

# Agreement

RIVER VALLEY TECHNICAL CENTER BOARD OF SCHOOL  
DIRECTORS

AND

SPRINGFIELD TEACHERS ASSOCIATION  
VERMONT-NEA/NEA

September 1, 2021 through August 31, 2022

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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 River Valley Technical Center 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 of their professional services, procedures for processing complaints and grievances 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 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, Virtual Learning Cooperative teachers who work outside the normal school day, and consultants who are hired pursuant to Article II § 2.7.
- 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 term Director or Superintendent when used in this Agreement shall refer to the Director/Superintendent of the River Valley Technical Center. The term District shall mean the River Valley Technical Center School District.
- 1.4 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 Board's operation and its buildings and the direction of its staff members shall be solely within the responsibility and discretion of the Board. All management rights and responsibilities which are not expressly surrendered or curtailed by the provisions of this contract shall be reserved to the Board.
- 2.2 The 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 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 Director 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 Board to carry out its Management Rights under this Agreement.

- 2.5 The 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; the services it will perform; the number and location of buildings and methods and procedures of instruction; quality standards; the supervision of instruction; the size and composition of the staff; the establishment of new positions or changes in the content of existing positions; whether to purchase or otherwise acquire materials and equipment; perform or otherwise acquire services; and 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 through "distance learning," including programs of the Virtual Learning Cooperative, interactive television, and interactive technology when such programs are not available in the District, not economically feasible to offer as a part of the regular curriculum, or are part of an individualized or personal educational plan. Distance learning programs may be used to provide learning opportunities for students that increase the availability and accessibility to course work as long as they do not have a significant impact on currently employed teachers.
- 2.7 The 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 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 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 in the District.

**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 River Valley Technical Center 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 On or before-the-October 15<sup>th</sup> prior to the termination of this Agreement, at the request of either party, the designated representatives of the Board and the Association shall meet to negotiate a successor agreement. Prior to the start of the negotiations, the Chair of the Association's team and the Superintendent/Director will meet to discuss ground rules and coordinate the first meeting of the parties. 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 Ground rules will be developed by the negotiating teams. Those ground rules will address confidentiality, exchange of proposals, and public statements, as well as any other items as mutually agreed.
- 4.6 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 Board and the Association for ratification.

**ARTICLE V**  
**DISPUTE PROCEDURES**

- 5.1 If necessary, mediation and fact-finding will take place in accordance to with VSA Title 16, § 2006 and 2007.
- 5.2 Three (3) representatives of the Association's negotiating team may be released from duty at reasonable times to attend any official mediation or factfinding 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, gender identity, age, or disability, 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, gender identity, age, disability, or membership or participation in, or association with, the activities of any employee organization.
- 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 allowed an additional probationary year 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, 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 at a time that is agreed upon by the Director, mentor, and mentee and shall continue for a minimum of one year as required by state statute.
- 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, placement of a teacher on a performance improvement plan or a performance related probationary contract, unless the improvement plan or 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 XI 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 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 August 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 non-renewable 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 and who are in their first year of employment in the District shall be notified on or before April 15, and all other teachers who are on continuing contracts shall be notified on or before April 15 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.
- 7.4 A State of Vermont approved teaching license and endorsement(s) as well as approved HQT status, if applicable, must be on file in the Director's Office prior to the start of the school year.
- 7.5 Supplemental contracts relating to 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. The actions of the Board in not renewing such supplemental contracts shall not be arbitrary or capricious. The Board shall provide a statement of reasons within sixty (60) days after notification of non-renewal of such supplemental contracts provided that said supplemental contractual duties have been completed by April I. Notification of the intention not to renew supplemental contracts for activities that are to be completed later than April I shall be provided fifteen (15) days after said activity has been completed or before the end of the school year, whichever date comes first.

- 7.6 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
- 7.7 All teachers' contracts shall set forth assignment by R1F category unless such assignment shall not be feasible. The Director shall notify teachers of any change in their assignment as soon as possible.
- 7.8 All teaching contracts covering regular assignments and extra-curricular activities 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 15 and returned with signature by May 15.. Contracts of teachers in their first year of employment in the District that are to be renewed shall be tendered by April 15 and returned by May 15 with signature. 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.
- 7.9 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 Superintendent's level.

## **ARTICLE VIII**

### **WORK YEAR, CALENDAR, SCHEDULES, HOURS**

- 8.1 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 three (3) more orientation days during their first two (2) years of employment, and they shall be compensated at the rate of seventy-five (\$75) dollars for each orientation day that they attend. The Administration will work with Professional Development Committee of RVTC teachers, chosen by the Association, to determine the District's professional development needs. Five (5) professional development days shall be jointly planned by the Administration and the Committee.

- 8.2 The District will continue the present working hours in the school system during the life of the Agreement, unless an emergency or State law or regulation requires the changing of the school hours. Starting times and the normal in-school workday 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. At the Technical Center, programs may require teaching at times other than the normal school day or school year. In such an event, additional classes, or alternative workday or work year assignments, shall be offered to teachers who volunteer in order of their seniority beginning with the most senior licensed teacher. If there are no volunteers for such alternative work schedules, the least senior teacher shall be assigned provided notice has been given prior to the previous April 1 and possible alternatives have been discussed with the Association. The District and Association may negotiate flexibility in the working hours or working days of individual teachers as special educational or program needs may arise. However, no teacher shall have his or her individual workday or work year changed involuntarily from that stated in the Collective Bargaining Agreement.
- 8.3 The amount of teacher planning/preparation time shall be a minimum of forty (40) minutes per workday.
- 8.4 Each teacher shall be entitled to a daily duty-free lunch period of at least thirty (30) consecutive minutes between the hours of 11:00 A.M.-1:00 P.M.
- 8.5 The Board shall have the sole and exclusive right to change the length of the student day.
- 8.6 The work schedule of part-time teachers is the sole prerogative of the administration. Meeting the needs of students shall take priority. The administration will make every effort to avoid split shifts.

## **ARTICLE IX**

### **TEACHER EVALUATION**

- 9.1 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 Director. Formal classroom observations shall be conducted with the full knowledge of the teacher and with at least forty-eight (48) hours prior notice.
- 9.2 All evaluations will be conducted in accordance with the Supervision and Evaluation Procedures for Teachers. 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.
- 9.3 The administration and the Association shall jointly recommend to the Director specific procedures and guidelines for the fair and equitable observation and

annual evaluation of teachers.

- 9.4 The Board agrees to facilitate a school improvement model consistent with the State Board of Education's rules and regulations. This may include alternative experiences and supervision and evaluation protocols for experienced teachers. This could include, but is not limited to, action research projects, peer coaching, "Critical Friends Groups, coaching, etc. Teachers who are involved in these activities may request time off from their own classes to participate in the process, and such requests for release time shall not be unreasonably denied. The 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 X**

### **TEACHER PERSONNEL FILES**

- 10.1 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 Director and placed in the personnel file.
- 10.2 A teacher will have the right, upon reasonable request, to review the contents of his/her official, personnel file located in the Director's 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 School District persons who have the official right and a reason for doing so may inspect a teacher's file. Said file shall not be open to the public except as specifically required by law.

## **ARTICLE XI**

### **SALARY SCHEDULE**

- 11.1 Teachers shall be paid in accordance with schedules contained in Appendix A of this Agreement which are attached hereto and made a part hereof
- 11.2 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 Director of their intention to do so no later than November 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 Director, of certification of achievement thereof from a college or university for courses previously approved for salary credit by the Director. 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.

- 11.3 Teachers may seek advancement on the salary schedule through the Alternative Pathway Program. Advancement through this program may provide additional compensation to teachers who expand or improve their work or teaching skills and abilities by gaining additional practical, technical experience and/or participating in nontraditional learning situations. The Alternative Pathway Program provides an incentive for educators to gain current knowledge and skills that would benefit and enrich the learning environment for their students.

Credentialing must be issued by a recognized independent, industry, government, and/or trade organization, representing new learning which will enhance professional learning and outcomes for students. The teacher must seek prior approval for credentialing and for work which will impact movement on the salary schedule, notice of the intended move must be made prior to November 1. Hours of training will be converted at a rate of 15 training hours equaling 1 credit hour. The Director may seek guidance or advisement from industry, governmental, and trade representatives to verify that the credential or industry work experience is bonafide and valuable within the career field. Initial placement on the salary schedule, as well as teacher movement horizontally or vertically on the salary schedule shall be determined at the sole discretion of the Director and the determination shall not be grievable.

Horizontal movement to and beyond the Bachelors and Master's Degree columns via the "Alternative Pathway Program" shall be available to current teachers and newly hired teachers. Teachers with credentialing who meet the general provisions of this agreement shall move horizontally on the Salary Schedule without limits.

Vertical movement is available via the "Alternative Pathway Program" for work in a given industry or career field outside the teacher contract hours that will have a positive impact on the educational process with outcomes for students. Vertical movement will be granted at the same rate as is currently granted.

- 11.4 Earned credits shall be considered for salary advancement if such credits are relevant to the teaching position and have been approved by the Director prior to beginning the creditable work or are earned toward the teacher's approved degree program. A grade of "B" or 3.0 pass, or Satisfactory must be achieved for individual course credits to be allowed to count for Salary Credits and column advancement on the Salary Schedule.
- 11.5 In addition to earned credits granted by an accredited college or university in accordance with the preceding paragraph, the Director may grant up to nine (9) credits toward each vertical column on the salary schedule for other relevant and creditable experience. Such experience may include, but is not limited to, industry-recognized training. For every two (2) hours of training the District shall award one (1) hour of credit-worthy time. For the purpose of this Section, teachers must accumulate fifteen (15) hours of credit-worthy time

to earn one (1) salary credit.

- 11.6 Movement beyond the B or M columns must be based upon credits earned subsequent to the attainment to the highest degree. Teachers without a Bachelor's degree but with a Level 1 license will be placed in the ND+18 Column.
- 11.7 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 Director 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 Director and the determination shall not be grievable.
- 11.8 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/BS column of Appendix A.
- 11.9 The percentage for determining coaches' salaries shall be applied to the BA/BS column for the schedules in effect September 1 of a given year, as provided in Appendix B.
- 11.10 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].
- 11.11 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.
- 11.12 Teachers shall be paid bi-weekly beginning the last scheduled payroll on Friday in August. Teachers will be paid in equal installments through the first scheduled payroll in June and the remaining payroll checks will be given to the teachers at closeout. Payroll will be round up to the closest annual amount which is divisible evenly by twenty-six.

**ARTICLE XII**  
**ABSENCE AND LEAVE POLICY**

**Sick Leave and Bereavement Leave**

**12.0 Absence Days**

- 12.1 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 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 Director. 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 Director.

Nothing herein shall be so construed so as to grant an absence day for personal business for the purpose of picketing a school district.

- 12.2 After three (3) consecutive days of absence under Section 12.1, the Director shall have the right to request a medical certification to verify the illness or disability resulting in absence leave.
- 12.3 A teacher who has exhausted his/her annual and accumulated absence days and who has been without pay for three (3) consecutive days per occurrence due to a continuing illness, injury, or disability as verified by a physician, shall be eligible to receive his/her per diem salary, less the current rate paid to a substitute teacher, whether or not a substitute teacher was actually hired, for up to an additional sixty (60) work days or until the teacher begins receiving long-term disability payments under the District's insurance plan, whichever comes first.
- 12.4 Absence days may be accumulated to 135 days. However, no more than 120 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 120 will be dropped from the accumulation and the teacher will be compensated for those excess days at the rate of \$30 per day.

Teachers with perfect attendance for the school year will be paid a \$100 bonus. Perfect attendance is defined as not having used any absence days during that school year.

Upon retirement or when subject to a reduction in force, the teacher will be compensated for all accumulated absence days at the rate of \$30.00 per day.

In all cases above, such compensation may be paid as part of the first paycheck received in the month of August.

- 12.5 The Director shall notify each teacher, in writing, of his/her accumulated absence days no later than the second payroll in October.
- 12.6 As much notification of absence shall be given to the Director as circumstances will allow, 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.
- 12.7 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.
- 12.8 Upon prior approval of the Director, a teacher may receive full pay due to absence to attend professional meetings or conventions, to make professional visits, to represent the District, 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.
- 12.9 Such absence, as set forth in the preceding paragraph shall not be deducted from the teacher's accumulated absence days.
- 12.10 The District will honor all rights provided under State and Federal law for any teacher who enlists or is conscripted into the Armed Forces.
- 12.11 For short-term training-related activities, paid absence days may be used with the prior approval of the Director.
- 12.12 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.
- 12.13 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-NBA and National Education Associations (NEA).
- 12.14 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.
- 12.15 Leaves granted under sections 12.10, and 12.13 shall, whenever possible, commence only at the beginning of a school year. All requests for leave or leave extensions under 12.10 (where service is voluntary), and 12.13 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<sup>st</sup> will be considered only in unusual circumstances as determined by the Board.

- 12.16 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.
- 12.17 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.
- 12.18 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.
- 12.19 For the purposes of this Article, an employee who is on a leave that is covered solely by workers compensation is considered to be on an unpaid leave of absence.
- 12.20 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 XIII** **SABBATICAL**

- 13.1 Upon recommendation of the Director, 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 District.
- 13.2 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 (¾) 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.
- 13.3 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 XVI.
- 13.4 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.



- 13.5 Applications shall be made, in writing, by November 1 of the school year prior to the requested leave. Applications shall be delivered to the Director and reviewed by an ad hoc committee consisting of the Director, 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.
- 13.6 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.
- 13.7 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 XIV** **INSURANCE**

- 14.1 The Board shall carry Worker's Compensation insurance for the protection of all teachers.
- 14.2 Beginning January 1, 2021:
- 14.2a All health insurance benefits set forth are as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §§ 2101-2108.
- 14.2b All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative (VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.
- 14.2c All public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with an employer subsidy to pay for premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans (e.g., Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

- 14.2d Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.
- 14.2e Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible. Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.
- 14.2f An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy the following criteria and submit the attached affidavit to the district business office.
- 14.2g Domestic Partner/Child(ren) of Domestic Partner: The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and The employee and the domestic partner are 18-years old or older; and Neither the employee nor the domestic partner is married to anyone; and The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and The employee and the domestic partner are competent to enter into a legally binding contract; and The employee and the domestic partner have agreed between themselves to be responsible for each other's welfare. The employee may be required to produce documentary evidence in support of a Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership.
- 14.2h Child[ren] of Domestic Partner: The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and The child[ren] resides with the employee and the domestic partner; and The employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.
- 14.2i Duration of Insurance Availability: The health insurance offered as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §§ 2101-2108 shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect a district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.
- 14.2j The Board will contribute eighty (80%) percent of the Gold CDHP or eighty (80%) percent of the Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

- 14.2k For employees and their dependents enrolled in the VEHI Gold CDHP, the district will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through a HRA in the following amounts for teachers: \$2,100 for single-tier coverage and \$4,200 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP any other VEHI plan. For employees enrolled in the VEHI Silver CDHP, employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts for teachers: \$2,100 for a single tier and \$4,200 for all other tiers.
- 14.2l Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.
- 14.2m Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.
- 14.2n Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.
- 14.2o From 1/1/18 through 12/31/2020 the Board agrees to pay an 80% contribution towards an HRA for maximum out-of-pocket expenses with Teachers agree to pay a 20% contribution. The Board percentage contribution will be calculated from the total out-of-pocket exposure based on the VEHI Gold CDHP plan. The Teachers will be responsible for the first 10%, the Board will pay the next 80%, while the Teachers will pay the final 10%. The Board will be responsible for all HRA administrative cost
- 14.2p Teachers may change their insurance plan coverage as allowed by VEHI or Blue Cross-Blue Shield regulations.
- 14.2q Part-time teachers under contract who meet the eligibility requirements of the health insurance carrier but work less than fifty (50%) percent of the work week shall have forty (40%) percent of their health insurance premiums paid by the Board. Part-time teachers who work less than 50% of the work week and who elect the Dual Option Plan shall have their premium payment and rebates adjusted pursuant to §14.2(b) on a pro rata basis. Part-time teachers under contract who do not meet the eligibility requirements of the health insurance carrier shall not be covered by the District's health insurance plans.
- 14.2r A teacher is entitled to an annual payment of three thousand (\$3,000) dollars from the Board in lieu of health insurance payment, if the teacher elects not to have health insurance coverage through the District and has proof of health insurance coverage from another source. Payments will be made in two equal payments in the

first payroll of January and last payroll in June. If the eligible teacher separates from employment they will then be eligible for a pro-rated amount based on the month of separation. Enrolling/un-enrolling must follow the insurance policy rules and procedures.

- 14.2s For the 2017-2018 school year, teachers shall be permitted to enroll/un-enroll in the "In Lieu of" provision as described in Article 14.2(f) on a semi-annual basis. Teachers who enroll in the "In Lieu of" provision for only half of the 2017-2018 school year shall be eligible for a one thousand five hundred (\$1500.00) dollar payment. In this event, one-half of the school year will count as either: the duration the teacher is under the VEHI VHP plan (through 12/31/17), or the duration the teacher is under the new VEHI health plans (1/1/18 - 6/30/18). If a teacher selects the "in Lieu of" program for the full school year proof of health coverage from another source, for both the first and second half of the insurance year, must be provided.
- 14.2t The Board shall provide an IRS 125 Plan for teachers who elect to make their health insurance premium payments, other medical expenses, and child-care expenses on a tax-sheltered basis. Employees may rollover up to the maximum amount allowable by IRS regulations. Employees may make contributions based on current IRS guidelines.
- 14.2u The Board shall purchase a group-life insurance policy for each teacher with a face value of \$25,000.
- 14.3 The Board shall provide group dental insurance in accordance with the terms and conditions equivalent to Plan V of Northeast Dental with coverage "C." The maximum annual benefit shall be twelve hundred (\$1,200) dollars. The Board may select a different carrier for such coverage provided the new plan provides equal or superior benefits.
- 14.4 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 effective dates of the insurance coverage provided in this Article shall be January 1 through December 31.

**ARTICLE XV**  
**GRIEVANCE PROCEDURE**

15.1 **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.

15.2 **DEFINITIONS**

- a) A "Grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application, or a violation of Association or teacher rights to fair treatment.
- 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.

15.3 **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 ten (10) school days, the aggrieved party may proceed to §15.3b.
- b) Each grievance shall be submitted to the Director, in writing, 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) days after its occurrence.
- d)
  - 1. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the Director.
  - 2. The Association may submit any grievance. If the grievance has district wide application, it shall be submitted directly to the Director at Step 2.

## 15.4 GRIEVANCEPROCEDURE

### Step 1

- a) 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 one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Director.

### Step 2

- b) A time period of seven (7) school days shall be used between September 1st and the last day of the school calendar in June and a period of ten (10) calendar days for the remainder of the year through August 31st.
- c) The Director, or his/her designated representative, shall, upon request, confer with the aggrieved parties with respect to the grievance, and he/she shall deliver to the aggrieved parties a written statement of his/her position within the time limits prescribed in paragraph (b) of Step 2.
- d) The Association shall deliver to the Director within the time limits prescribed in paragraph (b) of Step 2 above, a detailed statement of its position with respect to the grievance.
- e) In the event the Association is not satisfied with the statement of the Director, it may, within the time limits prescribed in paragraph (b) of Step 2 above, submit the grievance to the Board for its determination.

### Step 3

- f) 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 seven (7) school days of receipt of the Board's statement if between September 1 and the last school day in June, or within ten (10) calendar days if between the last school day and August 31st.

Selection of the arbitrator, hearing and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- g) 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.

- h) The cost for the services of the arbitrator will be borne equally by the Board and the Association.
- i) 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 bargaining unit.
- j) 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 XVI**  
**RIGHTS OF THE ASSOCIATION**

- 16.1 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 Director 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.
- 16.2 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.
- 16.3 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,
- 16.4 Deductions may be made upon proper authorization to cover scheduled payment to the Windsor County Credit Union, and to cover premiums for disability income protection plans provided by the Horace Mann Insurance Company.
- 16.5 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
- 16.6 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.

- 16.7 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 processing, 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 an amount of money equivalent to the Association's costs for representation of each member of the bargaining unit. Such Agency Service Fees shall be no more than eighty-five (85%) percent of the current annual Association dues and assessments. The amount of the fee shall be certified to the Board by the Association by October 1 of each school year. Agency Service Fees shall be deducted in substantially equal amounts from the pay of the teacher beginning as soon as possible after the Association has notified the Board of the Agency Fee payers for that school year. Amounts deducted for Agency Fee payments shall be transmitted to the Association with withheld Association dues. An Agency Fee payer shall be eligible to join the Association, and upon joining, the Association will notify the Board to stop agency fee payments.

## **ARTICLE XVII**

### **VACANCIES AND TRANSFERS**

- 17.1 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.
- 17.2 The Board agrees not to fill a vacant position until at least ten (10) calendar days after the posting, or, if required, the mailing to the Association President. During the period from July 1 through the beginning of the school year, the posting period shall be reduced to five (5) days to expedite the filling of vacant positions for the new school year. 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 Director 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.

- 17.3 Teachers employed by the District with equal or superior qualifications, as determined by the Director, shall be given preference over applicants from outside the District.

## **ARTICLE XVIII**

### **TUITION REIMBURSEMENT**

- 18.1 The Board agrees to underwrite fully the tuition charges for previously approved courses and other approved 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. 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. Reimbursement for approved courses will be allocated to the fiscal year in which the course ends and grades are received. Notification of grades received shall be made within 30 days of expected course completion date. The teacher will notify administration if course completion date changes.

- 18.2 Unless otherwise agreed between the Director and the teacher, the Board shall reimburse teachers a total of up to the equivalent cost of 3 graduate credits at the current UVM winter rate to be used for professional development. Teachers who are enrolled in a course related to their teaching assignment and are in a recognized approved degree program (Associates, Bachelors, Graduate Level Degree Program, or Apprenticeship) shall be eligible to receive up to the equivalent cost of six (6) UVM graduate credits at the winter rate. This money shall be used for courses, workshops, conferences, and travel reimbursement related to workshops and conferences as follows:

- Up to the full amount for course work
- Up to \$800 for workshops and conferences
- Up to 50% of the workshop rate for travel for workshops and conferences

The cost of workshop tuition and administrative fees, if any, shall be deducted from the teacher's tuition reimbursement amount. Except in special circumstances approved by the administration, a teacher shall not be absent from school for 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.

- 18.3 With the Director's approval, teachers who have exhausted their personal tuition entitlement may apply to the Board for additional funds 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.

18.4 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 District, pre-payment of tuition may be authorized. A teacher may apply for an interest free loan to cover the cost of tuition for previously approved courses. If the institution accepts direct payment for classes, then the teacher is ineligible for the prepayment loan. Except as specified, teachers shall be required to reimburse the District moneys paid under the provisions of sections 18.1 - 18.3 if the teacher does not return to the District for a one-year period. Within one year of the loan, the teacher must furnish a grade report or repay the loan. If the teacher leaves the district prior to fulfilling the requirements of Section 18.1 then the amount of the tuition payment will be deducted from the teacher's final check.

18.5 For teachers notified of layoff in accordance with the provisions of Article XX 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 XIX**

### **RETIREMENT**

19.1 Any teacher who retires from the District and who has at least twenty (20) years of seniority in the District shall be eligible for a fourteen thousand five hundred (\$14,500) dollar retirement stipend. The stipend shall be paid in three equal annual installments available after July 1 of the year of retirement and the following two years Annual cash payments shall be made into the teacher's 403(b) supplemental retirement account, or a similar qualified retirement account.

The teacher must make application on or before November 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.

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.

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

1. 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.
2. The teacher may be emeritus for no more than three years.
3. 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.

4. The work year of the emeritus teacher will be two days per week or equivalent.
5. The teacher would work in an assignment approved by the Board upon recommendation by the Director after discussions with the teacher.
6. Health insurance would continue with the district paying the same portion as it would with other part-time employees.
7. A teacher selected for emeritus status will not be eligible for the early retirement stipend.

**ARTICLE XX**  
**REDUCTION IN FORCE**

- 20.1 When it becomes necessary to lay off a teacher or a number of teacher's, the teacher or teachers to be laid off shall be determined on the basis of District seniority. Layoff shall be by seniority by Department. The Departments are as follows: more of the following classifications:

Technical Center Departments as of the 2017-18 school year

Guidance
Special Populations
Culinary Arts
Audio and Video Production
Horticulture and Natural Resources
Human Services
Tech Essentials/Hands On Computers
Health Careers
Industrial Trades
Carpentry
Advanced Manufacturing/Engineering
Criminal Justice
Cooperative Education
Business and Financial Services
Integrated Pre -Technical Studies
Math - No longer a position as of FY21

20.2 Seniority is defined as the total number of continuous (full time) years and months a teacher has served the Springfield School District and the River Valley Technical Center 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. 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 and River Valley Technical Center 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.

20.3 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 20. I. 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 Director, to fill the vacant position. It is the responsibility of the teacher awaiting recall to inform the Director 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 Director, to fill the vacant position or all licensed and qualified teachers awaiting recall decline the offer to fill the vacancy.

20.4 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.

- 20.5 Any teacher on layoff shall retain recall rights for the number of years employed in the District prior to the layoff; not to exceed three (3) years. If a teacher declines recall to the position he/she held at the time of layoff, he/she will be deemed to have terminated his/her employment. A teacher who declines recall to a different position within the District may refuse recall and continue on the recall list for the stated period.
- 20.6 The Director 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 XV and shall be initiated at Step 3.
- 20.7 Teachers on layoff shall receive preferential treatment for "substitute" positions upon notifying the Director. When employed as a "substitute" the teacher shall receive the per diem rate of pay applicable to a substitute.
- 20.8 The teacher shall be responsible for informing the District of his/her address when he/she leaves the District.
- 20.9 A teacher whose position is reduced in time shall be considered as having equal rights as a RIF position, including, but not limited to, recall rights.

#### **ARTICLE XXI** **MISCELLANEOUS**

- 21.1 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.
- 21.2 Whenever possible, the Director will provide the Association with the proposed agenda to be considered at each public meeting of the Board.
- 21.3 Whenever written notice to the Board is provided for in this Agreement, such notices shall be addressed to the River Valley Technical Center Board of School Directors, c/o Director of the RVTC, 307 South 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.
- 21.4 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. No teacher shall be required to transport a student in his/her personal vehicle nor will this be a condition of employment. Use of a center vehicle is available.
- 21.5 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 Director, candidates from outside the system will be considered. The Director shall explain the reasons in writing why an internal candidate was not selected for such a position.

21.5 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 Director. Additional teaching assignments that are not a part of a teacher's individual contract with the 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.

21.6 CTSO Stipends shall be paid at the following:

<b>CTSO</b>	<b>Stipend</b>
State Competition Overnight	\$100 per night
Center wide Advisor:	
Skills USA	\$1,250
DECA	\$1,000
FFA	\$1,000
NTHS	\$1,000
RVTC Website	\$1,000
National Competition	\$100 per night
Teachers who, with Superintendent/Director approval, bring students to education events outside contract days.	Summer Work Rate up to 6.5 hours per day. See Appendix B

**ARTICLE XXII**  
**FINALITY OF AGREEMENT**

22.1 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 XXIII**  
**SAVINGS PROVISION**

23.1 Should any part hereof or any provision herein contained be 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 XXIV**  
**DURATION**

24.1 This Agreement shall be effective on September 1, 2021 and shall continue until August 31, 2022. Thereafter the Agreement shall automatically be renewed for one (1) year periods beginning each succeeding September I unless either party shall give notice of its desire to terminate or amend the Agreement according to the provisions of Article II above.

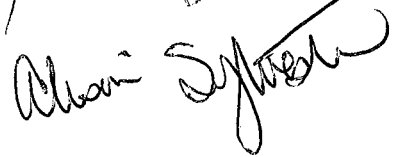
IN WITNESS WHEREOF, the Board and the Association affix their hands and seals this day of JUNE <sup>30<sup>th</sup></sup> 2021 at Springfield, Vermont.

River Valley Technical Center School District  
Board of Directors

By: 

Springfield Teacher's Association  
Vermont-NEA / NEA

By: 



**APPENDIX A**  
**SALARY SCHEDULE**

<b>NEW MONEY 2.47%</b>								
<b>2021-2022</b>								
	\$ 1,536	\$ 1,654	\$ 1,772	\$ 1,772	\$ 1,772	\$ 1,772	\$ 1,772	\$ 1,772
<b>STEP</b>	<b>ND</b>	<b>ND+18</b>	<b>BA/ND+36</b>	<b>BA+18</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+18</b>	<b>MA+30</b>
1	\$ 41,911	\$ 43,797	\$ 45,768	\$ 47,827	\$ 49,980	\$ 52,229	\$ 54,579	\$ 57,035
2	\$ 43,447	\$ 45,451	\$ 47,540	\$ 49,600	\$ 51,752	\$ 54,001	\$ 56,351	\$ 58,807
3	\$ 44,983	\$ 47,105	\$ 49,312	\$ 51,372	\$ 53,524	\$ 55,773	\$ 58,123	\$ 60,579
4	\$ 46,519	\$ 48,759	\$ 51,084	\$ 53,144	\$ 55,296	\$ 57,545	\$ 59,896	\$ 62,352
5	\$ 48,055	\$ 50,413	\$ 52,857	\$ 54,916	\$ 57,068	\$ 59,318	\$ 61,668	\$ 64,124
6	\$ 49,591	\$ 52,067	\$ 54,629	\$ 56,688	\$ 58,841	\$ 61,090	\$ 63,440	\$ 65,896
7	\$ 51,126	\$ 53,721	\$ 56,401	\$ 58,461	\$ 60,613	\$ 62,862	\$ 65,212	\$ 67,668
8	\$ 52,662	\$ 55,375	\$ 58,173	\$ 60,233	\$ 62,385	\$ 64,634	\$ 66,984	\$ 69,441
9	\$ 54,198	\$ 57,029	\$ 59,946	\$ 62,005	\$ 64,157	\$ 66,406	\$ 68,757	\$ 71,213
10	\$ 55,734	\$ 58,684	\$ 61,718	\$ 63,777	\$ 65,930	\$ 68,179	\$ 70,529	\$ 72,985
11	\$ 57,270	\$ 60,338	\$ 63,490	\$ 65,549	\$ 67,702	\$ 69,951	\$ 72,301	\$ 74,757
12	\$ 58,806	\$ 61,992	\$ 65,262	\$ 67,322	\$ 69,474	\$ 71,723	\$ 74,073	\$ 76,529
13	\$ 60,342	\$ 63,646	\$ 67,034	\$ 69,094	\$ 71,246	\$ 73,495	\$ 75,846	\$ 78,302
14				\$ 70,866	\$ 73,018	\$ 75,267	\$ 77,618	\$ 80,074
15						\$ 77,040	\$ 79,390	\$ 81,846
16								\$ 83,618
17								
18								
LONG								



**APPENDIX B**  
**RIVER VALLEY TECHNICAL SCHOOL DISTRICT**  
**EXTRA-CURRICULAR SALARY SCHEDULE**

<b>POSITION</b>	<b>COMPENSATION</b>
SkillsUSA – Center Advisor	\$1,250
DECA, FFA, NTHS, and RVTC Website Management	\$1,000
New Teacher Mentor	\$400
VTVLC Dean of Students	Reimbursed per diem rate for up to 25 days
Curriculum/Summer Work	<b>FY 22 RATE - \$33.27</b>
Overnight State and National Competition Compensation	\$100 per night
Educational Events Outside Contact Days – 6.5 hours per day at Summer Rate	

Unless otherwise negotiated, the hourly rate above for Curriculum/Summer Work will increase each year based on the average percentage across the board percentage increase for teacher salaries.