

AGREEMENT

SPRINGFIELD BOARD OF SCHOOL DIRECTORS,

AND

SPRINGFIELD TEACHERS ASSOCIATION

September 1, 2019 through August 31, 2020

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ACKNOWLEDGMENT OF ARBITRATION

The Board and the Association understand this Agreement contains an agreement to arbitrate. After signing this agreement, the parties 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.

ARTICLE I RECOGNITION

1.1 The Springfield School Board of School Directors (hereafter the "Board") recognizes the Springfield Teachers' Association (hereafter the "Association") as the exclusive collective bargaining representative for the District's teachers as teachers are defined in 16 V.S.A. § 1981 (5) and § 1991 (b). The Association shall represent the teachers on matters of salary, related economic conditions of employment, terms and conditions of their professional services, procedures for processing complaints and grievance relating to employment, and any mutually agreed upon matters not in conflict with the statutes and laws of the State of Vermont. Excluded from the bargaining unit is any position falling under the definition of administrator as it appears in 16 V. S.A. § 1981(1). Also excluded from the bargaining unit are District Psychologists, Athletic Director, substitute teachers, long-term substitute teachers who are under contract with the District for eighty-nine (89) school days or less during a school year, and consultants who are hired pursuant to Article II §7.

1.2 Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to the definition of such term as set forth in 16 V.S.A. §1981 (5) and 1991 (b).

1.3 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II MANAGEMENT RIGHTS

2.1 The management of the School District, the operation and its buildings, and the direction of its staff members shall be solely within the responsibility and discretion of the School Board. All management rights and responsibilities which are not expressly surrendered or curtailed by the provisions of this contract shall be reserved to the School Board.

2.2 The School Board may take any action not in violation of any applicable provision of this contract in exercise of its management rights and responsibilities.

2.3 The School Board reserves the right to apply, establish, and change regulations and past practices provided it does not do so in an arbitrary or capricious manner.

2.4 The Superintendents and the President of the Association shall meet at least twice each year for the purpose of discussing matters of mutual concern that may arise during the life of the Agreement. Such meetings shall not be used to negotiate or renegotiate mandatory subjects of collective bargaining, nor shall such discussion in any way limit the right of the School Board to carry out its Management Rights under this Agreement.

2.5 The School Board previously held and continues to hold exclusive authority which shall not be subject to the grievance procedure or arbitration to: Determine the curriculum and activities it will engage in; determine the services it will perform; determine the number and location of buildings; the methods and procedures of instruction; establish quality standards; control and direct the supervision of instruction; determine the size and composition of the staff; create the new positions or change in the content of existing positions; determine whether to purchase or otherwise acquire materials and equipment; perform or otherwise acquire services; and make decisions regarding the sale, use, lease,

discontinuance or disposal of any part of its buildings, equipment, services and materials.

2.6 The District has the right to offer instructional services to students on or off-site through "distance learning," including interactive television and interactive technology. In no event, however, shall a distance-learning program be offered when the distance-learning program is used to replace or reduce currently employed teachers.

2.7 The School Board may contract with consultants to provide work normally done by members of the bargaining unit when no licensed teacher is currently on the recall list and no such licensed teacher is found after a "good faith" search. Prior to the employment of a consultant to do work usually done by a member of the bargaining unit, the Administration shall notify the Association, in writing, at least ten (10) calendar days prior to the contract offer to said consultant. It is agreed by the Board and the Association that the use of consultants to provide bargaining unit services is a necessary and temporary measure to provide services to students while the School Board continues to seek to employ a licensed person. The District's contract with said consultant may continue up to and including the end of that school year. The School Board agrees that the use of contracted consultants shall not replace or reduce a member of the bargaining unit. If bargaining unit work is required outside the normal workday or work year, it will be offered to bargaining unit members prior to hiring a contracted consultant.

2.8 The University of Vermont, Vermont State Colleges, Community College of Vermont, and other accredited institutions may offer post-secondary school courses to students both on and off-site.

ARTICLE III NO STRIKE

3.1 During the term of Agreement, neither the Association nor any employees shall engage in, or in any way authorize, encourage, instigate, aid, or sanction any strike, work stoppage, slowdown, walk-out, sit-down, concerted refusal to work overtime, or picketing if such conduct or action specifically relates to or affects the Springfield School District.

3.2 Violation of this section shall be considered just cause for disciplinary action subject to Article VI, Section 6.4.

3.3 The Board for its part agrees that it will not engage in or permit any lockout of teachers.

ARTICLE IV NEGOTIATION PROCEDURES

4.1 Between October 1 and November 15 prior to the termination of this Agreement, upon request of either party, the designated representatives of the Springfield School Directors shall meet with the designated representatives of the Springfield Teachers Association to negotiate a successor agreement. The first meeting may be delayed by mutual agreement of the parties.

4.2 The Board and the Association shall make available to each other for inspection at reasonable times and places records, data, and other information pertinent to the negotiations

4.3 Negotiating meetings shall be held at a time and place mutually agreed by the parties.

4.4 The parties agree that from the opening of negotiations until either final agreement is reached or a fact-finder's report is made public, no statements regarding the substance of the negotiations shall be made to the public or the media, except that any information concerning the proceedings and/or agreements made at a negotiating meeting will be released to the news media only as may be mutually agreed upon by the parties hereto.

4.5 When consensus is reached on a successor agreement, it shall be reduced to writing as a memorandum of understanding between the parties and submitted to the Springfield School Directors and the Springfield Teachers Association for ratification.

ARTICLE V DISPUTE PROCEDURES

5.1 If necessary, mediation and fact-finding will take place in accordance with VSA Title 16, § 2006 and 2007.

5.2 Six (6) representatives of the Association's negotiating team may be released from duty at reasonable times to attend any official mediation or fact finding hearing conducted as part of the Association-Board negotiations without loss of salary and/or other benefits.

5.3 In the event of mediation or fact-finding, the Association and the Board shall share the cost of the mediator or fact finder equally.

ARTICLE VI FAIR PRACTICES PROBATION DISCIPLINE & DISCHARGE

6.1 The Association agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without unlawful discrimination on the basis of race, creed, color, national origin, marital status, sex or sexual orientation, age, or disability, or any other legally protected status, and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.

6.2 The Board agrees to continue its policy of not unlawfully discriminating against any employee on the basis of race, creed, color, national origin, marital status, sex or sexual orientation, age, disability, or any other legally protected status, membership or participation in, or association with, the activities of any employee organization. Any grievance filed under this section of the contract cannot proceed beyond Step 2.

6.3 A teacher shall be on probation during his/her first and second school years of employment in the District provided the teacher receives a written evaluation each year that is based on at least two formal observations. If the District does not complete the observations as required, the teacher shall be deemed not on probation, and he/she shall be entitled to all the reemployment rights specified in the Agreement. The Non-Renewal of a probationary teacher's contract shall not be subject to the grievance and arbitration procedures of this Agreement. If the Association provides a mentor for a new teacher to aid and assist that teacher with the adjustment to teaching in the District's schools, the District agrees to make a reasonable amount of release-time available for the mentor to work with the new teacher. The release time for the mentor shall generally be granted as mutually agreed upon by the principal and

mentor.

6.4 Except as set forth in section 6.3 above, no teacher shall be disciplined, suspended, dismissed, or have his/her contract non-renewed except for just and sufficient cause. Evaluation, placement on a particular evaluation track, and placement of a teacher on a performance related probationary contract, unless the probationary contract includes the withholding of a salary increase shall not constitute discipline under this section. If a teacher is subsequently non-renewed, the entire evaluation procedure leading to non-renewal is subject to review in arbitration.

6.5 No claim of discrimination arising out of §6.1 and/or §6.2 shall be subject to grievance and arbitration under Article XVI unless the teacher and the Association shall have effectively waived any rights to pursue such claim in any other forum.

6.6 Nothing in this Agreement shall be interpreted as prohibiting a lawful agreement between the School District, an employee, and the Association from submitting issues to arbitration that are not deemed arbitrable under this Agreement.

ARTICLE VII INDIVIDUAL TEACHERS CONTRACT

7.1 The terms and conditions of employment of all teachers employed by the Board shall be set forth in a written contract. The individual contract shall not contravene nor be inconsistent with any provisions of this Agreement or the laws of the State of Vermont.

7.2 A teacher who is hired for ninety (90) or more school days to replace a teacher who resigns his or her position after June 1 for the next school year, or replaces a teacher on a Board approved leave of absence or sabbatical leave may be issued a non-renewable individual contract at the discretion of the Board. A teacher who has a non-renewable contract shall be fully informed of his/her contract status, and he/she shall be entitled to all terms and conditions of the Collective Bargaining Agreement except the right to have his/her individual contract renewed or to be laid-off and recalled under the provisions of this Agreement. The time worked under a nonrenewable contract shall count toward the teacher's probationary period as a full year and toward seniority on a pro-rated basis if the District subsequently hires him/her under a regular contract without a break in service.

7.3 Teachers who are on continuing contracts shall be notified on or before April 1 if the Board does not intend to renew their contract for any reason. Said notification shall be in writing, and it shall set forth the grounds for non-renewal. On or before July ^{15th} of the year in which a teacher's license expires, the teacher shall provide written proof to the Superintendent that he/she has either (1) been issued a Level I or Level II license for the next school year, or (2) that he/she has completed all requirements for such a license. To satisfy option (2) herein, the teacher must provide the Superintendent with written verification from the VT AOE that the teacher has satisfied all licensure requirements, or the teacher must provide the Superintendent with a copy of the correspondence documenting that the AOE has received all necessary materials needed to process licensure renewal. If the teacher fails to provide such proof by July ^{15th}, the Superintendent at his/her sole discretion may consider that teacher's individual contract null and void and the position vacant.

7.4 Experience Steps on the Salary Schedule shall not be granted if a successor agreement has not been ratified by the Board and the Association. Upon ratification, experience steps shall be

implemented retroactively unless the terms of the Agreement specify otherwise. Column changes for educational attainment shall be implemented pursuant to the terms of the Agreement regardless of the status of a successor agreement

7.5 All teacher contracts shall set forth the seniority category to which the teacher has been assigned. Additionally, all teachers will be notified of their specific assignment by the end of the school year. Teachers shall be notified of any subsequent changes in their assignments as soon as possible.

7.6 All teaching contracts covering regular assignments shall be effective the beginning of one school year to the beginning of the next school year as established by the Board approved calendar and shall be tendered on or before April 1 and returned with signature by May 1. Failure to return a signed teaching contract shall relieve the Board of the obligation to hold the position for the teacher, and such position shall be considered vacant.

7.7 Except as specified in Section 6.3 and 7.2, non-renewal of a teacher's contract shall be subject to the grievance procedures as set forth in this Agreement as hereinafter provided, and shall be initiated at the Superintendents' level.

ARTICLE VIII ATHLETICS AND EXTRA CURRICULAR ASSIGNMENTS

8.1 Supplemental contracts relating to coaching, extra-curricular, or any other activities beyond the regular teaching contract shall not be subject to the just and sufficient cause standard set forth in Article VI, section 6.4, and the Board shall have full discretion over the hiring, suspension, renewal, and termination of individuals in such positions. The actions of the Board in not renewing such supplemental contracts shall not be arbitrary or capricious. For coaching and extra-curricular assignments only, the rights specified under this Agreement will apply only when those assignments are filled by teachers currently represented by the Association.

8.2 Provided that coaching duties have been completed, the Board shall offer athletic coaches, on or by April 1, a written contract for the following year or written notice of their intent to non-renew the contract. For athletic coaching positions where activities are completed after April 1, the Board shall have until July 31" to offer such contracts or written notice of non-renewal. All written notices of non-renewal shall include reasons for the non-renewal.

8.3 For the term of this Agreement, additional compensation for extra-curricular activities and other activities shall be set forth in Appendix B of the Agreement that is attached hereto and made a part hereof. Step increments shall be given for approved experience in the extra-curricular activity, and such increment shall be based on the appropriate step of the BA column of Appendix A.

8.4 The percentage for determining coaches' salaries shall be applied to the BA column for the schedules in effect September 1 of a given year, as provided in Appendix B.

8.5 Nothing in this Agreement shall preclude the Board from creating new extracurricular positions during the term of the Agreement provided the Association is notified of the new position and offered the right to negotiate the appropriate placement on the coaching and extracurricular salary schedule. [Appendix B].

**ARTICLE IX
WORK YEAR. CALENDAR, SCHEDULES, HOURS**

9.1 The work year of teachers will not exceed one hundred and eighty-five (185) days. The work year will include at least one hundred and seventy-five (175) teaching days when pupils are in attendance and up to ten (10) in-service/professional development days. In-service/professional development days will include orientation days at the beginning of the school year, conference days, workshops, and any other days when teacher attendance is required. Teachers new to the District may be required to attend up to a total of a ten (10) more orientation days during their first two (2) years of employment, and they shall be compensated at the rate of eighty-five (85%) percent-of their per diem rate for each extra day of orientation.

9.2 The use of in-service/professional development days shall be jointly determined through a committee consisting of four Association representatives, four administrators, and the Superintendent. The committee's work shall be subject to approval by the Superintendent. District-wide or school-building committees may be used to recommend to the Association and administration the best utilization for the in-service/professional development days, and the number and use of the days may vary from school-building to school-building based upon that school's needs. Both the Association and the Board recognize the importance of both individual choice and needs-based district requirements in determining the use of in-service/professional development days and encourage this committee to seek a balance of both.

9.3 Prior to the calendar for the school year being finalized, the Superintendent will provide a draft to the Association President for comment.

9.4 Starting times and the normal in-school work day may vary for individual teachers to account for bus schedules, bus duty, faculty meetings, after-school conferences, and similar professional activities in accordance with reasonable educational or administrative requirements. The District may hire teachers on alternate schedules providing that such schedules fall within the school year calendar, are between 7AM and 5PM on Monday thru Friday, and are either voluntary or start at the first year of employment with the District.

9.5 Each teacher shall be entitled to a daily duty-free lunch period of at least thirty (30) consecutive minutes between the hours of 10:45 A.M. and 1:15 P.M.

9.6 Each classroom teacher in the elementary schools will be scheduled with a thirty (30) minute per day preparation period during the student day. This scheduling will thereafter be continued subject to the right of the Board, after consultation with the Association, to modify the scheduling where reasonably appropriate should the preparation period be found by the Superintendent to be responsible for substantial cost or educational or child supervision problems.

**ARTICLE X
TEACHER EVALUATION**

10.1 Teachers evaluation is a continuous process throughout the school year, and it includes both formal and informal classroom observations. All observations shall be conducted openly and only by appropriate school district personnel designated by the Superintendent. Formal classroom observations shall be conducted with the full knowledge of the teacher and with at least forty-eight (48) hours prior notice.

10.2 Teachers will be given a copy of any formal or informal observation report prepared by their supervisors within fourteen (14) calendar days of the observation. Twenty-four (24) hour notice will be given teachers prior to conferences with supervisors to discuss observation reports or an annual evaluation. No evaluation report shall be placed in a teacher's file or otherwise acted upon without a prior conference with the teacher, if requested. The teacher shall initial the observation report or evaluation prior to its inclusion in his/her personnel file. The specific provisions of this Section may be modified as per the Supervision and Evaluation document developed pursuant to Section 10.4, below.

10.3 Within ten (10) days of an observation report or conference, a new observation may be requested by the teacher. The new observation will be done as soon as possible, and not later than ninety (90) calendar days, by a supervisor other than the supervisor making the first observation, if requested by the teacher. This procedure shall not work to forestall timely notification of non-renewal.

10.4 Pursuant to the Board's Policy on Teacher Evaluation currently in force, the administration and the Association shall jointly recommend to the Superintendent specific procedures and guidelines for the fair and equitable observation and annual evaluation of teachers. Recommendations shall be developed by a joint Evaluation Committee consisting of an equal number of administrators, appointed by the Superintendents, and teachers, appointed by the Association. The committee, or its successor, shall also be charged with reviewing or revising the procedures and guidelines, when requested by the administration or the Association, and making appropriate recommendations to the Superintendents and the School Board.

10.5 The Board agrees to facilitate a "peer coaching" program as a professional development option for teachers. Teachers who are involved in peer coaching may request time off from their own class to participate in the process, and such requests for release time shall not be unreasonably denied. The peer-coaching program is solely for the improvement of instruction and to assist teachers in an examination of their teaching skills. Therefore, any information gained by a teacher during peer coaching may not be used in any disciplinary action against a teacher, nor may a peer coach be required or requested to testify against the coached teacher.

ARTICLE XI TEACHER PERSONNEL FILES

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

11.2 A teacher will have the right, upon reasonable request, to review the contents of his/her official,

personnel file located in the Central Office. Such review shall be in the presence of a person designated by the administration, and the teacher shall be entitled to receive, upon request, copies of non-confidential documents contained therein. A teacher will have the right to have a member of the Association with him/her during any such review. Only those persons who have official right and reason for doing so may inspect a teacher's file and said file shall not be open to public inspection except as provided by law. All material on file pertaining to a teacher shall be open for his/her inspection except confidential reference information.

ARTICLE XII SALARY SCHEDULE

12.1 Teachers shall be paid in accordance with schedule contained in Appendix A of this Agreement which is attached hereto and made a part hereof.

12.2 Teachers seeking advancement from one column to another on the salary schedule, Appendix A, because of increased educational background, will be eligible for advancement only if they have notified the Superintendent of their intention to do so no later than December 1 of the school year prior to the effective date of advancement. In the school year following the notification, column advancement on the salary schedule shall be effective immediately upon receipt, by the Superintendent, of certification of achievement thereof from a college or university for courses previously approved for salary credit by the Superintendent. Teachers who are new to the District shall be exempt from this notification requirement for changes to take place during their first year of employment.

12.3 Earned credits shall be considered for salary advancement if such credits are relevant to the teaching position and have been approved by the Superintendent prior to beginning the creditable work or are earned toward the teacher's approved degree program. Additionally, the teacher must also earn a minimum grade of "B" or "3.0" or "pass" if the course is only offered as pass/fail.

12.4 In addition to earned credits granted by an accredited college or university in accordance with the preceding paragraph, the Superintendent may grant up to nine (9) credits toward each vertical column on the salary schedule for other relevant and creditable experience.

12.5 Movement beyond the BA or MA columns must be based upon credits earned subsequent to the attainment to the highest degree.

12.6 Placement of teachers on the schedule shall be based upon the number of credits specified in the teacher's previous individual contract with the District and any credits approved by the Superintendent and earned since that contract was issued. The District shall have the right in any year to place new teachers with no experience on Step 2 of the appropriate salary schedule. Whether such a teacher will be placed on Step 1 or Step 2 shall be determined in the sole discretion of the Superintendent and the determination shall not be grievable. Except as noted above, teachers new to the District shall be placed on the appropriate step based on their prior teaching experience as determined by the Superintendent.

12.7 If summer or extended year teaching is required by a teacher's regular annual contract, that teacher will be paid based on his/her per diem rate as established by his/her current contract with the District. Teaching or other educational work that is not a part of the teacher's annual contract shall be voluntary. The payment for such activities, if not set forth in Appendix B of this Agreement, shall be established by the Superintendent. Additional teaching assignments that are not a part of a teacher's

individual contract with the School District shall be offered to teachers in order of their seniority beginning with the most senior, licensed teacher except when a teacher designs or develops a special program. In that event, the teacher who designed or developed the program will be given preference.

12.8 Any teacher who completes the requirements and receives National Teacher Certification shall receive from the Board the sum of One Thousand Dollars (\$1,000) to offset the cost of National Certification. In addition, the teacher with National Certification shall receive an annual stipend of One Thousand dollars (\$1,000) for each year that the National Certification is valid.

ARTICLE XIII ABSENCE AND LEAVE POLICY

Sick Leave, Personal Leave, and Bereavement Leave:

Absence Days

13.1 Each teacher will receive fifteen (15) paid absence days per year for absence due to personal illness, physical disability, including disabilities relating to or resulting from pregnancy, obtaining medical services, family illness, death or bereavement, religious observance, and personal business which can't reasonably be conducted during non-working hours. Absence due to personal business cannot be used to extend a holiday or a school recess period without prior approval of the Superintendent. Furthermore, absence days may not be used for the purpose of engaging in other paid employment, except as otherwise provided by this Agreement or with the prior approval of the Superintendent. Nothing herein shall be so construed so as to grant an absence day for personal business for the purpose of picketing a school district. Absence Days are intended to ensure that the health and personal needs of a teacher are met. As such, the District expects that teachers will schedule personal business at times that are outside the working day whenever possible. It is further understood that patterns of absence day usage that may indicate abuse of the system will be investigated by supervisors. Absence Days are not vacation days.

13.2 As much notification of absence shall be given to the teacher's building principal as circumstances will allow, the exception being for personal illness and unforeseen personal disability. When using an absence day before or after a vacation or school recess the teacher must specify the reason for that absence.

13.3 Once a teacher has been absent on three consecutive workdays under Section 13. 1, the Superintendent shall have the right to request a medical certification to verify the illness or disability resulting in absence leave.

13.4 An absence leave bank shall be maintained to provide paid absence leave for teachers who are themselves or their spouse or dependent child (as defined by IRS regulations) ill or disabled and whose accumulated absence leave is exhausted. For the purposes of this section, a disability is defined as being confined to a hospital or recovering from a serious illness and under the constant

care of a physician.

- a) Each teacher must be a participating member of the absence leave bank. New teachers shall contribute two (2) absence days at the beginning of the teacher's employment with the District.
- b) When the number of uncommitted days in the bank is zero or less, one (1) additional day shall be contributed to the bank by all currently employed teachers. Should a teacher not have sufficient accumulated absence days, the remaining balance due the bank shall be deducted from his/her accrual at the start of the following school year.
- c) Part time teachers shall contribute their days based on their current FTE.
- d) A teacher may file a written application to the STA to utilize the absence leave bank. The teacher shall have exhausted all of his/her personal accumulated absence days. The teacher must also take two consecutive unpaid days prior to the use of the bank. The application must include satisfactory proof of illness or disability. Such proof shall include a physician's statement. The number of absence leave bank days requested may not exceed the number of work days necessary to satisfy the long term disability elimination period.
- e) Application for use of absence day bank may not span multiple school years. A teacher collecting from the bank at the end of a school year whose need for the bank extends into the following school year must reapply to the bank if still eligible.

13.5 Absence days may be accumulated to 90 days. However, no more than accumulated absence days may be carried from one year to the next year. At the end of a year any accumulated days in excess of 75 will be dropped from the accumulation. Teachers who had 75 or more accumulated days as of June 30, 2011, shall retain said days to a maximum of 120 days until the teacher uses said days.

13.6 Upon retirement the teacher will be compensated for all accumulated absence days at the rate of \$20.00 per day. Such compensation may be paid as part of the first paycheck received in the month of August.

13.7 The Superintendent shall notify each teacher, in writing, of his/her accumulated absence days no later than the second payroll in October.

13.8 In the event of an illness or physical disability for which a teacher is unable to work and is paid benefits under the Worker's Compensation Act, the Board shall pay to such teacher the difference between his/her salary and the benefits received under the Worker's Compensation Act up to the limits of the teacher's accumulated absence days for the duration of such absence. In such cases, the teacher shall have only absence days deducted based upon the District's prorated cost.

13.9 Upon prior approval of the Superintendent, a teacher may receive full pay due to absence to attend professional meetings or conventions, to make professional visits, to represent the school system or to attend an approved summer school which begins after the students are out of school or which ends no later than the day before the first teaching day of school.

13.10 Such absence, as set forth in the preceding paragraph shall not be deducted from the teacher's accumulated absence days.

13.11 Unpaid military leave and reinstatement rights shall be granted as provided by State and Federal law. For short-term training-related activities, paid absence days may be used with the prior approval of the Superintendent.

13.12 A teacher shall receive full pay for each day absent due to jury duty and such leave shall not be deducted from the teacher's accumulated absence days. The teacher shall return to the district any fee or money received for such service except for travel expense or any other out of pocket expense.

13.13 Teachers shall be granted leaves of absence without pay not exceeding two (2) years with one extension not exceeding two (2) years guaranteed to serve in Vermont-NEA and National Education Associations (NEA).

13.14 Teachers who are parents may take Extended Family Leave which is a non-paid/no-benefit leave of absence for no longer than one year following the birth or adoption of a child. The teacher may not return to their position except at the beginning of the school year or the beginning of the second semester.

13.15 A leave of absence not otherwise provided may be granted by the Board at its discretion and with such terms and conditions as it may determine.

13.16 Leaves granted under sections 13.10, 13.11 and 13.12 shall, whenever possible, commence only at the beginning of a school year. All requests for leave or leave extensions under 13.11 (where service is voluntary), 13.13 and 13.14 shall be made, in writing, on or before May 1st of the year prior to the first academic year for which leave is requested. Requests received after May 1 will be considered only in unusual circumstances as determined by the Board. A teacher on a year-long leave of absence must notify the District of his/her intent to return to work for the subsequent school year by February 1 prior to returning.

13.17 Teachers returning to work from an unpaid leave of absence shall be entitled to restoration of those benefits in force at the time the leave was granted provided such benefits are still in force at the time of return.

13.18 Teachers returning to work from a paid leave of absence including sabbatical leave shall be entitled to benefits as if such teacher had worked continuously in the District.

13.19 When allowed by law, regulation, and by the carrier and/or the Teachers' Retirement System, a teacher on a non-paid leave of absence shall have the option to remain an active participant in the State Teachers Retirement System and all other fringe benefit programs provided by the School District by paying to the District the total amount required for said payments. It is understood that the District will accrue no liability for said payments. Prior to starting said non-paid leave the teacher will assume responsibility for timely payments for each benefit.

13.20 Leaves under the provisions of this Agreement which are also eligible leaves under a state or federal Family and Medical Leave Act (FMLA) shall run concurrently as both FMLA and contractual leave, and the more liberal of the provisions shall apply.

ARTICLE XIV SABBATICAL LEAVE

14.1 Upon recommendation of the Superintendent, a teacher may be granted sabbatical leave by the Board for approved programs or work toward the improvement of his/her professional qualifications that may include travel and/or study. Sabbatical leaves, when granted, shall be for the benefit of the individual and the School District.

14.2 Based on the salary the teacher would have received in his/her regular position during the sabbatical leave, the teacher may be granted a sabbatical leave at one-half (1/2) pay for a full-year or three quarters (3/4) pay for a half-year provided, when added to any other stipend or program grant, the total salary shall not exceed the individual's full salary for that year.

14.3 Hospitalization and insurance benefits shall be provided as though the teacher were teaching in the District. The teacher shall also be eligible for tuition reimbursement during the sabbatical leave in accordance with Article XIX.

14.4 Applicants for a sabbatical leave must have completed seven (7) years of service in the District prior to the leave, and a teacher must have a minimum of seven (7) years of service between sabbatical leaves.

14.5 Applications shall be made, in writing, by November 1 of the school year prior to the requested leave. Applications shall be delivered to the Superintendent and reviewed by an ad hoc committee consisting of the Superintendent, a Board member, and a teacher appointed by the Association. The committee shall make its recommendations to the Board, and the Board shall make its decision in regard to the applications on or before December 15. This section shall not be construed to guarantee that a sabbatical leave will be granted by the Board.

14.6 Upon completion of the sabbatical leave, the teacher shall be reinstated to his/her position, if it still exists, or to a substantially equivalent position available to him/her on the basis of seniority or qualifications. In the event of a full year sabbatical, the teacher shall be advanced vertically on the salary schedule as though he/she had been a regular teacher in the District.

14.7 Teachers granted a sabbatical leave shall agree to return to the District for two (2) years immediately following a full year sabbatical and one (1) year following a half year leave. This agreement shall be in the form of a legal loan covering salary paid during the leave period with the provision for repayment of that portion corresponding to any proportion of the post-leave requirement not served. This requirement shall be waived by the Board under special circumstances or in the event of serious illness or death.

ARTICLE XV INSURANCE

15.1 The Board shall carry Worker's Compensation insurance for the protection of all teachers.

15.2 Teacher eligibility for health insurance benefits under this Agreement shall be as follows:

- a) Part time teachers employed by the District prior to the 2016-17 school year are eligible provided that they work at least fifty(50%) percent of full time equivalency
- b) Full time teachers employed by the District prior to the 2016-17 school year are eligible but they will have their premium co-pay modified as per section c below should they become part time teachers
- c) Teachers hired by the District after the start of the 2016-17 school year are eligible provided that they work at least fifty (50%) percent of full time equivalency, however their premium co-pay will be modified as follows:
 - i. Teachers working at least fifty (50%) percent but less than seventy five (75%) percent will pay twice the co-pay percentage specified in Section 15.3 or 15.4.
 - ii. Teachers working seventy five (75%) percent but less than ninety (90%) percent will pay one and one half times the co-pay percentage specified in Section 15.3 or 15.4.

15.3 Teachers eligible for health insurance as per 15.2 may elect single, parent/child(ren), two person, or family coverage in any of the four plans offered by VEHI – Platinum, Gold, Gold CDHP, and Silver CDHP. Regardless of the choice of plan, the Board’s contribution to premium will be 81% of the premium for the applicable coverage under the Gold CDHP plan modified as per Section 15.2 for part time teachers.

15.4 For all teachers enrolled in the District’s health insurance plans, the Board shall make available a Health Reimbursement Account (HRA) arrangement providing a system of integrated claims submissions and auto payment to health care providers. The run-out period for the reimbursement of claims shall be 120 days after the end of the claims year. HRA funds will not rollover. The costs of administering the HRA will be paid by the Board. Teachers choosing single coverage will pay the first \$ 475 of out-of-pocket expenses for eligible medical and prescription deductibles, co-payments, and co-insurance with the Board then covering the next \$ 2,025 and the teacher then paying any additional amount depending upon the choice of health plan. Teachers choosing other than single coverage will pay the first \$ 950 of out of pocket expenses for eligible medical and prescription deductibles, co-payments, and co-insurance with the Board then covering the next \$ 4,050 and the teacher then paying any additional amount depending upon the choice of health plan. Prescriptions will be excluded from teacher first pay. Only medical costs will be subject to teacher first pay.

As of January 1, 2018 and for the 2018-2019 school years the Board agrees to use Health Equity as the third party administrator for its HRA and IRS 125 plans. After that time, the Board, by paying him TPA fee, shall have the exclusive right to choose third party administrators.

15.5 Teachers may change insurance coverage as allowed by VEHI or BC-BS regulations.

15.6 The Board shall provide an IRS 125 Plan for teachers who elect to make their health insurance premium payments, HRA out of pocket expenses, other medical expenses, and child-care expenses on a tax-sheltered basis.

15.7 The Board shall purchase a group-life insurance policy for each teacher with a face value of twenty-five thousand (\$25,000) dollars.

15.8 The Board shall provide group dental insurance in accordance with the terms and conditions

equivalent to Plan V of Northeast Delta Dental with coverage "C" with the maximum annual benefit increasing from twelve hundred (\$ 1,200) dollars to two thousand (\$2,000) dollars as of January 1, 2020. The Board may select a different carrier for such coverage provided the new plan provides equal or superior benefits.

15.9 The Board shall provide a long-term disability insurance plan which provides at least two-thirds (2/3) of a teacher's salary, up to the limit of the policy, in the event of a disabling illness or injury for a period of time as determined by the policy provisions, but not beyond age sixty-five (65). Payment from such coverage shall commence after ninety (90) calendar days of disability. During the ninety (90) day waiting period teachers may draw down their accumulated absence days. While collecting disability, teachers may not continue to draw down their accumulated absence days. The Board will pay eighty (80%) percent of the premium each year provided the increase cost to the Board for any one year does not exceed ten (10%) percent. Each teacher is required to participate in this coverage and pay his/her portion of the premium. Teachers who are employed for less than one half (1/2) time may be provided coverage within the discretion of the carrier. The conditions of coverage are as follows:

- a) Each eligible teacher shall apply for LTD coverage at the earliest possible time allowed by the carrier (i.e. so that the benefit will commence at the completion of the 90 day elimination period) and shall utilize this coverage as soon as benefits are authorized by the carrier.
- b) After a teacher has been receiving a combination of sick leave and LTD insurance benefits for a period of twelve (12) consecutive months, the District will no longer be responsible for contributing towards the premium costs of any insurance plan provided pursuant to this Agreement.
- c) Once a teacher has been receiving a combination of sick leave and LTD benefits for a period of twelve (12) consecutive months, said teacher shall no longer have automatic reinstatement rights.

15.10 The effective dates of the insurance coverage provided in this Article shall be September 1 through August 31.

ARTICLE XVI GRIEVANCE PROCEDURE

16.1 PURPOSE

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlement at any stage shall bind the immediate parties to the settlement, but it shall not be a precedent in a later grievance proceeding.

16.2 DEFINITIONS

- a) "Grievance" means an employee's, group of employees', or the employee's collective bargaining representative's expressed dissatisfaction, presented in writing, with aspects of employment or working conditions under a collective bargaining agreement or the discriminatory application of a rule or regulation, that has not been resolved to

a satisfactory result through informal discussion with immediate supervisors. (3 VSA 902(14))

- b) A "Teacher" is any person in the unit covered by this Agreement.
- c) An "Aggrieved Party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, or the Association.
- d) A time period of (15) calendar days shall be used for all grievance time limits.

16.3 SUBMISSION OF GRIEVANCES

- a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. If such grievance is not satisfactorily resolved within fifteen (15) calendar days, the aggrieved party may proceed to 16.3b.
- b) Each grievance shall be submitted to the appropriate administrator at the level where the alleged violation occurred via hardcopy on a form approved by the Board and the Association, and it shall identify the aggrieved party, the provision(s) of the Agreement involved in the grievance, the time and the place where the alleged events or conditions occurred, and a general statement of the redress sought by the aggrieved party.
- c) A grievance shall be deemed waived unless it is submitted within fifteen (15) calendar days after its occurrence or after a decision has been made at a grievance step.
- d) A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the administrator at the level where the alleged violation occurred.
- e) The Association may submit any grievance. If the grievance has district-wide application, it shall be submitted directly to the Superintendent at Step 1.

16.4 GRIEVANCE PROCEDURE

Step 1

The Administrator receiving the grievance shall respond in writing to each grievance received. If any aggrieved party is not satisfied with the response of the administrator or if no response is received within-fifteen (15) calendar days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.

Step 2

- a) In the event the Association is not satisfied with the statement of the Superintendent, it may, within the time limits prescribed in paragraph (c) of § 16.3 above, submit the

grievance to the School Board for its determination.

- b) The Association shall deliver to the Superintendent within the time limits prescribed in paragraph (c) of § 16.3 above, a detailed statement of its position with respect to the grievance.
- c) The Superintendent, or his designated representative, shall upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties, a written statement of his/her position, within the time limits prescribed in Step 1 (a).

Step 3

- a) In the event the Association is not satisfied with the statement of the Board with respect to a grievance, it may refer the grievance to arbitration within fifteen (15) calendar days of receipt of the Board's statement. Selection of the arbitrator and hearing and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- b) The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall the arbitrator have any authority or jurisdiction to add to, detract from or in any way alter the provisions of this Agreement. The decision of the arbitrator shall be binding.
- c) The cost for the services of the arbitrator will be borne equally by the School Board and the Association.
- d) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available. Individuals who are covered by this agreement do not have the right to invoke the arbitration procedure on their own initiative. The arbitration procedure can only be invoked by the Association on behalf of members of the unit.
- e) No grievance may be submitted to arbitration if the teacher involved has filed a charge or suit on the same issue with any State or Federal court or State or Federal agency or department. If such a charge or suit is filed after submission to arbitration, the Association shall immediately withdraw its arbitration claim.

ARTICLE XVII RIGHTS OF THE ASSOCIATION

17.1 The Association shall have the privilege to use such facilities and equipment which are normally located for teacher use within the school as well as school audio-visual equipment at reasonable times and upon appropriate request of the Superintendent provided that such use does not interfere with the teaching of pupils or interrupt normal school operations. Any cost for the use of materials or for the repair or replacement as the result of use of the equipment will be borne by the Association.

17.2 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere during school hours with the teaching of pupils or assigned duties, or interrupt normal school operations.

17.3 The Association shall have the privilege to use the teachers' lounge for the posting of notices of its activities and matters of Association concern. The Association may use the teachers' mailboxes for communications to teachers,

17.4 The Board agrees to deduct from the pay of each teacher who is eligible according to IRS regulations and who voluntarily signs and maintains in force a written authorization, on a form provided by the District to make deductions to cover the cost of his/her participation in a "tax sheltered" annuity plan

17.5 The Board agrees that the amount of Association regular membership dues may be deducted from member teachers upon presentation of voluntary dues deduction authorization forms signed by the individual teacher which shall continue in effect from year to year unless revoked in writing between June 1st and June 15th of any year. Such membership dues deductions shall be made during twenty-six (26) consecutive pay periods (or from each pay period if less than twenty-six (26) in equal amounts and will be forwarded to the Association Treasurer no later than ten (10) days following each pay period.

ARTICLE XVIII VACANCIES AND TRANSFERS

18.1 When a vacancy in any professional or extra-curricular position is to be filled within the District, a written notice of the vacancy shall be posted in each school building. The notice shall include a job description, required qualifications, and salary range. Notices of vacancies that occur between July 1 and the commencement of the next school year shall also be mailed to the President of the Association within five (5) days of the occurrence of the vacancy. For the purposes of this Article, a vacancy is defined as a new position, or a position made vacant by the transfer, termination, resignation, retirement, or death of the person who previously held the position. A leave of absence does not create a vacancy for the purposes of this Article.

18.2 The Board agrees not to fill a vacant position until at least -five (5) calendar days after the posting, or, if required, the mailing to the Association President. Teachers who are interested in transferring to a position that may become vacant during the summer will be considered if they give written notice to the Superintendent of their interest. Such notice should include their summer address, phone number, email address, a person to contact in their absence, and their areas of licensure.

18.3 Teachers employed by the District with equal or superior qualifications, as determined by the Superintendent, shall be given preference over applicants from outside the District. The requirements noted in Sections 18.1 and 18.2 shall not prevent or restrict the District from transferring one or more teachers into an opening(s) and then applying these provisions to the opening(s) created by said transfers. However, administrators will check the District's web-based Transfer Preference Sheet before making said transfers.

18.4 All teachers on annual teaching contracts will be eligible to apply for summer or extended year teaching positions. Hiring preference will be given to staff members who are certified and qualified by training and experience in the subject to be taught. However, if a teacher designs or develops a special summer program, that teacher will have first preference for the position. If no qualified candidate is available in the judgment of the Superintendent, candidates from outside the system will be considered. The Superintendent shall explain the reasons in writing why an internal candidate was not

selected for such a position.

ARTICLE XIX TUITION REIMBURSEMENT

19.1 The Board agrees to underwrite fully the tuition charges for previously approved courses and other approved in-service activities undertaken by any teacher when a grade of B or better is earned, or when ungraded work is accepted for graduate credit, or when "Pass" or "Satisfactory" is received when the course is offered on a pass-fail basis only. [Payments will generally be on a reimbursement basis, but if it is deemed by the Business Office that pre-payments of tuition will have minimal impact on the School District, pre-payment of tuition may be authorized.] Reimbursement of tuition charges for previously approved courses for which less than a B is received shall be one-half (1/2) of the charges. However, no reimbursement will be made for less than a C grade, and no reimbursement will be made for teachers on a one (1) year, non-renewable contract. Furthermore, a teacher who makes application will receive an interest-free loan to cover the cost of tuition for previously approved courses, up to the amount set forth in 19.4. If the teacher meets the grade requirements stated in the first paragraph of this section, the loan (or a portion thereof) will not be repaid.

19.2 The Board shall reimburse teachers for the full tuition cost of approved workshops up to a maximum cost of five hundred (\$500) dollars per year, unless otherwise agreed between the Superintendent and the teacher. The cost of workshop tuition and administrative fees, if any, shall be deducted from the teacher's tuition reimbursement amount in section 19.4. Workshops required by the District cannot be deducted from tuition reimbursement funds. Except in special circumstances approved by the administration, a teacher shall not be absent from school more than two (2) days per year to participate in workshops. Teachers shall be responsible for the timely submission of plans for the classes to be missed while attending a workshop.

19.3 Teachers who do not intend to use their entire tuition entitlement may, by December 15 of the current year, notify the School Board of their wish to contribute a set amount of the balance to a tuition reserve. Teachers who have exhausted their personal tuition entitlement may apply to the School Board for additional funds with the Superintendent's recommendation for additional course tuition payments. At its discretion, the Board may approve the amount requested or a lesser amount. Under this section, the Board is not required to expend more than the budgeted tuition reimbursement line item.

19.4 Except as specified below, teachers shall be required to reimburse the District moneys paid under the provisions of sections 19.1- 19.2 if the teacher does not return to the District for a one-year period. In no event, however, shall a teacher receive annually more than one thousand two hundred (\$1,200) dollars, or the cost of one, three credit course at the University of Vermont at its winter tuition rate, whichever is greater.

19.5 For teachers notified of layoff in accordance with the provisions of Article XXI there shall be no obligation to reimburse the District for moneys paid under this Article unless the teacher is recalled by the District on or before June 30 following the notice of layoff, and the teacher refuses recall.

ARTICLE XX

RETIREMENT

20.1 Any teacher who has at least twenty (20) years of service in the District, who announces his /her retirement, and has enrolled in the District's 403(b) plan, shall be eligible for a fourteen thousand five hundred (\$14,500) dollar retirement stipend. The stipend shall be paid in three equal annual installments to the individual or his/her estate on July 1 of the year of retirement and the following two years. Annual cash payments shall be made into the teacher's 403(b) plan or a similar qualified retirement account.

- a) The teacher must make application for the retirement stipend on or before January 1 of the calendar year of retirement. The Board shall have the power to waive the application date requirement. For the purposes of this section, retirement is defined as collecting a teacher's retirement pension.
- b) In addition, during the course of this Agreement, the Board may offer an early retirement incentive plan. Teachers who have already notified the District of their intent to retire shall be eligible for the early retirement incentive plan. The District may reduce the amount of the early retirement incentive plan by the retirement stipend.

20.2 A teacher with 15 or more years of seniority in the district may be granted emeritus status by the School Board on recommendation of the Superintendent. Emeritus status requires that:

- a) The teacher retires (i.e. collects a teachers retirement pension) officially at the end of the school year prior to the start of emeritus status.
- b) The teacher may be emeritus for no more than three years.
- c) The District will pay an emeritus teacher the maximum a teacher is allowed to earn by state statute while collecting a teacher's retirement pension, or forty (40%) percent of the his/her salary during the last year of employment preceding gaining emeritus status, whichever is less.
- d) The work year of the emeritus teacher will be two days per week or equivalent.
- e) The teacher would work in an assignment approved by the School Board upon recommendation by the Superintendent after discussions with the teacher and the Building Principal.
- f) A teacher selected for emeritus status will not be eligible for the early retirement stipend.

ARTICLE XXI REDUCTION IN FORCE

21.1 When it becomes necessary to lay off a teacher or a number of teachers, the teacher or teachers to be laid off shall be determined on the basis of the School District seniority. Layoff shall be by seniority in one or more of the following classifications:

- a) K-5 – Classroom Teacher
- b) 6-8 – Classroom Teacher by Department
- c) 9-12 – Classroom Teacher by Department
- d) K-12 – Special Teachers (e.g., art, music, PE, library) by that assignment (appropriate teaching license and endorsements are required).
- e) K-12 Support Teacher

- f) Special Education as follows:
 - i. Resource Room
 - ii. Occupational Development
 - iii. Speech/Language
 - iv. Early Essential Education
- g) K-12 Nurses

21.2 Seniority is defined as the total number of continuous (full time) years and months a teacher has served the Springfield School District. Effective September 1, 1994, seniority for part-time teachers will be credited on a pro-rata basis. The time spent on sabbatical leave will be part of continuous service. The time spent on (personal) unpaid leave will be subtracted from a teacher's total service, but it will not be considered an interruption of service. Effective September 1, 2017 time spent on unpaid leave for childbirth or adoption will not be subtracted from a teacher's total service. In the event of equal seniority, the greatest seniority shall be determined as follows:

- a) Prior years and months of service in the Springfield School District.
- b) The date the individual contract was signed by the teacher commencing his/her most recent period of continuous employment.
- c) Prior years and months of service in public school teaching.

21.3 A teacher whose employment is interrupted as a result of a layoff shall be considered as being on layoff awaiting recall and/or reappointment, and not a teacher whose employment was terminated. Teachers who are laid off and awaiting recall shall be recalled, in reverse order of layoff, as vacancies occur in their former seniority classification as listed in section 21.1. Teachers on layoff and awaiting recall may also be recalled as vacancies occur in positions outside their original seniority classification provided they are licensed and qualified, in the judgment of the Superintendent, to fill the vacant position. It is the responsibility of the teacher awaiting recall to inform the Superintendent of his/her areas of licensure outside of his/her original seniority classification. As long as any teacher is on layoff and awaiting recall, no hiring will be permitted in any classification except where no teacher on layoff is licensed and qualified, in the judgment of the Superintendent, to fill the vacant position or all licensed and qualified teachers awaiting recall decline the offer to fill the vacancy.

21.4 Any teacher eligible for recall and licensed for the vacant position shall be sent written notice by certified mail twenty (20) calendar days in advance of any deadline for filling a position. A teacher who has received a notice shall have ten (10) calendar days to accept or reject the position. A teacher who fails to respond within twenty (20) calendar days after the notice is mailed, or ten (10) calendar days after the notice was received, shall be deemed to have waived recall to the position. A copy of said notice shall be furnished to the Association. (To facilitate hiring of teachers for a new school year, the above notice and response dates shall be reduced to ten (10) and five (5) calendar days, respectively, after June 30 of any year.) Teachers on layoff and awaiting recall shall, if away during the summer, give notice to the administration of their summer address, phone number, email address, and a person to contact in their absence.

21.5 Any teacher on layoff shall retain recall rights for the number of years employed in the District prior to the layoff; not to exceed two (2) years. If a teacher declines recall to the seniority classification he/she was in at the time of layoff, he/she will be deemed to have waived recall rights. A teacher who declines recall to a different seniority classification within the District may refuse recall and continue on the recall list for balance of the stated period.

21.6 The Superintendent shall, within thirty (30) days after the beginning of the school year, provide an up-to-date revised seniority list to the Association. Any dispute over a teacher's seniority is subject to the grievance procedure as set forth in Article XVI and shall be initiated at Step 3.

21.7 Teachers on layoff shall receive preferential treatment for "substitute" positions upon notifying the Superintendent. When employed as a "substitute" the teacher shall receive the per diem rate of pay applicable to a substitute.

21.8 The teacher shall be responsible for informing the District of his/her address when he/she leaves the School District.

21.9 A teacher whose position is reduced in time shall be considered as having equal rights as a RIFed position, including, but not limited to, recall rights.

ARTICLE XXII MISCELLANEOUS

22.1 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed or offered employment by the Board.

22.2 Whenever possible, the Superintendent will provide the Association with the proposed agenda to be considered at each public meeting of the Board.

22.3 Whenever written notice to the Board is provided for in this Agreement, such notices shall be addressed to the Springfield Board of School Directors, do Superintendent of Schools, 60 Park Street, Springfield, Vermont 05156. Whenever written notice to the Association is provided for in this agreement, such notice shall be addressed to the President, Springfield Teachers' Association. Either party by written notice may change the address at which future written notices to it shall be given.

22.4 A teacher who is required to travel in his own vehicle on official school business shall be reimbursed for such travel at the I.R.S. rate.

22.5 Each teacher may elect, and is encouraged, to have his/her pay directly deposited to the financial institution of his/her choice by providing the District Business Office with the appropriate documents.

22.6 Teachers are required to survey their students requesting comments, feedback, and suggestions for instructional improvement. The teacher may also survey the students' parents. The administration will, upon request, be shown the survey material as evidence that it was distributed and received; but the content of the material shall remain the exclusive property of the teacher. The survey material provided to the teacher shall not be available to the administration unless it is voluntarily submitted by the teacher. Nothing in this Agreement bars the Board or the administration from soliciting feedback from parents and students provided the teacher or teachers are advised that such a survey is being conducted, the teachers are given access to all surveys that are received, and the purpose of the survey is neither arbitrary nor capricious.

**ARTICLE XXIII
FINALITY OF AGREEMENT**

23.1 The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter of collective bargaining and that the understanding and agreements arrived at by parties after the exercise of that right and opportunity are set forth in this Agreement which shall not be subject to negotiations, change or alteration unless mutually agreed to and executed in writing by the parties hereto.

**ARTICLE XXIV
SAVINGS PROVISION**

24.1 Should any part hereof or any provision herein contained by rendered or declared invalid by reason of any existing or subsequently enacted laws, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof, and such remaining portions shall remain in full force and effect.

**ARTICLE XXV
DURATION**

25.1 This Agreement shall be effective on September 1, 2019 and shall continue until August 31, 2020. Thereafter the Agreement shall automatically be renewed for one (1) year periods beginning each succeeding September 1 unless either party shall give notice of its desire to terminate or amend according to the provisions of Article II above.

IN WITNESS WHEREOF, the Board and the Association affix their hands and seals.

Springfield Board of School Directors

Springfield Teachers' Association

BY 

BY 

Date 5/24/19

Date 5/20/19

APPENDIX A
SPRINGFIELD SCHOOL DISTRICT
2019 – 2020

STEP	BA	BA+18	BA+30	MA	MA+18	MA+30
1	\$39,174	\$41,474	\$43,774	\$46,074	\$48,374	\$50,674
2	40,674	\$42,974	\$45,274	\$47,574	\$49,874	\$52,174
3	\$42,174	\$44,474	\$46,774	\$49,074	\$51,374	\$53,674
4	43,674	\$45,974	\$48,274	\$50,574	\$52,874	\$55,174
5	\$45,174	\$47,474	\$49,774	\$52,074	\$54,374	\$56,674
6	\$46,674	\$48,974	\$51,274	\$53,574	\$55,874	\$58,174
7	\$48,174	\$50,474	\$52,774	\$55,074	\$57,374	\$59,674
8	\$49,674	\$51,974	\$54,274	\$56,574	\$58,874	\$61,174
9	\$51,174	\$53,474	\$55,774	\$58,074	\$60,374	\$62,674
10	\$52,674	\$54,974	\$57,274	\$59,574	\$61,874	\$64,174
11	\$54,174	\$56,474	\$58,774	\$61,074	\$63,374	\$65,674
12	\$55,674	\$57,974	\$60,274	\$62,574	\$64,874	\$67,174
13	\$57,174	\$59,474	\$61,774	\$64,074	\$66,374	\$68,674
14	\$58,674	\$60,974	\$63,274	\$65,574	\$67,874	\$70,174
15	\$60,174	\$62,474	\$64,774	\$67,074	\$69,374	\$71,674

**APPENDIX B
 SPRINGFIELD SCHOOL DISTRICT
 COACHING AND EXTRACURRICULAR
 SALARY SCHEDULE**

1. The positions listed herein may or may not be filled, at the sole discretion of the Board.
2. Should a new position be created by the Board, the Association shall be notified in advance of the position, job description, and proposed compensation and have the right to consult with the Board prior to the position being posted.
3. All positions shall be paid a percentage of the BA column and will increase a step when step raises are granted to teachers.

COACHING:

Coaching salaries are based on a percentage of the appropriate step of BA column in Appendix A as follows:

CATEGORY	FALL	WINTER	SPRING
SHS Varsity Coach	8.5%	9.5%	8.5%
SHS Junior Varsity Coach	7.0%	8.0%	7.0%
SHS Assistant Coach	6.0%	7.0%	6.0%
RMS Head Coach	4.5%	5.0%	4.5%
RMS Assistant Coach	3.5%	4.0%	3.5%

1. As an exception, the SHS Golf coach will be paid 1% less than the spring rates listed above.
2. Coaches may progress to the top step of the BA column regardless of which position they hold.
3. Placement on the salary schedule for new coaches will be based on prior experience coaching the sport for which they are being hired.
4. Teachers employed by the District with equal or superior coaching qualifications as determined by the Superintendent shall be given preference over applicants from outside the District for coaching vacancies.

CO-CURRICULAR

Percentage of BA Column 3.5%	Percentage of BA Column 8.0%
SHS Class Advisors (2 per class)	SHS Music Director
SHS Student Council	Instructional Team Leader (All Schools)
SHS National Honor Society	SHS Management Team Leader
SHS Graduation Coordinator	SHS Guidance Director
SHS Lighting Coordinator	SHS Yearbook & Greenhorn Advisor*
SHS Drama (Per Production)*	Teacher Mentors
RMS Student Council	RMS Behavior and Climate Team Leader
RMS Yearbook Advisor	SHS Community Service/Advisory Coordinator
Lead Teacher	SHS Events Coordinator
VKAT, GSA, OVX Advisors	Elm Hill, Union PLC Leaders

Positions designated with an * are paid at 50% of the given rate if they are offered as a course.

1. The district retains the right to pay small stipends, up to \$ 200, for occasional, short term, and/or infrequent co-curricular activities.
2. Experience steps will be granted beginning with the contracts for the 2013-2014 school year.
3. Experience steps will be granted only for experience in the Springfield School District and only from the 2012-2013 school year forward.
4. Team Leader and Lead Teacher positions shall be compensated for their services in accordance with Appendix B of this agreement. The Superintendent shall have full discretion and authority over who is offered such positions. All Team Leader and Lead Teacher positions

will be posted annually.

5. In school buildings without an assistant principal, the Superintendent shall designate a lead teacher who shall assume administrative responsibilities in the absence of the principal. The lead teacher position shall be voluntary, and it shall receive an annual stipend equal to three and one-half (3.5%) percent of the BA Step 1 Salary.

OTHER: (Hourly Rate)	<u>2019-2020</u>
Curriculum work	\$31.18
Summer School Teaching	\$31.18
Driver Education	\$31.18

1. Unless otherwise negotiated, the hourly rate above will increase each year based on the average percentage across the board percentage increase negotiated for teacher salaries.
2. Special Education Extended Year Summer Program teaching will be paid at the teacher's per diem rate for the just completed school year.

MEMORANDUM OF AGREEMENT

The Board and the Association agree to the following provisions:

Teachers who worked full time in the District during the 2015-16 school year and who are reduced and employed part time during the 2017-18 or 2018-19 school years will maintain their health insurance premium contribution at the full time rate for those years.

Mary Ellen Schofield for as long as she is continuously employed as Sixth Grade teachers in the District or until she attains Middle School Licensure shall be considered to have seniority in the K-5 seniority classification should she suffer a reduction in force from the 6-8 seniority category.

A committee will be established to review the current grievance form and recommend updates to the Board and the Association.

