

MASTER AGREEMENT

BETWEEN

THE BOARDS OF SCHOOL DIRECTORS

FOR THE

**CALEDONIA CENTRAL SUPERVISORY UNION
CALEDONIA COOPERATIVE SCHOOL DISTRICT
DANVILLE SCHOOL DISTRICT
PEACHAM SCHOOL DISTRICT**

AND THE

**CALEDONIA COOPERATIVE EDUCATION
ASSOCIATION – VT – NEA**

JULY 1, 2018 – JUNE 30, 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 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 the Agreement.

PREAMBLE

This collective bargaining agreement (the "Agreement" is entered into by and between the, Caledonia Central Supervisory Union, Caledonia Cooperative, Danville and Peacham Boards of the School Directors, hereinafter called the "Board," and the Caledonia Cooperative Education Association affiliated with the Vermont Education Association and the National Education Association, hereinafter called the "Association."

Article 1 Recognition

- 1.1 The Board recognizes the Association, pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, as the exclusive representative for collective bargaining purposes concerning the terms and conditions of employment for all teachers as licensed by the Vermont Agency of Education and under contract with the Board to provide educational services for which licensure is required, excluding administrative personnel as defined by Chapter 57 of 16 V.S.A.
- 1.2 Throughout this Agreement reference to the Board(s) or District(s) shall be deemed to refer to one of the four (4) individual Boards and Districts noted in the Preamble of this Agreement. As such, where action by the referenced Board or District is required, such action, unless otherwise expressly noted, shall be the action of each individual Board and/or District relative to that District's teachers or local bargaining unit.
- 1.3 Throughout this Agreement, reference to this Association or Associations shall be deemed to refer to Association noted in the Preamble of this Agreement. As such, where action by the referenced Association or bargaining unit is required, such action, unless otherwise expressly noted, shall be the action of the Association.
- 1.4 Despite references in the Agreement to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, whether or not a member.
- 1.5 Throughout this Agreement, reference to Superintendent shall be deemed to include any administrator to whom the Superintendent has delegated authority to act on his/her behalf.

Article 2 Association Rights

- 2.1 The Association will have use of school facilities as set forth in Vermont law. See 16 V.S.A. §2002. In addition, the Association may use such equipment as is normally

located for teacher's use within the school, as well as school audio-visual equipment, upon appropriate request to, and approval of, the principal, provided that such use does not interfere with the teaching of pupils, interrupt normal school operations, or include the posting of denigrating material.

- 2.2 Any cost for repair or replacement as the result of such use of the equipment, and for the cost of materials will be borne by the Association.
- 2.3 The Board and the Association hereby agree that each teacher has the right to organize, join and support the Association for the purposes of engaging in collective bargaining and other activities for mutual benefit or to refrain from such activity. The Board and the Association agree that they shall not interfere with, restrain, or coerce any teacher in the exercise of any rights covered under Title 21, Chapter 22 of the Vermont Statutes Annotated. The Board agrees it shall not discriminate against any teacher with respect to salary or any other terms or conditions of employment by reason of his/her membership in the Association or its affiliates.
- 2.4 Any duly authorized Association representatives shall be permitted to conduct and transact official business of the Association on school property, provided that this does not interrupt or interfere with the assigned duties or school programs and operations. Any unauthorized Association representative shall first report to the Principal or his/her authorized designee to receive permission for the same.
- 2.5 The Association shall have the right to use the teachers' workroom/lounge for the posting of notice of its activities and matters of Association concern provided that no matter is derogatory to any school personnel or to the Board. The Association may use the mailboxes for communication to teachers. The Association may use the District's network for email communications and internet service.
- 2.6 The Association's exercise of any retained right or function in a particular manner shall not preclude the Association from exercising the same right or function in any other manner that does not violate the express written terms of this Agreement. The Association's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise such right or function at any future time.
- 2.7 **Dues Deduction:**
The Board agrees to deduct from each teacher's salary dues for the Association upon said teacher's initial membership therein. Such authorization will be voluntary and in writing. The Board will transmit quarterly said monies deducted to the Treasurer of the Association. Dues will automatically continue to be deducted from a teacher's salary unless the teacher directs the Association and the Board (through the Superintendent), in writing, between June 1 and June 15 of the preceding year, to stop making dues deductions. By July 1 of each school year, the Association shall provide the business office with the dollar amount of the Association dues. The deadline for submitting payroll deduction authorizations for teachers new to the District or teachers newly electing to join the Association is December 1. Thereafter, any teacher authorizations for a dues deduction shall be paid in a lump sum.

Responsibilities:

By September 1, the Board shall provide the Association a list of all teachers covered under the collective bargaining agreement, and thereafter upon request of the Association, but not more than once per quarter. It is the Association's responsibility to provide the signed authorization to the Board for payroll deduction by October 1 for new teachers. The Board is not responsible for obtaining or counseling teachers about joining or not joining the Association. The only duty of the Board is to collect the dues once a payroll authorization is received, signed by the teacher. It is up to the Association to collect the dues from those teachers who do not authorize payroll deduction.

It is the responsibility of the Association to establish said dues annually in accordance with the state and/or federal law.

Reporting, Collection and Distribution of Fees:

The Association shall provide the Business Office authorizations for dues deductions covered under this paragraph, by October 1 of the contract year. The remaining process, rules and forms shall be consistent with Association dues provisions.

**Article 3
Board Rights**

3.1 Management Rights Clause:

The Board retains all of the rights and functions necessary to determine the educational policies of the District and to effectively manage the District except to the extent that they are expressly and specifically modified by the express written terms of this Agreement.

The Board's exercise of any retained right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner that does not violate the express written terms of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise such right or function at any future time.

**Article 4
Teacher Rights**

4.1 The Board and the Association agree that there will be no discrimination in the hiring, training, assignments, promotion, transfer or discipline of teachers, or in application or administration of this Agreement, or any other rule, regulation or policy relating to the terms and conditions of teacher employment on the basis of race, creed, color, religion, national origin, sex, domicile, age or marital status or any other legally protected status under state or federal law. No grievance involving an alleged violation of this provision may proceed beyond Step 3 of the grievance procedure.

4.2 Any formal complaint regarding a teacher made to any member of the administration by any parent, student or other person which might lead to adverse action against a teacher

or used in an evaluation shall be reduced to writing and brought to the attention of the teacher in a timely fashion. Such complaints will be investigated prior to any disciplinary or other adverse action by the administration or the Board, or any evaluation containing reference to the complaint. The teacher will be given an opportunity to respond to and/or rebut such complaint. The Superintendent may place a teacher on administrative leave, with full pay and benefits, during any period of investigation related to a complaint against a teacher.

4.3 Whenever any teacher is required to appear before the Principal, Superintendent or School Board, concerning any matter which may adversely affect the continued employment of the teacher or which could result in disciplinary action, he/she is entitled to have union representation of the teacher's choosing at any meeting with the Principal, Superintendent or School Board to advise him/her during such meeting or interview. Teachers shall be advised of the nature of such meeting at least twenty-four (24) hours in advance. When an emergency meeting is called, the teacher shall present himself/herself as soon as possible, but shall be entitled to meet with his/her representative(s) for a maximum of thirty (30) minutes prior to such meeting.

4.4 Except for probationary teachers and those hired pursuant to Article 6.4 of this Agreement, no teacher shall have his/her contract non-renewed or be disciplined, suspended or dismissed, without just and sufficient cause. Any suspension of a teacher will be with pay pending final Board action. The non-renewal of a teacher's contract or the suspension and dismissal of a teacher during a school year may only be appealed by the teacher by following the procedures outline in 16 V.S.A. § 1752, or the grievance and arbitration procedures of this Agreement. The election of one method of appeal shall preclude the other.

4.5 **Probationary Teachers:**

During the first two years of a teacher's employment by the Board, the teacher shall be considered to be on probation. A probationary teacher will be assigned a mentor during the 1st year through the mentorship program once it has been established. 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 15. Three (3) written evaluations are required per year but such observations and evaluations are not subject to the grievance/arbitration provisions of this Agreement. One evaluation shall take place between October 1 and December 20 and one evaluation shall occur between January 1 and March 30. One of the 3 evaluations must be a formal evaluation (announced pre-conference/post conference) the remaining two evaluations may be unannounced, followed by a post conference meeting. Notwithstanding the above, the Association may grieve the failure of the Board to comply with the timelines in this provision. No waiver of statutory rights is intended by this provision.

Each newly employed Teacher to the Caledonia Central SU will be assigned a mentor during a teacher's first year of the probationary period as outlined in Article 4.5 once the mentor program has been established.

- 4.6 No material derogatory to a teacher's conduct, service character or personality will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed. Such signature in no way indicates agreement with the contents of the material. The teacher may submit a written answer to such material, and the answer will be placed in the personnel file.
- 4.7 A teacher shall have the right, during regular office hours, by appointment, to periodically review his/her personnel file and to receive a copy of any documents contained herein. Materials may be removed by mutual agreement between the teacher and the Superintendent. A teacher will have the right to indicate those document(s) and/or materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate for retention. Said document(s) will be reviewed by the Superintendent and if he/she agrees, the document(s) will be destroyed. A teacher or staff member may appeal the decision of the Superintendent to the Board of School Directors.
- 4.8 There shall be only one official personnel file, and that file shall be kept in the central administrative office. All items that are evaluative in nature which are placed in the personnel file must be signed by the teacher.
- 4.9 All personal references, letters of recommendation and related materials used in the initial hiring of a teacher shall be kept confidential, shall not be shared with the teacher and shall not be a part of the personnel file.
- 4.10 Prior to the filling of any teaching position in a District or the Supervisory Union, a written notification of the vacancy will be posted in each school building and posted electronically on the Supervisory Union's website and sent in an email to all CCSU employees. Such notification will be made in order to provide interested persons time to apply for such positions.
- 4.11 Teachers will not be required to transport students as a condition of employment.
- 4.12 In the event that a Teacher is assigned the task of the personal care of a student; i.e. toileting, changing clothes, etc., the Administration shall provide that no teacher shall perform these duties without having another employee present.
- 4.13 Hepatitis B immunizations shall be made available to all teachers at no cost to the teacher. The cost shall be paid by the District if it is denied by private insurance. Teachers shall submit a claim to their insurance and if denied, the Board will pay the cost.
- 4.14 Only trained staff are expected to conduct bomb searches in the building. Teachers are trained in emergency evacuation procedures (e.g. ALICE, Active Shooter) and are expected to follow appropriate evacuation protocols in compliance with their training. Any newly hired teacher will be provided with the appropriate training for any and all safety and evacuation protocols in effect at their school.

- 4.15 **Safe Work Environment:**
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. In the event that a teacher's personal property is damaged or destroyed through the act of a student, the District will replace or reimburse the teacher for the damaged or destroyed property.
- 4.16 **Student Needs:**
- A. Teachers will have available to them training to address safety and evacuation demands.
 - B. Building principals and other administrators will work with teachers on class planning requirements. Placement decisions for students covered by IEP's and/or section 504 plans will comply with applicable Federal and State law and regulations. Such planning requirements will give appropriate 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. The administration will make reasonable attempts to solicit input from teachers, guidance counselors, and special educators regarding the placement of students with special needs.
 - C. Daily personal care 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.
- 4.17 No teacher shall participate in any evaluative capacity regarding any other teacher, including but not limited to providing the school district any documents, written or oral statements, regarding any aspect of an assigned teacher's work.

Article 5 Grievance Procedure

Definitions:

- A. Grievance:** A grievance shall be defined as a claim by the Association, teacher or teachers that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
- B. Grievant:** The grievant shall be the teacher, teachers or Association instituting a grievance at its initial step under this Agreement.
- C. Time Limits:** All the time limits consist of teacher work days except that when a grievance is submitted on or after June 1, time limits shall consist of week days. Failure by the grievant to adhere to these procedures within the specified time periods shall render the grievance null and void. Failure of any administrative body to render a decision within the specified time limit will allow the grievant or the Association to advance the grievance to the next step in the Grievance

Procedure. The time limits noted herein may be extended by mutual agreement between the Association and the Superintendent or Board.

- D. Association Representation:** Association representatives shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance. Nothing herein contained will be construed as limiting the right of any teacher having potential grievance to discuss the matter informally with his/her supervisor and having a grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- E. Written Notification:** If electronic, it needs to have read receipt, anything mailed must be certified, hand delivered will be stamped or dated and signed by both parties.

The grievant shall, at all steps in the grievance procedure, be entitled to be represented by the Association or her/himself. At no time shall the grievant be represented by an administrative official. The Association shall be the sole and exclusive representative in all levels of the grievance procedure except that the individual teacher may represent her/himself.

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 communications. When requested by the teacher, an Association representative may assist in this resolution. Notwithstanding the above, a grievance may be processed as follows:

Step 1: The grievant shall present the grievance in writing, setting forth the specific problem being grieved and the redress sought, to the immediately involved principal. The principal shall arrange for a meeting with the grievant and the Association's Grievance Committee to take place within ten (10) days of his/her receipt of the grievance. The principal must provide the grievant and the Association with a written decision on the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision was based. No grievance shall be given formal consideration unless it is filed at Step 1 within twenty (20) days of when the grievant had knowledge of the occurrence which gave rise to the grievance.

Step 2: If the grievance is not resolved at Step 1, then the grievant may refer the grievance in writing, indicating the reasons for dissatisfaction with the decision of Step 1 and the redress sought, to the Superintendent or his/her official designee within ten (10) days after receipt of the Step 1 decision. The Superintendent shall arrange for a meeting with the grievant and the Association's Grievance Committee to take place within ten (10) days of his/her receipt of the grievance. The Superintendent shall render a decision in writing, giving reasons upon which his/her decision is based.

Copies of the written decision shall be given to the grievant and the Association within ten (10) days of the meeting.

Step 3: If the grievance is not resolved at Step 2, the grievant may, within ten (10) days of receipt of the Step 2 decision, forward the grievance to the Chairman of the School Board or his/her agent setting forth the reasons for dissatisfaction with the Step 2 decision and the redress sought. The Board or a Committee thereof, shall, within ten (10) days of receipt of the appeal, hold a hearing with the grievant and the Association's Grievance Committee. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall render a decision, in writing, giving the reasons upon which its decision was based. The written decision shall be delivered to the grievant and the Association within ten (10) days of the Board's hearing.

Step 4: If the Association is not satisfied with the disposition at Step 3, then the Association may request binding arbitration of the grievance. Such request shall be in writing and shall be submitted to the Superintendent of Schools. The parties may mutually select an individual to serve as arbitrator or may submit the matter to the American Arbitration Association ("AAA"). If the grievance is not submitted to the AAA within thirty (30) days, the grievance shall be considered withdrawn, with prejudice. Decisions of the arbitrator in matters regarding the grievance shall be final, and shall not be subject to appeal by either party, except as provided by the Vermont Uniform Arbitration Act (12 V.S.A. Chapter 192) and the Rules of the AAA.

- 5.1 The Board, the Association and individual teachers understand that this Article 5 of this Agreement contains an agreement to arbitrate grievances. After signing this agreement, the Board, the Association, and the teachers understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Article.
- 5.2 Neither the Board nor the Association will be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party prior to the arbitration hearing.
- 5.3 The arbitrator shall not have the power to add to, delete from, or in any manner alter the terms of this Agreement. The arbitrator is empowered to award compensatory damages and shall have no authority to award punitive damages, interest on damages or attorney fees. Unless the parties agree in the statement of the issue presented to the arbitrator, the arbitrator shall have no authority to hear or rule on any claim that involves the

alleged violation of any constitutional or civil rights (including by way of example and not limitation, allegations that would constitute a violation of the U.S. Civil Rights Act, American with Disabilities act, the Family & Medical Leave Act, the Vermont Fair Employee Practices Act and the Vermont Parental and Family Leave Act); provided however, an arbitrator may hear or rule on a claim involving the FMLA and the VPFLA directly related to an express written provision of the Agreement.

- 5.4 Each party shall bear the full cost for its representation in the arbitration. The costs of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party shall bear full cost for the transcript. Should both parties order a transcript, the costs of the two transcripts will be divided equally between the parties.
- 5.5 The Board acknowledges the right of the Association's Grievance Committee to participate in the processing of a grievance at any level and no teacher shall be required to discuss any grievance if the Association's representative is not present.
- 5.6 Any Step of the Grievance Procedure may be by-passed by mutual agreement of the parties.
- 5.7 No reprisals of any kind will be taken by the Board or the school administration, the Association, or other teachers against any teacher because of his/her participation or nonparticipation in this Grievance Procedure.
- 5.8 The Board, the Administration and the Association agree to cooperate in the investigation of any grievance, and, further, agree to provide each other with such information as is established to be pertinent to the processing of any grievance. Should the parties schedule any grievance meetings that require that a teacher or an association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- 5.9 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
- 5.10 A grievance may be withdrawn at any level without establishing precedent.
- 5.11 Under no circumstances shall the Administration, Association or a teacher involve students who are minors in the investigating, processing, or hearing of a grievance unless prior written consent from a parent or guardian is filed with the building administrator, direct supervisor or

Superintendent at least 24 hours before such involvement. If the District intends to use a student as a witness in an arbitration hearing, the Association shall be notified at least 24 hours before the hearing.

Article 6 Individual Teacher Contracts

- 6.1 The Board agrees to hire licensed teachers in accordance with the regulations of the Vermont Agency of Education. The terms and conditions of employment of all teachers employed by the Board will be set forth in written contracts in accordance with the provisions of this Agreement and the Laws of the State of Vermont.
- 6.2 The Board shall issue a contract of employment annually to those teachers whom it intends to re-employ. Contracts shall be issued on or before April 15 of each year. A contract offer issued to a teacher shall be signed by the teacher and returned to the Superintendent or the Principal no later than May 15; the failure to do so shall be deemed a refusal of the contract offer and the position shall be declared vacant. The Superintendent in consultation with the building administrator may grant an extension not to exceed two weeks. A contract of employment issued by the Board and signed by a teacher shall be null and void if, by July 1, the teacher fails to provide the Superintendent a copy of a valid Vermont educator license for his/her assignment for the school year, or written verification from the CCSU local Standards Board or the Vermont Agency of Education that all of the requirements of licensure have been fully met and the license is pending before the department.

In the event the Board and the Association have not ratified a successor to this Agreement by April 15, individual contracts will be issued which reflect the teacher's next step of the existing salary. A teacher shall return a signed copy of the contract no later than May 15; the failure to do so shall be deemed a refusal of the contract offer and the position shall be declared vacant. Contracts issued under this paragraph shall be adjusted after the successor to this Agreement is ratified to reflect the terms of said successor Agreement.

- 6.3 As a condition of employment, each teacher shall have a signed individual contract which shall specify the teacher's annual salary, position on the salary schedule, licensure status, percentage of full-time employment, the school, subject and/or grade level he/she will be assigned. Teacher individual contracts will set forth elementary or secondary assignment elementary grade level, or secondary subject areas, as well as interventionist title with label, generalist, reading or math, with content subject and grade span. If a change in teaching assignment for the forthcoming school year is made by administration before August 1st, the affected teacher will be notified in writing by administration within 48 hours of the decision. If a change in assignment is to be made on or after August 1st, the transfer may be made only in the case of any unforeseen emergency such as the death of an employee or other extraordinary circumstance, in consultation with the teacher. This teacher would not follow the evaluation process as defined in the CBA 7.5, but would still create goals and meet with the principal, the building administrator will provide

support systems for the teacher affected by this unforeseen emergency. Once the emergency situation has been resolved the teacher will be given the option to return to their original position. In the event the teacher returns to their original position during the same school year, the building administrator, in consultation with the teacher, will discuss an appropriate time and procedure for evaluation.

6.4 One Year Non-Renewable Contracts:

The Board shall have the right to issue a non-renewable 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 1, 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 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 seniority.

6.5 Provisional/Emergency License:

On or before April 1st of the year in which his/her temporary license (e.g., provisional or emergency) expires, a teacher holding a temporary license shall provide proof to the Superintendent that he/she has either (A) been issued either a Level I or Level II license for the next school year, or (B) that he/she is scheduled to complete all requirements for such license by August 1st. If the teacher presents proof of Option (B) herein, on or before August 1st the teacher must provide the Superintendent written verification from the Vermont Department of Education that the teacher has satisfied all licensure requirements.

6.6 Electronic spreadsheets of individual teachers' salaries, positions, a list of teachers' health and dental insurance plans, seniority, step/column placement, date of hire, as well as each teacher's licensing status will be sent to the Association no later than October 1st or within one month of employment, whichever date is later.

6.7 The Board will employ and assign teachers in accordance with all applicable laws, regulations and teaching licenses.

6.8 Placement of New Teachers:

Each newly employed teacher to the Caledonia Central SU will be placed on the proper column of the Salary Schedule in this Agreement according to his/her degree status at an experience step agreed upon by the teacher and the Board. Thereafter teachers will advance one (1) experience step each year until the maximum step in the column is reached. No newly employed teacher to Caledonia Central SU, however, will be placed on a step of the Salary Schedule higher than a currently employed teacher with substantially equal education and experience.

6.9 Critical Shortage area:

The respective School Board shall be authorized to hire teachers who are certified to teach in an identified critical shortage area, up to two (2) steps above the teachers identified years of service in order to fill the critical shortage need.

The respective School Board shall be authorized to hire Speech Language Pathologists who are certified at a salary range of \$68,000 - \$78,000.

The school board or designee will notify the Association of such an event.

**Article 7
Teacher Evaluations**

- 7.1 The Board and Association agree that the purpose of teacher evaluation is an ongoing process for reflection and to improve the quality of instruction. All monitoring, observation or evaluation of the work performance of the teacher will be conducted openly by a licensed administrator in compliance with the Vermont Agency of Education regulations. No formal evaluation will be based upon a single observation of a teacher. On or about October 15th, a teacher will be notified of the name of the administrator who will be conducting the evaluation. The information in the evaluation will originate from or be observed by the identified evaluator or teacher.
- 7.2 The building administrator or direct supervisor and teacher shall have an annual goal setting meeting by October 30th and reflection meeting by May 30th. Each teacher will set 1 (one) – 3 (three) goals based on the CCSU goals, district action plan. Building administrators or the direct supervisor may work with teachers to establish specific teaching goals as needed. All evaluations, walkthroughs or summative, shall include observations from the building administrator or direct supervisor which include evidence of the teacher's progress towards these goals.
- 7.3 The evaluation instrument will be defined, with criteria stated in writing, and shall be made known in advance to the employee. Teachers will be evaluated by an administrator who is trained in using the evaluation instrument. The evaluation instrument will be made available to teachers through the CCSU office, or by the building administration, no later than October 15 of each year. A formal observation shall be scheduled in advance with the teacher. Informal unannounced classroom observations may be made from time to time. Teachers shall be made aware of the informal observation. Reports or comments which arise from such informal observations, if reduced to writing, will be provided to the teacher in accordance with this Article.
- 7.4 Teachers will be given copies of any observation reports or summative evaluation prepared by the building administrator or direct supervisor within ten (10) school days of the observation. Either the teacher or the building administrator or direct supervisor may request a conference following an observation or completion of the summative evaluation. The scheduling of the conference shall also occur within the five (5) day period; however, the date of the actual conference need not strictly occur within the five

(5) day time limit. No summative evaluation will be submitted to the central office, or placed in the teacher's personnel file, or otherwise be acted upon without prior conference.

- 7.5 Each teacher shall be evaluated on an annual basis except for teachers on probationary status as described in Article 4.5. Non-Probationary Teachers will have 2 Teach Point walkthroughs by December 20th and 1 additional Teach Point walkthrough by March 20th. Each walk through will be followed with a Teach Point report to the teacher to be completed within two (2) school days of the walk-through. Walkthroughs are defined as observations that last up to 15 minutes with the intent of the administrator to conduct an observation of the teacher. If a building administrator or direct supervisor has a concern about a teacher's performance during the walkthrough process, the concern will be made clear to the teacher, verbally, by the building administrator or direct supervisor and through the Teach Point Tool. If the concern persists, and is documented in Teach Point after three walkthroughs, then the building administrator or direct supervisor will notify the teacher through formal documentation. Steps will be taken to assist the teacher in improving the area of concern; this will include, but will not be limited to, regular meetings with the supervisor, working with a mentor, coach or curriculum coordinator or attending professional development trainings specific to the area of concern. No mentor, coach or curriculum coordinator shall participate in any evaluative capacity regarding any assigned teacher, nor be called as a witness to the same, in any board or administrative hearing.
- 7.6 The teacher and the building administrator or direct supervisor shall sign the official school copy (hard) of the evaluation report when completed, indicating that the report has been seen by the teacher and discussed with the building administrator(s) or direct supervisor, and the teacher shall receive a (hard) copy prior to being placed in the teacher's personnel file. Such signatures by the teacher shall not be construed to indicate either agreement or disagreement with the contents of the evaluation report. No teacher will be required to sign a blank or incomplete evaluation form. The building administrator or direct supervisor shall not leave any section of the evaluation form incomplete without documenting that a section was not observed during that observation. The teacher has the right to indicate disagreement with the evaluation.
- 7.7 The teacher shall have the right to submit a written response to such evaluation and the response shall be signed and dated by both the teacher and the appropriate administrator and become attached to and a part of the file copy.
- 7.8 If an evaluation is given to a teacher stating that he/she does not meet the standards of performance of the District, it shall define the skills to be improved in formal documentation. The administrator will coordinate and supervise support to assist the teacher in achieving the levels of identified skills and will schedule ongoing meetings to discuss progress.
- 7.9 The goal of any corrective action plan is to support a teacher in perfecting his/her practices. A teacher may be placed on a corrective action plan if the teacher has not met the proficient level of performance after two (2) informal observations or one (1) formal

observation. If a teacher is placed upon a corrective action plan, it shall include an assessment of the skill to be improved, defined objectives for improvement and recognize, as appropriate, the benefits of focusing the plan on a limited number of skill and objectives for improvement. The administrator will coordinate and supervise support to assist the teacher in achieving the levels of identified skills and will schedule ongoing meetings to discuss progress. The administrator will determine the level of support required and respond accordingly. This may not be limited to a mentor or coach.

Article 8 Mentoring

8.1 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 schools in the Caledonia Central Supervisory Union. The purpose of the mentoring program is to build a supportive environment for teachers new to an area or assignment and teachers new to CCSU. The District will provide two years of mentoring to novice teachers and up to two years as needed for experienced teachers new to CCSU or to their assignment.

8.2 Definition:

A mentor teacher shall be defined as an experienced teacher of at least five (5) years, who is currently teaching in the CCSU, not currently under a corrective action, and who has successfully completed the VTNEA Mentor Coaching and Training for Educators program (or another third party administered program when agreed upon by both the Board and the Association). A novice teacher is defined as a new teacher on a provisional or level 1 license.

8.3 Selection:

Participation as a mentor teacher shall be voluntary. The mentor teacher positions shall be posted in accordance with Article 4.11 of the collective bargaining agreement on an annual basis and teacher may apply for these positions. The mentor coordinator or designee will notify the Association of those hired to be a mentor teacher. 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.

8.4 Confidentiality:

No teacher, acting as a 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. Mentors will follow all state and educational laws.

8.5 Training:

Mentor teachers shall be provided training in the process of teacher mentoring and receive a stipend of one hundred dollars (\$100) per day of training.

8.6 Compensation:

The Board and the Association recognize that the induction of new teachers through a formal mentoring program will help to promote excellence in teaching and improve student achievement. The focus of this program will be to build a supportive environment for new teachers within the context of school improvement. The Board agrees to provide training to teacher mentors. Teachers assigned as mentors shall be paid a stipend at \$1,500 for the first year. If a second year of mentoring is required by the building administrator or direct supervisor, the mentor shall be paid \$1,250. Compensation will be distributed separately from payroll, and will be distributed in December and June.

**Article 9
Teaching Conditions**

- 9.1 The work year for teachers shall extend from July 1 through June 30 and shall consist of one hundred eighty-five (185) days. Two (2) days are self-teacher directed days, with approval from the building Principal. Annually, the Superintendent shall determine the number of student days and non-student days for the ensuing year; the Superintendent shall advise teachers by June 1 of the designation of these days. During their first year of employment, teachers new to the School District shall work up to two (2) additional days for orientation and development as determined by the Superintendent. Such days shall be paid at the teacher's per diem. All teacher work days will be scheduled by the Board.
- 9.2 Part-time teacher responsibilities regarding such issues as arrival/departure times, planning periods, in-service attendance, teacher meetings, leaves, duties, etc. will be worked out by the teacher and the appropriate administrator to reflect the percentage of the contract by which the part-time teacher is employed.
- 9.3 No teacher will be required to attend any meeting, function or project which conflicts with vacation schedules during the school calendar year. If teachers have a conflict or emergency they will convey that to their administrator. No teacher will be disciplined or reprimanded for not attending meetings, functions or projects beyond their contracted working hours.
- 9.4 The core teacher work day will be no longer than eight (8) consecutive hours, with the express understanding that professional responsibilities and obligations must be satisfied. It is understood that it is the teacher's professional responsibility to meet with parents/guardians beyond the school day when the need arises. On Fridays and the day preceding any school vacation, teachers will be permitted to leave once the school busses have departed, except it is recognized that, when necessary, teachers may be required to provide or ensure after school supervision for students.
- 9.5 Teachers who are subject to a classroom change will receive \$150 (one hundred fifty) dollars per day, maximum of 2 days, to pack up the classroom and to unpack and setup the new classroom, provided such hours are worked outside the contracted hours.

- 9.6 All special education teachers may need to work up to five (5) additional days and secondary guidance counselor may need to work up to ten (10) additional days during the summer upon the request and approval of the special education director or principal to complete IEPs, evaluations, Medicaid recordkeeping, to participate in special education meetings, closing up files, recommendations for post-secondary education, etc. A predetermined date and time will be agreed upon between the secondary guidance counselor, special education teacher, special education director or building administrator for summer work. Additional days worked will be paid at the per diem rate based on the teacher's salary during the work year in which the work is required.
- 9.7 Teachers shall not be required to make up snow days unless the make-up days are scheduled as teaching days.
- 9.8 When early dismissal of students is required because of emergency conditions in which the safety of the teacher is also involved, including but not limited to weather, all teachers will be dismissed as soon as all students for whom they are responsible have been dismissed from the school.
- 9.9 In regard to delayed opening, the work of the teacher will begin fifteen (15) minutes before the student starting time.
- 9.10 Each teacher will have the equivalent of no less than 45 continuous minutes, per teaching day, of planning period per day and/or 225 total minutes per week excluding lunch. Planning time is teacher directed time that aids in their teaching, planning and preparation for their students' needs.

All efforts should be made to avoid IEP/504/Est meetings and other meetings that are not directly linked to teacher preparation and planning during this time.

Note: Planning time may be increased by building administration based on increased duties and assignments.

- 9.11 For the school year 2019-2020 each teacher will be given, a daily, duty-free thirty (30) minute lunch, during the hours that lunch is being served in food services. Part-time teachers will have a duty-free lunch in the amount of time as worked out with the building administrator.
- 9.12 **In Service:**
In service is understood to include, but is not limited to, professional work time in the workplace; e.g. working on curriculum, teaming, communications, portfolios, Professional Learning Communities, etc. Such days will not be held any sooner than five (5) days immediately preceding the first regularly scheduled student day of the school year, nor later than two (2) days immediately following the last regularly scheduled student day for the school year. Such days may be scheduled during the school year, but shall not include school holidays or weekends (Saturday and Sunday).

Article 10
Salary and Compensation

- 10.1 The salary schedule for the term of this Agreement is attached and incorporated herein as Appendix A.

The attached salary placement schedule moves eligible teachers to the correct step that matches their years of service, CCSU wide, over a two year period. Years of experience will be determined by the years of experience credited at the time of hire plus years on the job. The rationale for this proposal is to meet the goal of getting as many teachers in all CCSU schools to receive the same salary as every other teacher who has the same education and years of experience. Individual teachers who do not fall under the salary schedule will be grandfathered. These teachers will be frozen on their current step and will receive a negotiated percentage increase.

Year 1 – 5.5% total new salary dollars

Year 2 – 4.5% total new salary dollars

The Board and the Association agree that, using the existing CCSU schedule, an alternative schedule has been configured. Teachers shall be placed on the new schedule at a maximum cost of 5.5% total new dollars – all Districts and the Supervisory Union. In year 2 the total new dollars shall not exceed 4.5%. The intent is that at the end of year 2, the step experience level between CCSU teachers and Waterford teachers will be eliminated.

- 10.2 **Column Movement:**

In the first year following ratification of the Agreement there will be open enrollment for column movement.

A teacher will give written notice to the Superintendent prior to December 1st that a change from one column to another on the salary schedule is pending for that teacher during the ensuing contract year. Horizontal advancement from one column to another on the salary schedule will occur because of increased educational background. Teachers will be placed on the new column on a step equivalent to their years of experience. This advancement will be effective at the first pay period in a contract year or on the pay date following the date of receipt by the Superintendent of a transcript from a recognized institution. Credits for horizontal movement on the salary schedule will be granted for courses approved by the building administrator or direct supervisor, based on the same criteria as for tuition reimbursement.

- 10.3 **Step Movement:**

Any full-time teacher employed prior to December 1 of any school year will be given full credit for one (1) year of service towards the next vertical step on the salary schedule for the following year.

Any teacher employed ninety (90) or more school days of any school year shall be given full credit for one (1) year of service towards the next increment step for the following year.

10.4 Compensation Payment Options:

Teachers shall have the following payment options bi-weekly for the fiscal year starting July 1st, with the first payment by the last Friday in August of each year.

- A. Twenty-six equal payment, the first by the last Friday in August;
- B. Twenty-two equal payments, the first by the last Friday in August;
- C. Twenty-two equal payments of 22/26th of the total salary, the first by the last Friday in August, with a lump sum equal to four (4) pay periods in the final paycheck.

A teacher will indicate by August 1 or at the time of orientation which option they desire and such selection shall not be changed during the school year, except in case of an emergency.

A teacher may choose to have his or her pay directly deposited into up to two accounts with the amount to be deposited in each account decided by the teacher.

A statement of gross pay and all deductions shall accompany every paycheck.

10.5 Payroll Deductions:

The Board agrees to administer the following payroll deductions as authorized by a teacher and provided such authorization is received by the School Business Office.

- A. Financial Institutions
- B. Tax Sheltered Annuities
- C. Disability Insurance
- D. Health Insurance/Dental Contributions
- E. IRS Section 125 Account for contributions allowed by regulation
- F. Association Dues and Agency Fees, if allowed by law
- G. Or other vendors as specifically approved by the Board

Such authorization shall continue in effect from year to year unless revoked in writing by the teacher. Changes in payroll deductions may be made provided Human Resource and/or the Business Office has received 30 days-notice in advance of the intended change from the Teacher authorizing that change.

10.6 Per Diem Pay:

Any extension beyond the contracted service days will be remunerated at a teacher's per diem rate or options (B&C) below. Any such extension must be approved by the Board and will be voluntary. Extensions to contracted service days will include any pre-approved work including curriculum work, school quality work, committee work, portfolio work, goal and direction setting, assessment, work related to State mandates or any other work that the Administration deems necessary, but will not include voluntary attendance at workshops, seminars or courses, or voluntary attendance at evening school

events. Nothing in this section will be construed to prevent teachers from doing voluntary unpaid work beyond the contracted service days.

There will be three (3) different ways in which the teacher may receive their pay. It will be predetermined by the building administrator before commencement of the work.

- A. Per Diem in accordance with the teacher's salary;
- B. An agreed upon Stipend amount set by the Superintendent or Administrator;
- C. An hourly rate set by particular Grant obligations.

The Superintendent or designee will include the Union President in email communications regarding available per diem rates.

10.7 National Board of Professional Teaching Standards Certification:

In addition to the salary set forth in Appendix A, any teacher who achieves National Board of Professional Teaching Standards certification will receive the sum of one thousand dollars (\$1000) per year for so long as certification is maintained. Any teacher whose area of employment is not covered by a NBPTS certification and who obtains a national certification through another organization may submit documentation to the Superintendent concerning that certification. If the Superintendent determines that the requirements for the certification are comparable to that for NBPTS certification the teacher will be entitled the above yearly bonus. The sum will continue for so long as certification is maintained, however, it will not continue for more than 10 years unless the granting organization requires renewal equivalent to that required every ten years by the NBPTS.

10.8 Mileage Reimbursement:

Any teacher who is requested to use his/her automobile for district travel during the course of his/her employment, other than to and from school, as authorized and/or required shall be reimbursed for mileage at the current IRS allowable rate. This travel would consist of, traveling to and from conferences, and other designated locations as requested by administration. Reimbursement shall be made following submission of a voucher by the teacher to the building administrator or supervisor, or his/her designee. This does not include reimbursement for in district travel for professional development days within CCSU.

- 10.9 When a mistake is found in a teacher's contract, his/her pay will be adjusted retroactively to the correct amount and the teacher will reimburse the district if they have been over paid or the district will compensate the teacher who has been underpaid. Repayment will be distributed under a mutually agreed-upon plan.

**Article 11
Insurance**

- 11.1 The Board agrees to provide any insurance coverage as provided in this Agreement subject to the rules, regulations and eligibility requirements of the individual insurance carrier unless such eligibility requirements are modified by the terms of this Agreement.

The Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such a claim; further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage terms. In the event that both a husband and wife are employed by the Board, the Board will be obligated to provide only one insurance plan for the husband and wife or partners to a civil union, as defined by 15 V.S.A. Chapter 23, and 18 V.S.A. Chapter 106, as a unit (e.g., two-person or family plan). The Board will offer health insurance to each teacher and his or her dependents. The term dependent shall include a person who is a party to a civil union pursuant to 15 V.S.A. Chapter 23, and 18 V.S.A. Chapter 106.

11.2 **Health Insurance:**

The Board shall offer group health insurance through all plans offered by VEHI. The Board will contribute a sum equal to 85% of the premium costs for the VEHI Gold CDHP Plan. Teachers may select any applicable tier of coverage (single, two-person, parent and child/ren or family) under any of the available plans offered by VEHI. Teachers have the option to select a more expensive plan offered by VEHI, but will be responsible for paying the difference in premium cost between the more expensive plan and the amount contributed by the Board toward Gold-CDHP. A teacher selecting coverage under a less expensive plan offered by VEHI may apply the Board's premium contribution in an amount up to the annual premium for the plan selected.

- A. Teacher premium payments will be made by payroll deduction on a pre-tax basis through a Section 125 Flexible Benefits Plan administered by the employer.
- B. Teachers may contribute funds to their Flexible Spending Account to cover the costs of qualified expenses. The District will permit teachers to roll over funds in their Flexible Spending Account (FSA) from one calendar year to the next to the maximum extent allowed by law.
- C. In addition to the premium contributions referenced above, the designated party (Board) will establish and maintain Health Reimbursement Arrangements (HRA) for teachers who select coverage under any of the Plans offered by VEHI. Teachers and the Board will share responsibility for the payment of deductibles, co-payments and/or co-insurance required under each plan offered by VEHI as follows: All teachers, including part-time teachers, will be responsible for 5% of all qualified medical out-of-pocket (OOP) expenses incurred before reaching the OOP maximum through December 31, 2019. As of January 1, 2020: All teachers including part-time teachers, will be responsible for 10% of all qualified medical out-of-pocket (OOP) expenses incurred before reaching the OOP maximum. The Board will pay 90% of all qualified medical OOP costs to the OOP maximum. The Board will pay from first dollar. The Board will pay 100% of prescription out-of-pocket.
- D. The District will require that debit cards are issued by a Third Party Administrator. Costs incurred through third party negligence shall be covered by the District.
- E. Teachers who fill prescriptions at pharmacies deemed "90% merchants" shall be advised by the school district that they must submit receipts to TPA to satisfy IRS rules for these select merchants in respect to the substantiation of prescription out-of-pocket costs reimbursed with HRA or FSA funds.

- F. The Association and Boards acknowledge that in some cases medical providers, consistent with the terms of their service contracts with Blue Cross/Blue Shield, may demand payment prior to providing or immediately after providing services. If a provider demands payment in such a scenario, teachers will be required to make payments directly and request reimbursement from TPA.
- G. The District will provide the teachers with comprehensive and accurate information and training during the work day on how to utilize the services and tools provided by TPA to manage their HRA and FSA funds and to satisfy HRA and FSA substantiation requirements for expenses incurred at pharmacies.

11.3 Should the Board desire to retain a different carrier or self-insure, it shall notify the Association in writing at least sixty (60) days prior to the contemplated change. The Association shall be given the opportunity to meet with the Board to discuss the equivalency of the policy benefit coverage, as well as other factors that might influence the Board's decision on carrier selection. The selection must be mutually agreed upon. In the event that, during the life of this agreement, the District is no longer able to obtain health insurance through VEHI and/or the District is required to obtain teacher health insurance through the Vermont Health Connect Insurance Exchange, or the state of Vermont offers health insurance through a single-payer system known as Green Mountain Care, or there is a significant change in costs to the Board due to health reform mandates at the state (Vermont) or federal level, the Association and the Board agree to reopen Articles 11 & 16 of this agreement and negotiate a new teacher health insurance program and related salary considerations.

11.4 **Payment in Lieu:**

All full-time teachers, electing not to participate in the health insurance benefit, may request \$1,500.00 in lieu of insurance. Eligible part-time teachers electing not to participate in the health insurance may receive a pro-rated sum equivalent to their FTE. The regulations of the carrier will define eligibility. The sum in lieu of insurance will be an annual option for eligible teachers, who must make such election prior to June 1 of the preceding school year on a form available from the Superintendent. Payment disbursements will be made in two installments on or about October 1 and February 1. A teacher so electing payment in lieu of insurance who then seeks to reverse his/her decision during the health plan benefit year may do so subject to the regulations of the carrier. Prior to such enrollment, such teacher shall make a pro-rated restitution to the District of any payment(s) in lieu of. Such restitution shall be made in a single payment (not through payroll deduction). New teachers who are also eligible for insurance will also be offered this option (on a pro-rated basis if working a partial election year). Deadline for election for new teachers shall be in accordance with enrollment period laws.

11.5 **Section 125 Plan:**

The Board agrees to establish and administer at its own expense a Section 125 Plan as outlined by the law.

11.6 Dental Insurance:

The Board agrees to provide for and pay the premium of 100% of a single or two-person plan, and the teacher will pay the premium cost for the premium differential between a two-person and a family plan. The dental benefit for the dental plan shall provide an annual benefit of \$1500 per covered person.

11.7 Life Insurance:

The Board will provide a group life insurance policy for each teacher in the amount of \$60,000 to be paid to the Teacher's designated beneficiary or estate, subject to the regulations of the carrier.

11.8 Disability Insurance:

Teachers shall be entitled to coverage under a long-term insurance plan pursuant to the regulations, terms and conditions of the insurance carrier. Said plan shall provide an eligible teacher, on a monthly basis, sixty-six and seven tenths percent (66.70%) of said teacher's salary up to a maximum payment of Four Thousand Five Hundred Dollars (\$4,500). Said disability plan shall have a ninety (90) calendar day elimination period and will provide benefits to age 65. The plan shall treat mental illness and illness or disability resulting from pregnancy as any other qualifying illness or disability under the policy and shall include a cost-of-living rider. The plan shall be VEHI UNUM or other mutually agreed upon carrier. The Board agrees to pay 100% of the premium of the disability insurance plan.

11.9 Liability and Workers' Compensation:

The District shall maintain a general liability insurance policy in compliance with the requirements of 16 V.S.A. § 1756 and shall provide Workers' Compensation Insurance. When a teacher receives Worker's Compensation benefits he/she shall also use his/he 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 Workers' Compensation benefit checks over to the District; the District will then pay the teacher his/her full salary and deduct 1/3 of a sick leave day from the teacher's accumulation for each school 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. Accumulated sick leave does not include an additional fifteen (15) days for the new contract year, unless the teacher actually works during the school year.

11.10 AFLAC Insurance:

The Board agrees to offer and provide payroll deduction for any teacher who wishes to enroll in optional AFLAC insurance coverage at no cost to the Board.

**Article 12
Leaves**

12.1 Sick Leave:

Teachers will begin each contract year with a credit of fifteen (15) days sick leave, and may accumulate sick leave up to a maximum of one hundred twenty (120) days.

Sick Leave is maintained electronically for each teacher through iVisions or a comparable tool.

The Board shall grant paid leave up to the maximum accumulated sick leave of each teacher for illness as per the Vermont Family Leave Act. Such leave shall be with full pay and will be deducted from that teacher's accumulated sick leave. Leaves in excess of three (3) consecutive days shall require written verification from the attending physician, if requested by the school principal, or other administrator. This leave shall also include leave to care for any individual living full time in the teacher's home.

Note: Consideration will be taken for the care of teacher's children, understanding that a family may have multiple children that may become ill in a short period of time due to a temporary illness. In this event physician verification may not be warranted.

A teacher, upon his/her retirement, having completed twenty (20) years of creditable service as a teacher in the Caledonia Central Supervisory Union or the former Essex-Caledonia Supervisory Union will have the option to be paid fifteen dollars (\$15.00) per day for each day of his/her unused sick leave. In the event a teacher who has received payment under this provision is reemployed within the Supervisory Union, said teacher is not eligible to receive further payment under this provision.

12.2 **Long Term Disability:**

The Board agrees to provide a long-term disability (LTD) policy for each teacher. The plan will pay 66% of a teacher's per diem rate of pay at the time of the disability. LTD will commence on the 91st calendar day of illness for each occurrence of illness until cessation of illness. The teacher is required to access the LTD once eligible. The Teacher may opt to retain any unused sick leave days once LTD eligibility status is realized. Once eligible for LTD, the teachers shall receive only the difference between the LTD and their regular salary for the extent of the teachers' accrued sick leave. The teacher's unused sick leave days will be accumulated until his/her return to work.

Upon notification of eligibility for disability benefits, a teacher shall apply to the State Teachers' Retirement Program for benefits, including health insurance. If the teacher is determined eligible for insurance coverage through the Teachers' Retirement Program, the Board will compensate the teacher for up to ninety percent (90%) of the teacher's share of the health insurance premium under Teachers' Retirement for a period of six (6) consecutive months commencing with the notification date of eligibility for disability benefits or the end of the school year (August 25 – June 20), whichever is greater. However, if after application to State Teachers' Retirement Program the teacher is determined ineligible for insurance benefits through the Teachers' Retirement Program, the Board shall continue to contribute premium costs of the medical, dental or applicable life insurance plans provided pursuant to this Agreement for a period of six (6) consecutive months commencing with the notification date of eligibility for disability benefits or the end of the school year (August 25 – June 20), whichever is greater.

12.3 **Sick Leave Bank:**

The CCSU agrees to the establishment of a Sick Leave Bank which shall be administered by a committee composed of three (3) Association members and two (2) Board members. The Association shall submit an annual accounting of members, days and use no later than November 1st of each year.

- A. The maximum number of days accumulated in the Bank may not exceed eight hundred (800) days. Accumulated days in the bank, below the ceiling of 800, shall be carried over from year to year.
- B. Teachers may contribute up to three (3) sick leave days to the Bank by October 1 of the school year.
- C. Teachers must use all personal sick days of their own prior to using the Bank. Teachers in need of extra sick days may request use of the days currently in the bank.
- D. Once eligible for long term disability insurance, the teacher shall not use the Sick Bank.
- E. **Procedures:**
 - 1. In the event of an extended illness which exhausts all of a Staff's accumulated sick leave days, the staff person may apply to the Sick Leave Bank for additional sick leave days and may use the sick leave bank days only until long term disability insurance becomes available.
 - 2. Upon application by a staff member or the teacher's designee, if the staff member is so incapacitated as to not be able to apply, the committee shall review the application and they shall verify medical verification of illness from the attending physician and render a decision as to whether or not sick bank days shall be granted, and if granted, shall grant sick leave days according to the established limits.
 - 3. Payment for sick bank days shall be at full salary and the granting of these days shall not affect the teacher's accumulation of sick leave days in future years.
 - 4. Any teacher's unused sick leave that exceeds that allotted amount to be carried over per individual teacher of 120 days will be donated to the CCSU sick leave bank.
 - 5. The building level administrative assistant will document the individual district's accumulated contribution to the CCSU sick leave bank.

12.4 **Personal Leave:**

Each teacher will be entitled to up to four (4) days of paid leave each school year for personal necessity. Except in an emergency all personal leave should be requested at least twenty-four (24) hours in advance (except for an emergency) and will require the approval of the administration.

Personal leave is in no way to be construed as additional sick leave or vacation time and is not accumulative. Personal leave days will not be used for extending a holiday or a vacation. The administration in charge has the right to limit the total number of leaves on any day, based on the needs of operating and providing services to students. Personal leave will be given priority over other leave requests due to the teacher's personal

circumstance. The building administrator, in consultation with the Superintendent or designee, may approve personal leave to extend a holiday or vacation period due to special or extenuating circumstances.

12.5 Professional Leave:

Up to three (3) professional days per year for the purpose of visiting other schools or attending meeting, conferences, workshops, conventions, or clinics of an educational nature, may be granted by the Principal or CCSU Administrator. Request for professional leave will be submitted in writing and whenever feasible submitted to the principal at least one week before the requested leave day. Whenever feasible, the teacher shall be notified within one week whether his/her request has been approved.

Note: Additional professional leave may be approved by the building administrator or direct supervisor.

12.6 Bereavement Leave/Emergency Leave:

Up to eight (8) days leave with pay per occurrence will be granted to a teacher in the event of a death in the teacher's immediate family. Immediate family will mean spouse, partner by civil union, significant other, child, stepchild, foster child, brother, sister, mother, father, grandparent or grandchild by family or marriage.

- A. Up to five (5) days leave with pay per occurrence will be granted in the event of a death in the teacher's extended family.
- B. The building administrator or direct supervisor, in consultation with the Superintendent, may authorize additional leave beyond the above limit. Such additional leave may be subtracted from the teacher's sick leave with the permission of the Board.
- C. The building administrator or direct supervisor, in consultation with the Superintendent, may authorize leave for special circumstances for a category of relation not listed above.

12.7 Parental/Family Leave:

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

12.8 Parental Leave:

A parental leave of absence without pay for period of up to one (1) year will be granted to any teacher for the purpose of child rearing, of a newly born child or the adoption of a child. Such leave will be less than one year if the leave commences after the beginning of the school year. A teacher requesting a parental leave will, except in the case of an emergency, notify the Superintendent, in writing, sixty (60) calendar days prior to the date on which the leave is requested to begin. The specific length of this leave is to be

stated in such request. However, the teacher may not return after May 1st except at the sole discretion of the Board.

Each teacher will be entitled to forty-five (45) days of paid leave based on their accumulated sick days, and at the teacher's discretion personal days may be used, per newly born child or the adoption of a child.

Upon termination of the leave, the teacher will be restored to his or her former position or a similar position (subject to any reduction in force action), and all benefits that existed before such leaves began (including but not limited to accumulated sick leave) will be restored unless modified by a new contract. A teacher on leave will be notified in writing of their assignment by April 15. During such leave a teacher will continue participation in the group insurance program(s). The teacher will only pay his/her portion of the premium and out of pocket expenses. This will be paid in monthly installments.

12.9 Leave of Absence:

Upon written application by a teacher, the Board may, at its discretion, grant a leave of absence without pay. Teacher will retain all accumulated sick leave, seniority, and step on salary schedule during the leave of absence. A teacher on leave of absence may continue to have health insurance coverage in the plan if the teacher pays the full premium in monthly installments as they become due, provided this does not conflict with the insurance carrier's regulations. The Superintendent may establish a date by which the teacher shall notify the District of his/her intent to return from the leave of absence.

A teacher returning from a leave of absence shall be placed on the step of the salary schedule they would have been on during the year of leave, and in the column appropriate to their education. Teachers taking such leaves shall retain all accrued benefits which were their entitlement at the time of the leave, and have those benefits restored to them upon return. On return from a leave of absence, a teacher will be assigned to the same position which he/she had at the time said leave commenced, if available, or if not, to a substantially equivalent position.

12.10 Leave Pro-Ration:

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

- A. A teacher contracted to work partial days for an entire school year shall be entitled to a total number of days noted in this Article but shall be paid for each day at the per diem rate for the day of absence; i.e., a teacher contracted to teacher one-half a day will receive a half day of pay for each day of absence.
- B. A teacher contracted to work full days for part of the school year shall receive full pay for each day of absence but shall only be entitled to pro-rata number of specified days of leave.

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

12.11 Sabbatical Leave:

- A. A sabbatical leave may be granted for one-half (1/2) of a school year or a full school year, to a teacher that has seven (7) consecutive years of service in CCSU and/or the former ECSU, and must be for academic endeavors in the academic field.
- B. The teacher shall receive fifty (50) percent of their salary during the term of their sabbatical. The Board will fund benefits agreed to in this Agreement to the teacher while on sabbatical. The teacher may continue any payroll deductions that were in force and deducted from salary during the year preceding sabbatical.
- C. Upon return from a sabbatical leave a teacher will be considered as if he/she had been on active service during the period of leave and will be placed on the salary schedule at the level he/she would have achieved if such leave had not been taken.
- D. A teacher who fails to return to the school for two (2) years following a sabbatical leave or who deviates significantly from the program of activity shall be liable for refund to the district of monies (defined as all cash paid by the district for salary and fringe benefits) paid during the period of leave as follows: person who leave the district before satisfactory completion of the first contract year shall be liable for refund to the district of one hundred (100) percent of all monies paid during the period of leave. Persons who leave the district before satisfactory completion of the second successive year shall be liable for refund to the district of fifty (50) percent of all monies paid during the period of leave. Repayment must be made within ninety (90) days of the teacher's termination of employment with the district.
- E. Monies paid during a period of sabbatical leave shall be advanced under a loan agreement. A legal note, interest free, will serve as a loan agreement. This note will be discharged after two (2) years of satisfactory teaching upon the return from sabbatical leave. However, should a teacher not be able to return to the school for the stated period after a sabbatical leave because of illness, disability, or death of said teacher, or if the teacher loses his or her position due to a reduction in staff and is not recalled, the teacher will be released from the obligation to refund monies paid during his/her sabbatical leave.
- F. Application of sabbatical leave must be received on or before November 15th of the school year preceding the sabbatical period requested. The applicant will be notified, in writing, as to the acceptance or rejection in principle of such application by January 30th.
- G. Provided the District Board complies with the procedural requirements of the Sabbatical Leave application process, in all cases involving sabbatical leave applications, the decision of the Board shall be final and shall not be subject to grievance.
- H. There shall be intervals of not less than seven (7) consecutive years of service from the date of return to the district between sabbatical leaves of a teacher unless special circumstances exist which in the opinion of the Superintendent warrant special consideration by the Board.
- I. The decision to accept or to deny the application will be based on the following: the educational merits of the proposal, the broad based benefits of the sabbatical to the

school, the determination that the sabbatical represents the best or most efficient way to provide these benefits and the acceptance of any adequately detailed plan of prior mutual expectations between the teacher and principal regarding the implementation of sabbatical goals upon return to the school.

- J. It is understood by both parties that the Board's decision will be based upon the merit of the sabbatical proposal and the prevailing financial conditions.
- K. Sabbatical leaves of absence may be combined with programs of study, research, writing, or travel which are financed by outside agencies, organizations, or institutions. Should the applicant for sabbatical leave also be the recipient of a grant, fellowship, assistantship or other stipend, the Board will pay a salary amount equal to the difference between the teacher's normal salary and the grant, fellowship, assistantship or stipend used by the teacher to pay expenses connected with the declared purpose of the sabbatical leave. Such expenses would include tuition, research, materials, and travel expenses not directly related to the teacher's normal living costs. However, the person may not secure full-time employment.
- L. A teacher who receives a sabbatical leave will, upon completion of the leave, present to the board a written report of activities during the leave. The report will include a statement of how the teacher personally benefited and how the school system will benefit from the activities.
- M. Staff on sabbatical are subject to RIF and non-renewal provisions of this Agreement.
- N. Sabbatical leave terms are defined as January 1 through June 30 and July 1 through December 31. Adjustments to the specific dates may be reviewed by the Board.

12.12 Jury Duty:

A teacher called for jury duty or subpoenaed shall be excused from work as found necessary by the court. However, he/she must inform the principal as soon as notice from the court is received and shall verify the dates of the actual jury duty. If a teacher is either released by the court before his/her hours of employment are over or able to report to work before court duty is required, the teacher is required to report to work. Compensation for each day of jury duty will be at the teacher's regular rate less the amount paid by the court. Any sum given to the teacher on jury duty as a travel expense is to be retained by the teacher. In the event that a teacher is selected for an extended jury duty of more than five (5) days, a long-term sub would be hired.

12.13 Association Business Leave:

The President(s) of his/her designee may take up to one (1) days of paid leave to conduct Association business.

12.14 Miscellaneous Leave Provisions:

- A. Teachers will not be required to arrange for their own substitutes.
- B. Any teacher fulfilling mandatory military active duty obligations will receive his or her regular per diem salary minus the pay for a substitute for a period not to exceed one month.
- C. Deductions for unnecessary absences will be made from the teacher's salary pro rate for the day or part of the day absent.

Summary of Leave

Description	Days	Cumulative Days	Notes
Sick Leave	15	120 maximum cap	
Personal Leave	4	0	See 10.4 for conditions
Professional Leave	3	0	Additional may be granted by Administration
Bereavement Leave	Up to 8 – immediate family Up to 5 – extended family		Additional may be granted by Administration
Parental Leave	45	0	See 10.8
Business Leave	1	0	Only available to Association President(s) or designee

12.15 Transition Provision:

Effective July 1, 2018, teachers previously employed by the, Essex Caledonia Supervisory Union, Barnet School District, Walden School District or Waterford School District whose employment was transferred to the Caledonia Supervisory Union and/or the Caledonia Cooperative School District shall have their sick leave accumulations transferred to his/her new District.

Article 13 Tuition Reimbursement

- 13.1 The Board shall pre-pay the cost of tuition of courses/trainings/workshops upon pre-approval in writing of a teacher's acceptance into a course(s) as follows:
- A. Up to 100% of the cost for six (6) credits plus a lab fee if required for the course each year at a cost not to exceed the UVM graduate rate in effect at the time the course(s) was taken, and in no instance more than the actual cost. The school district will pay tuition at the time of enrollment. A payment voucher will be sent to the teacher who is responsible for all registration responsibilities. In the event that the teacher does not complete the course or receive a grade of B or better, the teacher shall reimburse the district the sum paid to the institution. The teacher must provide proof of successfully completing the course or workshop within six (6) months of competition. If a teacher does not meet the above requirement, the sum of money advanced to the teacher for the course or workshop will be deducted through a reasonable and agreed

upon payment plan. All coursework/courses for teachers who are less than full time teachers shall be pro-rated commensurate with their percentage of employment each semester.

- B. Credits for payment will be for the following:
 - 1. Graduate credits earned at an accredited college or university related to a teacher’s field of teaching, furthering a teacher’s degree in education, or coursework necessary for licensure, provided the Building Administration receives prior notification of the intent to take such credits and the manner in which payment is to be applied.
 - 2. All course work and professional development will be linked directly to the CCSU goals and the teacher’s assignment and must be approved by the teacher’s direct supervisor.
- C. Teachers leaving the district shall reimburse the district for any tuition paid for coursework during the summer in which their contract expires.
- D. Teachers in a program of advanced degree status shall have tuition paid for up to 9 credits for degree related courses if prior notification has been submitted in writing to the Superintendent. However, at no time shall the total course reimbursement to members of the bargaining unit exceed 6 credits per FTE who are not enrolled in a degree program.
- E. **Soft Caps:** For the fiscal year 2018-2019 the following tuition soft caps will be applied. The amounts will be divided into two equal installments with the dates defined as July 1, 2018 through December 31, 2018 and January 1, 2019 through June 30, 2019.

Cal Co-Op	\$59,500
Danville	\$54,000
Peacham	\$ 7,500

For the two fiscal years of 2019-2021 the following soft caps will be applied. The amounts will be divided into two equal installments with the dates defined as: July 1 through December 31, and January 1 through June 30.

Cal Co-Op	\$78,000
Danville	\$56,000
Peacham	\$10,000

- F. **Professional Development:** Reimbursable expenses for attendance at conferences will need prior approval from the Principal or CCSU Administrator. Reimbursable conference expenses may include: conference fees, transportation, hotel expenses, meals and substitute pay if the Teacher has used his/her three professional days. Reimbursement for conferences expenses shall be given to a Teacher after sales receipts have been presented to the Board. Purchase orders may also be used by a Teacher to cover conference expenses whenever possible.

Article 14
Reduction in Force

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

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

Elementary (Grade Pre K-6)

- (1) Classroom teachers employed in grades pre K-6 shall be laid off in the reverse order of seniority provided the teachers who remain hold appropriate licensure and endorsement required to properly staff the remaining classroom teaching positions.
- (2) Specialty teachers: Teachers employed in a specialty position (e.g., music, art, physical education, etc.) shall be laid off in the reverse order of seniority within the specialty area in which the reduction in force occurs, provided the teachers who remain hold appropriate licensure and endorsement required to properly staff the remaining teaching positions within that specialty.

Middle and High School (Grades 7-12):

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

Supervisory Union:

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

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

- D. Teacher Notification – Notice of layoff under the provisions of this Article to the teacher(s) affected will be no later than April 15th. Layoff of a teacher will only be issued after a meeting between the teacher(s) involved and the Principal, at which time the teacher(s) will be notified in writing of the reason(s) for the layoff. The teacher may, at his or her option, have a representative of the Association present at such a meeting.
- E. Seniority Computation – For the purpose of this Article, seniority is computed from the beginning of the teacher’s most recent period of continuous employment in the school district, and accrues as of the date he or she signed his or her contract. Part-time teachers accrue seniority on a pro-rate basis.
By November 15th of each school year the Superintendent will provide the Association with a list showing the seniority of each teacher by endorsement and will, thereafter, promptly notify the Association of any changes in said list. The Association, by its President, will after examination of such list or notice of change, sign the Superintendent’s copy indicating concurrence.
- F. Leave of Absence – Seniority will continue to accrue during all paid leave of absence. Leaves of absence without pay will not be included in calculating seniority. Leaves of absence will be considered to have interrupted service. Seniority will be established annually as of November 1st.
- G. Reassignment –
 - 1. If an opening exists for which a teacher affected by the reduction in force is licensed and endorsed and qualified by experience and/or education, he/she will be transferred to the position. A teacher who is not currently licensed and endorsed for the opening may be considered for the position if he/she can be licensed and endorsed in time to fill the position. This determination is to be made at the sole discretion of the Superintendent.
 - 2. A teacher who is transferred to an area in which he/she is not currently teaching will be under a one (1) year probationary period. During this period the teacher will:
 - i. Be assigned a mentor
 - ii. Engage in goal-setting with the mentor
 - iii. Have a minimum of three (3) observations
 - iv. Complete a self-evaluation
 - v. Receive a summative evaluation by April 1st
 - 3. Leave for Interviews – Any teacher(s) affected by a reduction in force may request up to three (3) days leave, with pay, for the purpose of interviewing for other employment.
 - 4. Retirement Incentive – Any teacher affected by a reduction in force who is otherwise eligible for the Retirement Incentive described in this Agreement may be offered the Incentive as a severance package.

14.2 **Recall Rights:**

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

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

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

Recall Notice –

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

14.3 **Transition Provision:**

Effective July 1, 2018, teachers previously employed by the, Essex Caledonia Supervisory Union, Barnet School District, Walden School District or Waterford School District, whose employment was transferred to the Caledonia Supervisory Union and/or the Caledonia Cooperative School District shall have their seniority transferred to the new District.

Article 15
Negotiations Procedures

- 15.1 Written notification from either party of the desire to negotiate a success or agreement will be made by September 30. The Board and the Association agree to meet commencing not later than October 15 for the purpose of negotiating in good faith to reach agreement for the year beginning July 1st on any subject, pursuant to 16 V.S.A., Chapter 57. The Board, in accordance with Vermont law, will not negotiate with any teachers' organizations other than the Association.
- 15.2 The representatives of the Board and the Association will meet regularly at mutually agreed times until final agreement is reached.
- 15.3 During negotiations, the representatives of the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals.

- 15.4 Representatives for the Board and for the Association will be empowered to make tentative agreements.
- 15.5 When a tentative agreement is reached, it will be put in writing as a memorandum of understanding between the parties and submitted to the Boards and Associations for ratification.
- 15.6 The Board will make available to the Association for inspection and duplication at reasonable times and places, public records, data and information pertinent to the negotiations. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

Article 16

General Provisions

- 16.1 **Severability:**
If any section, subsection, provisions, clause, or portion of this Agreement shall for any reason become invalid, or be deemed so by a court of competent jurisdiction, such section, subsection, provision, clause, or portion of the Agreement shall be deemed a separate, distinct, and independent provision and such invalidity shall not affect the validity of the remaining portions thereof. The parties shall meet within ten (10) days to clarify and/or amend the affected portions of the Agreement.
- 16.2 **Individual Contract Consistency:**
Any individual contract between the Board and an individual teacher heretofore or hereinafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 16.3 **Printing:**
Within one month following ratification of the Agreement by both parties, the Board shall post a copy of the Agreement on the Supervisory Union web page. The Board shall give one printed copy to each new teacher before said teacher signs an individual contract.
- 16.4 **Notices:**
Except as specifically provided in this Agreement, all written notices to the Board or the Association, respectively, will be deemed to have been properly served if delivered electronically first and then personally or by certified mail to the Chair of the Boards and Superintendent and the President of the Association at the school at which he/she teachers. Furthermore, a copy of such notice shall be sent to the applicable school representative for the Association.

16.5 **Time Deadlines:**

Unless otherwise specifically provided in this Agreement, all time deadlines provided in this Agreement shall consist of school days from September 1 – June 12. From June 12 through August 31, days shall be weekdays, exclusive of legal holidays.

16.6 All salaries, benefits, duties and planning time for part-time teachers will be prorated based on his or her full-time equivalency (FTE) status, unless specified differently elsewhere in this Agreement.

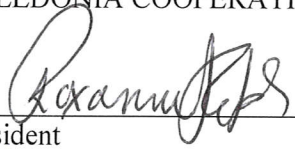
16.7 This Agreement incorporates the entire understanding of all parties on all matters which were the subject of negotiations. During the term this Agreement is in force, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement. All other matters not incorporated in this Agreement remain within the purview of the Board which retains the right to manage and direct the operation of the School District, in order to efficiently carry out its mission in accordance with Vermont State Statutes.

Article 17
Duration

17.1 This Agreement shall become effective as of July 1, 2018, 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 September 30, as provided in Article 15, this Agreement will automatically be renewed and will continue in full force and effect for an additional period of one (1) year.

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

By: CALEDONIA COOPERATIVE EDUCATION ASSOCIATION



President

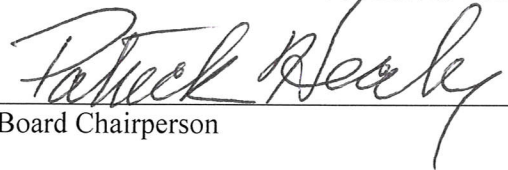
8/20/19
Date



Chief Negotiator

8/20/2019
Date

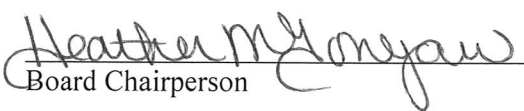
By: CALEDONIA CENTRAL SUPERVISORY UNION



Board Chairperson

8/19/19
Date

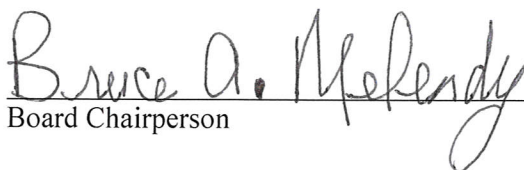
By: CALEDONIA COOPERATIVE SCHOOL DISTRICT



Board Chairperson

8/19/19
Date

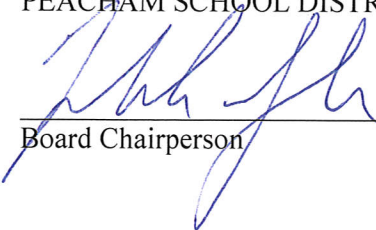
By: DANVILLE SCHOOL DISTRICT



Board Chairperson

08/19/2019
Date

By: PEACHAM SCHOOL DISTRICT



Board Chairperson

8/19/2019
Date

**APPENDIX A-1
SALARY SCHEDULE
2018 - 2019**

STEP	B	B+15	B+30	B+45/M	M+15	M+30
1	\$37,119	\$38,233	\$39,380	\$40,561	\$41,778	\$43,031
2	\$38,233	\$39,380	\$40,561	\$41,778	\$43,031	\$44,322
3	\$39,347	\$40,527	\$41,742	\$42,995	\$44,284	\$45,613
4	\$40,461	\$41,674	\$42,923	\$44,212	\$45,537	\$46,904
5	\$41,575	\$42,821	\$44,104	\$45,429	\$46,790	\$48,195
6	\$42,689	\$43,968	\$45,285	\$46,646	\$48,043	\$49,486
7	\$43,803	\$45,115	\$46,466	\$47,863	\$49,296	\$50,777
8	\$44,917	\$46,262	\$47,647	\$49,080	\$50,549	\$52,068
9	\$46,031	\$47,409	\$48,828	\$50,297	\$51,802	\$53,359
10	\$47,145	\$48,556	\$50,009	\$51,514	\$53,055	\$54,650
11	\$48,259	\$49,703	\$51,190	\$52,731	\$54,308	\$55,941
12	\$49,373	\$50,850	\$52,371	\$53,948	\$55,561	\$57,232
13	\$50,487	\$51,997	\$53,552	\$55,165	\$56,814	\$58,523
14		\$53,144	\$54,733	\$56,382	\$58,067	\$59,814
15		\$54,291	\$55,914	\$57,599	\$59,320	\$61,105
16		\$55,438	\$57,095	\$58,816	\$60,573	\$62,396
17				\$60,033	\$61,826	\$63,687
18				\$61,250	\$63,079	\$64,978
19				\$62,467	\$64,332	\$66,269
20				\$63,684	\$65,585	\$67,560
21				\$64,901	\$66,838	\$68,851

**APPENDIX A-2
SALARY SCHEDULE
2019 - 2020**

STEP	B	B+15	B+30	B+45/M	M+15	M+30
1	\$37,954	\$39,093	\$40,266	\$41,474	\$42,718	\$44,000
2	\$39,093	\$40,266	\$41,474	\$42,718	\$44,000	\$45,320
3	\$40,232	\$41,439	\$42,682	\$43,962	\$45,282	\$46,640
4	\$41,371	\$42,612	\$43,890	\$45,206	\$46,564	\$47,960
5	\$42,510	\$43,785	\$45,098	\$46,450	\$47,846	\$49,280
6	\$43,649	\$44,958	\$46,306	\$47,694	\$49,128	\$50,600
7	\$44,788	\$46,131	\$47,514	\$48,938	\$50,410	\$51,920
8	\$45,927	\$47,304	\$48,722	\$50,182	\$51,692	\$53,240
9	\$47,066	\$48,477	\$49,930	\$51,426	\$52,974	\$54,560
10	\$48,205	\$49,650	\$51,138	\$52,670	\$54,256	\$55,880
11	\$49,344	\$50,823	\$52,346	\$53,914	\$55,538	\$57,200
12	\$50,483	\$51,996	\$53,554	\$55,158	\$56,820	\$58,520
13	\$51,622	\$53,169	\$54,762	\$56,402	\$58,102	\$59,840
14		\$54,342	\$55,970	\$57,646	\$59,384	\$61,160
15		\$55,515	\$57,178	\$58,890	\$60,666	\$62,480
16		\$56,688	\$58,386	\$60,134	\$61,948	\$63,800
17				\$61,378	\$63,230	\$65,120
18				\$62,622	\$64,512	\$66,440
19				\$63,866	\$65,794	\$67,760
20				\$65,110	\$67,076	\$69,080
21				\$66,354	\$68,358	\$70,400

**APPENDIX B
RETIREMENT**

A. Payment to Retiring Teachers:

With twenty (20) years in the **CCSU and the former ECSU** System - \$1,000.00

B. Early Retirement Incentive Program:

The School Board shall have the discretion, on an annual basis, to offer or not offer the early retirement plan noted herein and the discretion to specify the number of teachers to whom it will be offered.

This Early Retirement Incentive Program will be offered under the following limited conditions:

1. Eligibility:

This program is offered to any teacher in the bargaining unit whose age and years of experience in the district, when added together, equal seventy (70). For example, a teacher fifty (50) years old with twenty (20) years teaching experience in the district or at the top of the salary schedule would be eligible for this program.

2. Compensation:

- (a) The teacher shall receive a total cash payment equivalent to sixty-six percent (66%) of his/her highest teaching salary at the District. This figure shall be based only upon the annual teaching salary figure and shall not include extra compensation which may have been given for extra-curricular or co-curricular activities, per diem, or any other additional compensation.
- (b) For one (1) year following the teacher's resignation, the teacher may select and shall be provided either a single or two-person membership in the Blue Cross/Blue Shield Plan provided to teachers; both the Board and the teacher shall contribute the same percentage toward the premium cost of said plan as provided in the Agreement for said year of coverage.
- (c) The teacher may obtain family membership plans by paying the difference between the premium cost of such plans and the cost of the single membership plan. Following the expiration of the one-year period, the teacher will be allowed to continue membership in the group plan for an additional six months provided he/she pays the full cost of the group rate premium. Arrangements for payment of insurance premiums by the teacher will be established by the District.

- (d) At the teacher's option, the monetary amount of the health insurance premium will be paid to the Vermont Teachers Retirement System to pay for the teacher's cost of the plan.
- (e) The cash payment under Section B (1) above will be made in three equal installments on September 15 during the first three years following the teacher's resignation. The District will deduct any applicable state and federal taxes from the payments to teachers.

C. Procedures:

- 1. The Board will provide annual notice, by October 15, to the Association and the teachers if it intends to offer the Program. This notice shall specify the number of teachers to whom the Program will be offered.
- 2. Applications for this Program must be submitted by the teacher to the Superintendent by December 15.
- 3. If a greater number of teachers apply than the number authorized by the Board, seniority will be used to select the teachers who will be selected for the Program.
- 4. Teachers will be notified whether or not they have been selected by March 15.
- 5. If early retirement is granted, teacher(s) must submit a letter of resignation within ten (10) school days of being notified.

D. Other Provisions:

- 1. This Program may be offered for all years of this Agreement, and in accordance with the provisions and procedures above.
- 2. This Program is being offered on an entirely voluntary basis. No teacher shall be obligated to participate in this Program.
- 3. Teachers who are interested in this Program may contact the Superintendent's office to verify their salary, health insurance costs and procedures.
- 4. This Program shall be considered an addendum to the current Agreement, and should a dispute arise as to the interpretation of its provisions, the enforcement procedures of the grievance and arbitration provisions of the Agreement shall apply. It is specifically understood, however, that this Program shall expire according to the terms specified herein. In no way shall it be considered part of the status quo should the parties fail to reach agreement on a successor to the current Agreement nor shall it be continued beyond the term specified except by express written agreement.

**APPENDIX C
CO-CURRICULAR ACTIVITIES SALARY**

Teachers who lead the listed co-curricular activities will be paid according to the stipend schedule below. Teacher participation will be voluntary. Contracts for co-curricular activities are for one year only and are not subject to renewal in the manner of individual teaching contracts. The Board specifically reserves its right to conduct or not conduct these activities and further reserves the right to contract out to persons who are not a part of the bargaining unit for these and any unlisted co-curricular activities.

Chess Club	\$500
Math Counts	\$500
Odyssey of the Mind	\$500
Adventuring Club	\$500
Freshman Class Advisor	\$800
Sophomore Class Advisor	\$800
Junior Class Advisor	\$1100
Senior Class Advisor	\$2000
Senior Project Coordinator	\$1800
Middle Grade Class Advisors	\$800
Student Council – High School	\$1700
Student Council – Middle School	\$700
National Honor Society	\$725
Yearbook	\$2000
Varsity Soccer	\$2200
Varsity Basketball	\$2800
Varsity Baseball or Softball	\$2200
Junior Varsity Soccer	\$725
Junior Varsity Basketball	\$1900
Middle Grade Sports	\$800
Lacrosse	\$1000
Cross Country Running	\$500
Track and Field	\$500
Cross Country Skiing	\$500
High School International Club	\$1200
Spelling Bee	\$400
Geo Bee	\$400
Drama	\$1400
Teacher School Based Leadership Team	\$1200
Student Leadership Team Coordinator	\$500
Music Director	\$500