

**AGREEMENT BETWEEN**  
**THE**  
**ST. JOHNSBURY BOARD OF SCHOOL DIRECTORS**  
**AND THE**  
**ST. JOHNSBURY EDUCATION ASSOCIATION**  
**TEACHERS**  
**2022 - 2024**

## TABLE OF CONTENTS

AGREEMENT		PAGE 3
PREAMBLE		PAGE 3
ARTICLE I	RECOGNITION	PAGE 3
ARTICLE II	NEGOTIATIONS	PAGE 3
ARTICLE III	COMPLIANCE	PAGE 3
ARTICLE IV	TEACHERS' RIGHTS	PAGE 4
ARTICLE V	GRIEVANCE PROCEDURE	PAGE 6
ARTICLE VI	SCHOOL CALENDAR	PAGE 8
ARTICLE VII	FINANCIAL BENEFITS TO TEACHERS	PAGE 9
ARTICLE VIII	TEACHER EVALUATION	PAGE 12
ARTICLE IX	TEACHER DISMISSAL	PAGE 13
ARTICLE X	TEACHER NON-RENEWAL	PAGE 13
ARTICLE XI	RELEASES	PAGE 14
ARTICLE XII	REDUCTION IN FORCE	PAGE 14
ARTICLE XIII	TEMPORARY LEAVE OF ABSENCE	PAGE 15
ARTICLE XIV	MEDICAL LEAVE	PAGE 16
ARTICLE XV	MATERNITY LEAVE OF ABSENCE	PAGE 18
ARTICLE XVI	FAMILY LEAVE	PAGE 19
ARTICLE XVII	SABBATICAL LEAVE	PAGE 20
ARTICLE XVIII	LEAVE OF ABSENCE	PAGE 21
ARTICLE XIX	PROFESSIONAL DEVELOPMENT and EDUCATIONAL IMPROVEMENT	PAGE 21
ARTICLE XX	INSURANCE	PAGE 23

## TABLE OF CONTENTS

ARTICLE XXI	DEDUCTIONS FROM SALARY	PAGE 25
ARTICLE XXII	MENTORING	PAGE 26
ARTICLE XXIII	PROMOTIONS, TRANSFERS, and REASSIGNMENTS	PAGE 26
ARTICLE XXIV	RIGHTS OF THE BOARD	PAGE 27
ARTICLE XXV	INTERRUPTIONS and STOPPAGES in PROFESSIONAL PERFORMANCE	PAGE 27
ARTICLE XXVI	SEVERABILITY	PAGE 27
ARTICLE XXVII	WORKERS' COMPENSATION	PAGE 27
ARTICLE XXVIII	DURATION	PAGE 28
ARTICLE XXIX	EARLY RETIREMENT INCENTIVE PROGRAM	PAGE 28
SIGNATURES		PAGE 29
APPENDIX A	GRIEVANCE REPORT	PAGE 30
APPENDIX B	SUPPLEMENTAL SALARY SCHEDULE	PAGE 33
APPENDIX C	SALARY SCHEDULE	PAGE 34

## **AGREEMENT**

This Contract is entered into between St. Johnsbury School Directors, hereinafter to be known as the “Board,” and the St. Johnsbury Education Association, hereinafter to be known as the “Association”. This Contract shall become effective on July 1<sup>st</sup>, 2022, and shall continue in effect according to Article XXVIII Duration.

## **PREAMBLE**

This Contract is entered into by the contracting parties in order to effectuate the provisions of Title 16, Chapter 57 of the Vermont Statutes Annotated. Its purpose is 1) to encourage and increase effective and harmonious working relationships between the Board and the teachers of the Association, 2) to enable the teachers to more fully participate in and contribute to the development of policies dealing with salaries, economic conditions of employment, and other matters of mutual concern, consistent with the provisions of Vermont State law, and 3) to educate the children of St. Johnsbury.

## **ARTICLE I RECOGNITION**

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

## **ARTICLE II NEGOTIATIONS**

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

## **ARTICLE III COMPLIANCE**

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

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

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

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

- 4.1 The Board recognizes the right of each teacher to freely organize, join, and support the Association, or any teachers' group of his/her choice, for the purpose of engaging in collective negotiations with the Board.
- 4.2 **Right to Representation:** When a teacher is required to appear before a supervisor (or member of the administration), the Superintendent, and/or the Board regarding an action adverse to their working position, he/she shall receive prior written notice stating the reason(s) for such meeting and he/she shall be entitled to have a representative of the Association to advise and represent him/her.
- 4.3 The Board and the Association will adhere to state and federal laws pertinent to discrimination relating to his/her membership or non-membership in the Association, or his/her participation in any grievance consistent with the terms and procedures of this Contract.
- 4.4 The Board shall not discriminate in the employment of any teacher on the basis of race, creed, color, religion, national origin, sex, sexual orientation, ancestry, place of birth, gender identity, age, marital status, disabling condition or town of residence.
- 4.5 A teacher shall not be reduced in rank, compensation, disciplined, or discharged arbitrarily, capriciously, or without just and sufficient cause.
- 4.6 The Board and the Association recognize that the demands placed on teachers as the result of integration of all students into classrooms are significant. Teachers must deal with a wider spectrum of students both in terms of intellectual ability and in terms of emotional well being than have been historically required. As a result, teachers are required to make accommodations for such students to allow their successful integration into classrooms.
- a. Teachers will have available to them training to address these demands. Training may be provided to them through in-class support, in-service programs in the District, and/or through professional development and educational improvement opportunities.
  - b. The District recognizes its obligations to review on a continuing basis the planning requirements necessary to assist teachers in facing these challenges. Such planning requirements will give consideration to class size, distribution of students with special needs, and availability of support staff including but not necessarily limited to resource

teachers, appropriate therapeutic services, and paraeducator assistance.

- c. The administration will make all reasonable attempts to solicit input from teachers, guidance counselors, and special educators regarding the placement of students with special needs pursuant to the policies established by the Vermont State Board of Education and the St. Johnsbury School District.
- d. Special educators shall write individual education plans (IEPs).
- e. Daily custodial maintenance of students with special physical or medical needs including but not limited to tracheotomy, colostomy, respiratory conditions and incontinence will not be the responsibility of the classroom teachers. Teachers are not obligated to dispense medication to students. The distribution through the District of students with special needs will be considered along with building facilities, school services, class size, support staff, and other factors before finalizing classroom assignments.

4.7 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. The teacher and the administrator will work together to ensure the efficacy of the plan and to make revisions to the plan if necessary.

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

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

#### 4.10 Notification of Highly Qualified Status:

The administration and the Association will draft a letter from the Superintendent informing parents of the ESEA/NCLB "highly qualified" notification requirements and submit same to the

Commissioner of Education for approval. Until approval has been obtained, the Commissioner's draft letter will be used.

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

4.11 Any teacher who is required to relocate his/her classroom/office will be compensated at their per diem rate, for a maximum of two days.

4.12 Teachers who are required by the Administration to use their personal automobiles for official school business will be reimbursed at the current IRS rate. Teachers will not be required to transport students as a condition of employment. Teachers who use their personal vehicles for official school business may be required to demonstrate that they have a valid driver's license and personal automobile insurance.

4.13 A. The School Board and the Association recognize the importance of having time during and after the regular school day for planning, collaboration, and continuous professional learning. To that end, each teacher will have a 45 minute planning period per day. This period shall be teacher directed and it is expected of teachers that these periods will be used primarily for educational planning, informal meetings and parental contact. No minutes or documentation of this time will be required.

B. Duty Free Lunch: Teachers will receive a duty free lunch period. This period shall be at least the length of time extended to their students. Scheduling of this period shall be established by the administration with input from the teachers in each house.

C. Additional time beyond the 45 minute planning period may be designated by the Administration for other duties, most importantly for professional development, including team planning, technical assistance and data review. Distribution of additional planning time will be equitable. The agenda for the professional development blocks shall be determined by the Administration with input from each teaching team, house or faculty. No minutes or documentation of the time will be required.

D. Each teacher will participate in after school meetings, which will normally be scheduled every other week. The agenda for these after school meetings will be determined by the Administration with input from teachers. Such meetings will begin at 3:15 p.m. and will end by 4:30 p.m. Parent-teacher conferences and report card writing will be counted as an after school meeting during the corresponding months.

## **ARTICLE V GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**ARTICLE VI**

## SCHOOL CALENDAR

- 6.1 The work year for teachers shall consist of one hundred and eighty-six (186) days:
- a. One hundred seventy-five (175) teaching days.
  - b. Two (2) Fridays will be teacher work days for parent teacher conferences, one in the Fall and one in the Spring. Teachers will be available for a minimum of 3 hours of conference time outside of the regular school day. They will be released on the Friday work day by 12:00 p.m.
  - c. Two (2) days of in-service before the start of school.
  - d. One (1) scheduled teacher work day before the start of school.
  - e. One (1) scheduled teacher work day following the last student day.
  - f. Five (5) in-service days, (4) to be determined by the Superintendent following consultation with the Association and (1) in exchange for teachers' attendance at Meet & Greet prior to the beginning of the start of school and Open House to be scheduled early in the year.
  - g. Teachers will be required to attend Meet & Greet, Open House and one grade-level academic evening for parents as the equivalent of one in-service day.
  - h. Two (2) additional days may be scheduled, contiguous to the in-service days before school begins, to provide additional instruction for teachers who are new to the District.
  - i. The district shall observe Town Meeting day. Teachers shall not be required to work on Town Meeting day. The day will not be counted toward the contractual requirement.
- 6.2 Except as may be otherwise provided by law, the calendars for the school years covered by this Agreement shall be determined by a committee composed of the Board, the Superintendent, and two members of the Association. Each spring the calendars and any significant changes to the normal school day for the school years covered by this agreement shall be determined by a committee composed of the Board, the Superintendent, and two members of the Association. Five (5) days are to be scheduled on the school calendar for emergencies. In the event it becomes necessary to schedule more than five (5) emergency days, the Superintendent will meet and mutually agree with the Association before scheduling the days.
- 6.3 A. The teacher work day shall start at 7:30 a.m. and end at 3:30 p.m. except on Fridays when a teacher may leave after 3:00 p.m. and as long as the buses have left the campus. This does not preclude a staggered schedule for some teachers if needed and agreed upon by both parties.
- B. For a two-hour delay, teachers will arrive at 9:30 a.m. For early releases due to emergencies, teachers will leave following routine dismissal procedures.
- C. Teachers will continue to attend meetings related to their professional responsibilities after school as needed. However, all reasonable effort will be made to schedule IEP/504/EST meetings during the regular work day.
- D. Teachers who are assigned to be regular members of additional special teams meeting after school will be paid a stipend according to the extra-curricular salary schedule.

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

- 7.1 Salaries of all teachers covered by this Agreement are set forth in Appendix C. Eligible teachers will advance one vertical step within the appropriate column in each school year covered by this Agreement. A salary increment may be withheld from a teacher who is on probation when, in the judgment of the Superintendent of Schools, just and sufficient cause exists to warrant such action. The teacher shall be warned in writing by December 1st that such action is pending, affording an opportunity to remedy the situation with corrective measures before final action by the Board.
- 7.2 **Prior Service:** Up to one step will be allowed for each year of experience in an accredited school.
- a.) Nurses will be placed on the salary schedule such that a year of work as a full time nurse in a hospital, a doctor's office, military or EMT setting, or other full time work performed under a nursing license will be equal to one year's service as a school nurse, but no higher than another school nurse employee with equal years of experience.
- b.) Speech Language Pathologist employees will be placed on the salary schedule such that a year of work as a full time SLP in a hospital, a doctor's office, nursing home, private practice, or other full time work performed under a SLP license will be equal to one year's service as a school SLP, but no higher than another school SLP employee with equal years of experience.
- 7.3 **Military Service:** Any teacher called for active military service shall be on leave status for the duration of service. The School District agrees to comply with all Federal and State laws and regulations with regard to Uniformed Services Employment and Reemployment Rights.
- a. The board shall grant full year salary schedule credit.
- b. The same or substantially equivalent teaching position will be assigned to the teacher when returning from active duty.
- c. Any unused sick leave will be carried forward.
- d. The teacher shall receive any prorated money earned for time taught.
- e. While on active duty, a teacher's absence will be considered an approved leave.
- f. The teacher and their dependents will be entitled to continue to receive medical insurance, dental insurance, disability insurance, life insurance, and any other benefits contained in this Contract, provided that the teacher is eligible for participation under the terms of the insurance policy and further provided that the teacher pays the full premium of insurance.
- 7.4 **Credits Beyond Bachelor's Degree or Master's Degree:** A teacher's increment level on the salary schedule shall be adjusted to reflect graduate study in increments of: (a) BS+15, (b) BS+30, (c) BS+45\Master's, (d) BS+60\Master's+15, (e) Master's+30 and (f) CAS (A Certificate of

Advanced Study must require a minimum of 30 credit hours for consideration)/ Master's + 45. The following criteria must be met:

- a. All credits taken must be graduate level courses.
- b. Teachers' credits must be in an area that will make them better teachers in this system, and must have the approval of the Superintendent of Schools. Teaching contracts shall be amended no later than September 30<sup>th</sup> of the contract year if the teacher involved completes enough credits to change increment levels. A statement of intent shall be filed with the Superintendent before January 1st of the existing contract year. Following completion, a transcript of credits completed shall be filed with the Superintendent. If there is any question regarding the authenticity of the documentation provided the Administration may require the teacher to produce an official transcript.
- c. In the event a teacher with BS+45 and/or BS+60 attains a Master's degree he/she will move one column, provided that at least 15 of the credits earned toward the Master's degree have not previously been applied for horizontal movement on the schedule. Thereafter, horizontal movement will be on the basis of new graduate level credits earned after attainment of the Master's degree.

7.5 The Board will establish an annual payroll schedule of either twenty-two (22) or twenty-six (26) substantially equal pay periods. Teachers shall have the option of being paid bi-weekly over 22 or 26 bi-weekly pay periods. Teachers who desire to be paid under the 22 bi-weekly pay period option shall notify the superintendent or designee, in writing, on or before August 1 of the school year; otherwise the 26 bi-weekly pay period option shall be in effect for the school year. Teachers who were employed by the District in the previous school year will receive their first paycheck on the first regularly scheduled bi-weekly pay date after the start of each new school year consistent with payroll for all District employees.

Summer paychecks will be mailed.

All teachers new to the district must have a completed payroll packet on file with the business office at least seven (7) weekdays prior to the first payroll for the school year. Staff submitting packets after that date will be processed on the first regular bi-weekly pay date after they commence work during the school year consistent with the payroll schedule of all District employees, provided that they submit all required forms and documents to the Business Office at least seven (7) days prior to this date.

7.6 A teacher who is under contract for more than one half of contracted teaching days will receive a full step increment if performance is satisfactory. A teacher under contract for less than one half of contracted teaching days will remain on the same step for the next contract year. A salary increment may be withheld from a teacher who is on probation when, in the judgment of the Superintendent of Schools, just and sufficient cause exists to warrant such action.

7.7 The Board and the Association agree to increase the teachers' salaries contained in this Agreement

if, during any year of the Agreement, the Vermont Legislature appropriates funds specifically designated to improve teachers' salaries. In the event the legislature appropriates a sum of money specifically designated for increasing teachers' salaries, said amount shall be applied to the existing salary schedule, if a schedule exists, or distributed as an equal percentage increase to all teachers. The collective bargaining agent shall be consulted in regard to the distribution of any such funds, but the Board's decision shall be final.

- 7.8 Any employee who is called to jury duty occurring on a school day shall receive regular pay from the District during the time of service or jury duty. Any sum given the employee on jury duty as a travel expense is to be retained by the employee. Any sum given the employee for services is to be endorsed by the employee to the St. Johnsbury School District.
- 7.9 **Planning Period Compensation:** Any teacher asked to substitute through his/her contractually guaranteed daily 45 minute planning period will be compensated at a rate of \$100.00 per planning period, provided that teachers will not be required to substitute for more than one (1) hour per day except in cases of emergency. The teacher will submit a timesheet for said planning period to his/her immediate supervisor to document the time for the business office.
- 7.10 When the Administration asks teachers to work additional days, beyond the specified term of this agreement, and teachers agree to work the additional time, teachers will be compensated at their per diem rate for pre-approved work, school quality work, committee work, assessment work related to state mandates, or any other work that the administration deems necessary.

Teachers will be compensated at a rate of \$110.00 per day for pre-approved time requested by teachers for team planning. Pre-approval must be in writing and signed by the appropriate administrator.

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

## **ARTICLE VIII TEACHER EVALUATION**

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

evaluated at least once each year.

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

8.2.1 The supervision and evaluation of a teacher will be conducted by the appropriate building level administrator, unless mutually agreed upon by the Superintendent and the Association, per the evaluation procedure developed pursuant to Article 8 or any succeeding evaluation tool agreed upon by the Administration and Association. Formal observations and evaluations will be conducted openly with full knowledge of the teacher. Written reports following formal observations will include specific suggestions and assistance in working toward a desired goal. When a formal observation or an evaluation of a teacher takes place pursuant to Article 8, such formal observation or evaluation shall result in a written report. The teacher shall be given a copy of any and all formal observations or evaluation reports prepared by his/her evaluator(s) and shall be entitled to a conference to discuss the report. No such report shall be submitted to the District Office without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete formal observation or evaluation form. All written evaluations shall be signed by the evaluator. The evaluated teacher shall be given an opportunity to sign the formal observation or evaluation and attach comments before it becomes a permanent record in their personnel file.

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

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

8.6 Evaluations:

Any new evaluation instrument or changes to an existing evaluation instrument or procedure to be used in evaluation of teachers will be developed by a committee that includes at least two members of the Association. Final approval of any evaluation instrument will be subject to Board approval.

**ARTICLE IX  
TEACHER DISMISSAL**

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

**ARTICLE X  
TEACHER NON-RENEWAL**

- 10.1 A teacher holding a Level II license to teach shall be given a warning in writing within five (5) days of an evaluation if deemed warranted by the Superintendent. S/he shall be notified in writing by the Superintendent no later than February 15<sup>th</sup> as to whether or not his/her contract shall be renewed. All other benefits and obligations accruing under the Master Contract shall be granted to such teachers. Should the teacher be employed for a consecutive school year, the teacher shall accrue seniority and all rights of the Contract retroactive to the original date of employment.

A teacher holding a Level I license shall be given a warning in writing by the Superintendent no later than January 15<sup>th</sup> if his/her work is unsatisfactory. S/he shall be notified by the Superintendent in writing no later than March 1st whether or not his/her contract shall be renewed.

- 10.2 In the event that the District is required to hire a teacher (1) to fill a leave of absence of a teacher on staff, (2) to replace a teacher who has been released from his or her contract after July 1st, or (3) to fill an addition to staff after August 15th as a result of but not necessarily limited to, a change in student population or any other reason, the teacher hired shall serve under a one year, non-renewable contract and shall not benefit from the rights under Article IX (Teacher's Dismissal), Article X (Teacher Non-Renewal) and Article XII (Reduction in Force) of the Master Contract.
- 10.3 No teacher who has successfully completed his/her two-year probationary period shall be denied a renewal of contract except for just cause and sufficient cause. As outlined in Title 16 § 1752 (2), a teacher working under a probationary contract during his/her first two years of employment with the St. Johnsbury School District may be non-renewed for any reason other than a reason prohibited by law and may not grieve the decision of non-renewal under the provisions of this Agreement, provided that s/he has received two written performance evaluations during each year of probationary service.
- 10.4 The following will precede notification of non-renewal:

- (a) Written warning from the Superintendent, principal or direct supervisor outlining discrepancies, corrective steps to be taken by the teacher, and the time interval given to correct the situation.
- (b) A conference with the Superintendent, principal or direct supervisor and the teacher for the evaluation of progress of corrective action.
- (c) Recommendation by the Superintendent to the School Board for any non-renewal action.

## **ARTICLE XI RELEASES**

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

## **ARTICLE XII REDUCTION IN FORCE**

- 12.1 Staff will not be reduced arbitrarily, capriciously, or without basis in fact.
- 12.2 When layoff is necessary under this Article XII, teachers with the least seniority shall be laid off; provided, the teachers who remain are licensed for the teaching positions that remain.
- 12.3 When all considerations are substantially equal, retention preference shall be given to teachers with greater length of service in the District. Length of service shall begin to accrue as of the date of the employee's most recent period of continuous employment in the District as a teacher. Length of service shall exclude periods of unpaid leaves of absence. If the seniority is equal, the date the individual employment contract was signed shall be the determining factor.
- 12.4 In the event of a proposed reduction in force, the Association, after notification, shall have the opportunity to discuss the proposed reduction with the Superintendent and the School Board to make recommendations.
- 12.5 The Association and the teacher or teachers involved will be notified of any intended reduction in staff as early as is feasible. The Board and administration will make such notification before April 15<sup>th</sup> of the school year unless the annual meeting is moved forward, and then notification



will be made up to two weeks after the meeting. In the event that federal funding is reduced or unanticipated enrollment declines occur, the Board reserves the right to reduce staff at any time up to and including July 1<sup>st</sup> of the calendar year in which the reduction is proposed to take place.

- 12.6 In the event that any eliminated teaching position is reinstated within a two year period following the date of its elimination, or there is a vacancy within the individual's licensure/endorsements, laid off teachers who have notified the office of the Superintendent in writing of their interest in maintaining an active employment file on or before February 15, will be recalled in order of seniority. If a teacher fails to respond within 10 calendar days, s/he will be deemed to have refused the position offered and waived all recall rights. A list of open positions in the District will be made available upon request by teachers being laid off under this Article XII.
- 12.7 Layoff of a teacher will be made only after the teacher has been notified in writing, and only after a meeting between the teacher involved and the Superintendent to explain reasons. Before any such meeting, the teacher will be reminded of his/her right to have representation present.
- 12.8 Any teacher so laid off shall receive a letter from the District specifying that the lay off was for reasons of reduction in force. Reduction in force shall not be used as a substitute for suspension, dismissal, or non-renewal.
- 12.9 No teacher will be laid off under this Article XII if there is an opening for which s/he is licensed by June 1<sup>st</sup>, with the exception of an opening for an extended leave under Article XV.
- 12.10 Any teacher laid off under the provisions of this article will have primary consideration for substituting at the grade levels or subject areas for which s/he is licensed.
- 12.11 If a teacher is rehired for any position within two (2) years, a two-step increase will be considered earned for substituting more than eighty-five (85) days in a school year in the District.

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

- 13.1 When teachers are to be absent from school, it is their duty to report their absences on FRONTLINE. In the event that FRONTLINE is no longer utilized, the teacher will notify the principal according to the policies established. Principals and/or designees are responsible for securing substitutes.
- 13.2 A full time certified faculty member will be entitled to the following temporary leaves of absence without loss of pay or deduction of medical leave each school year. Temporary employees will receive leave days on a prorated basis.
  - a. Up to five (5) bereavement days for immediate family per each occurrence.
  - b. The equivalent of four (4) days may be granted to attend the funeral of other relatives or

friends.

c. Teachers will be granted professional days for the purpose of professional development designed to support the classroom curriculum or other reasons for school improvement. Professional days that are requested by a teacher must be approved by the Administration.

d. The Board will grant up to five (5) days personal leave each year, without loss of pay, for personal matters that may arise, except for the purpose of creating or extending vacations or holidays. The first and last day of school (which may be extended due to emergency days) will be considered an extension of a vacation. Personal days will be considered as being used to create a vacation if more than three (3) consecutive personal days are requested. There are some cases in which this restriction may be waived:

1. The Superintendent shall waive the restriction on the use of personal days prior to holidays and vacations to allow teachers to attend graduations or weddings for immediate family members.
2. The Superintendent may waive the restriction on the use of personal days prior to the holidays and vacations to allow teachers to attend other significant family celebrations.
3. The Superintendent may waive the restriction on use of personal days prior to or following holidays or vacations due to unusual personal circumstances that would alleviate personal hardship, but not considering financial advantage.
4. Teachers wishing to request a waiver must submit a request for a waiver in writing to the Superintendent at least ten (10) days before the day(s) in question. The Superintendent may either grant personal days(s) with pay or approve a teacher taking the day(s) requested without pay.

e. Up to four (4) days leave for unexpected and/or unavoidable circumstances as they pertain to the immediate household. In the event a teacher uses a leave day under this section it shall be deducted from the teacher's personal accrued sick leave.

f. The president of the Association or the president's designee shall be granted leave without loss of pay up to a total of two (2) days for the purpose of visitations or other Association business. The Association will reimburse the District for the cost of a substitute.

g. Employees may use sick leave as per the Family Medical Leave Act (FMLA) and Vermont Parental and Family Leave Act (VPFLA) for serious illness in the immediate family as defined by statute.

#### **ARTICLE XIV MEDICAL LEAVE**

- 14.1 Teachers employed on a ten (10) month basis shall be entitled to fifteen (15) days sick leave each school year without loss of pay. Upon request the Board may allow sick leave beyond the above stated limit. Sick days shall be defined as days absent for medical needs of the teacher or the

teacher's immediate family. Immediate family for the purpose of this section shall be spouse/party to civil union/domestic partner, and the following members of teacher's or spouses' family: children (regardless of domicile,) parents, brothers, sisters, past legal guardians, dependents, grandparents, grandchildren, and members of present household. Sick leave days may be accumulated to a maximum of 138 days. Once the maximum number of days is reached no additional days will be awarded as "current sick leave." Sick leave days shall be prorated for all part-time employees based on the percentage of the full contract actually worked.

- 14.2 Substitutes shall be hired for all teachers when competent and approved people can be found. If the District is unable to secure a substitute and/or lesson plans prepared by the classroom teacher, they may ask another teacher for assistance. If another teacher is asked to assume responsibility for all or most of another teacher's students during his/her teaching or contractual planning time s/he will be compensated at the current substitute rate. If another teacher is asked to prepare lesson plans for another classroom during his/her teaching or contractual planning time they will be compensated at a rate of \$25.00 per day.
- 14.3 No teacher taking medical leave shall be required to arrange for his/her own substitute.
- 14.4 Upon leaving the St. Johnsbury School District, a teacher shall be paid:
  - A. Twenty dollars (\$20.00) for each accumulated day of medical leave up to one hundred thirty-eight (138) days after ten (10) years of service, or upon retirement with eligibility for benefits under the Teacher Retirement System of Vermont.
  - B. Forty dollars (\$40.00) for each accumulated day of medical leave up to one hundred thirty-eight (138) days after twenty (20) years of service, or upon retirement with eligibility for benefits under the Teacher Retirement System of Vermont.
- 14.5 Extensions beyond stated medical leave may be given in exceptional circumstances at the discretion of the School Board upon the recommendation of the Superintendent. In cases of extensions without pay, a deduction of 1/186<sup>th</sup> of the contract salary will be made from the pay of the individual teacher for each day absent. Following an extended medical leave, the Superintendent may require, from a physician of his/her choice, at no expense to the teacher, a statement verifying the teacher's ability to perform satisfactorily in the classroom.
- 14.6 In the event that an automated system is no longer being used by the District, each teacher shall be notified in writing by the Superintendent or designee as to the number of medical days accumulated to date by September 15th of each school year.
- 14.7 On or before July 1, teachers who have accumulated the maximum number of sick leave days may donate for use in a sick leave bank any excess days that will not be carried forward. Human Resources shall maintain a detailed record of days donated to the sick bank, days deducted from the sick bank and a balance of days remaining in the sick bank. The sick bank committee will audit these records at least annually. A written summary of this review will be

provided to the Association and the administration upon completion.

- 14.8 The sick leave bank committee shall consist of two administrators appointed by the Superintendent and two staff members appointed by the Association. Information regarding sick leave bank committee members and the process for applying for the sick bank should be readily available to teachers and posted in each teacher workroom.

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

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

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

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

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

**ARTICLE XV  
MATERNITY LEAVE OF ABSENCE (PREGNANCY)**

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

## **ARTICLE XVI FAMILY LEAVE**

- 16.1 A family leave of absence without pay shall be granted by the Board to a teacher for the purpose of child adopting and/or child rearing up until the child is attending first grade, pursuant to the following provisions and with the understanding that any leave under this Article XVI shall not exceed a total of fourteen (14) consecutive months:
- a. All such leave requests must be in writing and made at least thirty (30) days prior to scheduled leave commencement, except in cases of emergency or in the case of an adoption where such thirty (30) day notice may not reasonably be given, in which case as much notice as is reasonably possible shall be given to the Superintendent.
  - b. Leaves may be for a period of not less than six (6) weeks and not in excess of one (1) year, and the teacher shall specify the leave period sought in the written request. The

Superintendent may extend the leave, at his/her discretion, to facilitate a smooth transition. The extension shall not go beyond the beginning of the next marking period.

- c. A request for leave shall be accompanied by a copy of the birth certificate of the child born or a letter from the applicable court or agency indicating the tendency of an adoption.
- d. Where adoption of a child older than one year is conditioned by the applicable court or agency upon the teacher taking a leave, parental leave for the required duration, up to one year, will be granted pursuant to this section.
- e. A teacher granted a leave of absence under this Article XVI shall have reemployment rights according to Article XV.
- f. Should both parents be employed by the District, both parents cannot take parental leave at the same time.
- g. Sick leave days may be used to cover all or a portion of family leave.
- h. In regard to leaves in which an employee is interested in either FMLA or VPFLA, those laws are specific as to which family members are eligible. There are family members that are eligible for sick leave covered in this master agreement, that will not necessarily be covered in those Federal and State statutes. In those cases, the Federal and State statutes will take precedence.

16.2 In order to alleviate personal hardship, a leave of absence may be granted at the discretion of the Superintendent with approval by the Board for the purpose of caring for an elderly, terminally ill, or infirm family member pursuant to the provisions of Section 16.1 of this Article XVI.

16.3 A teacher taking unpaid leave under this Article may continue in the group health and dental plans during the leave period provided the teacher pays the full cost of premium, unless the teacher is on leave pursuant to the Family Medical Leave Act (FMLA) and/or the Vermont Parental and Family Leave Act (VPFLA), in which case the teacher is responsible for contributing his/her normal share of the insurance premium.

## **ARTICLE XVII SABBATICAL LEAVE**

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

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

## ARTICLE XVIII LEAVE OF ABSENCE

- 18.1 A professionally certified teacher may be granted, upon request, and at the Board's discretion, a year's leave of absence without pay. Said teacher shall notify the Superintendent, in writing, of the desire to take such leave no later than June 1<sup>st</sup> of the year the leave is to be taken.

- 18.2 A teacher who is granted a leave of absence shall have the following employment rights:
- a. The teacher shall be assigned to the same or to a substantially equivalent position unless it becomes necessary to utilize the Article on Reduction of Staff. In such a case, all rights previously earned by the teacher would be considered.
  - b. Entitled fringe benefits would be restored and the step on salary schedule would be held.
  - c. While on extended leave, a teacher may elect to continue coverage under the various insurance plans, if allowable under the terms of the policies, providing the teacher assumes the full cost of the policy.

## ARTICLE XIX PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

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

- 19.1 All teachers are eligible for a maximum of nine (9) credits per year, on a first come, first served basis (credits will be prorated if less than full time). Teachers working in an approved program will be allowed to select their own elective courses.

The District will establish a yearly budget for graduate level credits equal 172 credits at the UVM rate. **The cap on credits will be based on the dollar amount of 172 credits at the UVM rate, not the number of credits used by the teachers.**

Tuition will be paid for workshops and conferences as long as it moves the teacher closer to fulfilling the District's goal(s) of educational improvement, or meets the Local Standards Board's criteria. All workshops and conferences will be reimbursed at a cost not to exceed the amount charged for one (1) resident graduate credit hour by UVM. These workshops and conferences are separate from the yearly budget for graduate courses.

- 19.2 A. Tuition payments will be limited to the amount charged per resident graduate credit hour by the University of Vermont. Staff members taking courses costing more per credit hour must assume the difference in cost. Applications will have to be approved by the Superintendent or his/her designee. Such approval will not be withheld if it can be shown that the course is related and beneficial to the teacher's assignment. Procedures will be instituted to allow the District to be billed for tuition costs, as herein provided. Reimbursement is limited to credit hours only. Any additional fees charged must be paid by the employee.
- B. Payment will be made directly to the educational institution upon enrollment or upon receipt of a grade report indicating successful completion of the course(s), whichever is



required by the institution. Documentation of successful completion is required in order for the District to pay for the course.

- 19.3 If further study is undertaken in the second semester or the summer, and the teacher does not return to the school system the following school year, the District will be reimbursed by the individual by the beginning of the school year.
- 19.4 During the school year, course reimbursement will be limited to the cost of four (4) credits per semester.
- 19.5 An individual taking more than the applicable credit hours per year will pay the difference in cost.
- 19.6 If the District requires that a teacher take a course or if the District provides courses for professional development, such credits shall be fully paid by the District and those courses shall not be a part of the credits allotted above.
- 19.7 Teachers will receive a certificate of completion at the end of any professional development provided by the St. Johnsbury School District.

## **ARTICLE XX INSURANCE**

20.1 **A.** The Board shall offer group health insurance through the four (4) plans (Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI. The Board will contribute an amount of money toward the cost of the health insurance premium for each full-time teacher participating in one of the group health insurance plans offered by the Board through VEHI. The Board's contribution to the cost of a full time teacher's health insurance premium is equal to eighty percent (80%) of the premium costs for the VEHI Gold CDHP Plan. The teacher shall contribute twenty percent (20%). A teacher electing coverage under the VEHI Gold CDHP Plan or a more expensive group health Plan offered by VEHI will pay the difference in premium cost between the cost of the Plan selected by the teacher and the amount contributed by the Board. A teacher selecting coverage under a less expensive Plan offered by VEHI may apply the Board's premium contribution to the cost of the Plan selected in an amount up to but not to exceed the full cost of the annual premium for the Plan selected. An eligible teacher may select single, two-person, parent and child(ren) or family coverage, as applicable, under any of the available plans offered by VEHI.

In addition to the premium contributions referenced above, the 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:

Gold CDHP Plan: The Board shall pay the first \$2,100 in out of pocket costs for the single

plan, or the first \$4,200 in out of pocket costs for the two-person, parent-child or family plans, through a contribution toward an HRA. Teachers are responsible to pay the last \$400 of OOP costs for the single plan, or the last \$800 of OOP costs for the other plans, required under the level of coverage selected. The employee will be responsible for the payment of any additional OOP costs associated with the coverage selected.

Payments for eligible OOP charges incurred will be made automatically to the Provider whenever possible; the District will, to the fullest extent possible, issue debit cards to facilitate such payments. The employee may elect to establish a Flexible Spending Account (FSA) under the St. Johnsbury Flexible Benefits Plan from which payment for the employee's share of OOP payments can be made. The St. Johnsbury Flexible Benefits Plan document will allow employees to roll over funds in the employee's FSA from one calendar year to the next to the extent allowed by law.

Funds in the HRA will be available and may be used to pay for qualified medical and prescription expenses that track towards the annual deductible, copayments or coinsurance required for the Plan selected. Unspent funds will not rollover or accumulate from year to year, but will revert to the District, subject to a ninety (90) day run out period. Teachers are responsible for the payment of any deductibles, copayments or coinsurance charges incurred prior to the point where the HRA payments begin, based on the Plan selected.

The District's contribution toward premium costs will be prorated for part time teachers who are eligible to join the group health insurance plan.

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

Employee premium payments will be made by payroll deduction on a pre-tax basis through a Section 125 Plan administered by the employer.

If a teacher's spouse is also employed by the District in a position which is eligible for health insurance coverage only one of the employees will be eligible for insurance coverage as a member and the other will be eligible for coverage as a dependent.

**B.** 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 employee health insurance through the Vermont Health Connect Insurance Exchange, or there is a change in benefits due to health reform mandates at the state (Vermont) or federal level, the parties agree to reopen Article XX and negotiate a new employee health insurance program.

**C.** In the event that the District is no longer able to provide one or more of the health insurance plan(s) as identified in Article XX, the District and the Association agree to negotiate a new employee health insurance program, including group or individual health insurance programs available through the

Vermont Health Connect Insurance Exchange. Such negotiations shall be conducted in accordance with the provisions of Title 16 V.S.A. Chapter 57.

**D.** Recognizing the impact of both federal and state health care reform on health insurance, the Board and the Association agree to meet and explore, in good faith, alternatives to the existing health insurance program as outlined in Article XX. The Board and the Association agree to commence such meetings beginning at a mutually agreed upon timeline.

20.2 The School District will provide all staff covered by this Contract with a double indemnity policy of term life insurance in the amount of \$50,000.00.

20.3 The District will pay 100% of a single membership with Northeast Delta Renewal Option II. The school district will allow teachers to purchase either two-person or family plan dental policies. The District will assume all administrative costs and duties including record keeping and payroll deductions.

If a teacher's spouse is also employed by the District in a position which is eligible for dental insurance coverage only one of the employees will be eligible for insurance coverage as a member and the other will be eligible for coverage as a dependent.

20.4 In the event a teacher's health or retirement prevents continued teaching service in the District, the teacher may elect to continue coverage under the various insurance plans, if allowable under the terms of the policies, providing the teacher assumes the full cost of the policy.

20.5 The District shall pay 100% of the disability insurance premium on the existing plan. This plan will provide mental health parity.

20.6 The Board shall pay \$1000.00 (prorated if less than full time), which shall be added to the salary of the teacher so affected during each year (with equal payments around November 15 and May 15) that said teacher elects not to participate in one of the group health plans offered under this Article either as a dependent or as a member, provided that the teacher provides the District with documentation of health care for the teacher and his/her dependents.

## **ARTICLE XXI DEDUCTIONS FROM SALARY**

21.1 Any teacher who elects to join the Association, VT-NEA, and NEA may sign up for payroll deductions in substantially equal installments for such dues. The District agrees to deduct from the salaries of its teachers, dues for the Association, VT-NEA and NEA as said teachers individually and voluntarily authorize the District to deduct. Pursuant to such authorization, the

Business Office will deduct membership dues in substantially equal installments over a nine (9) month period beginning with the first paycheck in October and transmit the monies directly to the bank account designated by the Association.

- 21.2 The District agrees to make authorized deductions without charge for the following: Credit Union, pension, Teacher Deferred Annuity and any other deductions mutually agreed upon by the Board and the Association. Notwithstanding any provision of this contract, all deductions must be in compliance with applicable state and federal laws.
- 21.3 The School District agrees to modify the contracted salary of a teacher, such voluntary salary reduction to be used to pay for a deferred annuity in accordance with Section 403(b) of the Internal Revenue Code.
- 21.4a) Any member of the bargaining unit who is not a member of the Association shall, as a condition of employment, pay an Agency fee.
- b) By September the Board shall provide the Association a list of all employees of the school district. By October the Association shall provide the Board the names of any bargaining unit member who are not members of the Association, and from their paychecks, beginning no later than the 2<sup>nd</sup> payroll period thereafter, the Board shall deduct, in approximately equal installments over the balance of the contract year, an amount equal to the agency fee unless the fee payer has challenged the amount of the fee pursuant to the procedure outlined in the "Hudson Packet."
- c) Deductions shall be made by payroll deductions or by payment in full to the Association on or before October 1<sup>st</sup>.

## **ARTICLE XXII MENTORING**

22.1 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 The St. Johnsbury School. The purpose of the mentoring program is to build a supportive environment for teachers new to an area or assignment and teachers new to SJS. The District will provide two years of mentoring to novice teachers. For experienced teachers new to SJS or to teachers who assume a new role at the school, mentors will be assigned based on recommendations from the Administration and the request of the teacher.

22.2 DEFINITION: A mentor teacher shall be defined as an experienced teacher of at least five (5) years at the St. Johnsbury School whose wisdom and skill with people and job assignment are made available to a less experienced person so that he/she can quickly learn and succeed in his/her new responsibility. If an appropriate mentor with at least five (5) years experience cannot be found, a successful teacher with less experience may be appointed as a mentor. A novice teacher is defined as a

new teacher on a provisional or Level I license.

22.3 SELECTION: Participation as a mentor teacher shall be voluntary. The mentor teacher positions shall be posted in accordance with Article XXIII of the collective bargaining agreement on an annual basis and teachers may apply for these positions. The Association shall be notified of those hired to be mentor teachers. The stipend for mentor teachers shall be determined by the co-curricular salary schedule at a Level III. Teachers assigned to mentor a teacher employed for part of a year will be paid on a prorated basis commensurate with the employment time of the mentored teacher. Mentors will receive support in this role from the administration. If a mentor fails to perform the duties of a mentor as defined by the administration prior to the beginning of the mentorship, the mentor will be given notice of deficiencies and given at least thirty (30) days to improve. If the administration determines that the mentor's performance has not improved the mentorship and stipend will be discontinued.

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

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

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

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

- a. The Superintendent or designee shall notify employees as soon as vacancies are known through postings in teacher's rooms and via email.
- b. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent. The Superintendent or principal if so designated shall acknowledge promptly in writing the receipt of all such applications and present them to the Board. Applications shall be kept on file in the Superintendent's office for continued consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

### **ARTICLE XXIV RIGHTS OF THE BOARD**

In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education in, and the efficient and economical operation of, the St. Johnsbury School District, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Contract, the Board retains all rights and powers that it has or may hereafter be granted

by law, and may exercise such powers at its discretion without such exercise being made the subject of a grievance or unfair labor practice charge.

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

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

**ARTICLE XXVI  
SEVERABILITY**

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

**ARTICLE XXVII  
WORKERS' COMPENSATION**

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

**ARTICLE XXVIII  
DURATION**

All language provisions and financial items of this Agreement will be effective from July 1, 2022 through June 30, 2024. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than October 1<sup>st</sup>, prior to the expiration date or anniversary thereof, of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

## ARTICLE XXIX

### EARLY RETIREMENT INCENTIVE PROGRAM

Early Retirement Incentive Program will be offered under the following conditions at the Board's discretion:

- A. **Eligibility:** This program is offered to any teacher whose age and years of service added together equals eighty-two (82) by June 30 of the year in which the teacher retires.
- B. **Compensation:** For any teacher who elects to resign under this Program, the following compensation will be provided:
  - 1. The teacher shall receive a total cash payment equivalent to sixty-six percent (66%) of his/her final teaching salary in the District. This figure shall be based only upon the annual teaching salary figure and shall include extra compensation, which may have been given for extra-curricular or co-curricular activities, per diem, or any other additional compensation.
  - 2. For three (3) years immediately following the teacher's resignation, the Board will pay the teacher's contribution for single coverage to the VEHI Dual Option Health Insurance Plan offered through the Vermont State Teachers Retirement System (VSTRS). The teacher may select another health insurance plan offered by VSTRS, however the cost to the Board shall not exceed the cost of the Dual Option, single coverage.
  - 3. The cash payment under Section B-1 above will be made in three (3) equal installments on September 15<sup>th</sup> during the first three (3) years following the teacher's resignation. The District will deduct any applicable state and federal taxes from the payments to teachers.
- C. **Procedures:** Application for this Program will be accomplished by the teacher tendering a letter of interest in the early retirement incentive by April 1. Employees will receive a response to the letter of interest by April 15. Employees who have been accepted for the early retirement incentive will then tender a letter of resignation and intention to retire, with an effective date of June 30; this letter of resignation/retirement must be tendered by May 1, of the year of the resignation/retirement. Such resignation will be contingent upon the receipt of the early retirement incentive. The letter of resignation should be addressed to the Chairperson of the Board with a copy forwarded to the Superintendent's office.


**D. Other Provisions:**

1. This Program will be on an entirely voluntary basis. No teacher shall be obligated to participate in this Program.
2. Teachers who are interested in this Program may contact the Superintendent's office to verify their salary, health insurance costs and procedures.

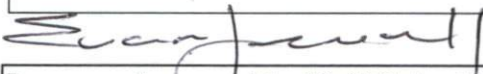
**IN WITNESS WHEREOF**, the parties hereunto set their hands and seals this 20<sup>th</sup> day of June, 2022.

**St. Johnsbury Education Association**

**St. Johnsbury Board of Education**

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

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



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



**APENDIX A  
GRIEVANCE REPORT**

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

Submit to Principal in Duplicate

Distribution of Form:

- 1. School Board
- 2. Superintendent
- 3. Principal
- 4. Association

<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date</u>
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Step I

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

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

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

\_\_\_\_\_  
Signature

Date

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

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

Signature

Date

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

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

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

Signature

Date

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

Step II

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

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

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

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

Signature

Date

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

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

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

Signature

Date

Step III

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

\_\_\_\_\_

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

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

Step IV

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

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

\_\_\_\_\_

**APPENDIX B  
SUPPLEMENTAL SALARY SCHEDULE  
2022-2024**

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

Note: Amounts reflect the specified percentage of the Base Salary (BA STEP 1) on the Master Agreement Salary Schedule in the year services are performed.

**Definition of Levels:**

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

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

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

## FY23 Teacher Salary Schedule

Step	B+0	B+15	B+30	BA45/M	M+15	M+30	M+45/CAS
1	\$41,800	\$43,597	\$45,395	\$47,192	\$48,990	\$50,787	\$52,584
2	\$43,556	\$45,311	\$47,150	\$48,948	\$50,745	\$52,543	\$54,298
3	\$45,311	\$47,067	\$48,906	\$50,703	\$52,501	\$54,298	\$56,054
4	\$47,067	\$48,822	\$50,662	\$52,459	\$54,256	\$56,054	\$57,809
5	\$48,822	\$50,578	\$52,417	\$54,215	\$56,012	\$57,809	\$59,565
6	\$50,578	\$52,334	\$54,173	\$55,970	\$57,768	\$59,565	\$61,321
7	\$52,334	\$54,089	\$55,928	\$57,726	\$59,523	\$61,321	\$63,076
8	\$54,089	\$55,845	\$57,684	\$59,481	\$61,279	\$63,076	\$64,832
9	\$55,845	\$57,600	\$59,440	\$61,123	\$63,034	\$64,832	\$66,587
10	\$57,600	\$59,356	\$61,195	\$62,993	\$64,790	\$66,587	\$68,343
11	\$59,356	\$61,112	\$62,951	\$64,748	\$66,546	\$68,343	\$70,099
12	\$61,112	\$62,867	\$64,706	\$66,504	\$68,301	\$70,099	\$71,854
13				\$68,259	\$70,057	\$71,854	\$73,610
14				\$70,015	\$71,812	\$73,610	\$75,365