

AGREEMENT

BETWEEN

WINDHAM SOUTHEAST SCHOOL DISTRICT

VERNON TOWN SCHOOL DISTRICT

WINDHAM SOUTHEAST SUPERVISORY UNION

AND

WINDHAM SOUTHEAST EDUCATION ASSOCIATION

JULY 1, 2022 - JUNE 30, 2025

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ACKNOWLEDGEMENT OF ARBITRATION

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

AGREEMENT

AGREEMENT entered into as of the 1st day of July 2022, by and between the Windham Southeast School District Board, the Vernon Town School District Board, and the Windham Southeast Supervisory Union Board, hereinafter called the “Board” and the Windham Southeast Education Association, an affiliate of the Vermont-National Education Association and the National Education Association, hereinafter called the “Association.”

WHEREAS, the Board and the Association recognize and declare that providing an education for children of the Windham Southeast School District (Brattleboro, Dummerston, Guilford, and Putney) and the Vernon Town School District, is their mutual aim;

WHEREAS, the Board is charged with the determination of the educational policies, the prescription of the rules and regulations for the conduct and management of the schools, and the sound administration of the schools within the several districts;

WHEREAS, the Board recognizes the Association as the exclusive representative of the teachers for the negotiation of an agreement between the Board and the Association with respect to matters of salary, related economic conditions of employment, procedures for processing complaints and grievances relating to employment, and other mutually agreed upon matters; and

WHEREAS, Section 2004 of Chapter 57 requires that the Board and the Association meet together to negotiate in good faith on matters of salary, related conditions of employment, procedures for processing complaints and grievances relating to employment and other mutually agreed upon matters. Section 2005 requires that the Board and the Association enter into a written agreement incorporating therein matters agreed to in negotiations.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and pursuant to the provisions of Chapter 57, Title 16, Vermont Statutes Annotated, entitled “Labor Relations for Teachers” hereinafter referred to as “Chapter 57,” the Board and the Association hereby agree, as follows:

PURPOSE AND SCOPE OF AGREEMENT

The purpose of this Agreement is to ensure a spirit of cooperation in the bargaining relations between the parties and to implement the provisions of Chapter 57 as the provisions of that chapter govern the collective bargaining relationship between the parties.

SCHOOL BOARD/WSEA RELATIONSHIP

ARTICLE I **RECOGNITION**

1.1 The Board recognizes the Association as the exclusive representative for collective bargaining purposes, as provided in Chapter 57, for the teachers of the Windham Southeast School District (Brattleboro, Dummerston, Guilford, and Putney), the Vernon Town School District, and the Windham Southeast Supervisory Union.

1.2 The term “teacher,” as used in this Article I and in this Agreement, means any person certified employable as a teacher by the State Board of Education who is not an administrator. The term “teacher” shall not include substitute or replacement teachers who shall serve in either capacity for less than forty-five (45) consecutive days during the school year.

1.3 The term “administrator,” as used herein, means any person so certified by the State Board of Education the majority of whose employed time in a school or a school district is devoted to serving as Superintendent, Assistant Superintendent, Supervisor, Dean of Students, Principal or Assistant Principal.

ARTICLE II **DURATION/NEGOTIATION PROCEDURE**

2.1 Duration—This Agreement shall take effect as of July 1, 2022, and it shall terminate on June 30, 2025.

2.2 Negotiation Procedure—On or before November 1 prior to the expiration of this Agreement either the Board or the Association may serve written notice on the other party, by certified mail, return receipt requested, of its intention to terminate this Agreement and to negotiate a new Agreement. In the event that neither party so notifies the other party of its intention to terminate this Agreement, this Agreement shall be extended and it shall remain in effect for an additional period of one (1) year.

2.3 As soon as may be possible after November 15, representatives of the Board and the Association shall meet for the purpose of negotiating a new Agreement. Any meeting thereafter shall be subject to a mutually agreed upon schedule. The Board and the Association agree that it is their intention to complete their negotiations and to execute a new Agreement prior to the date or

dates of the annual meeting or meetings of the School Districts, which are parties to this Agreement. At the first meeting of the representatives of the Board and the Association agreement shall be reached on the ground rules governing the conduct of the negotiations. During the negotiations the Board and the Association, through their representatives, shall present relevant data, exchange points of view, make and consider proposals and counter-proposals, and negotiate in good faith on all matters properly before them pursuant to the provisions of this Article II and Subchapter 3 of Chapter 57.

2.4 If, after negotiation has taken place on all matters properly before them, the representatives of the Board and of the Association are unable to agree on the terms of a new Agreement, the matter of a new Agreement and the differences between the parties in connection therewith shall be submitted by February 1 to a fact-finding committee whose chairperson shall be authorized to mediate between the parties.

2.5 The parties agree that each shall be represented, in addition to any labor relations specialists or counsel, by negotiations committees of no more than seven (7) persons.

ARTICLE III **NON-DISCRIMINATION**

3.1 The Board recognizes the right of every teacher to organize, join, and support the Association for the purpose of engaging in collective negotiations with the Board and in the administration of the provisions of this Agreement. The Board shall not discriminate against any teacher by reasons of the teacher's membership or non-membership in the Association, their participation in collective negotiations, their initiation of any grievance pursuant to the provisions of this Agreement, or their participation in any of the activities of the Association.

3.2 There shall be no unlawful discrimination by the Board against any teacher on any basis by reason of the teacher's race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, place of birth, age, HIV status, creed, citizenship, or disability.

ARTICLE IV **ASSOCIATION RIGHTS**

4.1 Representatives of the Association shall have the privilege of using school facilities for the conduct of the Association's business. School facilities shall include school buildings, school rooms, school equipment, and school materials; provided, however, that such use shall be at reasonable times and after reasonable notice to the Superintendent or the Principal of the school involved, and does not interfere with or interrupt school operations. The Association shall reimburse the School District for the cost to the School District of the Association's use of school materials and cost of repairs or replacement required as a result of the Association's use of school facilities.

4.2 Representatives of the Association shall be permitted to transact the Association's business on school property at all reasonable times; provided, however, that the transaction of such business does not interfere with or interrupt school operations. The four (4) executive officers of the Association shall be provided with an average of two (2) hours per week of additional prep time in

order to transact the Association's business. The Association shall be permitted to conduct meetings; provided, however, that such meetings shall be held only after reasonable notice to the Superintendent's office or to the Principal's office of the school involved. In the event that the meeting occurs during school hours, the approval of the Superintendent or Principal of the school involved is required.

4.3 Representatives of the Association shall be permitted to post notices in the teachers' lounges with respect to Association business and activities. Representatives of the Association shall be permitted to use the teachers' mailboxes for the purpose of communications with the teachers.

4.4 The Association shall be given notice of the time and place of the orientation program for new teachers and its representatives shall be permitted to participate therein.

4.5 Representatives of the Association shall be permitted access to such informational materials as are matters of public record.

4.6 The Board shall submit to the Association, at least thirty (30) days prior to its adoption by the Board, the proposed school calendar for the forthcoming school year, and representatives of the Association may submit to the Superintendent or the Board the Association's comments and suggestions with respect to the proposed calendar.

4.7 Inasmuch as the cumulative experience and judgment of the teachers who are members of the Association can contribute to sound decisions in the public interest, the Board will make every effort to involve the teachers, through the Association, in the development of educational policy.

4.8 Teachers shall be provided four (4) days each year when students are released following the last lunch period to allow for teacher planning, preparation, conferences, etc. The four (4) days shall be scheduled by administration on a Supervisory Union-wide basis, after meeting with the Association to consider its input, so as to allow for collaboration by teachers. Two (2) of the one-half (1/2) days may be combined to provide a full day of release time at the high school. Other possible in-service dates or non-school days will be scheduled after consultation with the Association. Refer to section 4.6 related to adoption of the school year calendar.

ARTICLE V
ASSOCIATION DUES, FEES AND CONTRIBUTIONS

5.1 The Board will withhold from each teacher's salary payment amounts designated by the Association for the Association dues, local, state and national. The amount of each teacher's dues shall be withheld in twenty-six (26) equal installments or equal installments from the time of enrollment. The Association will give the Board written certification with respect to each teacher of the total amount to be withheld within ten (10) days prior to the first deduction. The Superintendent's office will remit to the Association the total amount withheld from all teachers within thirty (30) days of each withholding date.

5.2 Each teacher shall request the Board to withhold the amount of their Association dues, local, state and national. The authorization for withholding will be submitted to the Association. The Association will provide the Board with a certified list of each teacher who has authorized the Board to withhold Association dues from salary payments. A teacher who elects to discontinue such

deductions shall, prior to October 1 of any year, submit a signed deduction authorization revocation form provided by the Association.

5.3 The Association shall continue its policy of nondiscrimination in the availability of membership, representation in collective bargaining and grievance adjustments with regard to organizational membership or affiliation, race, creed, color, religion, national origin, sex, age, domicile, sexual orientation, gender identity, HIV status, citizenship, disability, ancestry, or marital status.

5.4 The Association agrees to indemnify, defend and hold harmless the Boards from all claims, demands, liabilities, obligations, suits, or any other form of litigation arising from any action taken by the School District in reliance upon any list, statement, notice, information or authorization for the check-off of dues delivered to the School District by the Union or by an employee, provided, however, that any unlawful action by the District involving the check-off of dues shall serve to waive any such indemnification, defense or holding of the district.

5.5 In recognition of the Association's duty and obligation to provide representation to each and every member of the bargaining unit, without regard to organizational affiliation or membership, in matters of collective bargaining and grievance procedures under the provisions of Act 25 of the 2005 session of the Vermont Legislature, the Board and the Association agree that, as a condition of employment, all members of the bargaining unit who are not members of the Association shall have deducted from their earnings a sum of money equal to the Association's costs for representation of each member of the bargaining unit. Such service fee shall be no more than the current Association dues and assessments and such fee shall be certified by the Association by October 1 of each school year to the Board. Any such service fee shall be deducted in ten (10) equal installments on or after the 30th day of each school year or thirty days following the employment of a new teacher, whichever is later, and such fee shall be transmitted to the Association upon two weeks notice of request by the Association. This service fee shall be in effect commencing with the 2007-2008 year. The US Supreme Court rules in Janus v. AFSCME on June 27, 2018 that this practice is no longer allowed.

ARTICLE VI **NO STRIKES AND NO LOCKOUTS**

6.1 During the term of this Agreement there shall be no strikes, no slowdowns or work stoppage by the Association, and there shall be no lockouts by the Board.

ARTICLE VII **MANAGEMENT RIGHTS**

7.1 In view of the provisions of Section 563 of Title 16, Vermont Statutes Annotated, specifically the provisions of Subsection (1) of that Section that School Boards shall determine the educational policies of their School District and shall prescribe rules and regulations for the conduct and management of the schools within their District and the provisions of Subsection (2) of that Section that School Boards shall provide for the sound administration of the schools within their District, the Board has, and shall continue to have, the exclusive right to determine educational

policy for, to provide for the sound administration of, and to conduct and manage the public schools and the educational programs therein within the Windham Southeast Supervisory Union. The exercise of these rights by the Board, however, shall not be inconsistent with or in violation of any of the provisions of this Agreement with respect to matters of salary, related economic conditions of employment, the procedures for processing complaints and grievances relating to employment, and any other matters mutually agreed upon herein. Disputes arising with respect to interpretation or application of any of the provisions of this Agreement shall be subject to the grievance procedure and to arbitration; provided, however, that the exercise of all other rights reserved to the Board under this Section or under the statutes of the State of Vermont shall not be subject to the grievance procedure or to arbitration. A failure by the Board to exercise any of its management rights will not be construed as a waiver of that right by an arbitrator.

7.2 The Board, the Superintendent and the Building Principal may establish such rules as it or they deems necessary and reasonable provided that such rules or the enforcement of the same do not constitute a violation of a term or the terms of this Agreement. In the event that a teacher, a group of teachers or the Association shall claim that the establishment or enforcement of a rule constitutes a violation of a term or the terms of this Agreement, such claim may be processed as a grievance pursuant to the provisions of Article XIII of this Agreement.

OBLIGATIONS OF EMPLOYMENT

ARTICLE VIII
TEACHER CONTRACT

8.1 Each teacher who shall be hired for sixty (60) or more consecutive days shall be given a written teacher contract which shall include (1) the name of the District by which the teacher is to be employed; (2) the dates upon which the school year is to begin and to end; (3) the salary to be paid the teacher as provided in Article XXV of this Agreement; and (4) the teaching position for which the teacher is hired, including elementary grade and building or secondary subject area. The teacher shall be provided a separate sheet of paper stating the endorsement area and date of expiration of the license held by the teacher at the time the contract is issued. The contract shall be signed by the teacher and by the Superintendent on behalf of the Board.

8.2 Each District may change scheduled start time in any building to accommodate busing or other administrative purposes, and it shall give notice to the Association of such change by August 1 if practicable. The end of the school day shall be changed as well to maintain the same length of the school day for teachers. In cases of school year emergency and unanticipated needs, changes in start times will be announced as soon as possible to the teachers and the Association.

8.3 Each District may at any time create positions with variant start times where no currently employed teacher will be laid off, reduced in hours, or required to accept a variant schedule as a result of each District's exercise of this right. Provided the teacher's workday does not exceed seven and one half (7½) consecutive hours without their consent, start time may also be changed at any time by a mutual agreement between the teacher and each District, but the teacher shall not be obligated to such change beyond the end of the school year. If each District intends to change the

regular schedule for specific teaching positions, or establish new positions where such change will result in a currently employed teacher being laid off, reduced in hours, or required to accept such change, notice thereof must be given to the Association no later than the May 1 prior to the date the new schedule takes effect. Each District shall offer the Association an opportunity to discuss the proposed changes and offer alternatives.

8.4 Reporting Criminal Convictions: All teachers shall, within ten (10) calendar days, report in writing to the Superintendent of Schools any criminal conviction. Such report shall include the nature of the crime, the date of conviction, and the court where the conviction occurred.

ARTICLE IX **CERTIFICATION OF TEACHER**

9.1 No teacher shall be employed in either of the School Districts or the Windham Southeast Supervisory Union who does not hold a valid teaching license issued by the Vermont Agency of Education. It shall be the responsibility of the teacher to effect the timely renewal of their teaching certificate and to file a photo copy of their renewal certificate with the Superintendent five (5) days prior to the first teacher work day of the school year following the renewal of their certificate.

ARTICLE X **MEDICAL EXAMINATION**

10.1 In the event that the Superintendent, the teacher's Principal, Department Head or Supervisor has reason at any time to believe that the teacher has a problem or condition of health which either adversely affects the performance of their teaching duties or has contributed to a record of excessive absences for reasons of illness, the Superintendent may require that teacher to submit to a medical examination. The examination will be made by a doctor mutually acceptable to the Superintendent and to the teacher, or if the Superintendent and the teacher cannot agree on an acceptable doctor, two examinations shall be made, one by a doctor of the Superintendent's choice and one by a doctor of the teacher's choice. A written report with respect to the examination or each examination shall be made to the Superintendent and to the teacher. The cost of the medical examination made by the doctor mutually acceptable to the Superintendent and to the teacher shall be borne by the Board; provided, however, that in the event that the Superintendent and the teacher cannot agree on an acceptable doctor and two examinations are made, the cost of the examination made by the doctor of the teacher's choice shall be borne by the teacher.

ARTICLE XI **RESIGNATIONS**

11.1 If a teacher who is under contract provides the District with the notice and information specified by subsections (a) and (b) below, the District agrees not to interfere with the teacher's efforts to pursue or take other employment or obtain a retirement pension at the earliest opportunity. The District also agrees to respond to reasonable requests from the teacher or their new or prospective employer for information relating to their experience in the District.

(a) The teacher shall provide written notice of resignation or retirement at least sixty (60) calendar days prior to the last day of employment. Once a written resignation or notice of retirement is delivered and receipt is noted by the Superintendent's office, the notice may not be withdrawn or rescinded, except by mutual agreement in writing.

(b) The teacher shall deliver copies of current curricula, lesson plans and tests, to the extent those materials are available, and texts, workbooks, and classroom materials to their immediate supervisor to aid and assist in the smooth and efficient transition of the class or classroom to a new teacher.

11.2 All materials, including computer software, which the District has paid for and furnished to a teacher during their employment is the property of the District, and such materials shall be returned to the District at the time of the teacher's resignation, retirement, or termination.

ARTICLE XII **REPLACEMENT TEACHERS**

12.1 Teachers may be employed by the District using non-renewable contracts of up to one (1) year under conditions specifically set forth below. Said teachers shall, during their employment, be entitled to all rights and benefits provided by the Agreement; except, they shall not be entitled to the layoff and recall (Article XVIII) or the non-renewal (Article XVI) provisions of the Agreement, nor shall the layoff or non-renewal of said teachers be subject to the grievance and arbitration (Article XIII) provisions of the Agreement. The District shall be under no obligation to rehire a teacher who was employed on a non-renewable contract, but if said teacher is rehired by the District without a break in service, they shall be credited with seniority for the period they were employed on a non-renewable contract. Teachers may be employed using a non-renewable contract for the following reasons:

- a) to replace a teacher who is granted a paid or unpaid leave of absence by the Board; or
- b) to fill a teaching position on or after August 1; provided, the Superintendent has made a good faith attempt to fill the vacant position and has deemed none of the candidates acceptable.

The Superintendent shall have the right to hire a teacher, temporarily employed on a non-renewable contract for a subsequent school year and the vacancy provisions of the Agreement (Article XIV) shall not apply.

PROTECTIONS FOR TEACHERS

ARTICLE XIII **GRIEVANCE PROCEDURE**

13.1 A grievance is a claim by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. A grievant is the teacher, group of teachers or the Association instituting a grievance pursuant to the provisions of this Article XIII.

13.2 Time limits in this Article are of the essence and may be extended only by mutual agreement of the grievant and the Administrator directly involved. To be effective, such extension must be in writing and signed by the grievant and the Administrator prior to the expiration of the time limit. No grievance shall be initiated or processed during a school day while classes are in session. One or more steps in the grievance procedure may be bypassed by agreement between the grievant and the Administrator or School Board directly involved; provided, that such agreement is reduced to writing and signed by the grievant and the Administrator or School Board directly involved prior to the expiration of the time limit for the presentation of the grievance by the grievant to the Administrator or School Board directly involved in the step or steps bypassed.

13.3 The Board agrees to cooperate with the grievant and the representative of the Association in the investigation of any grievance, and agrees to furnish such information as may be reasonably requested and which is pertinent to the processing of the grievance.

13.4 A student who is a minor shall not be involved in the hearing or resolution of a grievance unless prior written consent is filed by the parent or legal guardian of the student with the Superintendent.

13.5 The grievant shall, at each step of the grievance procedure, be entitled to be represented by a representative of their own choosing and/or by a representative of the Grievance Committee. The Association shall be notified of all meetings, hearings, appeals or other proceedings relating to the processing of a grievance hereunder and shall be entitled to have a representative present at all such meetings, hearings, appeals, or other proceedings. Unless representing the grievant, the representative will not participate in the proceedings through Step 2.

13.6 A grievance may be withdrawn by the grievant at any time; provided, however, that a grievance can only be withdrawn at the level of Step 4 by the grievant with the written approval of the Association.

13.7 A grievance, otherwise subject to this Agreement, shall be processed and settled as follows:

STEP 1: Prior to the initiation of the grievance, the grievant shall immediately attempt to resolve the matter with the administrator involved.

Within fifteen (15) days of the event constituting a grievance, the grievant shall deliver a written statement of the grievance to their Principal. The written statement shall set forth the grievance in detail and shall state the redress sought.

Within six (6) days of actual receipt of the grievance by the Principal, the Principal shall either meet with the grievant to discuss the grievance, or give a written answer based on the previous discussions.

If there is a meeting, then within six (6) days after this meeting, the Principal shall render a written decision, copies of which will be delivered to the grievant, the Superintendent and the Association.

STEP 2: Within six (6) days after receipt of the decision of Step 1, the aggrieved employee may submit their grievance in writing to the Superintendent, along with a statement setting forth the reasons why the grievant does not accept the decision. The Superintendent shall, within six (6) days after the actual receipt of the grievance, meet with the grievant to discuss resolution of the grievance. Within six (6) days after the conclusion of this discussion, the Superintendent shall advise the aggrieved employee and the Association in writing of the decision concerning the grievance.

STEP 3: Within six (6) days after receipt of the Superintendent's decision, the grievant may submit in writing a statement containing the reasons why the grievant does not accept the Superintendent's decision to the Chairman of the School Board. The School Board shall, within six (6) days after actual receipt of the appeal, meet with the grievant and their representative to discuss the resolution of the grievance. The School Board within six (6) days after this meeting will render a decision in writing to the grievant, the Superintendent and the Association.

STEP 4: If the grievant does not accept the decision of the School Board, the Association may within ten (10) days submit the grievance to binding arbitration. The Superintendent and the Association shall select an arbitrator. If unable to agree on an arbitrator within ten (10) days after receipt by the Superintendent of the Association's request the matter shall be submitted to the American Arbitration Association pursuant to the provisions of the American Arbitration Association's Voluntary Labor Arbitration Rules.

13.8 ARBITRATOR'S AUTHORITY—The arbitrator shall be limited to ruling on the interpretation or the application of the provisions of this Agreement and may not add to, detract from or in any way alter the provisions of this Agreement. The arbitrator shall not require, as part of their award, the commission of an act prohibited by law or the commission or omission of an act in violation of the terms of this Agreement. The arbitrator may, as part of their award, require the payment of money by the School Board to the grievant, or by the grievant to the School Board, as the case may be, to implement the resolution of the dispute giving rise to the grievance. The decision of the arbitrator shall be binding upon the grievant, the School Board and the Association.

13.9 ARBITRATION PROCEDURE—In the event that the School Board and the Association submit the matter of the arbitration to an arbitrator of their own choice, and not to the American

Arbitration Association, the arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association existing at the time the arbitration is initiated. The cost of the arbitrator shall be borne jointly and equally by the School Board and the Association.

13.10 EXPEDITED ARBITRATION—By mutual agreement in writing between the grievant and the Administrator or the School Board a grievance, otherwise subject to the grievance procedure, may be directly submitted to arbitration. This must be done prior to the expiration of the time limit for the presentation of the grievance by the grievant to the Administrator or School Board directly involved in the step or steps bypassed.

ARTICLE XIV **VACANCIES**

14.1 In the event that the Board proposes to fill an open or a new administrative position, or an open or a new teaching position, the Superintendent shall give notice in writing of such an opening to the President of the Association. The notice shall set forth the description of the position and the qualifications therefor, the salary range, and the date before which applications for the position may be filled. In filling an open or a new administrative position, or an open or a new teaching position, the Superintendent or their designee shall interview all applicants from within Windham Southeast Supervisory Union and its member districts including WSESD and Vernon. All openings will be posted and open to applicants from outside Windham Southeast Supervisory Union; provided, however, that no applicant shall be hired who does not meet the qualifications for the position for which they are to be hired. In the event that the Board proposes to fill the open or new position with one of several applicants presently employed by the School District and equally qualified, the Superintendent shall recommend the Board shall hire the applicant with the greatest number of years of continuous service in the School District. The application of a new teacher for an open or new teaching position made pursuant to the provisions of this Article XIV during the first two years of their employment shall not be entitled to priority consideration as provided in this Article XIV.

14.2 In the event that the Board accepts the Superintendent's recommendation to fill the open position with an applicant who is a teacher in the Supervisory Union, that teacher shall not be considered a new teacher for the purposes of Section 16.2 hereof and shall retain such unused sick leave days as they may have accumulated under this Agreement prior to their transfer. In the event that the Board accepts the Superintendent's recommendation to fill the open position with an applicant who is teaching within the supervisory union, that teacher shall retain all credit for continuous years of service to the district, while an employee of Windham Southeast Supervisory Union and its member districts (including Windham Southeast School District and Vernon Town School District), said credit to be used in the calculation of relative standing for reduction in force.

14.3 After giving consideration to applications filed by teachers employed by the Windham Southeast Supervisory Union and its member districts (including Windham Southeast School District and Vernon Town School District) such consideration shall include a personal interview by the Superintendent or their designee, the Superintendent may consider other applications. The provisions of paragraphs 14.1 and 14.2 to the contrary notwithstanding, the Board reserves the right

in all cases to fill an open or a new administrative position, or an open or a new teaching position, with the applicant possessing the best qualifications for the new or open position.

14.4 All Superintendent, Administrator, and Department Head Search Committees will include one (1) member of WSEA chosen by the WSEA Executive Board.

ARTICLE XV **REASSIGNMENTS**

15.1 The designation of the teaching position to which the teacher is to be assigned shall not be changed after July 15, except in those cases in which the need for such changes could not have been anticipated prior to July 15 and the District has made a reasonable effort to avoid the need for such a change. Any change shall be subject to the following conditions:

a) Before making the decision to change a teacher's teaching position, the Administrator or Administrators proposing to make the change shall inform and consult with the teacher and the Association with respect to the proposed change and reasons therefor. Thereafter, but prior to the final decision, the teacher shall be entitled to consult with the Superintendent and to present their views with respect to the proposed change.

b) No teacher shall be reassigned for disciplinary reasons, or for the purpose of professional improvement unless a program of professional improvement required by the Administration has failed to produce satisfactory improvement as evidenced through a thorough performance evaluation.

c) A teacher whose teaching position is involuntarily changed after the execution of their teaching contract but prior to the opening of school in September shall be given up to five (5) on-premise work days during the summer recess for the purposes of classroom and curriculum preparation. The teacher shall be compensated for the on-premise workdays at their regular per diem rate for the ensuing school year to be scheduled by mutual agreement between the teacher and the Administrator.

d) No teacher whose teaching position has been involuntarily changed shall be denied the voluntary assignment rights provided in Section 14.1 hereinabove for the employment year following the year of involuntary reassignment.

ARTICLE XVI **TEACHER SUPERVISION, OBSERVATION AND EVALUATION**

16.1 The monitoring, observation, and evaluation of the work performance of a teacher shall be conducted openly and with the knowledge of the teacher. The process and practice of monitoring, observing, and evaluating teachers shall be consistent throughout all districts in the Supervisory Union. New teachers to the District shall be observed and evaluated during their first two (2) years of employment. Experienced teachers shall normally be observed and evaluated every third year, and a list scheduling the year each teacher is to be observed and evaluated shall be distributed on or before October 1, annually. Observations for evaluations will not occur immediately before or after a holiday or school break. The first two observations will be announced observations and the third

observation can be announced if the administrator deems that necessary. If the third observation is to be unannounced, then the administrator shall notify the staff member the Friday before the week that the observation is to occur. A teacher may be placed on the observation-evaluation cycle out of their normal sequence provided the reasons for the change are not arbitrary or capricious. In the event that a class visit or observation report of any kind is prepared by an administrator or supervisor, during any year, for inclusion in a teacher's personnel file, such report shall be delivered to the teacher within ten (10) calendar days of the class visit or observation and prior to its inclusion in the teacher's personnel file. In the event that a Summative Evaluation Report containing requirements for corrective action is prepared by an administrator or supervisor for inclusion in the teacher's personnel file, a copy of the report will be delivered to the teacher within thirty (30) calendar days of the last scheduled observation or class visit and prior to the report's inclusion in the teacher's personnel file. Summative evaluation reports that do not contain requirements for corrective action will be delivered to the teacher as soon as practicable and prior to the report's inclusion in the teacher's personnel file. Within five (5) calendar days after receiving the report, the teacher may request a conference with the administrator or supervisor who prepared the report for the purpose of reviewing the contents of the report. The teacher may make written comments and those comments will be attached to the report that is placed in the personnel file. The teacher shall sign and return a copy of the report to the administrator or supervisor within ten (10) days of receipt of the report or within ten (10) days after the requested conference. The teacher's signature on the report shall only indicate that they have reviewed the report prior to its inclusion in their personnel file. If a teacher refuses or fails to sign the original report, the administrator or supervisor shall so note on the original copy of the report to be filed. No teacher shall be required to sign a blank or incomplete observation or evaluation form. Nothing in this section shall be construed as limiting an administrator or supervisor from observing a teacher at any time during the workday and taking appropriate action when necessary.

16.2 For the purposes of this Agreement, a “new teacher” is a person in the first or second year of employment as a teacher at a school in the Windham Southeast Supervisory Union and its member districts (including the Windham Southeast School District and Vernon Town School District). A new teacher will be observed and evaluated in the performance of their professional duties by their Principal or Supervisor at least three (3) times prior to March 15 of each school year. Any teacher employed after the beginning of a school year will be observed at least three (3) times during the first six (6) months of employment. A teacher in the second year of employment shall not be considered a “new teacher” if the evaluations and observations anticipated in this provision are not conducted as stated above. However, an exception is recognized where the school is operating under the management of an interim principal, a change in administration or the teacher begins employment after the change in the calendar year.

16.3 In the event that the professional performance of a new teacher is such that the teacher's contract may not be renewed for the following year, the Superintendent shall so notify the teacher on or before March 15 of the school year and shall set forth in the written notice a statement of the teacher's professional limitations, weaknesses and failures. Within ten (10) days after giving notice to the teacher that the teacher's contract may not be renewed, the Superintendent, or any Administrator designated by the Superintendent shall meet with the teacher and discuss the teacher's professional limitations, weaknesses and failures. Thereafter the teacher shall have the opportunity to correct these deficiencies. In the event that the Superintendent subsequently decides that the new teacher's contract will not be renewed for the following year, they shall so notify the teacher in writing, certified mail, return receipt requested, on or before April 15 of the school year

and shall set forth in the written notice a statement of the professional limitations, weaknesses and failures upon which they have based the decision not to renew the teacher's contract. The teacher so notified may, within five (5) days of receipt of the notice that the contract is not to be renewed, request a hearing before the School Board for the School District in which the teacher is employed as more particularly provided in Subsection (b) of 1752, T.16, V.S.A. The School Board shall hold such a hearing pursuant to the provisions of Subsection (b) and within five (5) days of the hearing shall issue a written decision affirming, modifying or reversing the non-renewal of the new teacher's contract.

16.4 In the event that the professional performance of a teacher other than new teacher is such that they are to be issued a probationary contract, or not renewed, for the following year, the Superintendent shall so notify such teacher on or before January 15 of the school year and shall set forth in written notice a statement of the teacher's professional limitations, weaknesses and failures. Within ten (10) days after giving notice to the teacher that the teacher's contract may be probationary or may not be renewed, the Superintendent, or Administrator designated by the Superintendent, shall meet with the teacher and discuss the teacher's professional limitations, weaknesses and failures. Thereafter the teacher shall have the opportunity to correct these deficiencies. In the event that the Superintendent subsequently decides that the teacher's contract shall be probationary or will not be renewed for the following year, they shall so notify the teacher in writing, certified mail, return receipt requested, on or before April 15 of the school year, and shall set forth in the written notice a statement of the professional limitations, weaknesses and failures upon which they have based the decision to issue a probationary contract or not to renew the teacher's contract. The teacher so notified may, within five (5) days of their receipt of the notice that the contract is to be probationary or is not to be renewed, request a hearing before the School Board for the School District in which the teacher is employed as more particularly provided in Subsection (b) of 1752, T.16, V.S.A. The School Board shall hold such a hearing pursuant to the provisions of Subsection (b) and within five (5) days of the hearing shall issue a written decision affirming, modifying or reversing the probationary status or the non-renewal of the teacher's contract.

The dates set forth in 16.4 relating to performance evaluation and probationary contracts shall not apply in any case where the Board determines that a contract is to be probationary due to a disciplinary matter.

16.5 A probationary contract shall have the word "probationary" noted on its face. A teacher given a probationary contract shall not advance on the salary schedule to the next incremental step or into another academic degree column for the ensuing year in which the probationary period is implemented for remediation. If satisfactory remediation is not complete at the end of the probationary period year and a year of verification of satisfactory performance is deemed necessary by the administration; such advancement on the salary schedule shall be additionally withheld. Upon removal from probationary status and receipt of a regular contract, or completion of a subsequent year of verified satisfactory performance and receipt of a regular contract, as provided above, the teacher's salary schedule placement shall be restored to the appropriate step and column assignment the teacher would have had if they had not been placed on probation.

16.6 The decision of the Superintendent not to renew the contract of a new teacher, or to issue a new teacher a probationary contract, and the action of the School Board in affirming either of those decisions, shall be final and may not be submitted to binding arbitration.

16.7 No teacher shall be formally disciplined, reduced in compensation, placed on probation, suspended, dismissed or non-renewed except for just cause. In the event that a teacher is suspended by the Superintendent, as provided in Subsection (c) of Section 1752, T. 16, V.S.A., or is dismissed or otherwise disciplined by the School Board, as provided in Subsection (h) of said Section 1752, or is notified pursuant to the provisions of Section 16.4 hereinabove that their contract is not to be renewed and is aggrieved thereby, and has complied with the procedural requirements of Subsection (b) in the case of a non-renewal and Subsections (c) through (j) in the case of a suspension or dismissal of said Section 1752 the teacher may either (1) institute an action at law against the School Board in any court of competent jurisdiction, or (2) submit the grievance to binding arbitration as more particularly provided in Section 13.7 Step 4 of Article XIII hereinabove; provided, however, that the election by the aggrieved teacher to pursue either of said remedies shall serve as a bar to the pursuit of the other.

16.8 In the event that a teacher is required to meet with the Superintendent, supervisor, or with the School Board of the District in which they are employed to discuss any matter that may directly result in their suspension, dismissal, non-renewal, or any other formal disciplinary action, they shall be given prior notice of the meeting and of the reasons for it and shall be entitled to have a representative of the Association and/or an attorney present at the meeting provided, however, that this provision shall not be interpreted to limit the right of the Superintendent or the teacher's principal, supervisor, or department head to exercise the usual and customary oversight of the teacher's work or to administer instructions or counseling in the course of such oversight.

16.9 In the event that a teacher's employment is terminated a final evaluation, if any, of that teacher's professional performance shall be completed and placed in the teacher's personnel file prior to the date upon which the employment terminates. No material of any kind will be placed in a teacher's personnel file after the date upon which the employment terminates.

16.10 A teacher who has not been notified that their contract may not be renewed for another year as provided in Sections 16.3 and 16.4 hereinabove, and who is not notified on or before April 15 either that the contract will not be renewed or that they are to be offered a probationary contract, shall be offered a contract for the following year.

ARTICLE XVII **CLASS SIZE AND STUDENTS**

17.1 It is agreed by and between the Board and the Association that class size is an important consideration in the development of an effective education program and that, in general, the smaller the class the more effective the instructional program.

17.2 To the extent possible a teacher to whose class a child with a disability is to be assigned for the next school year shall be given the opportunity to participate in the preparation of the Individualized Education Plan (IEP) for that child for that school year.

17.3 A teacher to whose class a child with a disability has been assigned and who thereafter during the school year concludes that the Individualized Education Plan (IEP) developed for that child has become ineffective or inappropriate in terms of the annual goals and instructional

objectives set for the child, may upon request meet with the child's basis staffing team for the purpose of considering a revision of the IEP.

ARTICLE XVIII
REDUCTION IN FORCE

18.1 The Board expressly reserves the right to reduce the size of the teaching staff in the event that, in the Board's judgment, a reduction in force is necessary. In determining those teachers whose contracts are not to be renewed in the event of a reduction in force, the Board shall give equal consideration to the relative standing of all teachers in the School District, regardless of the source of funding for their positions except as outlined in 18.2, based on four factors: (a) general experience, (b) level of educational attainment, (c) annual performance evaluations, and (d) length of service in the School District in which the teacher is employed. Those teachers with the lowest relative standing shall be the teachers whose contracts are not renewed. In the event that the relative standing of two or more teachers, on the basis of the four factors, is equal, the fourth factor, length of service in the School District, shall be controlling.

18.2 If a source of funding is other than local tax dollars (i.e. federal, state program or grant money), said funding must fluctuate greater than 10% before referenced funding is considered equal to local tax funding.

18.3 In the event that the Board determines that a reduction in force is necessary, it shall give written notice to the Association, and representatives of the Association shall be given the opportunity to discuss the proposed reduction with the Superintendent and to make recommendations as to how the reduction be effected. Thereafter the Board shall give written notice to the Association of the teaching positions that are to be eliminated and the names of the teachers whose contracts are not to be renewed. Each teacher whose position may be eliminated and whose contract may not be renewed shall be given an opportunity to meet with the Superintendent for the purpose of discussing the proposed reduction and the possibility that their contract will not be renewed. At as early a date as possible, and in no event later than May 1 preceding the beginning of the school year in which the reduction is to be effected, the Board shall give written notice to the teacher or teachers whose positions are to be eliminated and whose contracts are not to be renewed, unless the Board's budget for the succeeding year has not been passed by that date, whereupon the date of June 1 shall be substituted for May 1. A teacher whose contract has not been renewed as a result of a reduction in force shall be given written notice of any teaching position which is open in the School District in which they have been employed and for which they are qualified and shall be offered such position. In the event that a teaching position which has been eliminated pursuant to a reduction in force is restored in the school year following the school year of its elimination, or in the second school year following the school year of its elimination, the teacher holding that teaching position at the time of its elimination shall be offered the position; provided, however, that the teacher has maintained their current address in the office of the Superintendent, and provided further, that upon written notice by certified mail, return receipt requested, from the Superintendent to the teacher at the address on file in the Superintendent's office, of the availability of the teaching position, the teacher shall within twenty (20) days of the date of mailing of the notice inform the Superintendent in writing by certified mail, return receipt requested, of acceptance of the offer. A teacher whose contract is not renewed as a result of a reduction in force shall, for a period of two (2) years from the date of termination of employment by the District, be given written notice at the

address on file in the Superintendent's office of each open teaching position in the School District in which they were employed, and in the event that the teacher so notified shall apply for the position, the application shall be considered first in sequence among other applications for the position. A teacher whose contract is not renewed as a result of a reduction in force and who is rehired in a position notice of the availability of which was given such teacher within two (2) years of the date of termination shall be entitled to the same benefits as those to which they were entitled at the time of termination. A teacher whose contract is not renewed as a result of a reduction in force shall be given a letter over the signature of the Superintendent setting forth the fact that the non-renewal of the teacher's contract is as a result of a reduction in force and for no other reasons. Reduction in force shall not be used as a substitute for suspension, dismissal, or non-renewal of a teacher's contract for other reasons and no teacher shall have their contract non-renewed on the ground of a reduction in force when such non-renewal is arbitrary or capricious. A teacher shall not have their contract not renewed in order to effect a reduction in force if the reduction could be effected through normal attrition or teacher turnover at the time at which the reduction becomes effective.

18.4 Any teacher who is not issued a contract or who is dismissed under Article XVI shall not be entitled to consideration for re-employment under the terms of this Article.

ARTICLE XIX **PERSONNEL FILE**

19.1 COMPLAINTS CONCERNING PERFORMANCE—Any complaint with respect to the conduct of a teacher in the performance of their professional duties whether made by a student, parent, or other person that, if true, could result in disciplinary action or evaluative criticism shall be promptly brought to the attention of the teacher, and when appropriate, the administrator shall urge the complainant to speak with the teacher involved. An administrator or supervisor shall not institute disciplinary action or evaluative criticism against a teacher unless the complaint is in writing and signed by the complainant(s), or a parent of the complainant. A written complaint that is deemed to be material in the evaluation of the professional performance of a teacher shall be reviewed with the teacher prior to the commencement of an investigation, and the teacher shall have the right to submit a written statement setting forth their position with respect to the complaint. The teacher shall be entitled to have an Association representative present during the review. Complaints that have been found to be without merit, or where the investigation has been deemed to be inconclusive by the administrator or supervisor, shall not be retained in the teacher's official personnel file and may not be used to support evaluative criticism or discipline. The district may retain the complaint and a record of its actions in a separate file. Nothing in this Section shall apply to investigations that are conducted by local, state or federal agencies.

19.2 DEROGATORY MATERIAL—No derogatory material will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the same. After the teacher has reviewed the material, they shall place their signature upon the material indicating that they have reviewed it but not necessarily that they agree with or accept its contents. The teacher shall have the right to prepare and submit a written statement setting forth their position with respect to the contents of the material and the written statement shall be reviewed by the Superintendent and placed in the teacher's personnel file with the material to which it is directed. In the event that a teacher, having reviewed certain derogatory material, refuses to sign the same indicating that they

have reviewed it, the fact shall be endorsed upon the material by the Superintendent or other Administrator.

19.3 FILE ACCESS—A teacher shall have the right from time to time and subject to such rules as the Superintendent may reasonably establish to review the contents of their personnel file; provided, however, that for the purpose of such review the Superintendent shall remove from the teacher's personnel file personal letters of recommendation. The teacher may have a representative of the Association present during the review. After the review, the teacher may request copies of any material contained in the personnel file. A teacher shall have the right to request in writing that certain materials in their personnel file which they consider obsolete or which in their opinion and for whatever reason should not be retained in the personnel file be removed therefrom; provided, however, that the Superintendent, having considered the teacher's request, shall determine whether such materials shall be removed. The Superintendent shall not refuse a teacher's request for such removal arbitrarily, capriciously or without a rational basis in fact. However, the Superintendent's determination is final.

WORK YEAR AND SCHEDULE

ARTICLE XX **SCHOOL YEAR**

20.1 The salary provided in Appendix A is based on a teaching year of not more than one hundred and eighty-five (185) days. The teachers' work year shall consist of one hundred and seventy-six (176) teaching days and nine (9) in-service days. The in-service time scheduled prior to the start of school shall be divided as follows: 50% of the time to be organized and scheduled by administration and 50% of the time to be used by the individual teacher to attend to tasks required in preparing for the start of the school year. Commencing with the 2017-2018 school year, an in-service day in January shall be designated as a transition day on which day teachers shall attend to the tasks required in transitioning for the first to the second half of the school year. In the event that a deduction is to be made from a teacher's pay for an unauthorized or non-paid absence or for any other reason, such deduction shall be made on a per diem basis. The date of the start of the school year shall be set by April 1 of the preceding school year, and it shall not be earlier than August 25 unless mutually agreed by the Association and the Board. The ending date of the school year will remain floating with an actual date to be set as soon as practical.

20.2 When a scheduled workday(s) is lost due to an unscheduled school closing, the Board shall have the right to schedule a make-up day(s) from the following schedule: 1) days already included in the calendar to adjust for school closings; 2) the day before Town Meeting Day, provided school vacation is not the previous week; 3) the third Saturday in March; 4) the last Saturday in May; 6) Memorial Day; and 7) the first Saturday in June. The make-up days are not required to be scheduled in the order they are listed. If additional make-up days are required, they will be scheduled after consultation with the Association.

20.3 Teachers shall not be assigned more than one (1) regular administration-assigned meeting per week for no more than forty-five (45) minutes in duration. The assigned meeting may be a faculty meeting, department meeting, or another meeting determined to be required by the principal.

If a situation requires a teacher to have regular additional administration-assigned meetings assigned by the principal more than the one (1) meeting per week, the teachers required to attend the additional meeting shall be compensated at a rate determined by the Superintendent or their designee and Association. Regular administration-assigned meetings have a consistent biweekly expectation of attendance over the course of a school semester. The additional meetings are determined to be necessary by the principal. This does not include meetings that fulfill professional obligations such as IEP's, 504's, behavioral plan meetings, paperwork or emergency meetings.

If a regular administrative-assigned meeting, such as a faculty meeting or department meeting, is expected to be longer than forty-five (45) minutes in duration but not more than seventy-five (75) minutes, the teacher(s) who are required to attend shall be notified at least a week in advance of the meeting. In such instances when notice is provided, the additional time will be without monetary compensation.

ARTICLE XXI **LUNCH PERIOD**

21.1 Each teacher shall be entitled to a thirty (30) consecutive minute duty-free lunch period daily, such lunch period to begin no sooner than 10:30 A.M. and to end no later than 1:30 P.M. A teacher may leave the school building during this lunch period; provided, however, that a teacher who leaves the building during their lunch period shall sign out when leaving and sign in upon returning.

ARTICLE XXII **PREPARATION TIME**

22.1 It shall be the goal of each School District to provide each teacher with a daily preparation period during the student's attendance day of at least thirty (30) consecutive minutes, such period to be free of any administrative or supervisory duties and reserved for the professional activities deemed necessary by the teacher. Each School District will make a reasonable effort to provide a minimum of five (5) hours of preparation time per week to each teacher and shall provide each teacher with a minimum of three (3) hours of preparation time per week during the students' day, such period to be free from administrative or supervisory duties.

ARTICLE XXIII **VISITING DAYS**

23.1 A teacher may, at their request and with the approval of their Principal or Department Head and the Superintendent, be absent from teaching duties one day per year for the purpose of visiting other classrooms, observing other teachers at work, and discussing with them educational programs and methods of teaching. The time and place of such a visit shall be arranged by the teacher and Principal well in advance of the visit. The Superintendent may require a teacher to use a visiting day

to visit a particular school classroom and may authorize or request more than one visiting day for a teacher in one school year. A teacher’s reasonable travel expenses incurred in making a visitation required by the Superintendent shall be paid by the School District; provided, however, that such reasonable travel expense shall be approved in advance by the Superintendent.

SALARY AND BENEFITS

ARTICLE XXIV
EXTRACURRICULAR SALARIES

24.1 A teacher at the Brattleboro Union High School who is employed in an extracurricular position shall be so employed voluntarily and such employment shall not be part of their duties under their teaching contract. A teacher so employed shall be paid in accordance with the payment schedule set forth in Section 24.4 hereinafter. A teacher so employed shall not necessarily be rehired in such extracurricular position for the following year; provided, however, that a teacher who is not to be re-employed in an extracurricular position for the following year shall be given a written notice which shall state the reasons for such within thirty (30) days following the conclusion of the activity for the current year. No position can be provided a stipend without WSEA approval.

24.2 A teacher in a Town School who is employed in an extracurricular position shall be so employed voluntarily and such employment shall not be a part of their duties under the teaching contract. Middle school sports coaches receive Group V stipends.

24.3 The public liability insurance coverage provided in Section (e) of Article XXVII hereinafter shall cover teachers employed in extracurricular positions.

24.4 The Extracurricular Salaries will increase at the same rate as the yearly base increase for the teacher’s salary during the term of the Agreement.

The following Extracurricular Salaries will be used during the term of the Agreement:

	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Group I	\$5,812.00	\$6,001.00	\$6,181.00
Group II	\$4,847.00	\$5,005.00	\$5,155.00
Group III	\$3,228.00	\$3,333.00	\$3,433.00
Group IV	\$2,583.00	\$2,667.00	\$2,747.00
Group V	\$1,897.00	\$1,959.00	\$2,018.00
Group VI	\$1,304.00	\$1,346.00	\$1,386.00

(a) Includes the School Districts of:

Windham Southeast School District
(Brattleboro, Dummerston, Guilford, Putney)

Vernon Town School District

Windham Southeast Supervisory Union

Extracurricular payments will be issued the second payday of the month, as listed below:

November	—	Fall Activities and ½ of Year-Long Activities
February	—	Winter Activities
May	—	Spring Activities and ½ of Year-Long Activities

The above payments may be delayed if the activity has not been completed by the payment date.

24.5 Department Chairs at BUHS #6 shall be paid for twenty (20) days of work at the per diem rate of a teacher on the Masters +30 Longevity of the current year's salary scale.

ARTICLE XXV
SALARIES

25.1 During the term of this Agreement, each teacher shall be paid in accordance with the Salary Schedules included in this Agreement as Appendix A-1, A-2 and A-3 and, which are incorporated herein and made a part hereof.

25.2 Teachers who are hired by a member School District of the Windham Southeast Supervisory Union with previous teaching experience shall be placed in the appropriate educational attainment column at a Step which does not provide greater compensation than that paid to the lowest paid teacher(s) who are currently employed by the School District with comparable education and experience. Teachers shall advance vertically and horizontally on the Salary Schedule, up to and including the Longevity Step, pursuant to the Agreement.

25.3 Any teacher previously credited with experience beyond those years of actual teaching or work experience shall receive no further vertical experience advancement on the salary schedule until such credited experience has been attained.

25.4 Each School District will include in its budget an amount equal to one percent (1%) of the base salary times the number of full-time teachers in its School District for a Fund. The Superintendent, Administrators, individual teachers, groups of teachers and/or Board members may develop programs to be presented to each Board for approval and expenditure of the fund. Programs may include, but not be limited to, evaluation of instructional programs, professional growth and assistance programs, consulting teaching, peer assistance and counseling, teacher internships, summer school, and creating and presenting in-service professional development activities. Funds may also be used to cover hotel and travel-related costs for attending professional development activities relevant to a teacher's area of licensure as approved by the superintendent or the designee. The procedure for submission of Fund proposals shall be developed by the Superintendent in consultation with the Association. The Superintendent will report the outcome of 1% funding proposals to the President of the Association upon request.

25.5 (a) A course that is reimbursed under Article XXX of this Agreement shall be counted for purposes of horizontal movement on the salary schedule. A course that is not reimbursed may or may not be approved by the Superintendent. For the purposes of determining their salary rate pursuant to the provisions of Section 25.2 of this Article XXV a teacher shall receive a credit for approved college credit hours completed in or out of a matriculated program. A teacher who completes such college credit during the school year and thus becomes qualified for an increase in salary rate shall be advanced to the new salary rate upon written application to the Superintendent; provided, however that adjustments in a teacher's salary rate as a result of such qualifications shall be made pro-rata after the teacher has provided such written application prior to October 31 (100%) or prior to March 31 (50%).

(b) In determining the years of experience with which a new teacher is to be credited for salary purposes, consideration may be given to work experience in those cases in which work experience adds to the qualifications of the teacher in their subject area; provided, however, (1) that each year of credit shall be based on one year of work experience, and (2) that no teacher shall be given credit for work experience who is not certifiable as a teacher.

(c) The Superintendent and the Association shall consult and develop a credit equivalency program, which will enable teachers to apply for approval of professional activities, which can be applied to lateral movement on the salary schedule.

(d) New hires are required to take ALL KIDS within their first two (2) years of employment. Teachers who have completed this class or the equivalent are exempt from the requirement. This class will be offered on contracted days.

(e) New hires are required to take the following trainings: Intruder, Stop-the-Bleed, Blood Borne Pathogens, and HAZMAT. Requests for exemptions will be considered upon request to the administration and alternatives to attendance provided.

(f) Teachers may request exemptions from administration for attendance at refresher trainings

25.6 A teacher, who, at the written request of an Administrator, agrees to provide and provides professional services during a school recess or vacation period shall be paid for such services at their regular per diem rate of pay in Section 25.2 of this Article.

25.7 A teacher who is required to appear during any recess or vacation period as a witness for the School District in any court proceeding or before any tribunal or hearing officer, including arbitration proceedings under this Agreement, shall be reimbursed for each day or part thereof in which they appeared as such witness at their regular per diem rate of pay.

25.8 Teachers shall be paid in twenty-six (26) substantially equal installments, with the exception of fiscal year 2023 where there will be twenty-seven (27) equal installments. All such payments shall be made on alternate Fridays commencing with the second Friday that follows the last pay date of the previous year. The Board will provide lump-sum payments of summer paychecks on the pay date that falls before July 1 for teachers who request payment, in writing, on or before June 30 of the previous contract year. The Board may restrict the number of lump-sum payments to ten (10%)

percent of the teachers. In the event the number of requests exceeds the 10%; the determination of who will receive the lump sum payments will be made by lottery. The request is irrevocable once employment has begun for the year.

25.9 A teacher at Brattleboro Union High School District #6 may be assigned one non-professional duty assignment in a school year. Additional non-professional duty assignments shall be voluntary and a teacher accepting an additional non-professional duty assignment shall be paid for such assignment at the rate of thirty (\$30.00) dollars an hour.

25.10 Teachers, nurses, speech pathologists, school psychologists and others with National Certifications (i.e., National Board, ASHA Certificate of Clinical Competence, etc.) will receive an extra \$1,000 stipend annually. National Board Certification must be in the endorsement area appropriate for the current teaching position. Copies of all certifications must be on file with the Superintendent.

ARTICLE XXVI **PAYROLL DEDUCTIONS**

26.1 Each payment shall be subject to appropriate deductions that are mandatory (as required by law) and voluntary (as requested by the employee).

ARTICLE XXVII **BENEFITS**

27.1 During the term of this Agreement, each teacher shall be provided with benefits, in addition to their salary, the cost of such benefits to be shared as prescribed by agreement as follows:

a) Effective January 1, 2021, the district shall offer employees health insurance, HRA and HSA benefits as described in ACT 11, Title 16 Education, Chapter 061, V.S.A. 2101 et seq, Commission on Public School Health Benefits.

Note: New employees will be pro-rated from the effective month through the end of the fiscal year.

b) Teachers who do not participate in the Board's health insurance plan shall be eligible for a payment of two thousand five hundred dollars (\$2500) per year to be distributed in two equal payments, one in December and one in May to pay for health insurance coverage not funded by WSESU, its member districts or another school district or supervisory union within the State of Vermont under Vermont Education Health Initiative (VEHI).

c) Term life insurance in the amount of the teacher's salary as determined under the provisions of section 25.2 hereinabove, rounded to the next higher \$5,000, the cost of said term life insurance to be fully paid by the Board.

d) Workers' Compensation Insurance coverage.

e) Public Liability Insurance coverage covering each teacher during the performance of their duties as a teacher.

f) The CIGNA Dental PPO Plan No. 3333498 or a substantially equivalent plan acceptable to the Association. Each teacher who is eligible for this coverage may elect single or family coverage as provided in the plan.

g) The Board shall provide for all benefit eligible employees covered by this Agreement, an Employee Assistance Program (EAP). The specific provisions of this benefit shall be developed by the Superintendent in conjunction with an appropriate carrier and in consultation with the Association. Any and all costs for this benefit shall be as prescribed and subject to provisions previously prescribed for the health benefit as per Section 27.1(a).

27.2 Teachers who have same or opposite sex qualified domestic partners who fulfill the criteria set forth below may have said partner covered under their duly selected dental insurance plan. The additional coverage shall be limited to one such partner, and it shall be at the teacher's expense. The Association agrees to indemnify the Board against any legal claims, expenses or legal fees arising out of this Section.

The term "Qualified Domestic Partner" refers to a person of the same or opposite sex domiciled with a Windham Southeast Supervisory Union teacher with whom said teacher shares a long-term relationship and who is not related by blood to the partner in a degree that would make marriage illegal and who is at least eighteen (18) years of age. A teacher who is married may not identify someone other than their spouse as a Qualified Domestic Partner.

To qualify under this definition, the domestic partner must be in an exclusive relationship of mutual support, caring and commitment which is intended to remain in existence for the indefinite future and that has existed for not less than one year. The partners must share the same primary residence on a regular basis, must be jointly responsible for the basic living expenses as evidenced by a significant commingling of finances, and must meet at least three (3) of the following conditions: be named as the primary beneficiary in the partner's will; be named as the beneficiary of the partner's life insurance policy(s) or annuity policy(s); hold joint survivor checking, banking or investment accounts; hold a joint credit account; any other indicators that tend to prove a significant entanglement of joint financial affairs between the partners.

Should the domestic partnership end, the teacher shall notify the Superintendent within ten (10) days of such termination of said relationship. Following such notification, a one (1) year waiting period shall be required before said teacher may again identify another person as a qualified domestic partner.

27.3 The Board shall provide a long-term disability insurance plan for teachers. This plan will commence after sixty (60) calendar days of disability with a benefit equal to two-thirds (2/3) of the disabled teacher's salary. Teachers who become disabled who have been employed in the District for three (3) years or less shall be granted a sufficient number of sick leave days to ensure no loss of pay before the long-term disability leave begins.

27.4 The Board shall provide an IRS § 125 Plan for teachers who elect to tax shelter uncovered medical and child-care expenses on a tax-sheltered basis. The teachers' health insurance co-payment

costs shall be tax-sheltered using a Premium Only Plan, if available. Tax-sheltered payments shall be allowed to the fullest extent allowed by law.

27.5 Beginning in the 2021-2022 school year, teachers who reside in the district will be allowed to have their children attend the school in which they work, at no expense to the teacher/parent. Transportation is the responsibility of the teacher/parent.

ARTICLE XXVIII **LEAVES OF ABSENCE**

28.1 Leaves under the provisions of this article which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall be regarded as both “FMLA” and contractual leave, and the more liberal of the provisions shall apply.

28.2 SICK LEAVE—A teacher shall earn paid sick leave days at the rate of one and one-half (1½) days per month for each month of the school year (excluding the months of July and August) and shall be credited with fifteen (15) days paid sick leave, or fifteen (15) additional paid sick leave days, at the beginning of each school year provided, however, that a teacher who uses all or part of the fifteen (15) days sick leave credited for the school year and terminates employment prior to the end of the school year shall not be required to reimburse the School District for days credited but not earned. A teacher hired during a school year shall at the time employment begins be credited with a number of paid sick leave days equal to the number of months, including the month during which the employment begins, but exclusive of the months of July and August, remaining in the school year multiplied by one and one-half (1½). Unused paid sick leave days may be accumulated from year to year during the teacher’s continuous employment to a total of fifty (50) sick leave days. Teachers who were employed by the School District during the 1997-1998 school year who have accumulated more than fifty (50) days of sick leave shall retain those days for possible future use. Each teacher shall be given notice in writing, prior to October 1 of each school year, of the number of paid sick leave days with which they are credited. Paid sick leave days may be used for a teacher’s illness or medical attention, or attending to the illness or medical attention of a member of the teacher’s family or household. Such sick leave use for a member of the teacher’s family or household shall be limited to no more than five (5) sick leave days per school work year.

In the event that a teacher uses more than five (5) paid sick leave days consecutively, the teacher’s illness shall be verified by a letter to the Superintendent from the teacher’s physician provided, however, that the Superintendent may require a letter from a doctor chosen jointly by the teacher and the Superintendent in the event that the Superintendent reasonably questions the proper use of any paid sick leave days by a teacher.

28.3 PERSONAL LEAVE—A teacher shall be entitled to up to three (3) paid personal leave days in a school year. A teacher who intends to take a personal leave day shall give written notice to the Superintendent at least five (5) days in advance unless such advance notice is impossible. Personal leave is at the teacher’s discretion, and a teacher requesting paid personal leave shall not be required to state the reason for such request unless the request is not made five (5) days in advance. All requests for personal leave shall be approved by the Superintendent, or their designee, for the sole purpose of reasonable scheduling of the day(s). Personal leave days may not be used for the purpose of extending a school vacation or holiday. The Superintendent, in their discretion, may

grant a teacher personal days in excess of the three (3) days to which they are entitled in the school year. Any unused personal leave days shall be purchased by the district at one half (1/2) the equivalent of the substitute daily rate and paid in the last check of the fiscal year.

28.4 MATERNITY AND CHILD CARE LEAVE

(a) A teacher who has given birth to a child or a teacher who has become the father of a child, or has adopted a child shall be entitled to take two weeks child care leave with full pay.

(b) A teacher who becomes pregnant shall also be entitled to maternity leave, without pay, as follows:

(1) The teacher shall give written notice of her pregnancy to the Superintendent no later than the fourth month thereof and the notice shall include the dates upon which she intends to begin and to end her maternity leave.

(2) The teacher may elect to continue her teaching duties as long as she is physically able to perform the same prior to the birth of her child and to return to her teaching duties as soon after the birth of her child as she is physically able to resume those duties. In the weeks prior to the beginning of the teacher's maternity leave, the Superintendent may require one or more written reports from her doctor certifying that she is physically able to continue the performance of her duties, and prior to her return to school, a written report from her doctor certifying that she is able to resume her teaching duties. A teacher who leaves her employment immediately prior to her confinement and returns to her teaching duties as soon after the birth of her child as she is physically able to do so shall be entitled to take the period of time during which she is physically disabled as sick leave, but only to the extent of the number of days sick leave which she has accumulated.

(3) The teacher may elect to take extended maternity leave prior to the birth of her child. The period of extended maternity leave prior to the birth of the child shall not exceed three months, and the teacher shall give written notice to the Superintendent of her intention to begin such extended maternity leave at least forty-five (45) days prior thereto. A teacher who takes extended maternity leave prior to the birth of her child shall not be entitled to take the period of her leave as sick leave.

(c) A teacher who has given birth to a child or a teacher who has become the father of a child shall also be entitled to take extended child care leave without pay. A teacher who elects to take extended child care leave after the birth and who leaves employment between July 1 and January 1 of the school year shall return to teaching duties upon the opening of school the following September. A teacher who elects to take extended child care leave after the birth and who leaves employment between January 1 and June 30 of the school year shall return to teaching duties upon the beginning of the second semester or the second half of the following school year; provided, however, that if they so notify the Superintendent in writing on or before April 15 of the school year, they may elect to return to teaching duties upon the opening of school the following September. A teacher who elects to take extended child care leave may extend such leave by one semester or half year; provided, however, that written application for such extension be made to the Superintendent on or before April 15 or November 15, as the case may be, prior to the date upon which they were to resume teaching duties.

(d) A teacher who adopts a child who has not attained its sixth birthday shall also be entitled to take child care leave, without pay, immediately after they receive the child, as follows:

(1) As soon as the teacher learns that a child who has not attained its sixth birthday will be made available for adoption at some time in the near future, the teacher shall give written notice to the Superintendent of the intention to adopt a child who has not attained its sixth birthday and to take child care leave upon receiving the child.

(2) As soon as the date or the approximate date is determined upon which they will receive the adopted child, the teacher shall give written notice to the Superintendent, at least fourteen (14) days notice, if possible, of the date upon which they will terminate teaching duties and commence the child care leave.

(3) A teacher who takes child care leave in order to care for the adopted child and who leaves employment between July 1 and January 1 of the school year shall return to teaching duties upon the opening of school the following September. A teacher who takes child care leave in order to care for the adopted child and leaves employment between January 1 and June 30 of the school year shall return to teaching duties upon the beginning of the second semester or the second half of the following school year; provided, however, that if they so notify the Superintendent in writing on or before April 15 of the school year, they may elect to return to teaching duties upon the opening of school the following September. A teacher who takes child care leave in order to care for the adopted child may extend the length of said child care leave by one semester or half year; provided, however, that they make written application for such extension to the Superintendent on or before April 15 or November 15, as the case may be, prior to the date upon which they were to resume teaching duties.

(e) A teacher who wishes to return to service at any time other than those specified hereinabove may only do so with the permission of the Superintendent.

28.5 SABBATICAL LEAVE

It is agreed by and between the Board and the Association that ongoing educational and experiential opportunities by teachers as a means of improving instruction and developing engaging curriculum is valuable. In recognition of this, the Boards will grant sabbaticals in accord with the following criteria:

(a) A teacher who has completed at least six (6) full years of employment as a teacher in one of the School Districts party to this Agreement may make written application to the Superintendent for sabbatical leave; provided, however, that such application shall be in writing, shall be submitted to the Superintendent on or before December 11 of the year prior to the beginning of the school year for which the teacher requests the sabbatical, and shall set forth whether the application is for a full school year or for one-half year. Such application shall describe the work to which the teacher is to be devoted during the sabbatical year, the value of the work to the professional development of the teacher, and the benefits which will accrue to the School District as a result of the teacher's work during the sabbatical year. The Superintendent shall consult with a committee of two members, one member to be appointed by the School Board of the School District in which the teacher is employed and one member to be appointed by the Association, created for the purpose of reviewing the relative merits of the several applications. The Superintendent shall forthwith review the applications and shall thereafter, prior to December 15,

forward the applications together with their recommendation in writing that the applications be granted or denied, to the School Board of the School District in which the teacher is employed. In making the recommendation, the Superintendent shall take into consideration the relative merits of the application and of the other applications received from teachers in the School District. If more than two (2) requests are submitted, a lottery system will be used. Thereafter, the School Board, in its sole discretion, may grant the teacher sabbatical leave; provided, however, that the School Board shall notify the teacher in writing of its decision by February 15.

(b) The Superintendent in making the recommendation and the School Board in granting or denying an application shall take into consideration the following criteria:

1. length of service in the School District in which the teacher is employed;
2. general experience;
3. educational attainment;
4. major and minor fields of study;
5. certification endorsements;
6. annual performance evaluations;
7. the extent to which the teacher has participated in programs of educational advancement in the years of their employment in the School District;
8. the quality and completeness of the application;
9. the value of the work to which the teacher is to be devoted during the sabbatical period to the School District and professional development of the teacher;
10. the relationship of the work to which the teacher is to be devoted during the sabbatical period to the teacher's present and anticipated future teaching assignments;
11. the benefits which can be expected to accrue to the School District as a result of the teacher's completion of the work to which they are to be devoted during the sabbatical period;
12. economic considerations of the District.

(c) In the event a sabbatical leave application is denied, the applicant may request and shall be provided with a written statement explaining how the Board applied the criteria to decide to deny the application, and the basis of the denial in terms of the criteria listed hereinabove. The Board Chairperson, upon request, shall meet with the teacher to discuss the application and the decision not to approve.

(d) In the event that a teacher is granted sabbatical leave, the School District shall pay the teacher's salary and the full cost of insurance benefits, as hereinafter provided for the sabbatical leave; provided, however, that the payment of salary and benefits shall be conditioned on the teacher's immediate return to teaching duties in the School District upon the completion of the sabbatical year. In the event that a teacher is granted sabbatical leave, they shall, as a condition thereof, execute a teaching contract for a period of one year immediately following completion of the sabbatical leave for the teaching position held prior to the sabbatical leave, such position assignment subject to the other provisions of this Agreement. The contract shall provide that in the event that the teacher does not return to teaching duties in the School District immediately following the completion of the sabbatical period they shall refund to the School District all payments made by the School District on account of their salary and benefits during the sabbatical period except in those cases of the teacher's death, physical disability, or upon Board consent. In the event that the

teacher is unable to return to teaching duties as provided in the contract by virtue of physical disability, the obligation to return shall be postponed for the period of the disability, and they shall return to teaching duties immediately following the termination of the period of disability. All other benefits under this Agreement shall accrue to said teacher as though they had been present and teaching during the sabbatical period, except that while on sabbatical leave, a teacher is not eligible for course reimbursement or vertical or horizontal movement on the salary schedule pursuant to Article XXV. The Board reserves the right to withhold or recover all or part of the salary of a teacher returning from sabbatical leave who fails to fulfill the stated purpose. In instances where the failure to complete the sabbatical is due to extenuating and unforeseen circumstances beyond the control of the teacher, the teacher may meet with the Superintendent to request a modification. Any modification of the approved sabbatical shall be approved in advance by the Superintendent in writing.

(e) A teacher who has taken sabbatical leave shall not be granted another sabbatical leave for a period of six (6) years following their return to teaching duties in the School District.

(f) It shall be understood by any teacher applying for sabbatical leave that an application for a period of less than a full school year may be denied by the Board so as to avoid the interruption of instructional services during any school year, and that any application for a full school year sabbatical leave shall be preferable to an application for less than a full school year.

28.6 SPECIAL LEAVES

(a) Workers' Compensation—In the event that a teacher is absent because of an illness or injury for which they are paid weekly benefits under Workers' Compensation, they shall be entitled to use sick leave to maintain full pay. A teacher using annual or accumulated sick leave to maintain full pay shall have their sick leave reduced by one-third (1/3) of a day for each school day covered by Workers' Compensation. The teacher shall promptly endorse over and deliver to the School District all Workers' Compensation checks received by them for the school year.

(b) Bereavement Leave—A teacher shall be entitled to up to five (5) days of leave with pay in the event of a death in the teacher's immediate family for the purposes of attending the funeral of the family member. Immediate family should include the teacher's father, mother, spouse or qualified domestic partner, sibling, child, grandchild, grandparent, foster parent, foster child, step parent, step child, aunt, uncle, member of the household, and equivalent in-laws. In the event that a teacher elects to take such leave, they shall immediately notify the Superintendent or their Principal or Department Head. In the event of a death in the teacher's immediate family, further days of leave with pay may be granted by the Superintendent in their discretion.

(c) Leave for Association Duties—A teacher who is an officer of the Association and who is designated by the Association to attend a meeting or conference of the Vermont-National Education Association and/or the National Education Association, or to attend to other Association business, shall, upon notice in writing to the Superintendent, be granted, such paid leave days as may be necessary for such attendance or to attend to such business; provided, however, that (a) such leave be taken in increments of one-half day; and (b) the total number of such paid leave days taken by the teachers of the School Districts party to this Agreement in any school year shall not exceed twenty (20). The Association shall reimburse the individual School District for the cost, if any, of

hiring a substitute teacher to replace a teacher absent for the purpose of attending such a meeting or attending to such business.

(d) Service as Juror or Witness—A teacher summoned to serve as juror or subpoenaed to appear in court as a witness shall be granted leave for such court appearance; provided, however, that the teacher shall be paid for each day of jury duty or service as a witness an amount which, when added to the amount received as a juror's or witness' fee, will equal their pay for one day pursuant to the terms of their teaching contract. Leave without pay will be granted a teacher to permit appearance in court in connection with any legal proceeding in which they are a civil plaintiff, or a criminal defendant.

(e) Educational Conference—A teacher may be granted a leave of absence with pay for the purpose of attending educational or professional conferences or meetings. The granting of such leave of absence shall be within the discretion of the Superintendent, and the Superintendent may, at the time the leave is granted in their discretion, authorize the reimbursement to the teacher of reasonable expenses in attending such a conference or meeting.

(f) Public Service—A teacher who is elected to a state or federal office shall be entitled to a leave of absence, without pay, said leave of absence to begin upon their assumption of that office and to end at the beginning of the next academic semester following the expiration of the term of office; provided, that a leave of absence under this section shall be limited to one term in office. Any teacher elected to the Vermont General Assembly shall be entitled to a leave of absence in accordance with Section 496 of Title 21, V.S.A. A teacher granted a leave of absence under this section shall, upon returning to their teaching position, be credited with one (1) salary increment.

28.7 UNPAID LEAVES OF ABSENCE

(a) Unpaid Leave of Absence—A teacher may make written application to the School Board of the School District in which they are employed for an unpaid leave of absence. The School Board within its sole discretion may grant or deny such application upon such terms and conditions as it deems appropriate; provided, however, that in the event a teacher is granted such a leave of absence, unless otherwise agreed, they shall be reemployed upon return at the end of the leave of absence in the same position in which they were employed at the time the leave of absence began. Except in the case of an emergency, a teacher proposing to take an unpaid leave of absence shall make application therefore at least forty-five (45) school days in advance of the date upon which they propose to commence the unpaid leave of absence and the Board shall notify the teacher in writing of its decision at least thirty (30) days in advance of the date upon which the teacher proposes to commence the unpaid leave of absence.

(b) Leave of Absence Without Pay For Professional Development—A teacher may be granted a leave of absence without pay for the period of up to a school year for the purposes of professional development including, but not limited to, engaging in study or educational travel. The granting of such leave of absence shall be within the sole discretion of the School Board of the District in which the teacher is employed. In the event that the Board grants a teacher such a leave of absence, unless otherwise agreed, the teacher shall be re-employed upon their return at the end of the leave of absence in the same position in which they were employed at the time the leave of absence began. A teacher proposing to take such a leave of absence shall make written application therefore to the Board on or before April 15 in the event the leave of absence is to begin the

following September and on or before November 15 in the event that the leave of absence is to begin the following February. The Board shall notify the teacher in writing of its decision on or before May 15 or on or before December 15, as the case may be, following the receipt of the application. The application shall set forth in detail the professional development program to which the teacher proposes to devote the leave of absence and the benefits accruing to the teacher and the school system as a result thereof.

(c) Association Officer Leave—A teacher who is elected to a full-time paid office in the Vermont-NEA, or the NEA, shall be entitled to a leave of absence without pay for the duration of the term of office.

(d) Unpaid Leave Benefits—A teacher who takes an unpaid leave of absence shall not be entitled to earn sick leave days. However, upon return from such unpaid leave of absence a teacher shall be credited with the number of accumulated sick leave days to which they were entitled at the commencement of the leave. A teacher who takes an unpaid leave of absence shall be entitled to benefits provided under Article XXVII, Section 1, (a) and (f) provided the teacher remits to the District monthly, in advance, the premium payments. Any such participation shall be subject to the approval of the carrier.

ARTICLE XXIX **RETIREMENT**

29.1 Separation Benefit—A teacher who retires as a teacher in one of the School Districts comprising the Supervisory Union, who on June 30 of the school year at the end of which they are to retire shall have attained the age of fifty-five (55) years or at any time following the date on which the teacher becomes eligible for full retirement benefits, provided they have completed fifteen (15) years of continuous service in one (1) or more of the School Districts covered by this Agreement, shall be paid by a separation benefit; of Nine Thousand (\$9,000); provided, however, that the teacher gives notice in writing of their decision to retire to the Superintendent on or before January 15 of the school year at the end of which they are to retire. If a teacher gives notice in writing of their decision to retire to the Superintendent on or before August 1 of the school year at the end of which they are to retire, the separation benefit will be paid out over the last year.

A part-time teacher who retires as a teacher in one of the School Districts and who meets the above-stated criteria shall be eligible to receive a pro-rata separation benefit based upon an average full-time equivalency (f.t.e.) of all teaching experiences in one or more of the School Districts in the Supervisory Union.

29.2 The Board shall match each teacher's annual contribution to a 403(b) supplemental retirement plan. The board will match two (2%) percent of the teacher's annual base salary for all those teachers contributing a minimum of two (2%) of their annual base salary. The implementation of this benefit shall be determined by the Administration in consultation with the Association.

ARTICLE XXX
COURSE REIMBURSEMENT

30.1 The Board shall reimburse each teacher for the cost of tuition, required books, and fees for courses of academic study in an accredited degree or non-degree program, other courses, training or conferences which provide study in a teacher's area of licensure, or for re-licensure fees. Reimbursement for each contract year for each teacher shall be limited to the cost of a three (3)-credit course at the University of Vermont during the fall of such contract year. Each course of academic study shall be approved in advance and in writing by the Superintendent, and the teacher shall furnish the Superintendent with evidence of completion of each approved course for which reimbursement is sought. A grade of "B" or better in a graded course, or a grade of "Pass" in a non-graded course and a receipted bill for the tuition or other cost is required to be submitted before reimbursement will be distributed. Part-time teachers shall be entitled to reimbursement on a pro-rata basis.

Beginning July 1, 2003, teachers who are enrolled in a Master's Degree Program, a certificate of advanced study, or a program that leads to additional license endorsements that are relevant to their current or future teaching assignments shall be eligible for reimbursement of up to the cost of one (1) additional three (3) credit course each year at the current fall tuition rate charged by the University of Vermont, provided the teacher requests the additional tuition reimbursement on or before the previous March 1. Up to five (5%) percent of the teachers in each District shall be entitled to this benefit. If more than five (5%) percent of the District's teachers apply, the teachers who receive the benefit will be selected by lottery, and eligible teachers who do not receive the additional reimbursement that year will be given preference the following year.

30.2 Alternatively, a teacher who receives approval from the Superintendent may request prepayment at time of course registration. Upon such request the Board shall remit course payment upon such terms as are acceptable to the institution. If the course is not completed or the teacher does not achieve a "B" or better in a graded course, or a "Pass" in a non-graded course, then the teacher shall reimburse the Board for the full amount of payment made. Any teacher who fails to reimburse the Board as provided herein, shall have the amount deducted directly from salary.

30.3 With the approval of the Superintendent, and provided sufficient notice is given for budgetary purposes, a teacher may use up to the equivalent of two-years of tuition reimbursement in a single year. If the course is not completed, or the teacher does not achieve a "B" or better in a graded course, or a "Pass" in a non-graded course, then the teacher shall reimburse the Board for the full amount of payment made. Any teacher who fails to reimburse the Board as provided herein, shall have the amount deducted directly from salary.

ARTICLE XXXI
TRAVEL REIMBURSEMENT

31.1 A teacher who is required to travel in their own vehicle on official school business, either within the School District by which employed, or beyond the limits of that District, but not between two School Districts in the event that they are employed by both Districts; shall be reimbursed for such travel on a mileage basis at the rate per mile currently allowed by the Internal Revenue

Service; provided, however, that no teacher shall be reimbursed for mileage unless the trip for which reimbursement is sought has been authorized by the Superintendent, or their designee, in advance; and provided, further, that no reimbursement shall be paid hereunder for travel to and from Curriculum Days in-service training sessions or to and from any other in-service training sessions sponsored by the Supervisory Union including those Superintendent-Directed Days as provided in Section 4.8 hereinabove. If two equal courses are offered, the superintendent has the option to state that mileage will be paid to the nearest proximity.

ARTICLE XXXII **REIMBURSEMENT DAMAGE**

32.1 In the event a teacher elects to bring personal property with a replacement value of more than twenty-five (\$25.00) dollars onto the school premises for the purposes of classroom instruction such property shall be added to a building property roster by the teacher in the school office. Such roster list shall include the duration of the property's on-premise use, and its purpose and estimated value. The District shall not be responsible for any replacement costs after the end of the stated on-premise duration. The building Principal shall inform the staff of the existence and the location of the building property roster at the beginning of each school work year.

32.2 A teacher who suffers damage to personal property resulting from proven acts of vandalism within a school building, or a teacher who in the performance of duties suffers damage to clothing or personal property while in a school building and in the exercise of reasonable care, shall be reimbursed by the Board for the reasonable value of such damage. A teacher otherwise alleging the loss of or damage to personal property incurred on the school premises or in the performance of duties may present their claim to the Principal and the Board will consider reimbursement of the teacher for said loss or damage.

ARTICLE XXXIII **PROFESSIONAL CONSULTATION**

33.1 The Superintendent of Schools and the President of the Association shall consult and make those arrangements necessary to implement the following cooperative activities to enhance both the instructional program and the professional communication of the District's facilities:

(a) District Liaison Committee—The Board and the Association recognize the need for a continuing dialogue between the faculties of the Districts, the Administration and the Boards over matters of instruction, student achievement, professional development and other matters concerning the educational mission of the schools. To this end the parties agree to organize a W.S.E.S.U. District Liaison Committee with participants appointed by the Association and the Board, to meet from time to time to discuss issues of mutual interest and concern. The D.L.C. shall also consider the implementation of specific programs, including teacher assistance teams, curriculum coordination, recertification and in-service planning.

(b) Faculty Councils—Teachers in each building (administrative unit) in the various Districts shall be entitled annually to elect no more than seven (7) Association members assigned to each building to serve as the building Faculty Council. Each Faculty Council shall have the right,

from time to time, to meet and confer upon request with the building Principal, with any Supervisor, or with any Supervisory Union Administrator at mutually agreeable times. The agenda for such meetings may include faculty concerns, operational adjustments or any other matter of District or Supervisory Union operations.

33.2 Any dispute concerning the implementation of the aforementioned councils may be submitted to Article XIII Grievance Procedure, solely on the question of procedural compliance with this Article by the parties and not for the purpose of challenging the Board's right to frame or adopt policy pursuant to Article VII Management Rights.

ARTICLE XXXIV **PART-TIME TEACHERS**

34.1 A part-time teacher is a teacher who is hired to work for a work week that is less than thirty-seven and one half (37½) hours a week or a work year that is less than one hundred eighty-five (185) days.

34.2 A part-time teacher shall be paid a salary in an amount equal to the amount which they would have been entitled pursuant to the provisions of Article XXV hereinabove multiplied by a fraction the numerator of which is the number of hours they are hired to work a week and the denominator of which is thirty-seven and one-half (37½), or multiplied by a fraction the numerator of which is the number of days they are hired to work in the school year and the denominator of which is one hundred eighty-five (185), or multiplied by both fractions should the teacher be hired to work less than thirty-seven and one half (37½) hours a week and less than one hundred eighty-five (185) days in the school year.

34.3 Part-time teachers shall be entitled to leave of absence as provided in Article XXVIII hereinabove; provided, however, that the number of sick leave days to which a part-time teacher shall be entitled shall be determined as provided in Section 34.4 and provided, further, that part-time teachers who are hired to work less than less than ninety-two and a half (92½) days a school year shall not be entitled to leaves of absences as provided in Sections 28.5 (Sabbatical Leave), 28.6(c) (Leave for Association Duties), 28.7(b) (Leave of Absence Without Pay For Professional Development), 28.6(f) (Public Service), 28.7(a) (Unpaid Leaves of Absence), 28.7(c) (Association Officer Leave), and 28.4 (Maternity and Child Care Leave).

34.4 Part-time teachers who are hired to work twenty (20) or more hours a week or ninety-two and a half (92½) or more days a school year shall be entitled to sick leave as provided in Section 28.2; provided, however, that a part-time teacher shall earn paid sick leave days at the rate of one and one-half (1½) days for every twenty (20) school days worked in the case of part-time teachers hired to work less than one hundred eighty-five (185) days a school year and at the rate of one and one-half (1½) days for every one hundred fifty (150) hours worked in the case of part-time teachers who work less than thirty-seven and one-half (37½) hours a week. The number of sick leave days a part-time teacher may accumulate shall be determined (a) by multiplying the number one hundred fifty (150) by a fraction the numerator of which is the number of hours the part-time teacher is hired to work a week and the denominator of which is thirty-seven and one-half (37½) or (b) by multiplying the number one hundred fifty (150) by a fraction the numerator of which is the number of days the part-time teacher is hired to work in the school year and the denominator of which is one

hundred and eighty-five (185) days, or (c) by multiplying the number one hundred fifty (150) by both fractions should the teacher be hired to work less than thirty-seven and one-half (37½) hours a week and less than one hundred eighty-five (185) days in the school year.

34.5 Part-time employees who are hired to work less seventeen and one half (17.5) hours a week or less than ninety-two and one half (92½) days a year shall not be entitled to Health benefits provided under Sections (a), (c) and (f) of Article 27.1. The seventeen and a half (17.5) hours a week is relevant to 27.1a benefits only (health plans) pursuant to Act 11, Title 16 Education, Chapter 061, V.S.A. § 2101 et seq. Commission on Public Health Benefits.

34.6 Part-time employees who are hired to work more than seventeen and a half (17.5) hours a week or more than ninety-two and one half (92½) days a year may elect to receive benefits provided under Section (a), (c) and (f) of Article XXVII; provided, however, that the part-time teacher shall contribute to the cost of said benefits an amount equal to the difference between the cost of said benefits and an amount equal to the cost of said benefits multiplied by a fraction the numerator of which is the number of hours the part-time teacher is hired to work a week and the denominator of which is thirty-seven and one half (37½), or multiplied by a fraction the numerator of which is the number of days the part-time teacher is hired to work in the school year and the denominator of which is one hundred eighty-five (185), or multiplied by both fractions should the teacher be hired to work less than thirty-seven and one half (37½) hours a week and less than one hundred eighty-five (185) days in the school year.

34.7 In the event that a part-time teacher who is employed more seventeen and one half (17.5) hours a week, or more than ninety-two and one half (92½) days in the school year elects to receive the benefits provided in Sections (a), (c), and (f) of Article XXVII, however, the amount of the cost of said benefits which the part-time teacher is required to contribute under Article XXVII shall be deducted from the salary payments as provided in Article XXV.

34.8 The number of hours or days for which a part-time teacher is hired to work for the purposes of this Article XXXIV shall be the total number of hours or days the teacher works for one or more School Districts within the Supervisory Union.

34.9 A part-time teacher hired by more than one of the member Districts shall be entitled to those leaves and benefits they would otherwise be entitled to in the event all such employed hours were spent in a single employing District. The cost of such benefits shall be paid by each employing District in proportion to the amount of time the teacher is employed in said School District.

ARTICLE XXXV **MAINTENANCE OF STANDARDS**

35.1 Except as otherwise specifically provided in this Agreement, all conditions of employment and all benefits enjoyed by the teachers covered by this Agreement prior to the effective date thereof, as established by any rule, regulation, or past practice, shall continue in force during the term of this Agreement.

35.2 A past practice within the meaning of this article is one that is not inconsistent or at variance with an expressed term of this Agreement, is unequivocal, clearly enunciated and acted upon;

readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties; concerns a major condition of employment; is frequently done and is not done in error; and the essence of the activity is a benefit to employees and not an exercise of basic management function.

MISCELLANEOUS

ARTICLE XXXVI **CAMERA USE**

36.1 It is agreed by and between the Board and Association that cameras and microphones are used throughout the schools to provide a safe environment. Teachers will be notified each year if cameras and microphones are being used in the building. Information gathered by camera or microphone will not be used as evaluative criticism. Only administrators and security personnel will have access to information gathered using the cameras and microphones unless a crime or assault has occurred, at which time, information may be turned over to law enforcement.

ARTICLE XXXVII **DEFINITIONS**

37.1 For the purpose of this Agreement and the time limits set forth herein, the term “days” shall mean (a) during the school year, the days upon which the schools of the Windham Southeast Supervisory Union are in session and (b) during vacation periods, all days exclusive of Saturdays, Sundays, and the holidays set forth in Section 371 of Title 1, V.S.A. In computing any period of time prescribed in this Agreement, the day of the act, event, or occurrence from which the designated period of time begins to run shall not be included.

ARTICLE XXXVIII **NOTICES**

38.1 All notices or other communications required under any provision of this Agreement shall, until written notice to the contrary, be given or mailed to the Board, as follows:

School Board of the Windham Southeast School District (including the towns of Brattleboro, Dummerston, Guilford, and Putney), the Vernon Town School District, and the Windham Southeast Supervisory Union:

c/o Superintendent of Schools
Windham Southeast Supervisory Union
53 Green Street
Brattleboro, Vermont 05301

and to the Association, as follows:

The President
Windham Southeast Education Association, Inc.
Post Office Box 742
Brattleboro, Vermont 05302

ARTICLE XXXIX
PRINTING OF AGREEMENT

39.1 Upon the ratification of this Agreement by the Board and the Association, the Board, at its expense, shall have the Agreement printed and shall furnish the Association with five hundred (500) copies thereof and five hundred (500) copies of any amendments thereto. Representatives of the Board and the Association shall confer prior to the printing of the Agreement with respect to the format in which the Agreement is to be printed; provided, however, that the format in which the Agreement is to be printed shall be within the discretion of the Board.

ARTICLE XL
SEVERABILITY

40.1 In the event that any paragraph, Section, Subsection, provision, clause, or part of this Agreement shall for any reason become invalid, or be determined to be so by any court of competent jurisdiction, such paragraph, Section, Subsection, provision, clause or part hereof shall be deemed a separate, distinct, and independent provision, and such invalidity shall not in any way affect the validity of the remaining paragraphs, Sections, Subsections, provisions, clauses or parts of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

WINDHAM SOUTHEAST SCHOOL DISTRICT BOARD OF DIRECTORS

David Schoales
David Schoales, Board Chair

8 Feb 22
Date

VERNON TOWN SCHOOL DISTRICT BOARD OF DIRECTORS

Kerry Amidon
Kerry Amidon, Board Chair

2-14-22
Date

WINDHAM SOUTHEAST SUPERVISORY UNION BOARD OF DIRECTORS

Kerry Amidon
Kerry Amidon, Board Chair

2-21-22
Date

WINDHAM SOUTHEAST EDUCATION ASSOCIATION,
VERMONT-NATIONAL EDUCATION ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION

Peggy Maxfield
Peggy Maxfield, President

2-18-22
Date

Scott Davenport
Scott Davenport, Chief Negotiator

2-14-22
Date