMENT

- 17.1 If any provision of this Agreement or any application thereof to any teacher or a group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 17.2 No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

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ARTICLE EIGHTEEN
NEGOTIATIONS

- 18.1 On or before November 1 of the year prior to the year in which this Agreement expires, the Association and the Board may notify in writing the other party of its desire to modify the terms and conditions of this Agreement. Thereafter, the parties will schedule and conduct negotiating sessions as provided by 16 V.S.A. Chapter 57, Subchapter 3. Notice to the Board shall be sent from the Association's Chief Negotiator to the Superintendent and notice to the Association shall be sent from the Superintendent to the Association's Chief Negotiator.

ARTICLE NINETEEN

DURATION

- 19.1 This Agreement shall become effective July 1, 2019 and shall continue in full force and effect until twelve (12:00) midnight, June 30, 2020. If neither the Board nor the Association gives written notice to the other of its intention to negotiate a successor to this Agreement by November 1 of the year prior to the expiration date of this Agreement, this Agreement will automatically be renewed and will continue in full force and effect for an additional period of one (1) year.
- 19.2 In the event that a successor to this Agreement has not been ratified by the Board and the Association as of the termination date of this Agreement, no salary schedule step advancement shall be provided unless and until the parties have ratified a successor to this Agreement, which expressly provides for such salary schedule step advancement.

In witness whereof, the Board and the Association hereby approve the terms of this Agreement.

For the Board:

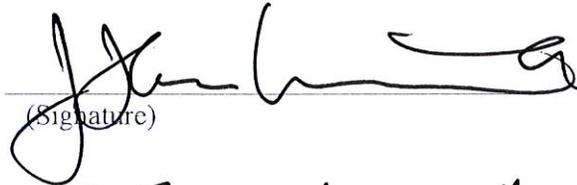

(Signature)

DAWN K. GRISWOLD
(Printed Name)

MAUSD BOARD CHAIR
(Title)

May 13, 2019
(Date)

For the Association:


(Signature)

J Thomas Leaventhal
(Printed Name)

Co-President MAEA
(Title)

5/10/19
(Date)

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APPENDIX A
Mount Abraham Unified School District
Salary Schedule 2019-2020

<u>STEP</u>	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA+0</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$42,700	\$44,622	\$46,543	\$48,465	\$50,386	\$52,308
	1	1.045	1.09	1.135	1.18	1.225
2	\$44,622	\$46,543	\$48,465	\$50,386	\$52,308	\$54,229
	1.045	1.09	1.135	1.18	1.225	1.27
3	\$46,543	\$48,465	\$50,386	\$52,308	\$54,229	\$56,151
	1.09	1.135	1.18	1.225	1.27	1.315
4	\$48,465	\$50,386	\$52,308	\$54,229	\$56,151	\$58,072
	1.135	1.18	1.225	1.27	1.315	1.36
5	\$50,386	\$52,308	\$54,229	\$56,151	\$58,072	\$59,994
	1.18	1.225	1.27	1.315	1.36	1.405
6	\$52,308	\$54,229	\$56,151	\$58,072	\$59,994	\$61,915
	1.225	1.27	1.315	1.36	1.405	1.45
7	\$54,229	\$56,151	\$58,072	\$59,994	\$61,915	\$63,837
	1.27	1.315	1.36	1.405	1.45	1.495
8		\$58,072	\$59,994	\$61,915	\$63,837	\$65,758
		1.36	1.405	1.45	1.495	1.54
9		\$59,994	\$61,915	\$63,837	\$65,758	\$67,680
		1.405	1.45	1.495	1.54	1.585
10			\$63,837	\$65,758	\$67,680	\$69,601
			1.495	1.54	1.585	1.63
11			\$65,758	\$67,680	\$69,601	\$71,523
			1.54	1.585	1.63	1.675
12			\$67,680	\$69,601	\$71,523	\$73,444
			1.585	1.63	1.675	1.72
13				\$71,523	\$73,444	\$75,366
				1.675	1.72	1.765
14				\$73,444	\$75,366	\$77,287
				1.72	1.765	1.81
15					\$77,287	\$79,209
					1.81	1.855
16					\$79,209	\$81,130
					1.855	1.9
17						\$83,052
						1.945
18						\$84,973
						1.99

**APPENDIX B
EXTRA-CURRICULAR SALARY SCHEDULES**

2019-2020 EXTRA-CURRICULAR SALARY SCHEDULE

\$42,700	GROUP 1		GROUP 2		GROUP 3		GROUP 4		GROUP 5		GROUP 6	
	%	SALARY										
1 year	11.00%	\$4,697	9.00%	\$3,843	7.50%	\$3,203	5.50%	\$2,349	4.50%	\$1,922	3.50%	\$1,495
2 years	12.00%	\$5,124	10.00%	\$4,270	8.50%	\$3,630	6.50%	\$2,776	5.50%	\$2,349	4.50%	\$1,922
3 years	13.50%	\$5,765	11.50%	\$4,911	10.00%	\$4,270	8.00%	\$3,416	7.00%	\$2,989	6.00%	\$2,562

Athletic coaching positions shall be divided into six (6) groups. Guidelines for placement in each group will be developed by the administration with input from appropriate sources, which normally include staff, community members, students and board members. Changes in the number of participants in a sport will require a change in placement. Placement will be done annually following a review by the administration. The Board will approve any changes in placement based on the recommendations of the administration.

There will be a cap on the number of activities (1-13) in each group.

GROUP 1 (1 activity)

GROUP 2 (4 activities)

Varsity Wrestling Coach
Varsity Boys' Basketball Coach
Varsity Girls' Basketball Coach

GROUP 3 (11 activities)

Varsity Boys' Soccer Coach
Varsity Girls' Soccer Coach
Varsity Baseball Coach
Varsity Boys' Track Coach
Varsity Girls' Track Coach
Varsity Field Hockey Coach
Varsity Softball Coach
Varsity Cross Country Coach
Varsity Cheerleading Coach
Varsity Ski Coach
Varsity Football Coach

GROUP 4 (4 activities)

Assistant Boys' Basketball Coach
Assistant Girls' Basketball Coach
Assistant Wrestling Coach

Group 5 (11 activities)

Golf Head Coach
Grade 9 Basketball Coach
Assistant Soccer Coach
Assistant Field Hockey Coach
Assistant Softball Coach
Assistant Baseball Coach
Assistant Track Coach
Assistant Cross Country Coach
Assistant Ski Coach
Assistant Football Coach

GROUP 6 (13 activities)

MS Field Hockey Coach
MS Boys' Soccer Coach
MS Girls' Soccer Coach
MS Boys' Basketball Coach
MS Girls' Basketball Coach
MS Softball Coach
MC Baseball Coach
MS Cross Country Coach
MS Boys' Track Coach
MS Girls' Track Coach
MS Wrestling Coach
Assistant Cheerleading Coach

**APPENDIX B
ACADEMIC SALARY SCHEDULE**

Each activity will increase by the same percentage as the base.

ACTIVITY	18/19 Salary	1.00% 19/20 Salary
Drama/1 Act Play	\$2,278	\$2,301
Musical Director: 2 each	\$2,278	\$2,301
Assistant Director: 2 each	\$1,139	\$1,150
Project Grad	\$4,582	\$4,628
Yearbook	\$3,157	\$3,189
Band/Choral: 2 each	\$3,157	\$3,189
Newspaper	\$1,983	\$2,003
Literary Magazine	\$1,909	\$1,928
Student Senate	\$1,527	\$1,542
Scholar's Bowl	\$1,109	\$1,120
Math Counts	\$923	\$932
Math League	\$923	\$932
Odyssey/Mind	\$923	\$932
Test Coordinator	\$3,158	\$3,190
Lead Class Advisor	\$335	\$338

The Board shall be under no obligation to fill any of the extra-curricular positions listed above if in the judgment of the Board the filling of such positions is not warranted in terms of budgetary considerations or program priorities. Failure of the Board to appoint persons to any of these positions shall under no circumstances provide grounds for the filing of a grievance.

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APPENDIX C
EVENING DIVISION REVIEW PROGRAM
AND
SUMMER DIVISION REVIEW PROGRAM

Definition:

The Evening Division Review Program and Summer Division Review Program provide students the opportunity to improve their skills and learning on previously taken Middle School and Mt. Abraham Union High School courses through individualized tutoring and instruction. These courses are offered as part of the Mount Abraham Unified School District Evening Division Middle School and Mt. Abraham Union High School Summer School Program.

Remuneration for Instructors:

The hourly rate of pay for instructors of the Review Program will be determined by the number of years of previous appropriate teaching experience, as determined by the Superintendent of Schools. Determination of initial placement is not subject to the grievance procedure.

Years of Experience Factor:

0-4	.0007843 x Base Salary (BA, Step 1)
5-9	.000915 x Base Salary (BA, Step 1)
10 or more	.001046 x Base Salary (BA, Step 1)

Classification of Appointments of Instructors:

Instructors appointed for the Review Program shall be appointed by the Superintendent of Schools and approved by the Board. The Board shall be under no obligation to fill any of the Review Program courses if in the judgment of the Board, the filling of such position is not warranted due to budget or program considerations. The Board shall be under no obligation to appoint or re-appoint any individual to any Review Program course whether the individual be a regular program Middle School or Mt. Abraham Union High School teacher or not. Appointment decisions shall under no circumstances provide grounds for the filing of a grievance.

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APPENDIX D
Early Retirement/ Career Change Incentive Program

I. Eligibility

This program is offered to any teacher who has twenty (20) or more years of teaching service in the District.

II. Compensation Plan:

Any teacher who elects to participate in this Program shall receive payment equivalent to sixty-six percent (66%) of his/her current annual teaching salary in the District. This figure shall be based upon the annual teaching salary, defined as the teacher's actual annual contract salary at a Full Time Equivalency (FTE) of 1.0 or less, and shall not include extra compensation which may have been earned for extracurricular or co-curricular activities, per diems, or any other compensation.

Compensation Payment Options:

For any teacher who elects to participate in this Program, the teacher may select one of the following compensation payment options below:

1. The payment under Section II.(A.) will be made in equal installments payable over three (3) years. Annual installments will be made in three (3) equal payments occurring on the first scheduled paydays after July 1, November 1, and March 1. The District will deduct any applicable state and federal taxes. **OR:**
2. A teacher may elect to have the District use monies from the above incentive to purchase "air time" from the Vermont State Teachers' Retirement System. Any remaining amount of monies from the incentive, after said purchase, shall be retained by the teacher and paid according to the payment plan in II.(B.1.). Remaining amounts less than \$2,500 will be paid out to the teacher on the first scheduled payday noted above following the effective date of resignation. **OR:**
3. A teacher may elect to have the District use monies from the above incentive to fund 100% of the cost to participate as a single or two-person subscriber in the health insurance program offered to other teachers of the district for the full time authorized by COBRA. Any remaining amount of monies from the incentive, after said purchase, shall be retained by the teacher and paid according to the payment plan in II.(B.1.). Remaining amounts less than \$2,500 will be paid out to the teacher on the first scheduled payday noted above following the effective date of resignation.

III. Procedures

- A. Teachers electing to participate in the Program shall complete a Career Change Incentive Agreement form and a letter of resignation with an effective date of June 30 of the school year in which the teacher elects to participate in said Program; the teacher shall deliver said form and resignation letter to the Mount Abraham Unified School District Superintendent's Office no later than January 10 of the teacher's final year teaching.
- B. The letter of resignation shall be addressed to the Chairperson of the Board. Prior to acceptance of the resignation, the Board and the teacher shall agree on the compensation due under Section II. A. Once such agreement is reached and the Board accepts the resignation, a resignation submitted pursuant to this program is irrevocable. However, resignations under this provision shall be contingent on agreement of the amount to be paid under Section II. A. and acceptance into the Program. Individuals will receive notification of their acceptance into the Program upon Board action to accept their resignation.

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