

AGREEMENT

between

**The Boards of School Directors for the
Following School Districts and Grand Isle Supervisory Union –
Alburgh, Champlain Islands Unified Union, South Hero and the Grand
Isle Supervisory Union**

and

**The Grand Isle Supervisory Union Education Association
Vermont-NEA/NEA**

July 1, 2020- June 30, 2022

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ACKNOWLEDGMENT OF ARBITRATION

IN ACCORDANCE WITH 12 V.S.A. SECTION 5652 (b), THE BOARD AND THE ASSOCIATION UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS AGREEMENT, THE BOARD AND THE ASSOCIATION UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN THIS ARTICLE.

ARTICLE I RECOGNITION

- 1.1** The Board hereby recognizes the Grand Isle Supervisory Union Education Association/VT-NEA/NEA for the purpose of collective bargaining negotiations pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, as the sole and exclusive representative of the individual teacher bargaining units of the following School Districts and the Supervisory Union: Alburgh, Champlain Islands Unified Union, South Hero and the Grand Isle Supervisory Union (hereinafter “Boards” or “Districts”). These bargaining units are composed of “teachers,” as certified by the Vermont Department of Education, excluding administrative personnel as defined by Chapter 57 of 16 V.S.A., teacher aides, and non-contracted substitute teachers.
- 1.2** Throughout this collective bargaining agreement (the “Agreement”), reference to the Board(s) or District(s) shall be deemed to refer to each of the four (4) individual Boards and Districts noted in §1.1 of this Agreement. As such, where action by the referenced Board or District is required, such action, unless otherwise expressly noted, shall be the action of each individual Board and/or District relative to that District’s teachers or local bargaining unit.

ARTICLE II RIGHTS OF THE ASSOCIATION

- 2.1 FACILITIES:** The Association shall have the right to use such facilities and equipment as are normally available for teacher use within the school provided such use does not interfere with the teaching of students or interrupt normal school operations.
- 2.2 BUSINESS:** Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided the conduct of said business does not interfere with the teaching of students, normal school operations, or respective school policies in effect. It is specifically understood and agreed that teachers shall not discuss with students any issues related to their terms and conditions of employment or the collective bargaining relationship between the Board and the Association.
- 2.3 NOTICES:** The Association shall have the right to use an area in the school, location as mutually agreed upon by the Association and the Principal, for the posting of notices of its activities and matters of Association concern. The Association may use staff members' mailboxes, subject to the same limitations noted above, to distribute information to teachers.

**ARTICLE III
RIGHTS OF THE BOARD**

- 3.1** It is herein agreed, that except as specifically and directly modified by the express language in a specific provision of this Agreement or otherwise mutually agreed to, in writing, between the parties, the determination of educational policy, the operation and management of the schools, and the control, supervision, and direction of the staff are vested exclusively in the Board.
- 3.2** The Board's exercise of any retained right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

ARTICLE IV SCHOOL YEAR AND HOURS

4.1 WORK YEAR: The work year for teachers shall extend from July 1 through June 30 and shall consist of the total number of work days noted below, up to 179 of which may, at the discretion of the Board, be used for student instruction. All workdays will be scheduled by the Board.

The work year will be 187 days in each school district. 179 days shall be student instruction days. Eight (8) days shall be scheduled in-service days, and two (2) of those eight (8) will be set aside for full-day parent-teacher conferences. The remaining six (6) in-service topics and agenda shall be set by the Superintendent with recommendation from any teacher wishing to so offer or the Curriculum Leadership Councils and their successors.

In addition to the days noted above, with a two (2) week notice, the District may assign some or all teachers one (1) additional day per year provided the teachers are paid at their individual per diem rate.

4.1(A) Calendar: The Superintendent will share a draft of the master calendar for the upcoming school year with the Association for feedback prior to the calendar being approved by the Boards.

4.2 Except for scheduled faculty meetings, teachers shall not be required to work in excess of eight (8) hours per day, including the duty-free lunch period provided for in section 4.4 of this agreement. The eight hour day shall start no later than 7:30 A.M.

There will be only 1 faculty meeting per week and it will end within 75 minutes of the end of the school day.

Teachers may be assigned recess, lunch, and/or bus duties as scheduled by the respective administration on a rotating basis. No teacher will be required to do more than 4 duties per week. Principals will make every effort to assign duties in an equitable manner.

4.2(B) Prep Time: Each school district shall provide a minimum of a daily forty-five (45) minutes continuous preparation time, during the student day. Not to be used for mandatory meeting time.

4.3 PART-TIME TEACHERS: Teachers employed on less than a full-time (1.0 FTE) basis shall be considered part-time teachers. A part-time teacher shall have his/her compensation and benefits pro-rated based upon the percentage of full-time

professional responsibilities performed by a full-time teacher. The prorating for a part-time teacher shall be based upon the work day hours over the work year of the district at which the teacher is employed.

- 4.4 DUTY- FREE LUNCH:** Each teacher shall have a continuous daily, thirty (30) minute duty-free lunch period. Note: in order that their time and energies, to the greatest extent possible, be devoted to student instruction and preparation for same, Alburgh teachers shall not be required to perform lunch supervision.
- 4.5** No teacher shall be requested or required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health, safety, or well-being. Health and safety standards/conditions of employment will be as defined by state and federal law/regulation.
- 4.6** The Board shall make effort to adhere to state department of education guidelines for class sizes. This section shall not be subject to a grievance.
- 4.7 Movement:** When a teacher is required to move their primary workspace the teacher shall receive up to 3 (three) days per diem pay, for the work packing, moving, and unpacking the classroom, which extends his/her number of contracted days.

ARTICLE V TEACHER EVALUATION/COMPLAINTS

- 5.1 PROCEDURE:** The evaluation plan/document and related observation schedule shall be developed, modified and implemented by the District, after consultation with the Association. All formal monitoring or observation of the work performance of a teacher will be conducted openly to provide for full knowledge of the teacher. All probationary teachers will be evaluated according to Article 6.
- 5.2 ACKNOWLEDGMENT:** Following any classroom observation or evaluation conducted by a superior, said administrator/superior shall schedule a post-observation conference with the teacher within ten (10) days after the observation to discuss the written evaluation report before it is finalized. Within ten (10) days of this conference, the teacher will be provided a copy of the final evaluation report and, within five (5) days of receiving the final report, the teacher may request an additional conference to discuss said report. Teachers have the right to attach comments to the evaluation before signing. Only after this procedure has been fully complied with shall a teacher be requested to sign the completed evaluation document. If a teacher should refuse to sign an observation report or evaluation form, that refusal and the date shall be noted by the administrator prior to the evaluation report being placed in the teacher's personnel file.
- 5.3 COMPLAINTS:** Any complaint regarding a teacher made to any member of the administration or Board by any parent, student, or other person, which is used in any manner in evaluating a teacher, shall be reduced to writing, called to the attention of the teacher, and promptly investigated. The teacher will be given an opportunity to respond to and/or rebut such complaint. Inclusion of such materials in a teacher's personnel file shall be subject to the just cause provision. This provision is not intended to be applicable to any investigation by any non-District entity, such as: the Department of Education, DCF, any judicial system agency.
- 5.4** All teachers shall be made aware of the evaluation system on a yearly basis by October 1st. Teachers shall be given a minimum one week's notice prior to a scheduled formal observation for evaluations. Such evaluation of teachers' performance in the classroom or related areas shall only be conducted by building principal, director of student support services, superintendent, or director of curriculum, instruction and technology as long as they have a current administrator's license. If there is a conflict of interest with the building principal conducting teacher evaluation, the district shall seek to find another administrator from within the supervisory union. Should no other alternative be available or specific unusual circumstances exist, the administration may hire an outside consultant to perform an evaluation. The teachers will have the opportunity to meet with the consultant and discuss the observations and recommendations made.

5.5 During the first year, a minimum of three (3) written classroom evaluations shall be conducted. In year 2, a minimum of two (2) written classroom evaluations will be conducted. Teachers who have worked in a district school for a period of three (3) continuous years or more may be evaluated on a three-year cycle. The respective district retains the right to evaluate teachers more frequently. These evaluations will not be conducted during the last month of the school year. After each evaluation the teacher and administration will meet to discuss the evaluation and develop a plan for growth. Evaluations conducted within a teacher's probation shall not be subject to grievance.

ARTICLE VI EMPLOYMENT RIGHTS

- 6.1 REPRESENTATION:** Whenever any teacher is required to appear before the principal, superintendent, the Board, or any committee of this Board, with respect to a complaint or charges concerning potential discipline, he/she shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting. It is understood that this shall not apply to meetings which are supervisory in nature including, but not limited to, those related to teacher evaluation. If an emergency meeting is necessary, the Association President will be notified, and an available Association representative shall be released to counsel and represent the teacher. For the type of meetings noted herein, a teacher will be given as much prior written notice as is reasonably possible of the reason(s) for such meeting if the meeting is with the Superintendent or the Board.
- 6.2 INDIVIDUAL CONTRACTS:** As a condition of employment, each teacher, other than substitutes, shall have a signed individual contract which shall specify the teacher's annual salary, position on the salary schedule, licensure status, and percentage of full-time employment. And by July 1st of the contract year each teacher shall hold a valid teaching license, provisional license from the AOE, or letter of approval from the local standards board or the Superintendent may void the individual contract.
- 6.3 INDIVIDUAL CONTRACT RENEWAL:**
- A. Except for probationary teachers and teachers subject to layoff per the terms of this Agreement, the Board shall offer an individual contract of employment to each teacher annually on or before April 15, unless notice of intent not to offer an individual contract was previously given.
 - B. A teacher receiving the offer of an individual contract shall indicate acceptance by signing and returning said contract no later than May 15; failure of a teacher to do so, shall be conclusive evidence of non-acceptance of the offer, and in such instances, the position shall be considered vacant unless an extension has been mutually agreed to, in writing, between the teacher and the Superintendent. At the request in writing of an individual teacher, at the Board's discretion, the Board may extend the date for return of an individual contract beyond May 15th.
 - C. In the event the Board and the Association have not ratified a new collective bargaining agreement by the date provided herein for the issuance of individual contracts, individual contracts will be issued to teachers. These contracts shall be adjusted at the completion of negotiations to reflect the terms of the successor to this Agreement.

- 6.4 ONE YEAR CONTRACTS:** The Board shall have the right to issue a contract for a period of one (1) year or less which expressly eliminates the teacher's right of contract renewal and layoff and recall to a teacher who:
- A. Replaces a teacher who has terminated his/her contract for the next school year after July 1, or
 - B. Replaces a teacher who is granted a leave of absence by the Board.
 - C. Holds only a provisional teaching license.

If a teacher is subsequently hired as a continuing employee, the year served on a one year contract will serve as the first year of the teacher's probation.

- 6.5 PROBATIONARY CONTRACTS:** During the first two years of a teacher's employment by the Board, the teacher shall be considered to be on probation. During this period of probation, a Board decision to dismiss, suspend, or not offer a renewal contract to the teacher shall be final and shall not be subject to the grievance procedure of this Agreement. If the Board decides not to renew the teacher's contract for the next school year, the teacher will be notified as provided in 6.3.

No waiver of statutory rights is intended by this provision.

- 6.6 SUSPENSION, DISMISSAL, OR NON-RENEWAL:** Except for probationary teachers and those hired pursuant to 6.4 of this Agreement, no teacher shall have his/her contract non-renewed or be disciplined, suspended, or dismissed without just and sufficient cause. The non-renewal of a teacher's contract or the suspension and dismissal of a teacher during a school year may only be appealed by the teacher by following the procedures outlined in 16 V.S.A. §1752, or the grievance and arbitration procedures of this Agreement. The election of one method of appeal shall preclude the other.

- 6.7 TEACHER ASSIGNMENTS:** Teachers shall be notified in writing of their grade and/or subject matter assignment for the coming school year as soon as possible, but preferably before July 1. If changes in a teacher's grade and/or subject matter assignment are made after August 1 the teacher will be provided three (3) extra paid preparation days (at the teacher's per diem rate), provided the teacher has not taught either the grade level or the subject within the last three (3) years.

ARTICLE VII TEACHER FILES

- 7.1 FILES:** A teacher shall have the right, upon request, to review the contents of his/her personnel file(s), and to receive a copy of the documents contained therein. A teacher shall have the right to have a representative of the Association with him/her during any such review.
- 7.2 REVIEW:** No derogatory material pertaining to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall 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 express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and placed in the personnel file.
- 7.3 CONFIDENTIALITY OF REFERENCE CHECKS:** The Board shall be permitted to keep reference checks for the purpose of demonstrating due diligence in the hiring process. Reference checks shall be confidential and not accessible by school district employees.

ARTICLE VIII INSURANCE

8.1 The Board agrees to provide all insurance coverage for teachers as set forth in this Agreement, subject to the rules, regulations and eligibility requirements of the individual insurance carrier, unless such eligibility requirements are modified by the terms of this Agreement. The Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage for such a claim; further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage set forth in this Agreement. For the health insurance coverage provided herein, in the event that both a husband and a wife are employed within any of the Districts, the Board shall be obligated to provide only one insurance plan for two married spouses as a unit (i.e., one two-person or one family membership).

8.2 MEDICAL during the contract period from July 1, 2020 through December 31, 2020:

the board shall pay 80% of the premium rate of the Gold CDHP plan to a single, parent/child(ren), 2-person, or family coverage in one of the following VEHI Health Insurance plans chosen by the teacher/employee: Platinum, Gold, Gold CDHP, Silver CDHP. In addition, the Board shall provide each teacher/employee with an integrated Health Reimbursement Arrangement (HRA) funded annually in the following manner: The HRA will pay 100% of the out-of-pocket expenses for prescriptions. The Association members will pay the first out-of-pocket expenses on a sliding scale of \$400 for single-person, \$450 for two-person or parent and children, and \$500 for family insurance, and the HRA will pay 100% of the remaining out-of-pocket expenses up to the total out-of-pocket expenses for the Gold CDHP plan.

HRA funds may only be used to satisfy medical and prescription out-of-pocket costs including Medical and Prescription Deductibles, Co-Payments, and Coinsurance. All Administrative costs for the integrated HRA shall be paid by the Board.

For teachers working less than 1.0 FTE, the Board will prorate the premium contribution for the plan of the teacher's choice at the Gold CDHP rate. All teachers will receive the same HRA contribution regardless of FTE. This includes teachers working the full school year at less than 1.0 FTE and teachers hired full time after the start of the school year.

8.2 (A) The existing 8.2 shall remain in effect until December 31, 2020 and will be replaced by the following on January 1, 2021:

Commission on Public School Employee Health Benefits Commission. The Board shall provide teachers health insurance and related benefits 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.

- 8.3 IRS SECTION 125 PLAN:** Upon proper teacher authorization, the Board will make payroll deductions on a pre-tax basis for teacher contributions toward dependent care, insurance premiums and other health care payments, as provided by IRS Code, section 125
- 8.4 Payroll Deductions for 403(b) Plans:** The board agrees to make payroll deductions on a pre-tax basis for elected 403(b) plans that are recognized by the Supervisory Union.
- 8.5 DENTAL INSURANCE:** The Board shall contribute toward the premium costs for dental insurance for the option selected by the teacher as noted below. The Dental Coverage benefit will be \$1,500 per participant per year. All teachers enrolling in Dental Coverage will contribute their share of premium costs by automatic payroll deductions. The teacher contribution percentage shall be 5%.
- 8.6 DURATION OF COVERAGE:** The insurance coverages set forth in this Article shall be in force from September 1 of the contract year until the following August 31, unless the teacher's individual teaching contract is terminated prior to that date. Coverage will be extended through August 31 for teachers who retire from teaching and teachers who move to another district within the Grand Isle Supervisory Union.
- 8.7 INSURANCE BUYOUT:** A teacher may elect to forego medical insurance coverage noted herein and receive a \$4,000 lump sum payment in lieu of said coverage, under the conditions noted below:
- (1) Teachers must present proof of medical insurance coverage from an alternative source.
 - (2) The teacher must forego insurance coverage for the entire contract year.
 - (3) The lump sum payment noted above shall be remitted to the teacher during August after the contract year for which payment was elected.
 - (4) Part-time teachers shall receive a pro-rata share of this payment based upon the FTE for which they are employed.
 - (5) A teacher with health insurance coverage through another individual under this contract shall be ineligible for the lump sum payment.
 - (6) Teachers who complete their full duties for the year of their contract will be paid their buyout regardless of if they do or do not sign a new contract for the succeeding year.
- 8.8** The Board shall provide and pay 85% of the premiums for the Vision Service Plan

for each teacher and his/her dependents as requested by the teacher.

- 8.9** The Board shall provide and pay the premium for a term life insurance policy for each teacher in the amount of thirty-five thousand dollars (\$35,000.00).

**ARTICLE IX
TEMPORARY AND LONG-TERM LEAVES OF ABSENCE**

9.1 SICK AND FAMILY ILLNESS LEAVE:

- A. Each teacher shall begin each contract year with a credit of fifteen (15) days of paid sick leave, cumulative from year-to-year to a maximum total sick leave entitlement of one hundred twenty (120) days, for absences from school due to personal illness. A temporary disability resulting from pregnancy, childbirth or complications there from shall be treated as sick leave under this Agreement.
- B. A teacher may use up to fifteen (15) days of his or her accumulated sick leave to care for an ill spouse, parent, child, or other person residing in the teacher's home.
- C. The Superintendent may request verification of any illness for which leave is used.
- D. A statement shall be given to each teacher annually stating the number of his/her accumulated sick and person leave days by December 31.
- E. Alburgh teachers who had sick leave accumulation of more than 120 days as of 6/30/10 shall retain said additional days until they are utilized; it is understood that such teachers will first use their annual fifteen (15) day entitlement before days are deducted from their accumulated days.

9.2 BEREAVEMENT LEAVE: In the event of a death in the immediate family of a teacher, the teacher shall be provided up to five (5) days of paid leave per such occurrence. For purposes of this paragraph, immediate family is defined as spouse, divorced spouse, children (by blood, marriage or adoption), and parents parent-in-law, step parent, grandparents, grandchildren, siblings, siblings-in-law_or person residing in the teachers' home. Additional time may be granted at the discretion of the Superintendent without establishing a precedent.

9.3 PERSONAL DAYS: Three (3) days of leave of absence for personal, legal, business, household or other family matters which require absence during school hours. The teacher shall notify the Principal that personal leave is being taken at least twenty-four (24) hours in advance, (except in cases of emergency). Current practice regarding notification to the Superintendent will continue. Specific reasons for personal leave shall not be required. Unused personal leave does not accumulate from year to year; teachers will be reimbursed in the amount of fifty dollars (\$50.00) for each unused personal day, to be paid no later than June 30 of the current school year.

9.4 PROFESSIONAL LEAVE: Up to five (5) professional leave days may be granted, at the discretion of the superintendent, for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Professional day reimbursement for expenses incurred will be paid up to six hundred dollars (\$600.00), per teacher per year, for up to five (5) days per teacher per year. This is

for conferences, workshops, webinars, online professional development opportunities, registration fees, and meals, lodging, parking and transportation for professional development associated with a teacher's class assignment and professional development plan, if approved in advance by the superintendent. Teachers may be assigned to use up to two (2) of the five (5) days for meetings or workshops as required by federal or state mandates (by way of example and not limitation, student assessments and Vermont standards). Once approved, registration or conference fees may be paid in advance; otherwise the cost will be reimbursed upon submission of receipt.

9.4(B) Professional dues and periodicals which are relevant to a teacher's position and are approved in advance by the Administrator shall also be eligible for reimbursement under this section. These expenses need not be directly connected with a meeting or conference attended under this section.

9.5 MILITARY LEAVE: Leave shall be granted to any teacher for military service as required by state and federal law.

9.6 EXTENDED LEAVE: Other leaves of absence, with or without pay, may be granted at the discretion of the Board without setting a precedent. Jury duty will be granted with pay.

9.7 RETURN RIGHTS AFTER LEAVES: Accumulated sick days and other accrued benefits will be restored upon the return of the teacher from leave, and he/she will be assigned the same or a comparable position to that held at the time of commencement of the leave, provided that this position has not been eliminated. The Board, if the insurance carrier allows, shall continue to include the teacher who is on leave in the group insurance plans only at the full expense of the teacher.

9.8 STATUTORY LEAVE: To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA"). Leave pursuant to each of these acts shall be provided according to the Board's policies and practices. Pursuant to these policies and practices, whenever a teacher is entitled to and/or granted paid or unpaid sick (disability) leave or family leave pursuant to the terms of this Agreement and the teacher is also entitled to leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. The teacher may elect to use up to six (6) weeks of paid leave provided by the Agreement during any period of leave provided pursuant to FMLA and/or PFLA. Also, FMLA/PFLA leave will be provided concurrent with Workers' Compensation benefits where concurrent entitlement exists. All other matters regarding the administration

of leave provided pursuant to the FMLA and the PFLA shall be as provided by the District's policies and practices.

9.9 SICK LEAVE BANK: A sick leave bank shall be maintained to provide paid sick leave for any participating teacher who has used all of his/her own accumulated sick days and is stricken with a serious illness or disability which prevents his/her carrying out of his/her teaching duties.

There will be a separate Sick Leave Bank for South Hero, Alburgh and CIUU districts. Any teacher under this Agreement may become a participating member of the sick leave bank in their district by voluntarily contributing two (2) sick days per year from his/her accumulation prior to September 1st of any given school year. The maximum number of days to be held in each sick leave bank shall be one hundred-fifty (150). Members working for the GISU may join the sick leave bank of the district they primarily work in.

All record keeping involved in the administration of the Sick Leave Bank shall be the responsibility of the administration, but the participating teachers and the superintendent's office shall receive copies of all records.

The Superintendent's office will be notified in writing by individual districts by September 15 of the names of the members of the Sick Leave Bank. Teachers have the option of joining or not joining each year. If a teacher who was a member decides not to join during the current year he/she loses all past benefits. If said teacher decides to join the following year, he/she regains the status of a participating member. A teacher who had not, or does not, contribute to the Sick Leave Bank, shall be ineligible to receive the Sick Leave Bank benefits.

In any given case of a teacher applying for days from the Sick Leave Bank, the superintendent will consider the written application submitted and reach a decision on whether or not the application should be approved within 48 hours. In the event the application is denied, a committee will form and meet to consider the superintendent's decision and render a final decision. The committee will have three (3) members made up of one (1) association member designated by the president of the local, one (1) school board member from the district, and the superintendent or his/her designee. Any participating teacher may file a written application to utilize the benefits of the Sick Leave Bank only under the following conditions:

(1) he/she has completed the Family Medical Leave Act (FMLA) paperwork, and (2) he/she has a serious illness or disability.

The maximum of days that can be withdrawn is not to exceed forty (40) per request. If the total number of days in the bank is at a maximum, teachers in the system shall be allowed to continue to participate without adding more days. Teachers hired after September 1st, who wish to participate in the Sick Leave Bank, must contribute two (2) days.

- 9.10** Upon retirement from teaching, a teacher who has served within the GISU Supervisory Union member school districts for a minimum of five (5) years, shall be entitled to compensation for unused sick days. This will be at a rate of fifty (\$50.00) dollars per unused sick day, subject to the maximum accrual allowed in this Master Agreement. The benefit will be paid in three equal annual installments starting on the fifteenth of January of the year following retirement, or on a different schedule if mutually agreed upon by the Superintendent and teacher.
- 9.11** All bargaining unit members who are moved from Alburgh, Champlain Islands Unified Union, and South Hero Districts to the Grand Isle Supervisory Union shall rollover seniority and leave accrual.

ARTICLE X COMPENSATION

- 10.1 PRO-RATING:** Teachers who are contracted for less than a full work year shall receive a salary pro-rated at a per diem rate based on the appropriate full year's salary, for the number of contracted days of employment during that work year.
- 10.2 RELEASE TIME OR COMPENSATION FOR SPECIAL PROJECTS:** Teachers who are requested to work on extra educational projects will be compensated or provided release time for this work as agreed upon in advance by the teacher and the Board.
- 10.3 SERVICES DURING A SCHOOL RECESS OR VACATION:** A teacher who at the written request of an administrator, agrees to provide, and provides, professional services during a vacation period shall be paid for such services at a rate agreed upon by the teacher and administrator.
- 10.4 CO-CURRICULAR/EXTRACURRICULAR ACTIVITIES:** The participation by teachers in co-curricular/extracurricular activities shall be voluntary. Teachers who undertake co-curricular/extracurricular responsibility will receive additional compensation. Teachers interested in offering a co-curricular/extracurricular activity should notify their respective school board with a brief description of said activity.

The individual School Board shall have the sole discretion to determine whether or not a co-curricular/extracurricular activity shall be funded, to what level, and/or sponsored by the respective School District. Teachers will be informed of the board's decision and compensation prior to making a commitment.

10.5 REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT EXPENSES

All graduate courses, undergraduate courses, and workshops for college credit or relicensure credit hours which are relevant to a teacher's position and are approved in advance by the Superintendent shall be eligible for tuition reimbursement up to a maximum cost equal to nine (9) credit course over a 3-year term (2019-2020, 2020-2021, and 2021-2022) with a minimum of 3 credits guaranteed for each year regardless of previous credits taken, at the winter tuition rate charged by the University of Vermont. An additional three (3) credits may be granted at the Board's discretion with preference given to those enrolled in a Master's program. Any such course or workshop must be consistent with the District's "Action Plan" or the general educational needs of the District as determined by the Board.

The Board shall make payment to the institution upon registration of the teacher in a course. If said teacher does not complete and pass the course with a grade of B

or better he/she will be responsible for reimbursing the district. Payments to the institution are considered a loan to the teacher. Failure to earn a grade of B or better will require the teacher to reimburse the district. Repayment may be made through payroll deduction. Teachers shall notify the Superintendent no later than the end of the semester (of the course being offered) should he/she withdraw from the course or fail to complete the course. The employee must reimburse the District for the exact amount of advance tuition, by the end of the semester.

Any course which the administration or Board requires a teacher to take shall be paid for by the Board. Such Board payment shall not count as tuition reimbursement provided for teachers under this section.

10.6 REIMBURSEMENT FOR OTHER EDUCATIONAL EXPENSES: Amounts of reimbursement for other educational experiences other than those noted in 10.5, will be at the sole discretion of the Superintendent and shall not be subject to the grievance procedure as contained in this Agreement.

10.7 REIMBURSEMENT FOR REQUIRED COURSES OR WORKSHOPS: Any courses or workshops a teacher may be required to attend by the Superintendent or the Board shall be reimbursed at one hundred percent (100%) of the tuition and expenses paid.

10.8 SALARY COLUMN & STEP ADVANCEMENT:

A. Credit for salary schedule column advancement shall be awarded only for college courses which are (1) approved in advance by the Superintendent, and (2) a part of a program of professional improvement and growth which is directly connected to, and consistent with the teacher's class assignment, the teacher's seven (7) year plan, the District's "Action Plan", the teachers' Individual Professional Development Plan, or the general educational needs of the District. Credit for salary schedule advancement shall be awarded only for course credits awarded by an accredited college or university. It shall be the responsibility of the individual teacher to provide the Board with the appropriate documentation, as determined by the Board, that the teacher has completed the course credits with a grade of C or better; however, if a course is offered on a pass/fail basis, the Superintendent shall have the discretion to approve the course for column advancement.

B. Credit for salary schedule column advancement must be earned subsequent to the degree noted in the salary schedule column heading. For example, movement to the BA+30 column must be based upon credits earned subsequent to the teacher's attainment of his/her bachelor's degree and credits used for movement to the MA+30 column must be earned subsequent to the teacher's attainment of his/her master's degree.

C. Notice of anticipated change in a teacher's position on the salary schedule because of additional credits or degree shall be made to the Superintendent by October 1 of the year prior to such change. Changes for teachers who do not provide the district notice of anticipated change will not be made until the next contract renewal. If such notice has been made in a timely manner, the salary schedule change shall be made within two (2) weeks of the District's receipt of a successful grade report and letter requesting movement. Such changes shall be based on courses or programs approved by the Superintendent (or his/her designee) as noted in this Agreement.

D. Credit for salary schedule step advancement shall occur whereby one step increase shall equal one year of full employment in a respective school district. For purposes of this section only, one (1) full year of employment shall be defined as six (6) or more months of employment. Step increases shall be granted on July 1 of each contract year. For the BA and BA15 columns, step increases are capped at Step 12 and 17, respectively. Any teacher positioned in those columns and reaching those "caps" shall remain at the step listed until the appropriate number of educational credits has been earned thus allowing that teacher to shift laterally to the next column (i.e., from BA/Step 12 to BA15/Step 12 or from BA15/Step 17 to BA30/Step 17).

10.9 SALARY SCHEDULE PLACEMENT

Newly hired teachers will be placed by the superintendent in the appropriate educational column, on a step commensurate with their experience as compared with the experience of present members of the staff. Newly hired teachers will not be placed on a step/column, which is higher than the step occupied by a member of the bargaining unit with equivalent education and experience.

10.10 PAYROLL PERIOD: Teachers shall be paid on a bi-weekly cycle (September-August). Any teacher who elects lump sum payment may receive the remaining installments with the last pay period of the school calendar, provided written request is filed with the Superintendent of Schools by June 1. When a payday falls on or during a school holiday or vacation, all teachers shall receive their paychecks on the last previous working day before such school holiday or vacation.

10.11 ASSOCIATION DUES DEDUCTION: The Board agrees to deduct Association membership dues from the salaries of its teachers as each teacher individually and voluntarily so authorizes the Board to deduct, and to transmit the monies monthly to the Association. Teacher authorization shall be in writing, and they shall be continuous from year to year unless a teacher notifies the Board (or its designee), in writing, on or before September 15 of any year that he/she wants deductions to cease for the current school year. The Association will provide the Superintendent a list of members and the amount of dues deduction by September 15 each year. The

Board shall not be liable for any moneys so deducted and transmitted to the Association, and the Association shall indemnify the Board for any costs or liabilities incurred as a result of its good faith compliance with this section.

- 10.12 MILEAGE:** When it is necessary for a teacher to use his/her own motor vehicle for professional purposes, (i.e. travel off site for committee work, travel at the direction of the district), he/she shall be reimbursed on a per-mile basis at the standard business mileage rate specified by the United States Internal Revenue Service for the previous calendar year. Voluntary service (i.e. travel for graduate coursework) shall not be eligible for mileage reimbursement under this section. Mileage reimbursed through grant funded projects shall not be duplicated under the terms of this article.
- 10.13** The Board shall provide reimbursement with receipt to every teacher a sum of one hundred and fifty dollars (\$150.00), to purchase teaching materials during the school year. No sales tax shall be reimbursed.

ARTICLE XI GRIEVANCE PROCEDURE

- 11.1 DEFINITION:** Any claim by the Association, a teacher, or teachers (henceforth known as a “grievant”) that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.
- 11.2 TIME LIMITS/DAYS:** All time limits provided for in this grievance procedure shall consist of school days unless this provision is waived by mutual agreement of the parties. When a grievance is submitted on or after June 1, time limits shall consist of all week-days.
- 11.3 TIME LIMITS/FILING:** No grievance shall be given consideration unless it is filed at the appropriate beginning step within twenty (20) days after the grievant had knowledge of the occurrence which gave rise to the grievance.
- 11.4 TIME LIMITS/PROCEDURES:** No grievance shall be entertained except in accordance with the procedures specified in this contract. Failure of the grievant or Association to advance the grievance to the next step of the grievance procedure within the time limits contained in this Article XIII shall render the grievance null and void. Failure of the Board or administration to respond to the grievance within the time limits contained herein shall constitute a denial of the grievance thereby triggering the right of the grievant/Association to pursue the grievance to the next step of the procedure.
- 11.5 GRIEVANT REPRESENTATION:** In the formal grievance procedure herein provided, the grievant shall at all times be entitled to be represented by representatives of the Association or to appear with the assistance of such representatives; except that the Association and its affiliate VT-NEA shall be the sole and exclusive representative of the Association.
- 11.6 ASSOCIATION REPRESENTATION:** The Association shall at all times have the right to represent itself at grievance hearings and to present its positions with respect to matters of contract interpretation.
- 11.7 CLASS ACTION:** Unless otherwise mutually agreed, all grievances arising out of the same set of facts and/or involving the same issue shall be combined and considered as a single grievance.
- 11.8 INFORMAL RESOLUTION:** Nothing contained in this grievance procedure shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisors, before filing the matter as a formal grievance, and having the dispute adjusted without intervention of the Association; provided, such adjustment is not inconsistent with the terms of this Agreement.

Should informal processes fail to resolve the grievance, a formal filing of grievance shall be made in accordance with the procedures herein.

- 11.9 PROCEDURE-STEP 1:** The grievant shall forward a written copy of the grievance to the Principal, setting forth the specified problem being grieved and stating the redress sought. The Principal shall conduct a meeting with the grievant and Association within **five (5)** days of receipt of the grievance and shall provide a written response to the grievant/Association within five (5) days of said meeting.
- 11.10 PROCEDURE-STEP 2:** If the grievance is not resolved at Step 1, the grievant may, within five (5) days of receipt of the Step 1 response, forward a written copy of the grievance to the Superintendent of Schools indicating the reason for dissatisfaction with the decision of the Principal and stating the redress sought. The Superintendent shall conduct a meeting with the grievant and Association within ten (10) days of receipt of the grievance and shall provide a written response to the grievant/Association within five (5) days of said meeting.
- 11.11 PROCEDURE-STEP 3:** If the grievance is not resolved at Step 2, the grievant may, within five (5) days of receipt of the Step 2 response, forward the grievance in writing to the Chair of the Board of Directors or his/her agent, setting forth the reason for dissatisfaction with the decision of the Superintendent and stating the redress sought. The Board, or a designated representative(s) thereof, shall conduct a meeting with the grievant and Association within twenty (20) days of receipt of the grievance and shall provide a written response to the grievant/Association within ten (10) days of said meeting.
- 11.12 PROCEDURE-STEP 4:** If the grievance is not resolved at Step 3, the Association may demand arbitration, by written notice to the Superintendent within twenty (20) days of receipt of the Step 3 response. Such demand shall be in writing, and it shall be delivered in person or by registered or certified mail to the Superintendent. If any question arises as to the arbitrability of the grievance, such question will first be ruled upon by the arbitrator selected to hear the dispute prior to the hearing on the merits of the grievance being conducted.
- 11.13 APPOINTMENT OF AN ARBITRATOR:** The person of the arbitrator shall be determined by mutual agreement between the Board or its designated representative, and the Association. Should the parties be unable to agree upon the person of an arbitrator within ten (10) days of the demand for arbitration, then arbitration shall be requested from the American Arbitration Association (“AAA”). If the grievance is not submitted to the AAA within fifteen (15) days of the date of the demand for arbitration, the grievance shall be considered to be withdrawn with prejudice. Decisions of the arbitrator in matters of grievance shall be final and binding, except that they shall be subject to the Vermont Uniform Arbitration Act and the Rules of the American Arbitration Association. Costs of arbitration shall be borne equally by the parties to the grievance. The arbitrator shall have no power to

add to, delete from, amend, ignore, or in any manner alter the existing contract. Costs of transcripts and witnesses, if any, shall be borne by the party requiring same. It is agreed that the arbitrator is empowered to award only compensatory damages and that the arbitrator shall have no authority to award interest on such damages or attorney's fees.

11.14 STEP BY-PASS: Provided the Association and the superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving an administrator above the school principal level may be filed by the Association at Step 2.

11.15 COOPERATION: The Board and the Association will cooperate in the investigation of any grievance, and they will furnish to one another such reasonable information as is necessary for the processing of a grievance.

11.16 PROCESSING: Under no circumstances shall the Association involve students who are minors in the investigation, processing hearing of a grievance unless prior written consent from a parent or guardian is filed with the Superintendent at least twenty-four (24) hours before such involvement.

11.17 FILES: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants pending resolution of the grievance.

11.18 NO REPRISALS: No reprisals of any kind will be taken by the Board, the Administration, or the Association against any teacher because of his/her participation in this grievance procedure.

11.19 ELECTION OF A REMEDY: A teacher who seeks resolution in court or before an administrative agency of a matter which is subject to the Grievance and Arbitration provisions of this Agreement shall be deemed to have waived his/her right to arbitrate said issue pursuant to this Article.

ARTICLE XII REDUCTION IN FORCE

- 12.1 PROCEDURES:** Whenever the Board, in the exercise of its sole discretion, finds it necessary to eliminate a teaching staff position(s), the following layoff procedures shall be observed:
- 12.2 ASSOCIATION NOTIFICATION:** The Association will be notified by April 1 of any contemplated position elimination prior to making a final decision as to such.
- 12.3 INDIVIDUAL NOTIFICATION:** Termination of a teacher's position shall be made only after a meeting between the teacher involved and the superintendent as soon as practicable, and in no event later than April 15, at which time the teacher shall be notified in writing, of the reason(s) therefore. The teacher may, at his/her option, have a representative of the Association present at such meeting.
- 12.4 LAYOFF:** In the event it becomes necessary to reduce the number of teachers employed by the Board, such reduction shall be in the reverse order of seniority provided that the remaining teaching staff are currently licensed to staff ongoing professional assignments at the school. Seniority will accrue from the first day of a teacher's most recent period of continuous employment by the Board and will be computed from the date of execution of the contract commencing such period of continuous employment. Part-time teachers will accrue seniority on a pro rata basis. Seniority will continue to accrue during all paid leaves of absence, but such unpaid leave time will not be considered in computing seniority.
- 12.5** When seniority is equal, ability to perform the work in question, as determined by the Board, will be the deciding factor.
- 12.6** Teachers shall be transferred, if necessary, between grade levels within their area of certification to implement the seniority provisions of this Article.
- 12.7** When there is a vacancy in a negotiating unit position, teachers who have been laid off and who are certified to perform the work in question will be recalled in accordance with the rules of seniority. Notice of such recall will be given by email to such teacher. A teacher who fails to respond within ten (10) days after receipt of a notice of recall will be deemed to have refused the Board employment offer and waived his recall rights under this Agreement. Recall rights will terminate one (1) year from the date of notification of the most recent layoff but no later than July 1. Recall rights will also terminate for any teacher who is on recall status who refuses to accept any offered position within the school for which the teacher holds a certification.
- 12.8** At the time a teacher is laid off due to a Reduction in Force, the Board will ask the

teacher for an up to date personal email. The board will use this email to attempt to contact a teacher in case they have a recall right to a position.

ARTICLE XIII GENERAL PROVISIONS

- 13.1 SEVERABILITY:** If any section, subsection, provisions, clause, or portion of this Agreement shall for any reason become invalid, or be deemed so by a court of competent jurisdiction, such section, subsection, provision, clause, or portion of the Agreement shall be deemed a separate, distinct, and independent provision and such invalidity shall not affect the validity if the remaining portions thereof.
- 13.2 INDIVIDUAL CONTRACT CONSISTENCY:** Any individual contract between the Board and an individual teacher heretofore or hereinafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 13.3 PRINTING:** Within one month following ratification of the Agreement by both parties, the Board shall have copies of the Agreement made, and it shall give the Association enough copies to supply all teachers currently employed. Subsequently, the Board shall give one copy to each new teacher before said teacher sign an individual contract.
- 13.4 NO STRIKE/NO LOCKOUT:** The Association and the Board subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there shall be no strike, work stoppage, or slowdown, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation thereof during the life of this Agreement, nor shall the Board engage in or permit any lockout of employees.
- 13.5 NOTICES:** All written notices to the Board or the Association, respectively, will be deemed to have been properly served if delivered personally or by certified/registered mail to the Chair of the Board (with copy to Superintendent) and the person of the President of the Association, respectively.
- 13.6 TIME DEADLINES:** Unless otherwise specifically provided in this Agreement, all time deadlines provided in this Agreement shall consist of school days from September 1 – June 12. From June 12 through August 31, days shall be weekdays, exclusive of legal holidays.

ARTICLE XIV COMPLIANCE

14.1 FINALITY OF AGREEMENT: This Agreement is a complete agreement between the parties covering all issues which were the subject of negotiations. The parties agree that the relations between them shall be governed by the terms of the Agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties, except where such agreements have been reduced to writing and signed by the parties. All matters which were the subject of negotiations shall be treated as having been brought up and disposed of, and neither the Board nor the Association shall be under an obligation to discuss with the other any modifications or additions to this Agreement which are to be effective during the term of this Agreement.

**ARTICLE XV
NEGOTIATION FOR A SUCCESSOR CONTRACT**

- 15.1 INITIATION:** On or before October 1 of the year prior to the year in which this Agreement expires, the Association and the Board may notify the other party of its desire to terminate or modify the terms and conditions of this Agreement. Notice shall be in writing via certified mail. Thereafter, the parties will schedule and conduct negotiating sessions as provided by 16 V.S.A. Chapter 57, Subchapter 3.
- 15.2 SUCCESSOR CONTRACT:** In the event that a successor contract is not ratified before the expiration of this agreement, there shall be no wage increases or step or column movement until a successor contract is ratified by the parties.

**ARTICLE XVI
DURATION**

16.1 This contract shall become effective upon settlement and shall continue in full force and effect until twelve (12:00) Midnight, June 30, 2022. If neither the Board nor the Association gives written notice to the other of its intention to negotiate a successor to this Agreement by October 1 of the year prior to the expiration date of this Agreement, this Agreement will automatically be renewed and will continue in full force and effect for additional period of one (1) year.

IN WITNESS WHEREOF THE PARTIES hereunto affix their hands and seals.

BOARD OF SCHOOL DIRECTORS:
CHAMPLAIN ISLANDS UNIFIED UNION

GRAND ISLE SUPERVISORY UNION
EDUCATION ASSOCIATION –
VERMONT-NEA/NEA

By _____
Date

By _____
Date

GRAND ISLE SUPERVISORY UNION

By _____
Date

SOUTH HERO

By _____
Date

ALBURGH

By _____
Date

APPENDIX A SALARY SCHEDULES

For year 1:

An increase of 1% to the base value, step value and column value.

All eligible teachers move a step.

Those teachers who are off step or cannot move a step receive \$1400.

For Year 2:

Total new money 3%, including step.

Salary Schedule 2020-2021 and 2021-2022

Base 40,450.50

Step Increase 1,414.00

Column Increase 1,515.00

Those teachers who are off step or cannot move a step receive \$1,400.00 in the 2020-2021 year.

STEP	BA	BA + 15	BA + 30	MA/BA + 45	MA + 15	MA + 30
STEP 1	40,450.50	41,965.50	43,480.50	44,995.50	46,510.50	48,025.50
STEP 2	41,864.50	43,379.50	44,894.50	46,409.50	47,924.50	49,439.50
STEP 3	43,278.50	44,793.50	46,308.50	47,823.50	49,338.50	50,853.50
STEP 4	44,692.50	46,207.50	47,722.50	49,237.50	50,752.50	52,267.50
STEP 5	46,106.50	47,621.50	49,136.50	50,651.50	52,166.50	53,681.50
STEP 6	47,520.50	49,035.50	50,550.50	52,065.50	53,580.50	55,095.50
STEP 7	48,934.50	50,449.50	51,964.50	53,479.50	54,994.50	56,509.50
STEP 8	50,348.50	51,863.50	53,378.50	54,893.50	56,408.50	57,923.50
STEP 9	51,762.50	53,277.50	54,792.50	56,307.50	57,822.50	59,337.50
STEP 10	53,176.50	54,691.50	56,206.50	57,721.50	59,236.50	60,751.50
STEP 11	54,590.50	56,105.50	57,620.50	59,135.50	60,650.50	62,165.50
STEP 12	56,004.50	57,519.50	59,034.50	60,549.50	62,064.50	63,579.50
STEP 13		58,933.50	60,448.50	61,963.50	63,478.50	64,993.50
STEP 14		60,347.50	61,862.50	63,377.50	64,892.50	66,407.50
STEP 15		61,761.50	63,276.50	64,791.50	66,306.50	67,821.50
STEP 16		63,175.50	64,690.50	66,205.50	67,720.50	69,235.50
STEP 17		64,589.50	66,104.50	67,619.50	69,134.50	70,649.50
STEP 18			67,518.50	69,033.50	70,548.50	72,063.50
STEP 19			68,932.50	70,447.50	71,962.50	73,477.50
STEP 20			70,346.50	71,861.50	73,376.50	74,891.50
STEP 21			71,760.50	73,275.50	74,790.50	76,305.50
STEP 22			73,174.50	74,689.50	76,204.50	77,719.50
STEP 23			74,588.50	76,103.50	77,618.50	79,133.50

For year two of the agreement (2021-2022), total new money = 3%, including step.