

**2003-2006**

**AGREEMENT**

**between**

**The Essex Union High School Board**

**and the**

**Essex Junction Education Association**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble	1
I	Recognition	1
II	Leaves	1 - 3
III	Teacher & Association Rights	4 - 5
IV	Insurance	6 - 7
V	Compensation	7 - 11
VI	Grievance Procedure	11 - 13
VII	School Calendar	13
VIII	School Year, Hours, Working Conditions	13 - 15
IX	Layoff	15 - 17
X	General	17 - 18
XI	Personnel File	18 - 19
XII	Teacher Evaluation	19 - 20
XIII	Duration	20
	Agreement	20
	Appendix A Contract for Teachers	21
	Appendix B 2003-3004 Salary Schedule	22
	Appendix C 2004-2005 Salary Schedule	23
	Appendix D 2005-2006 Salary Schedule	24
	Appendix E Joint Study Committee	25

## **PREAMBLE**

THIS AGREEMENT is made and entered into by and between the ESSEX UNION HIGH SCHOOL BOARD, hereinafter known as the BOARD or the DISTRICT, and the ESSEX JUNCTION EDUCATION ASSOCIATION, hereinafter to be known as the ASSOCIATION.

WHEREAS: Negotiations between the Board and the Association have resulted in certain agreements,

NOW, THEREFORE, the parties set forth in this document the matters agreed upon and subscribed to, which matters constitute the entire agreement between the parties.

## **ARTICLE I RECOGNITION**

- 1.1 The Board recognizes the Association for the purpose of collective negotiations, pursuant to 16 V.S.A., Chapter 57, as the exclusive representative of a unit of employees consisting of all certified teachers employed by the Essex Union High School District, exclusive of administrative personnel as defined in 16 V.S.A. 1981 (1).
- 1.2 Unless otherwise indicated, employees in the above unit will be referred to as teachers and all references to male teachers shall be deemed to include female teachers. Part-time teachers will be recognized under this Agreement on a pro rata basis. The District may offer temporary, one year contracts for positions posted after July 31.

## **ARTICLE II LEAVES**

- 2.1 Sick Leave: Teachers shall be entitled to paid leave for absence due to personal illness or physical disability, including disabilities connected with or resulting from pregnancy, as set forth herein. When such disability is foreseen, as in the case of elective surgery and pregnancy, the teacher shall notify the superintendent of the expected commencement date of the sick leave as soon as this date is determinable. It shall be the right of the Superintendent to require reasonable periodic medical certification to verify the disability of a teacher. Teachers shall be entitled to twenty (20) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with a maximum limit of one hundred and eighty (180) days.
  - (a) The Board shall provide each teacher with an accounting of their total sick leave credit by regularly printing said information on the teacher's paycheck stubs.
  - (b) A teacher who is absent due to a work-related disability which is covered by Workers' Compensation Insurance shall, during the period he/she is covered by the sick leave provisions of the Agreement, receive his/her full salary and have deducted from his/her sick leave one-half (1/2) day for each day of absence. Workers' Compensation benefit checks, while the teacher is covered by the sick leave provisions of this Agreement, shall be endorsed to the school district.

- 2.2 Pay Deduction for Absence Beyond Allowable Sick Leave: Absence not covered by clauses in this Agreement will result in the deduction of pay at a rate of 1/189th of the contracted amount for each day of absence.
- 2.3 Family Leave: A teacher shall be allowed up to ten (10) days of leave each year to attend to an illness in his/her immediate family. For the purposes of this section, immediate family is defined as: spouse, children, parents, siblings, or a member of the teacher's household. Family leave shall be deducted from current or accumulated sick leave.
- 2.4 Bereavement Leave: A teacher shall be allowed five (5) days leave of absence per occurrence, which shall include the day of the funeral, for a death in the immediate family. For purposes of this Section, immediate family shall be defined as: spouse, children, parents, siblings, grandparents, grandchildren, son-in-law, daughter-in-law, father-in-law, mother-in-law, or a member of the immediate household.
- 2.5 Leave of Absence: A leave of absence, without pay, may be granted by the Board for a period up to and including one (1) year, and said leave may be renewed annually by the Board. A teacher on a leave of absence for a full school year shall, on or before March 1 of the year of said leave, notify the superintendent, in writing, of his/her intention to return the September next following said leave of absence. Failure to give such notice shall constitute a presumption that said teacher has resigned. Should a teacher, however, serve as president of the Vermont-NEA, the teacher shall be granted a leave of absence for the period of time he/she holds office. Except in the case of an emergency, a leave of absence must be requested before March 1. During a leave of absence, a teacher shall have the option to continue his/her coverage under the insurance plans as provided by this Agreement at the teacher's own expense consistent with the Family and Medical Leave Act, the Vermont Parental and Family Leave Law, and Paragraph 4.6 of this Agreement. A teacher on leave of absence shall receive a regular salary schedule experience increment for the one year he/she was on leave so long as the period of such leave of absence does not exceed ninety-four (94) days of that contract year. If the leave of absence exceeds ninety-four (94) days of the contract year, the teacher shall receive no salary schedule experience increment.
- 2.6 Military Service: Involuntary call to military service while teaching in this system will not cause loss of advancement on the steps of the salary schedule provided the teacher returns to the system within one (1) year of release from active duty.
- 2.7 Personal Leave Days: Teachers shall be granted three (3) leave days each school year for personal reasons. Written notice shall be submitted to the principal at least three (3) working days in advance in taking said leave, except in emergency. Leave will automatically be granted on a first-come, first-serve basis, with no more than 30% of the staff in each building being out at any one time. Teachers who take a leave day before or after a vacation or holiday will be docked substitute pay.
- Up to two additional days of leave per teacher may be granted at the discretion of the Superintendent for religious purposes only. Such day(s) must be requested on or before October 1 of the contract year. If the combined use of religious and personal days exceeds three days per contract year, a commensurate number of professional work days will be worked on or before June 30 of that contract year at the direction of the Superintendent.
- 2.8 Education Leave: A leave of absence for up to one (1) year for teachers to continue their education may be granted at the sole discretion of the Board. If granted, and if during the year the teacher takes a minimum of twenty-four (24) hours of credit, the teacher shall receive a regular salary schedule experience increment for the year he/she was on leave. A teacher on education leave shall be entitled to tuition reimbursement pursuant to Paragraph 5.2 of this Agreement to the extent reimbursement credit has been earned prior to the commencement of said leave. Seniority will be accrued during education leaves pursuant to Paragraph 9.5 of this Agreement. During an education leave, a teacher shall have the option to continue his/her

coverage under the insurance plans as provided by this Agreement at the teacher's own expense consistent with Paragraph 4.6 of this Agreement.

2.9 Professional Study Leave: A teacher may apply for a professional leave under the following conditions:

- (a) Faculty members who have been under full contract to teach in the Essex Junction School District and/or Essex Union High School District #46 for a minimum of seven (7) consecutive years.
- (b) The proposed leave must be related directly to the applicant's subject area.
- (c) A committee of three (3) administrators and two (2) teachers will screen applicants and make recommendations to the Board. The recommendation offered by this committee will not be binding on the Board in any way.
- (d) Applications must be filed prior to February 1 of the effective school year to permit budgetary provision. Applications must describe the teacher's reasons for taking the professional leave and what will be accomplished.
- (e) After receiving and reviewing recommendations from the committee described in Subparagraph 2.9 (c) above, the Board will, at its sole discretion, make a final decision on or before March 10. In all cases involving professional study leave, the decision of the Board shall be final. No more than two (2) faculty members shall be on leave at one time.
- (f) Nothing contained in this Paragraph 2.9 shall be deemed a guarantee or a requirement that a professional study leave be granted in a given contract year. The granting of professional study leave is solely within the discretion of the Board.
- (g) Fringe benefits will continue while the teacher is on leave and the teacher shall receive salary increment credit and seniority credit for the time spent on said leave.
- (h) Recipient agrees to teach in this system for at least three (3) years immediately following the professional study leave or he/she will be required to repay a proportional amount of the monies received for his/her leave except by mutual agreement.
- (i) Financial Reimbursement: The teacher will receive a stipend equal to fifty percent (50%) of the salary which would have otherwise been paid to him/her during the period of the leave. Payment of the stipend to a teacher on leave shall be made according to the regular schedule of salary payment to the teachers. If the stipend, plus other salaries earned while performing the objectives of the professional leave, is greater than the salary the teacher would have earned if he/she performed the normal duties, the excess must be paid back to the school district up to the amount received from the school system.

2.10 Jury Duty: A teacher required to serve jury duty shall be paid the difference between the jury fee received and the teacher's regular pay for the period of jury duty services. Teachers will attempt to defer jury duty service to non-school periods.

2.11 In accordance with the provisions of 15 V.S.A. Chapter 23 and 18 V.S.A. Chapter 106, a party to a civil union shall be included in any definition or use of the terms "spouse", "family", "dependent", "next-of-kin", and other terms that denote a spousal or familial relationship as those terms are used in the leave provisions of this Agreement.

### **ARTICLE III TEACHER AND ASSOCIATION RIGHTS**

- 3.1 The Board hereby agrees that each employee has the right freely to organize, join and support the Association and its affiliates for the purposes of engaging in collective bargaining and other activities for mutual benefit. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred under Chapter 57 of the Vermont Statutes Annotated, the Constitution of Vermont and the United States that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- 3.2 No teacher will fail to have his/her contract renewed or be disciplined, placed on probation, held on-step, suspended, dismissed or be reprimanded in writing without just cause. Except as outlined in Article 3.2(a), any suspension of a teacher, pending final action by the Board, will be with pay and done pursuant to 16 V.S.A. §1752. A teacher hired to replace a teacher who is on a leave of absence shall receive a non-renewable teaching contract. Teachers receiving said nonrenewable teaching contract shall have all the rights and benefits provided by this Agreement except that the nonrenewal of said teacher shall not be subject to Paragraph 3.2 or Article IX of this Agreement. However, if a teacher receives a continuing renewable contract in subsequent years the teacher will be credited with the time served under the non-renewable contract(s) for the purposes of seniority.
- (a) Probationary Contracts: During a teacher's first two (2) years of employment by the Board, the teacher shall work under probationary teacher contracts. During this period of probation, a Board's decision to suspend, terminate or non-renew the teacher's contract will not be subject to the grievance/arbitration provisions of this Agreement provided that in instances of non-renewal the conditions of 3.2(b) are met.
- (b) A probationary teacher will receive a minimum of two (2) classroom observations per year that will be included in the final evaluation of the year. One (1) of the observations shall occur by December 1<sup>st</sup> of each of the first two (2) years. Written evaluations and observations of probationary teacher shall not be subject to the grievance/arbitration provisions of this Agreement.
- 3.3 In the event that action is taken against a teacher as a result of a complaint made to a member of the administration by a parent, student, or other person, said complaint shall be put in writing and shall be signed by the complainant. Any such complaint shall be promptly brought to the attention of the teacher and investigated. The teacher will be given the opportunity to respond to and/or rebut such complaint.
- 3.4 Whenever any teacher is required to appear before an administrator or the Board concerning any matter of discipline, reprimand, renewal of contract, or salary or any increment pertaining thereto, then he/she shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present.
- 3.5 Any teacher holding a contract that the Board does not intend to renew, for any reason, except layoff, will be so notified on or before March 1. Teachers who are to be laid off shall be notified by March 30. If a teacher is not notified that he/she will not be re-employed by the appropriate date set forth above, he/she shall receive a contract for the following year. Any notice shall clearly set forth the reason(s) for nonrenewal.
- 3.6 Payroll Deductions: In addition to payroll deductions currently being made, the Board agrees to deduct, from the salaries of the teachers, dues for the Essex Junction Education Association, Vermont-NEA and National Education Association as said teachers individually

and voluntarily authorize the Board to deduct and transmit the monies to the Essex Junction Education Association. Teacher authorizations will be in writing in a form agreed upon by the Association and the Board. Deductions will be made in twenty-two (22) or twenty-six (26) substantially equal installments, or in the case of an authorization received during the school year, in substantially equal installments, for the remainder of the school year.

Payroll deduction authorizations for Association dues shall be continuous from year to year unless a teacher leaves the school district or notifies the Board, in writing, prior to July 1 of any year, to terminate said deductions.

The Association shall notify the Board in writing of changes in Association dues.

The Association shall provide payroll at Central Office, deductions covered under this paragraph, by August 1 of the contract year in which the deduction applies for all existing members as of said date, otherwise the teachers' previous year deductions shall continue in force for the entire school year unless terminated by the employee by the dates set forth herein.

The form in which the Association reports union dues for existing membership must include, at minimum, employee name, social security number, and total unions dues to be deducted for the corresponding contract year. A separate report shall be provided for each school district. The report shall list teachers alphabetically by last name.

The form in which the Association reports union dues for new members must include, at minimum, employee name, social security number, total unions dues to be deducted for the corresponding contract year, and signed employee authorization.

The District payroll office shall make changes to union dues not more than once in any contract year. However, union dues to individual employees may be adjusted as necessary due to changes in employment status with proper notification and reporting from the Association as outlined herein.

- 3.7 Notices of vacancies which occur within the school district shall be posted in a conspicuous place within each school building and a copy of said notice shall be provided to the Association president. Notices shall include a description of the vacant position, and include salary information and any special qualification requirements. Notices shall be posted as soon as possible after the administration has knowledge of the vacancy and shall remain posted for a minimum of five (5) working days.

## **ARTICLE IV INSURANCE**

- 4.1 Insurances: 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.
- 4.2 Health Insurance: Effective July 1, 2003, the Board shall provide, at the option of the teacher, a single, two-person or family membership in the Blue Cross/Blue Shield VEHI Dual Option Plan. Effective July 1, 2003, teachers shall contribute five percent (5%) of the premium cost of this plan. Effective July 1, 2004, teachers shall contribute seven and one-half percent (7.5%) of the premium cost of this plan. Effective July 1, 2005, teachers shall contribute ten percent (10%) of the premium cost of this plan. In addition to the VEHI Dual Option Plan noted above, the District shall also offer Blue Cross/Blue Shield JY-MB Managed Parity (Plan B Managed Parity). For this plan, the District's contribution towards premium costs shall be limited to an amount equal to the District's premium costs for the VEHI Dual Option Plan noted above. Teacher contributions towards the premium cost of health insurance shall be paid via automatic payroll deduction.
- A. All teacher contributions to health insurance premiums will be made through automatic payroll deductions. The District will sponsor an IRS Section 125 Plan for the sole purpose of managing the payroll deduction portion of health insurance for which teachers are responsible for paying.
- B. Full-time teachers, electing not to participate in the health insurance benefit, upon demonstration of having alternative health insurance coverage, may request \$1,000.00 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 f.t.e. 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 either one or two installments. 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 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 employees 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 employees shall be the first of the month following date of hire.

- C. The Association agrees to accept coverage equivalent to the above Blue Cross/Blue Shield coverage.
- D. Any change in carrier shall be made with the consent of the Association, which consent shall not be unreasonably withheld. For purposes of this Agreement, the insurance year for the provision of all insurances will be September 1 through August 31.
- E. In years in which a VSBIT Insurance Rebate is received by the District, the rebate will be used at the prerogative of the Board.

4.3 Life Insurance: The Board agrees to provide and pay the full cost of a group term life insurance policy for each teacher in the amount of twenty five thousand dollars (\$25,000). New teachers to the school district shall be provided with an application form at the time of employment and coverage will not start prior to September 1 of the contract year.

4.4 Medical Examinations: The Board agrees to pay the full cost of any medical examination it requires an employee to take.

4.5 Dental Insurance: The Board will establish a self-funded common dental plan for District employees, including teachers and their dependents. The District shall contract with a third party administrator to manage the Plan. The District agrees to fully fund (defined as claims and third party administration costs) the Plan. The following Plan shall be in effect:

Class I Preventive	100%
Class II Basic	80%
Class III Major	60%
Class IV Orthodontia	60%
Deductible Amount	\$25 (\$75 family)

\$1,000 annual limit on Class I, II, III (combined). \$1,000 life-time limit on Class IV.

Eligibility standards will be consistent with health insurance eligibility standards.

## **ARTICLE V COMPENSATION**

5.1 Compensation:

- a) Salaries for all teachers during the term of this Agreement will be paid on the basis of the salary schedules contained in Appendices B, C, and D which are hereby incorporated into and made a part of this Agreement. The teachers covered by this Agreement shall receive their first paycheck on the first Thursday of each school year.
- b) Beginning in the 2004-2005 contract year, teachers who have attained the National Board Certification shall be paid an annual stipend of \$1000 for so long as they maintain their certification. Such stipends shall be taxable and be included in the percentage of total new salary money for settlement purposes.

5.2 Tuition Reimbursement: Teachers shall engage in a professional development opportunities directly connected to standards for student performance designed to improve the quality of education for students in our schools.

The Board will pay for courses, workshops, seminars, conferences, or other training (hereinafter "courses") which are a part of a program of professional improvement and growth

directly connected to the school action plan and district goals as established by the Board, and/or professional goals developed with the principal/supervisor. Courses may be taken by a teacher under the conditions noted herein.

- a). Payment or reimbursement under this article is limited to the value of six credits at the current contract year's fall University of Vermont in-state rate (pro-rated for part-time teachers). Teachers who do not use their full tuition reimbursement allotment during a contract year may carry that allotment into the next contract year. No teacher, however, shall be entitled to reimbursement for more than the value of twelve (12) credits in one contract year. No unused credits from years other than the prior year may be used.
- b). Reimbursement must be requested by the teacher and approved by the Superintendent in advance of enrollment.
- c). The course shall be part of a program of professional improvement and growth approved by the Superintendent and directly connected to improving student learning within our district's schools. Teachers shall indicate how the requested course fits their individual professional development plan (or individual performance goals if the teacher holds a level 1 license) and how the course/activity is directly connected to improving student learning within their corresponding school. Teachers must demonstrate how the course/activity will impact on student learning through connections to one or more of the following: the school action plan or strategic plan; the school mission statement or school district goals; the performance criteria of the District supervision and evaluation model for teachers; or, individual professional goals as approved by the building principal/supervisor. The Superintendent shall exercise discretion as to whether a particular course is sufficiently connected to improving student learning within the school district.
- d). Reimbursement shall be provided only after the teacher has provided the Superintendent with proof that he/she has earned a minimum grade of "B." In courses where the normal grade given is pass or fail, the teacher shall provide proof of satisfactory completion of the course. Grade reports shall be filed with the Superintendent within three months of the completion of the course. A teacher's failure to do so will constitute the course not being satisfactorily completed by the teacher.
- e). Reimbursement under this article is limited to registration fees only, and shall not be applicable to travel, lodging, meals, etc., expenses.
- f). A teacher may request prepayment for courses which have been approved by the District. Monies advanced to the teacher shall be considered advanced under a loan agreement. If the teacher drops the course or fails to obtain the necessary grade, he/she shall repay the District within sixty (60) calendar days of such notification. The Superintendent may require teachers requesting prepayment to complete a form which constitutes a loan agreement and authorization for payroll deduction.

5.3 Credit for Professional Growth: In order to encourage professional growth, a teacher will be given credit for learning activities in addition to the traditional successful completion of accepted courses. A teacher will qualify for credit toward horizontal movement on the salary schedule for professional growth as a result of any activity which the Superintendent approves pursuant to the standards set forth in this section. Before embarking on any growth activity for which a teacher would receive salary schedule credit, the teacher must obtain approval of his/her plan by preparing a report containing:

- (a) Description of his/her planned activity.
- (b) How the activity will increase his/her value to the school system.

- (c) The number of hours of credit he/she is requesting.
- (d) Justification of the hours of credit requested by indicating the time to be spent.
- (e) Any other information or support which he/she feels to be pertinent.

The report must be presented to the Superintendent for approval. Approval to pursue the suggested activity for credit will be granted if the growth occurring and the time spent is equivalent to the requested semester hours of credit. This approval will be given within two (2) weeks of the submission of the report. Approval will be in the form of a letter stating the number of credit hours to be granted and any requirements which will have to be met to prove completion of the activity.

- 5.4 Four (4) years of training or 120 credit hours may be equal to a degree if certain courses have been completed.
- 5.5 Academic credits for horizontal movement on the salary schedule must be earned subsequent to the earning of a degree and be related to the teaching assignment or an advanced degree containing a major concentration in the teaching area.
- 5.6 No credit will be allowed beyond thirty (30) hours without having a Master's degree or fifth year certificate of graduate study.
- 5.7 Contracts will be adjusted to reflect additional training prior to September 1 of a current contract year, but only if the teacher notifies the Superintendent's office prior to September 1.
- 5.8 All courses must be approved in advance by the Superintendent to qualify for credit toward horizontal salary schedule movement.
- 5.9 A teacher must be actively employed by the District for a minimum of ninety (90) days to qualify for an annual salary credit increment unless otherwise provided in this Agreement.
- 5.10 The previous experience of a teacher new to the system will be evaluated and credits for experience will be at the discretion of the Board.
- 5.11 Part-time teachers shall be credited with seniority and leave, and receive compensation, including salary and fringe benefits, as provided in this Agreement on a pro rata basis. Part-time teachers in the intermediate [or high] school shall be paid on the basis of one-eighth (1/8) of a full-time teacher's compensation for each assignment.
- 5.12 All Master of Education Degrees will be included on the salary scale.
- 5.13 Retirement Incentive
  - a) Eligibility Requirements: In order to qualify for the retirement benefits described in this section, teachers must have a minimum of 20 years of service in the district (Essex Junction and/or Essex Union High School Districts), and must be 50 years of age or older upon retirement.

Any Teacher who would reach the age of 50, and complete 20 years of service in the district (Essex Junction and/or Essex Union High School Districts) on or before December 31 of the year in which either of these conditions would be met, will be eligible for the benefits described in Article 5.13, upon completion of the following:

On or before March 1, the teacher shall notify the Board of his/her intentions to retire, and shall be granted an unpaid leave of absence effective the first day of the succeeding school year, and terminating on the earliest date the Article 5.13 benefit could be activated.

The above leave of absence will also be afforded to any teacher who would be eligible for retirement without penalty from the VT State Teachers' Retirement system as specified in this article.

Notwithstanding the foregoing eligibility provisions, the parties agree to limit the number of teachers who participate in this program to a maximum of ten (10) individuals beginning with the 2005-2006 contract year and each year thereafter. In the event that more than the maximum allowable teachers tender, or seek to tender, a resignation under the terms of this Agreement, participation in each year of the program shall be determined on the basis of seniority.

- b) Sick Leave Buyout: Teachers who meet the eligibility requirements described in Article 5.13, and who have a minimum of 180 unused sick days upon retirement shall be paid \$3,000.00. Teachers who meet the eligibility requirements described in Article 5.13 and who have less than 180 unused sick days upon retirement shall be paid \$10.00/day of unused sick leave. Payment shall be made no later than July 1 following retirement.
- c) Retirement Payment: For the 2003-2004 contract year, teachers who meet the eligibility requirements described in Article 5.13 shall be paid \$42,000.00 upon retirement. Beginning with the 2004-2005 contract year and each year thereafter, teachers who meet the eligibility requirements described in Article 5.13 shall be paid \$27,000 upon retirement.
  - i. Payment shall be made in three equal annual installments. First payment shall be made not later than July 1 following retirement with the other two installments to be paid no later than July 1 in each succeeding year.
  - ii. Retirement payment shall be pro-rated for part-time teachers based on the FTE in the teacher's final contract year.
  - iii. Work Option: Professional work for partial earnings of the retirement payment will be made available for those teachers so electing. The amount of partial earnings a teacher may choose to work shall be limited to the value of the first year installment. The body of professional work to be performed must be approved in advance by the Superintendent or his/her designee. Retiring teachers who choose and are assigned mentoring duties as part of the Work Option will have 15 days of their final year's per diem rate credited for the mentoring assignment. The Work Option shall be available to teachers who notify Human Resources of their pending retirement by the close of business on June 30, one year preceding their date of retirement. The Work Option may be available to teachers who notify the district by the Notification Deadline indicated below.
- d) Notification Deadline. A retiring teacher must notify the Human Resource Department by the close of business on December 1 with respect to the upcoming school year in order to be eligible for the retirement benefits herein described.

- e) Limitations. A teacher retiring from both the Essex Junction and Essex Union High School District shall not be eligible to collect more than one complete retirement package. The benefit described herein shall only be made available to teachers who honor their full employment contract in their final contract year of employment.
- f) Sunset. The retirement incentive program described in Article 5.13 shall be made available to teachers through June 30, 2008. Thereafter, this provision of the Agreement shall sunset provided however that teachers who submitted letters of retirement prior to December 1, 2007 for a retirement date on or before June 30, 2008, will continue to receive payments due under the provisions of this program.

## **ARTICLE VI GRIEVANCE PROCEDURE**

- 6.1 Definition of a Grievance: Any claim by the Association, a teacher or the Board that there has been a violation, misinterpretation or misapplication of the terms of this Agreement or any alleged inequitable or discriminatory treatment of a teacher under the provisions of this Agreement.
- 6.2 Grievant: Grievant is the Association or the teacher(s) making the claim.
- 6.3 Time Limits: All time limits shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter. School days, for purposes of the grievance procedure, shall mean teacher employment days. No grievance shall be given formal consideration unless it is filed at Step 1 within thirty (30) days after the Grievant could reasonably have been expected to have knowledge of the occurrence that gave rise to the grievance. Failure by the grievant or his/her representative to adhere to the time limits specified herein shall render the grievance null and void. Failure of the administration or Board to render a decision within the specified time limit shall constitute a denial of the grievance and the Grievant shall then proceed to the next step of this procedure.
- 6.4 Representation: Upon selection and certification by the Association, the Board shall recognize the Association grievance committee. At least one (1) Association representative may, upon request of the Grievant, be present for any meetings, appeals or other proceedings relative to a grievance which has been formally presented. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association or the Board.
- 6.5 Procedure: The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications, i.e., verbal and written. When requested by the teacher, the Association representative may assist in this resolution. However, should such informal processes fail to satisfy the teacher, then a grievance may be processed as follows:

Step 1 - The Grievant shall present the grievance in writing, setting forth the details of the grievance, the applicable provisions of the Agreement and the remedy sought, to the principal who will arrange for a meeting within five (5) days after receipt of the grievance. The Association's representative, the aggrieved teacher and the principal shall be present for the meeting. The principal must provide the aggrieved teacher and the Association with a written answer on the grievance within five (5) days after the meeting. Such answer shall include the reasons(s) upon which the decision was based.

Step 2 - If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Superintendent or his/her official designee within five (5) days after receipt of the Step 1 response.

The superintendent shall arrange for the meeting with the grievant and a representative of the Association's grievance committee to take place within ten (10) days of his/her receipt of the appeal. Upon conclusion of the hearing, the superintendent will have ten (10) days in which to provide his/her written decision to the Association.

Step 3 - If the grievance is not resolved at Step 2, then the grievant may refer the grievance to the Board within ten (10) days after receipt of the Step 2 response. The Board shall arrange for a meeting with the representatives of the Association's grievance committee to take place within ten (10) days of its receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board will have ten (10) days in which to provide its written decision to the Association.

Step 4 - Arbitration - If the Association is not satisfied with disposition of the grievance at Step 3, or the Step 3 time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association which shall act as the administrator of the proceedings.

If a demand for arbitration is not filed within ten (10) days of the date for the written Step 3 response, then the grievance will be deemed withdrawn.

- 6.6 Arbitration Awards: The Board shall notify the Association as to the manner in which it intends to enforce the arbitrator's award no later than fifteen (15) days after receipt of said award. The Board or the Association may request from the arbitrator clarification of his/her award not later than thirty (30) days after receipt of said award. It is recognized that the Board or the Association may appeal the final award of an arbitrator pursuant to 12 V.S.A. Chapter 192.
- 6.7 Powers of the Arbitrator: The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.
- 6.8 Cost of the Arbitration: Each party shall bear the full costs for its representation in arbitration. The cost of the arbitrator and AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full costs for that transcript. Should both parties order a transcript, then the cost of the two transcripts will be divided equally between the two parties.
- 6.9 Grievant's Representation: The Board acknowledges the right of the grievant's representative to participate in the processing of a grievance of the teacher(s).
- 6.10 By-passed Step and Class Grievances: Provided the grievant and the Board agree, Step 1 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class grievance involving an administrator above the building level may be filed by the aggrieved teacher at Step 2.
- 6.11 No Reprisals: No reprisals of any kind will be taken by the Board, the school administration, or the Association against any teacher because of his/her participation or non-participation in this procedure.
- 6.12 Cooperation: The grievant, the Board, and the administration will cooperate in the investigation of grievances. The parties will furnish each other with information as requested for the processing of grievances which shall include the opportunity to interview any individual.

Should the investigation or processing of any grievance require that a teacher or his/her representative be released from his/her major assignment, he/she shall be released without loss of pay or benefits. At each step of the grievance procedure each party shall disclose the full basis for its belief that the Agreement was or was not violated. New information may be presented at each subsequent step of the procedure, however each party shall disclose to the other the final basis for its position prior to the arbitration hearing.

- 6.13 Files: All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 6.14 Withdrawal of Grievance: A grievance may be withdrawn by the grievant at any time or step in the procedure.
- 6.15 Processing: No grievance shall be processed during assigned working hours without consent of the Board.
- 6.16 Grievance Involving Minors: Under no circumstances shall a minor be involved in the filing, hearing or processing of a grievance unless prior written consent from a parent or legal guardian has been filed with the office of the Superintendent of Schools.

## **ARTICLE VII SCHOOL CALENDAR**

- 7.1 Annually, the Superintendent shall implement a process to provide the Association the opportunity to review and comment on the proposed regional and District calendar.
- 7.2 The proposed District calendar will be presented to the Executive Board of the Association on or before April 1, and will be returned to the Board within two (2) weeks.

## **ARTICLE VIII SCHOOL YEAR, HOURS, WORKING CONDITIONS**

- 8.1 The work year will include student days, and inservice days. In the event any district school or schools are closed, all teachers can be required to teach up to the maximum number of student days. Except as noted herein, no teacher employment days will be scheduled during the two Vermont-NEA Convention days without the consent of the teacher.

The work years will be as described below:

- a) 189 total employment days with a minimum of 177 student days, minimum of five inservice days, and up to seven days at district discretion (student and/or inservice days); in the event that fewer than 189 days are scheduled on the local calendar, the remaining days will be scheduled at the school level among or between teachers and the supervising principal (or if necessary, as directed by the principal)
  - b) Any district discretionary employment days not formally scheduled by the Board will be worked and scheduled at the local school at the direction of the supervisor.
- 8.2 When an art, music or physical education instructor is absent, a substitute will be hired to cover these subjects. The Board, through its administration, will endeavor to select substitutes

qualified in these subject areas, but the final decision, with respect to the selection of substitute teachers, shall be with the Board and its agents.

### 8.3

- a) All teachers will be required to work seven (7) hours and five (5) minutes each contract day; PROVIDED, HOWEVER, that attendance at meetings outside the normal school day is included as a part of a teacher's responsibility. These meetings include, but are not limited to, faculty meetings, parent conferences distinct from those scheduled or arranged in the school calendar, and open houses.
- b) The Board retains the right to modify school start and end times (7:30 a.m. – 2:35 p.m.) due to external factors.
- c) Flexible work day and/or work year assignments, commensurate in length with other programs may be applied to teachers so volunteering, for newly hired teachers, or for teachers being recalled to employment if effectively laid off for twelve (12) or more months. Flexible work day assignments may not involve split day schedules unless so volunteered by the teacher. It is understood that teachers with flexible work year assignments will have schedules which deviate from the District and/or regional calendar. A teacher interested in moving from a flexible to a standard schedule or from a standard to a flexible schedule shall notify his/her Principal in writing not later than March 1 preceding the contract year of interest; no assurances of schedule preference shall be made by the district. In cases of multiple teachers so requesting an alternative schedule, seniority (per Article IX, §9.5(A)) will rule. Only teachers who are not currently on an improvement plan are eligible for working flexible work year assignments.

8.4 Each teacher shall have a duty-free lunch period at least as long as the students' lunch period in the same school. The lunch period shall be continuous and scheduled during the time regularly scheduled for school lunches.

### 8.5 Educational Center:

- (a) For as long as the school day is divided into eight (8) class periods, teachers will be assigned to teach no more than five (5) instructional periods per day or a total of twenty-five (25) periods per week. Every effort will be made to schedule no more than four (4) consecutive classes and three (3) preparations for each teacher. Exceptions may be made only with the consent of the teacher or as otherwise provided in this article. Teachers may be assigned not more than one (1) supervisory period per day for supervisory activities such as study hall, hall duty and, for fifth grade teachers only, recess duty. Exceptions may be made only with the consent of the teacher or as otherwise provided in this article.
- (b) Teachers may be assigned up to one (1) professional duty period per day for professional duties assigned by the principal. Such duties may include extra help for students, conferences, staffings, preparation, or other similar professional duties. The principal will consult, in good faith, with each teacher prior to making assignments for professional duties. Teachers, with permission from the principal, may teach an extra instructional period in lieu of being assigned a supervisory period. All teachers will have a daily preparation period.
- (c) The language in the previous two (2) paragraphs notwithstanding, in the event that circumstances arise regarding a increase in the student population at the school, the redesign of an instructional program (such as the team teaching concept), or circumstances beyond the control of the school district, which require coverage for additional supervisory periods, second supervisory period assignments may be made on a temporary basis by the administration to individual teachers on an equitable and rotating basis in lieu of the teacher's professional duty period assignment.

(d) For as long as the school day is divided into seven (7) periods, a teacher will be assigned no more than five (5) instructional periods; one (1) supervisory period; and one (1) preparation period per day. Every effort will be made to schedule no more than four (4) consecutive classes and three (3) preparations. Exceptions may be made only with the consent of the teacher or as otherwise provided in this article. Teachers may choose, with permission from the principal, to teach an extra instructional period in lieu of being assigned a supervisory period.

(e) Notwithstanding any other provisions contained in this article, it is understood that the normal teaching assignment at Essex Technical Center is the equivalent of six (6) teaching periods. Teachers at the Technical Center who teach the equivalent of six (6) class periods will be assigned a preparation period. However, teachers at the Technical Center who, with consent of the director, teach five (5) class periods, shall be assigned one (1) preparation period and may be assigned one (1) supervisory period, subject to the terms of this paragraph.

(f) In addition to professional, supervisory, preparatory and instructional periods, all teachers may be assigned to an advisory period. Teacher's advisory responsibilities will not be significantly changed unilaterally by the District.

8.6 If the number of periods change at the Educational Center, the Board will provide substantially comparable preparation, supervisory, professional duty, and instructional time under the new schedule as existed under the 1994-95 schedule; PROVIDED HOWEVER, that in the event of a reduction of periods at the Educational Center, the professional period need not be scheduled.

8.7 The provisions of this article are not intended to change the current practice regarding assignments for department chairs.

8.8 In the case of Physical Education, Driver's Education and Technical Education, which normally involves six (6) teaching periods, those teachers will not be required to perform a supervisory period.

## **ARTICLE IX LAYOFF**

9.1 The Association shall be notified of any contemplated layoff, stating curriculum area and staff number, as early as possible before the decision, regarding said layoff, is made by the Board.

9.2 In the event it becomes necessary to eliminate a teaching position or positions for any reason, the following criteria, specifically in the order stated, will be used to determine which teacher or teachers are not to be re-employed.

(a) Grade Area (K-6), (7-12), with the exception of teachers licensed K-12 in Physical Education, Music, Art, or Library, who shall be grouped K-12.

(b) Licensure.

(c) Seniority in the Essex Union High School District #46.

(d) Education (degrees and credits beyond minimum).

9.3 Grade Area: Each teacher will be placed in the grade area that is specified on his/her individual contract. For purposes of layoff, teachers at the sixth grade level shall be considered to be in the 7-12 Grade Area noted in 9.2 (a).

#### 9.4 Licensure:

- A. Within each grade area, seniority shall be applied within the license endorsement area noted in the teacher's current contract.
- B. A teacher under contract in multiple endorsement areas shall have his/her seniority applied in the endorsement area accounting for the majority of his/her assignment during the school year in which a layoff is announced.
- C. A teacher under contract in multiple endorsement areas of equal percentage shall designate the endorsement area in which his/her seniority shall be applied. This designation shall be made upon the initial issuance of said multiple assignment contract and shall remain in effect unless and until said assignment is changed at which time this 9.4 shall be applied anew.
- D. All teachers licensed for a position in a grade area which is to be eliminated will be considered equal. It is the duty of each teacher to keep his/her license up-to-date and to verify, with the administration, the area in which he/she will be placed.

#### 9.5 Seniority:

- A. Seniority will be computed from the beginning of a teacher's most recent period of continuous employment in the Essex Union High School District #46, and will begin to accrue as of the date the teacher signs his/her contract. Seniority accrued during this period of continuous employment shall be applicable throughout the district. If a position is to be eliminated, the least senior member will be laid off pursuant to this Article IX.
- B. Part-time teachers will accrue seniority on a pro rata basis. Seniority will continue to accrue during all paid leaves of absence and during an education leave provided pursuant to Paragraph 2.9 of this Agreement. Seniority will not be broken by unpaid leaves of absence or employment by the district in a position outside the negotiating unit, but such time will not be counted in computing seniority. When a teacher is rehired after an absence other than a leave, seniority in the district will be bridged after five (5) years of renewed service.

#### 9.6 Seniority List Challenge Procedures:

- A. By September 15 of each school year, the administration shall make available a district-wide seniority list for each teacher. This document shall list by seniority group (grade area and certification) each teacher's name and the beginning date of continuous employment with the district along with indications of valid Vermont teaching certificates currently held by the teacher. In order to accurately calculate prorated accrual of seniority, a "full time equivalent" number (FTE) will also be displayed on the list and shall be calculated from the most recent date of continuous employment. This "FTE" number shall be used as the basis for establishing seniority ranking on the list.
- B. Teachers shall have the right to challenge the accuracy of this list and may submit additional information and argument to the Superintendent within ten (10) calendar days after receiving the list. In the event that a teacher is not satisfied with the Superintendent's response, or if the Superintendent has failed to respond to the challenge request by the teacher within ten (10) calendar days, the teacher may file within ten (10) calendar days for an appearance before a challenge committee.

- C. In the event, however, that a teacher fails to meet the filing deadlines for challenges to the seniority list, he/she shall be considered to have waived any challenge rights relative to the list for the remainder of that school year only. This shall not prevent the teacher from challenging the seniority list which may be published in a subsequent year.
  - D. The challenge committee shall consist of an Association representative, a Board representative, and a neutral arbitrator mutually selected by these two representatives. If the parties are unable to agree upon an arbitrator within ten (10) calendar days, then the teacher involved or the Association may request the expedited services provided by the American Arbitration Association.
  - E. All challenges shall be heard in no more than one (1) day of hearing and the decision of this challenge committee relative to the accuracy of the seniority list shall be final and binding and not subject to appeal through the grievance procedure. The authority of the challenge committee shall be limited to establishing a teacher's appropriate seniority only. The Board shall have no authority to order any remedy requiring the re-assignment of a teacher or back payment of salary or benefits. The parties agree to share equally the cost of the arbitrator.
  - F. A copy of the seniority list shall be updated and kept on file. Any changes to the license status of teachers shall be recorded on this list provided that the teacher has documentation from the Vermont Department of Education. Teachers shall have access to the list at any time during normal office hours.
- 9.7 A teacher who has been laid off shall have recall rights for a period of two (2) years effective from September 1 next following his/her notification of layoff. Said recall rights shall be applied within the seniority group (grade area and license endorsement) from which the teacher was laid off as provided by Paragraph 9.2. In addition, a laid off teacher shall be given first consideration for any vacancy within the bargaining unit for which he/she is licensed.
- 9.8 Notice of recall will be given by telegram or registered mail to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association. If a 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 waived recall rights under this Agreement.
- 9.9 A list of vacant teaching positions in the school system will be made available to all teachers who have received staff reduction notices. It is the responsibility of teachers who are reduced in force to notify the central office within thirty (30) days of any change of address.

## **ARTICLE X GENERAL**

- 10.1 Neither the Board nor the Association will discriminate against any employee because of race, creed, color, religion, national origin, sex, sexual orientation, residence, age, disability, marital status, or any other legally protected status as defined under state or federal law.
- 10.2 The Board will amend its policies, to the extent said policies are in conflict with this Agreement, and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 10.3 Copies of this Agreement will be given by the Board to each teacher.
- 10.4 If any provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law, then such provision or application will not be deemed

valid and subsisting, except to the extent permitted by law, but all other provisions or application will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

- 10.5 All terms and conditions of employment, which are mandatory subjects of bargaining, applicable on the effective date of this Agreement as established by the rules, regulations or past practices of the Board, will continue during the term of this Agreement unless specifically changed by an express provision of this Agreement.
- 10.6 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.
- 10.7 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 10.8 The annual individual contract form for teachers is contained in Appendix A of this Agreement which is incorporated into and made part of this Agreement.
- 10.9 The Association and the Board subscribe to the principle that, whenever possible, differences should be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that it will not engage in or encourage a strike, work stoppage, or other concerted refusal to perform work during the life of this Agreement, nor shall the Board engage in or permit any lockout of teachers.
- 10.10 Board Rights
  - A. The Board is charged by law with the responsibility for and authority to manage and direct the operation of the system. However, in the exercise of such responsibility and authority, the Board shall conform to the provisions of this Agreement to the extent permitted by law. In recognition of the fact that the Board is vested with the responsibility for assuring the quality of education and the efficient and economical operation of the District, it is hereby agreed that except as specifically and directly modified by express written language in a specific provision of this Agreement, the Board retains all rights and powers that it has or may hereafter be granted by law, and may exercise such powers at its discretion.
  - B. The District's exercise of any retained right or function in a particular manner shall not preclude the District from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The District's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

## **ARTICLE XI PERSONNEL FILE**

- 11.1 No adverse material concerning a teacher's conduct, service, character, or personality shall be placed in the teacher's personnel file unless the teacher has had an opportunity to read the material, except for pre-hire letters of reference. The teacher shall acknowledge that he/she has read such material by signing the actual copy to be filed, with the understanding that such signature merely indicates that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

- 11.2 A teacher will receive a copy of any material placed in his/her file upon request and shall be permitted to reproduce any material in his/her file except for pre-hire letters of reference.
- 11.3 A teacher shall have the right to provide a written response to any material placed in his/her file, and this response shall be attached to said material.
- 11.4 Upon reasonable request during normal business hours, a teacher shall be permitted to review any material in his/her file while in the presence of an administrator or other designated school district employee.
- 11.5 Upon request by the teacher, material may be removed from his/her personnel file at the discretion of the Superintendent. The decision of the superintendent shall not be subject to the arbitration provision of this Agreement.
- 11.6 There shall be only one (1) official personnel file for each teacher.

## **ARTICLE XII TEACHER EVALUATION**

- 12.1 The primary purpose of teacher evaluation is to improve the quality of instruction; both teachers and administrators shall work cooperatively toward this purpose.
- 12.2 On or before October 15 of each school year, the administration shall distribute to each teacher a copy of the evaluation criteria and instrument to be used during that school year.
- 12.3 All monitoring or observation of a teacher will be conducted openly. The administration shall make a reasonable effort to avoid scheduling formal observations of teachers during the first and last week of classes of the school year.
- 12.4 Nothing contained within the provisions of this article shall mandate the evaluation of any teacher during any given school year. It is understood, however, that no formal evaluation report concerning a teacher's performance shall be placed in the teacher's personnel file unless the process set forth herein is adhered to.
- 12.5 The formal evaluation process shall include a pre-observation conference, professional observation, post-observation conference, and optional written response by the teacher.
- 12.6 The pre-observation conference shall normally occur within five (5) days of the first observation. At this conference between the teacher and the evaluator, the goals and objectives of the activities to be observed shall be discussed along with other areas of interest or concern, which are deemed relevant by either the teacher or the evaluator. In no event, however, shall the issues discussed in this conference limit the areas of observation or evaluation.
- 12.7 A post-observation conference shall normally occur no later than five (5) days following any formal observation. During this post-observation conference, the teacher will be provided a copy of the evaluation report. The teacher shall be entitled to attach a written response or rebuttal to the evaluative report.
- 12.8 Whenever significant performance deficiencies are noted, the administration shall provide recommendations and offer reasonable assistance to correct said deficiencies which may include, but shall not be limited to, participation in workshops, college courses, and professional visitations.

- 12.9 In the event that a teacher is informed that there is a potential for non-renewal based on his/her performance, the teacher may request an evaluation by a neutral third party, who is a professional in the field of education. The evaluation report prepared by said neutral shall become part of the teacher's personnel file. The Board and the Association shall mutually select the neutral and shall equally share the cost of his/her services.
- 12.10 All timelines contained within this article may be extended by mutual agreement. In the event that the administration intends to modify the evaluative criteria or instrument, the Association shall be provided an opportunity to consult with the administration. It is understood, however, that the administration retains the sole and exclusive authority to establish such criteria and instrument.

**ARTICLE XIII  
DURATION**

- 13.1 This Agreement shall be effective July 1, 2003 through June 30, 2006. Negotiations for a successor to the Agreement shall begin November 1 of the contract year in which this Agreement expires, unless the Association notifies the Board that it does not intend to negotiate. Negotiations shall be in accordance with Chapter 47 of 16 V.S.A.
- 13.2 The proposed duration of the Agreement notwithstanding, it is further agreed that:
  - (a) The Association will support this Agreement to full duration. It is the intention of the Board to maintain basic working conditions and demands upon professional services at current levels within the bounds of resources available.
  - (b) The Board will support this Agreement by publicly supporting a budget adequate to fulfill its financial requirements throughout its duration.
- 13.3 In the event that the school district's budget is reduced by the voters at Annual Meeting to a level which makes it impossible to support this Agreement financially, those portions of this Agreement which deal with teacher remuneration will be reopened to negotiation between the Board and the Association.

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

For the District \_\_\_\_\_ Date \_\_\_\_\_

For the Association \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX A

### ESSEX UNION HIGH SCHOOL DISTRICT

#### CONTRACT FOR TEACHERS

1. This agreement, in triplicate, between \_\_\_\_\_, teacher, and the Essex Union High School Board, is hereby made for the school year beginning July 1, \_\_\_\_\_ and ending June 30, \_\_\_\_\_ with the beginning date of service consistent with the adopted calendar.
2. The teacher's compensation under this contract is determined to be \$\_\_\_\_\_.
3. Grade assignment: \_\_\_\_\_.
4. The teacher shall be notified on or before the appropriate dates as set forth in the agreement if he/she is not to be rehired for the next school year.
5. Said teacher holds or is eligible to hold the grade or certification of \_\_\_\_ which will expire on June 30,\_\_\_\_\_.
6. The undersigned agrees they are bound by the master contract drawn by the Essex Union High School Board and the Essex Junction Education Association. This contract is an integral part of the master contract.

Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Teacher

Date approved: \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
Clerk of Essex Union High School Board

## APPENDIX B

### 2003-2004 Schedule

03-04 Multiplier		\$27,492													
	Pre-BA		BA		BA+15		BA+30		MA		MA+15		MA+30		
STEP	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	STEP
1	1.2300	\$33,815	1.2800	\$35,190	1.3300	\$36,564	1.3800	\$37,939	1.4300	\$39,314	1.4800	\$40,688	1.5300	\$42,063	1
2	1.2800	\$35,190	1.3300	\$36,564	1.3800	\$37,939	1.4300	\$39,314	1.4800	\$40,688	1.5300	\$42,063	1.5800	\$43,437	2
3	1.3300	\$36,564	1.3800	\$37,939	1.4300	\$39,314	1.4800	\$40,688	1.5300	\$42,063	1.5800	\$43,437	1.6300	\$44,812	3
4	1.3800	\$37,939	1.4300	\$39,314	1.4800	\$40,688	1.5300	\$42,063	1.5800	\$43,437	1.6300	\$44,812	1.6800	\$46,187	4
5	1.4300	\$39,314	1.4800	\$40,688	1.5300	\$42,063	1.5800	\$43,437	1.6300	\$44,812	1.6800	\$46,187	1.7300	\$47,561	5
6	1.4800	\$40,688	1.5300	\$42,063	1.5800	\$43,437	1.6300	\$44,812	1.6800	\$46,187	1.7300	\$47,561	1.7800	\$48,936	6
7	1.5300	\$42,063	1.5800	\$43,437	1.6300	\$44,812	1.6800	\$46,187	1.7300	\$47,561	1.7800	\$48,936	1.8300	\$50,310	7
8	1.5800	\$43,437	1.6300	\$44,812	1.6800	\$46,187	1.7300	\$47,561	1.7800	\$48,936	1.8300	\$50,310	1.8800	\$51,685	8
9	1.6300	\$44,812	1.6800	\$46,187	1.7300	\$47,561	1.7800	\$48,936	1.8300	\$50,310	1.8800	\$51,685	1.9300	\$53,060	9
10	1.6800	\$46,187	1.7300	\$47,561	1.7800	\$48,936	1.8300	\$50,310	1.8800	\$51,685	1.9300	\$53,060	1.9800	\$54,434	10
11	1.7300	\$47,561	1.7800	\$48,936	1.8300	\$50,310	1.8800	\$51,685	1.9300	\$53,060	1.9800	\$54,434	2.0300	\$55,809	11
12			1.8300	\$50,310	1.8800	\$51,685	1.9300	\$53,060	1.9800	\$54,434	2.0300	\$55,809	2.0800	\$57,183	12
13			1.8800	\$51,685	1.9300	\$53,060	1.9800	\$54,434	2.0300	\$55,809	2.0800	\$57,183	2.1300	\$58,558	13
14					1.9800	\$54,434	2.0300	\$55,809	2.0800	\$57,183	2.1300	\$58,558	2.1800	\$59,933	14
15					2.0300	\$55,809	2.0800	\$57,183	2.1300	\$58,558	2.1800	\$59,933	2.2300	\$61,307	15
16							2.1300	\$58,558	2.1800	\$59,933	2.2300	\$61,307	2.2800	\$62,682	16
17									2.2300	\$61,307	2.2800	\$62,682	2.3300	\$64,056	17
18													2.3800	\$65,431	18

## APPENDIX C

### 2004-2005 Schedule

04-05 Multiplier \$28,309															
	Pre-BA		BA		BA+15		BA+30		MA		MA+15		MA+30		
STEP	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	STEP
1	1.2300	\$34,820	1.2800	\$36,236	1.3300	\$37,651	1.3800	\$39,066	1.4300	\$40,482	1.4800	\$41,897	1.5300	\$43,313	1
2	1.2800	\$36,236	1.3300	\$37,651	1.3800	\$39,066	1.4300	\$40,482	1.4800	\$41,897	1.5300	\$43,313	1.5800	\$44,728	2
3	1.3300	\$37,651	1.3800	\$39,066	1.4300	\$40,482	1.4800	\$41,897	1.5300	\$43,313	1.5800	\$44,728	1.6300	\$46,144	3
4	1.3800	\$39,066	1.4300	\$40,482	1.4800	\$41,897	1.5300	\$43,313	1.5800	\$44,728	1.6300	\$46,144	1.6800	\$47,559	4
5	1.4300	\$40,482	1.4800	\$41,897	1.5300	\$43,313	1.5800	\$44,728	1.6300	\$46,144	1.6800	\$47,559	1.7300	\$48,975	5
6	1.4800	\$41,897	1.5300	\$43,313	1.5800	\$44,728	1.6300	\$46,144	1.6800	\$47,559	1.7300	\$48,975	1.7800	\$50,390	6
7	1.5300	\$43,313	1.5800	\$44,728	1.6300	\$46,144	1.6800	\$47,559	1.7300	\$48,975	1.7800	\$50,390	1.8300	\$51,805	7
8	1.5800	\$44,728	1.6300	\$46,144	1.6800	\$47,559	1.7300	\$48,975	1.7800	\$50,390	1.8300	\$51,805	1.8800	\$53,221	8
9	1.6300	\$46,144	1.6800	\$47,559	1.7300	\$48,975	1.7800	\$50,390	1.8300	\$51,805	1.8800	\$53,221	1.9300	\$54,636	9
10	1.6800	\$47,559	1.7300	\$48,975	1.7800	\$50,390	1.8300	\$51,805	1.8800	\$53,221	1.9300	\$54,636	1.9800	\$56,052	10
11	1.7300	\$48,975	1.7800	\$50,390	1.8300	\$51,805	1.8800	\$53,221	1.9300	\$54,636	1.9800	\$56,052	2.0300	\$57,467	11
12			1.8300	\$51,805	1.8800	\$53,221	1.9300	\$54,636	1.9800	\$56,052	2.0300	\$57,467	2.0800	\$58,883	12
13			1.8800	\$53,221	1.9300	\$54,636	1.9800	\$56,052	2.0300	\$57,467	2.0800	\$58,883	2.1300	\$60,298	13
14					1.9800	\$56,052	2.0300	\$57,467	2.0800	\$58,883	2.1300	\$60,298	2.1800	\$61,714	14
15					2.0300	\$57,467	2.0800	\$58,883	2.1300	\$60,298	2.1800	\$61,714	2.2300	\$63,129	15
16							2.1300	\$60,298	2.1800	\$61,714	2.2300	\$63,129	2.2800	\$64,545	16
17									2.2300	\$63,129	2.2800	\$64,545	2.3300	\$65,960	17
18													2.3800	\$67,375	18

## APPENDIX D

### 2005-2006 Schedule

05-06 Multiplier		\$29,148													
STEP	Pre-BA		BA		BA+15		BA+30		MA		MA+15		MA+30		STEP
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	
1	1.2300	\$35,852	1.2800	\$37,309	1.3300	\$38,767	1.3800	\$40,224	1.4300	\$41,682	1.4800	\$43,139	1.5300	\$44,596	1
2	1.2800	\$37,309	1.3300	\$38,767	1.3800	\$40,224	1.4300	\$41,682	1.4800	\$43,139	1.5300	\$44,596	1.5800	\$46,054	2
3	1.3300	\$38,767	1.3800	\$40,224	1.4300	\$41,682	1.4800	\$43,139	1.5300	\$44,596	1.5800	\$46,054	1.6300	\$47,511	3
4	1.3800	\$40,224	1.4300	\$41,682	1.4800	\$43,139	1.5300	\$44,596	1.5800	\$46,054	1.6300	\$47,511	1.6800	\$48,969	4
5	1.4300	\$41,682	1.4800	\$43,139	1.5300	\$44,596	1.5800	\$46,054	1.6300	\$47,511	1.6800	\$48,969	1.7300	\$50,426	5
6	1.4800	\$43,139	1.5300	\$44,596	1.5800	\$46,054	1.6300	\$47,511	1.6800	\$48,969	1.7300	\$50,426	1.7800	\$51,883	6
7	1.5300	\$44,596	1.5800	\$46,054	1.6300	\$47,511	1.6800	\$48,969	1.7300	\$50,426	1.7800	\$51,883	1.8300	\$53,341	7
8	1.5800	\$46,054	1.6300	\$47,511	1.6800	\$48,969	1.7300	\$50,426	1.7800	\$51,883	1.8300	\$53,341	1.8800	\$54,798	8
9	1.6300	\$47,511	1.6800	\$48,969	1.7300	\$50,426	1.7800	\$51,883	1.8300	\$53,341	1.8800	\$54,798	1.9300	\$56,256	9
10	1.6800	\$48,969	1.7300	\$50,426	1.7800	\$51,883	1.8300	\$53,341	1.8800	\$54,798	1.9300	\$56,256	1.9800	\$57,713	10
11	1.7300	\$50,426	1.7800	\$51,883	1.8300	\$53,341	1.8800	\$54,798	1.9300	\$56,256	1.9800	\$57,713	2.0300	\$59,170	11
12			1.8300	\$53,341	1.8800	\$54,798	1.9300	\$56,256	1.9800	\$57,713	2.0300	\$59,170	2.0800	\$60,628	12
13			1.8800	\$54,798	1.9300	\$56,256	1.9800	\$57,713	2.0300	\$59,170	2.0800	\$60,628	2.1300	\$62,085	13
14					1.9800	\$57,713	2.0300	\$59,170	2.0800	\$60,628	2.1300	\$62,085	2.1800	\$63,543	14
15					2.0300	\$59,170	2.0800	\$60,628	2.1300	\$62,085	2.1800	\$63,543	2.2300	\$65,000	15
16							2.1300	\$62,085	2.1800	\$63,543	2.2300	\$65,000	2.2800	\$66,457	16
17									2.2300	\$65,000	2.2800	\$66,457	2.3300	\$67,915	17
18													2.3800	\$69,372	18

## APPENDIX E

**TOPIC:** Joint Management-Labor Study Committee on Sick Leave and Long Term Disability.

**PURPOSE:** Study by the parties to probe the possibility of providing long term disability insurance as a component of a revised, comprehensive sick leave benefit.

**ACTIVITY:** A joint committee formed of equal members from the EJEAs and the U-#46 School District will be formed not later than one month after the ratification of the Agreement to commence this study. The outcome will be discussion and design of a comprehensive plan, complete with costs and benefits associated with the modification to the current benefit. Neither the Prudential Committee and/or U-#46 Board nor the Association is obligated to implement the recommendations of the Study Committee.

**RESPONSIBLE INDIVIDUALS:** The Superintendent(s) (or designee(s)) and the EJEAs President (or designee) shall be jointly responsible for the organization and execution of this committee.