

**AGREEMENT**  
**BETWEEN**  
**THE**  
**WINOOSKI BOARD OF SCHOOL TRUSTEES**  
**AND**  
**THE**  
**WINOOSKI EDUCATION ASSOCIATION**

**JULY 1, 2020**

**Through**

**JUNE 30, 2021**

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## **ACKNOWLEDGEMENT OF ARBITRATION**

In accordance with 12 VSA §5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate any dispute which “derives directly from an application or interpretation of a provision of this contract” as provided in Article 8.0, Section 8.7 Binding Arbitration. After signing this Agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning such disputes, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator as set forth in Article 8.0, Section 8.7 binding Arbitration.

## **ARTICLE 1.0 - RECOGNITION**

The Winooski Board of School Trustees recognizes the Winooski Education Association for the purpose of collective negotiations, pursuant to Title 16, Chapter 57, of the Vermont Statutes Annotated, as the exclusive representative of a unit consisting of all professional employees of the Winooski School District, excluding non-teaching administrative personnel. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as “Teachers.” It is not mandatory to belong to the Association in order to be represented by it for purposes of collective negotiations.

## **ARTICLE 2.0 - RIGHTS OF THE ASSOCIATION**

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

Duly authorized representatives of the Association, with permission of the Superintendent, shall be permitted to transact official 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. The Association shall have the right to use the staff lounges for the posting of notices of its activities and matters of Association concern provided that no matter be placed in the staff lounges which is derogatory of any school personnel or detrimental to the best interest of the District. The Association may use the teachers' mailboxes for communication to teachers provided that the above-mentioned safeguards are followed.

### **ARTICLE 3.0 - MANAGEMENT RIGHTS**

In recognition of the fact that the laws of the State of Vermont rest responsibility in the Board for the quality of education and the efficient and economical operation of the District, except as specifically and directly modified by expressed language in a specific provision of this Agreement or by laws of the State of Vermont, the Board retains all rights and powers that it has, or may hereinafter be granted by law, and may exercise such power.

### **ARTICLE 4.0 - RESPONSIBILITIES OF THE PARTIES**

This Agreement is intended to set forth rates of pay and other mutually agreed upon conditions of employment, so as to promote orderly and peaceful relations with the teacher personnel, and to achieve the highest level of teacher performance consistent with safety, good health, professional effort, and promote the general welfare of the District, its students, and its teachers. Unless otherwise specified, any action by the Board or its school administration, affecting wages, or other mutually agreed upon conditions of employment, shall be subject to the right of the Association to represent the teachers on the issue and to the grievance and arbitration procedures of this Agreement.

### **ARTICLE 5.0 - PROTECTION OF STUDENTS AND TEACHERS**

- 5.1 TEACHER RESPONSIBILITY: The teachers recognize that in cases of emergency the health, safety and well-being of students are their prime responsibility and that they must act accordingly. However, after the safety of the students has been assured, the teachers shall not be required to place themselves in jeopardy (i.e., a bomb scare or situations involving armed or otherwise violent persons).
- 5.2 WORKING CONDITIONS: Teachers shall not be required to work under conditions which constitute a threat to their health and safety when such a threat has been determined to exist by local, state and/or federal health or safety officials. The WEA President and Superintendent will annually review, revise, and agree upon the procedures for a student threatening the life and/or safety of a teacher. In the event that the WEA President and Superintendent cannot reach an agreement, the WEA shall file a step 4 grievance as outlined in Article 8.4 of this agreement.

The following protocols are in place for all teachers:

1. When an employee believes that his/her life or safety has been threatened by a student or students, the employee shall notify a school administrator as soon as possible and provide him/her with oral/written information to the threat. The administrator may require

- the information in writing from the employee at some point during the investigation but may not require it before processing the incident with the student. Reasonable efforts shall be made to maintain the safety of the employee and his/her work environment.
2. If the administrator receives this information during the regular school day, he or she will immediately remove from the employee's work environment the student or students allegedly responsible for making the threats and notify the student's or students' parents/guardians.
  3. If as a result of the investigation the student or students are found to have issued a threat to the employee's safety or life in any form, the student or students will be administered consequences consistent with the discipline procedures and board policy.
  4. The consequences designated by the administrator shall be successfully completed prior to the student or students' admission back to the employee's work environment unless a delay would interfere with the student or student's rights to a free and appropriate education as provided under the law or the student's due process rights.
- 5.3 WEATHER: When schools are closed due to severe weather conditions, teachers will not be required to report to work on that day.

#### **ARTICLE 6.0 – REDUCTION IN FORCE, RECALL AND TRANSFERS**

- 6.1 NOTIFICATION OF THE ASSOCIATION: The Board is committed to providing educational programs for the students of Winooski which meet the statutory requirements of the State of Vermont and the regulations set forth by the Vermont State Board of Education. When the local Board of School Trustees deems it appropriate to reduce staff the Association shall be notified of any contemplated reduction in force stating curriculum area and staff number as early as possible, but no later than March 30, for any reduction scheduled to take effect in September of the following year.
- 6.2 NOTIFICATION TO THE TEACHER: Termination of a position shall be made only after a meeting between the teacher who occupies that position and the Superintendent as soon as practicable, but in no event later than March 30. At this meeting, the teacher will 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.

6.3 STAFF REDUCTION:

6.31 Teachers shall be laid off in reverse order of seniority, following review of natural attrition and retirement plans within the district. For the purposes of this Article, seniority will be computed from the beginning of the teacher's most recent period of continuous employment in the school district and will begin to accrue as of the date the contract, commencing that period of employment, was signed by the teacher.

6.32 Part-time teachers will accrue seniority on a pro-rated basis. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, employment by the Board in a position outside the negotiating unit, or by layoff.

In the event of similar or identical first work days, the following dates shall be used in determining the seniority order:

- a) Date the teacher signed his/her first contract or letter of intent
- b) Date when the Superintendent signed the teacher's first contract
- c) Date when the Board Chair or Clerk signed the teacher's first contract

6.33 In all instances, seniority accrued within the District shall be considered as "district-wide seniority" transferable within the bargaining unit. When seniority is equal, ability to perform work in question as determined by the Superintendent will be a deciding factor in determining a layoff. Teachers who are licensed in more than one area will establish seniority in each area for the purpose of layoffs.

6.34 A teacher who is notified he/she is to be laid off, under the provisions herein, shall have the right to displace the least senior teacher in all other academic areas or departments provided that the teacher scheduled to be laid off is licensed to assume the position of the less senior teacher. The teacher who is displaced by the senior teacher shall have no rights to displace anyone else and shall be the teacher to be laid off.

6.35 A teacher who chooses to exercise his/her displacement rights must do so by serving notice to the Superintendent of Schools within seven (7) calendar days of receiving his/her notice of layoff. Upon receiving such notice, the Superintendent shall notify, within five (5) calendar days, the less senior teacher that he/she has been displaced and will be laid off. Such notice of the displacement from the Superintendent to a junior teacher shall constitute sufficient notice of layoff under this Article. A senior teacher may choose to accept the layoff as exercising his/her right to displace a less senior teacher. In such instances the laid off teacher will be placed on the recall list.

- 6.4 RECALL RIGHTS: If there is a vacancy in a negotiating unit position, laid off teachers who are licensed to perform the work in question will be recalled in seniority order. Teachers shall retain the right of recall for a period of two (2) years from the effective day of the layoff which shall be considered September 1 of the year in which the layoff occurred. Notice of recall will be given by registered mail to the last address given by the teacher to the school district. A copy of the notice of recall will also be given to the Association president. If a teacher fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered and waived the recall rights under this Agreement unless the position offered to the teacher results in a change of the teacher's position of full-time to part time status. Any teacher placed on laid-off status has the option to continue insurances offered by the school district, at the school group rate at the teacher's expense, for the period of the two (2) years on the recall list.
- 6.5 SENIORITY LIST: Prior to October 15th of each school year, the Superintendent will provide to the Association a list indicating the seniority status and licensure areas of all unit employees. Any challenge to seniority list placement shall be subject to the grievance procedure outlined in Article 8.0.
- 6.6 TRANSFERS:
- 6.61 OPEN POSITIONS: Teachers who apply for openings in the district for which they are properly licensed will be given one of the following decisions from the superintendent within ten (10) days after expressing interest in the open position in writing:
- Recommend to the board that the teacher be hired for the opening
  - Place the teacher in a modified process with only internal candidates
  - Place the teacher in the pool with external candidates
  - Reject the teacher's application
- 6.62 TRANSFERS: If an opening exists for which a teacher affected by the reduction in staff is licensed, he/she will be given the opportunity to transfer to that position.
- 6.63 INVOLUNTARY TRANSFERS: An involuntary transfer notice or reassignment will be made only after a meeting between the teacher involved and the Principal, at which time the teacher will be notified of the reason(s) therefore. The teacher may, at his/her option, have a representative of the Association present at such a meeting.

## ARTICLE 7.0 - JUST CAUSE

No teacher shall be disciplined, have his/her contract non-renewed, or denied a salary adjustment without just cause.

## ARTICLE 8.0 - GRIEVANCE PROCEDURES

Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, a violation of a teacher's or teachers' rights to fair treatment, or a violation of any established policy or practice that implements contract terms, shall be a grievance.

- 8.1 TIME LIMITS: All time limits consist of school days, except when a grievance is submitted on or after June 1. Then, time limits shall consist of weekdays other than state or federal holidays. School days, for purposes of the grievance procedure, shall mean teacher employment days.
- 8.2 ASSOCIATION REPRESENTATION: The Board shall recognize a grievance representative selected by the Association in each building, and an Association grievance committee, any one of whom may function as a grievance representative for teachers covered under the terms of this Agreement. In addition to the aggrieved individual, the Association grievance representative shall be notified in writing and shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been normally presented. One Association representative will be designated for a particular grievance. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted without intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.
- 8.3 PROCEDURE: The parties acknowledge that it is usually most desirable for a teacher and his/her immediately involved administrator to resolve problems through free and informal communications. When requested by the teacher, a grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the teacher or the Association, then a grievance may be processed as follows:
- 8.4 STEP 1: The teacher(s) or the Association shall present the grievance within fifteen (15) days from the date the event which gave rise to the grievance occurred, or fifteen (15) days from when the grievant knew or should have known of such event. The grievance shall be presented in writing to the immediately involved administrator, who will schedule a meeting to take place within ten (10) days after receipt of the grievance.

The administrator shall provide the aggrieved teacher(s) and/or Association representative with a written answer on the grievance within ten (10) days after the meeting. Such answer will include the reasons upon which the decision was based.

- 8.5 STEP 2: If the grievance is not resolved at Step 1, the Association or the teacher(s) may refer the grievance in writing to the Superintendent or his/her official designee within ten (10) days after receipt of the Step 1 reply. The Superintendent shall arrange for a meeting with the representatives of the Association's grievance committee, and/or the aggrieved teacher(s), to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors, as it deems pertinent to the grievance. Upon conclusion of the meeting, the Superintendent will have ten (10) days in which to provide his/her written decision to the Association and/or teacher(s).
- 8.6 STEP 3 - SCHOOL BOARD: If the teacher(s) or the Association is not satisfied with the disposition of the grievance at Step 2, or the Step 2 time limit expires without the Superintendent's answer, the grievance shall be on the agenda of the next regular School Board meeting, or at a special meeting. Within ten (10) days following the meeting the School Board will have its answer in writing to the grievant, and the President of the Association and the Association representative.
- 8.7 STEP 4 - BINDING ARBITRATION: If the Association, representing the grievant, is not satisfied with the Step 3 decision, or if the time limits at Step 3 expire without the issuance of the Board's written decision, and provided the grievance derives directly from an application or interpretation of a specific provision of this contract, then the Association representing the grievant may submit the grievance to final and binding arbitration, under the Voluntary Labor Arbitration Rules. If a request for arbitration is not filed within ten (10) calendar days of the date required for the Board's reply at Step 3, then the grievance will be deemed to be withdrawn.

The person of an arbitrator shall be selected by mutual agreement between the Board or its designated representative and the Association or its designated representative, unless the Association indicates in writing a desire to be disassociated from the appeal. If the Association so indicates, agreement upon the person of an arbitrator shall be between the Board and the grievant. Should the parties be unable to agree upon an arbitrator within ten (10) days from the request for arbitration, then an arbitrator shall be requested by the Association within ten (10) days from the American Arbitration Association under the Voluntary Labor

Arbitration Rules. If not so requested, the grievance shall be deemed to be withdrawn.

The arbitrator shall have no power to alter the terms of this Agreement. However, the arbitrator is empowered to include in any award financial reimbursements or other remedies as he/she judges to be proper, excluding punitive damages.

Each party shall bear the full costs of its representation in arbitration. The cost of the arbitrator and the American Arbitration Association fees will be divided equally between the parties. Should either party request a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties desire transcripts, then the cost of the two (2) transcripts will be divided equally between both parties.

- 8.8 ADMINISTRATION OF PROCESS: The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level after formal filing, and no teacher shall be required to discuss any formal grievance if the Association's representative is not present.

Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving an administrator above the building level may be filed by the Association at Step 2, and grievances involving staff reduction shall be filed by the Association at Step 2, also.

No reprisals of any kind may be taken by the Board, the school administrator or the Association against any teacher because of his or her participation or non-participation in the grievance procedure.

The Board, the administration and the Association will cooperate with one another in the investigation of any grievance. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. No grievance will be processed or heard during assigned working hours without specific consent from the administration.

It is the intent of the Board, the administration and the Association that no minor child be involved in the filing, processing or hearing of any grievance unless prior written consent from a parent or legal guardian has been received by the office of the Superintendent, and further that all parties shall mutually agree to any child's involvement. Such agreement shall not unreasonably be withheld.

Forms for the filing of grievances shall be made available at the Board's expense. No grievance shall be considered unless it is presented in the manner set forth in the procedure agreed upon. However, in the event that new facts are obtained that were not previously known to the aggrieved teacher(s) but which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute ground to re-open the grievance procedure at the level at which it had been terminated. Further, in the event that a decision has not been rendered in a grievance or the decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to re-open the grievance at the level at which it had been terminated. A grievance may be withdrawn at any level without establishing precedent.

## **ARTICLE 9.0 - PROFESSIONAL RESPONSIBILITIES AND DUTIES**

- 9.1 TEACHER RESPONSIBILITY: It is the responsibility of the teacher to uphold the VT-NEA Code of Ethics, as stated on the NEA website: <https://www.nea.org/resource-library/code-ethics>

Teacher responsibility is not limited to the actual hours spent in class, but extends to the point at which daily objectives are met in terms of the overall responsibilities of his/her profession. This in no way implies that the teacher's responsibility has ceased upon leaving the school. The location of planning time, beyond school dismissal, will be at the discretion of each teacher.

Teacher assignments shall be in compliance with state laws and regulations.

- 9.2 WORK DAY:

- 9.21 The normal workday for teachers shall consist of seven and one-half (7-1/2) hours inclusive of a 25-minute duty free lunch period.

The teacher day shall begin no earlier than 7:30 a.m. However, for the duration of this agreement the beginning and end of the teacher workday may be adjusted if the teacher volunteers for said adjustment. Adjustments in hours must be agreed to in writing by June 15 of the preceding school year. In such a case, the team planning time may be waived by the teacher. The teacher's day shall consist of 7.5 consecutive hours.

- 9.22 Each WMHS teacher shall have a daily ninety (90) minute teacher directed planning period. In consultation with the teacher by the appropriate administrator, this daily ninety minute planning period may be adjusted so long as the teacher has a total of four hundred fifty (450) minutes planning per week and when such a change will benefit the students(s).

Each WMHS teacher shall participate in administration directed planning activities. These activities shall last between thirty (30) and sixty (60) minutes no more than three (3) times a week and shall total no more than ninety (90) minutes per five (5) day work week. The schedule for administration directed planning time will be issued to teachers at least two (2) weeks prior to the first day of each quarter.

- 9.23 The JFK teacher day shall begin no earlier than 7:30 a.m. However, for the duration of this agreement the beginning and end of the teacher workday may be adjusted if the teacher volunteers for said adjustment. Adjustments in hours must be agreed to in writing by June 15 of the preceding school year. In such a case, the team planning time may be waived by the teacher. The teacher's day shall consist of 7.5 consecutive hours.

Each JFK teacher shall have a seventy-five (75) minute teacher directed planning time four days per week and a forty-five (45) minute teacher directed planning time one day per week for a total of three-hundred-forty-five (345) minutes per week.

Each JFK teacher shall participate in thirty (30) minutes of administration directed planning activities one day per week. The schedule for administration directed planning time will be issued to teachers at least two (2) weeks prior to the first day of each quarter.

With the exception of the four hundred seventy (470) weekly minutes of duty-free lunch and teacher directed planning time, JFK teacher directed planning and administration directed planning time described above, teachers may be assigned teaching and supervisory duties as is necessary to best meet the needs of the students and effectively and efficiently operate the school district. All duty assignments will be distributed in an equitable fashion. Principals shall seek the advice of the faculty in the preparation of duty schedules.

- 9.24 Full-Time High School Assignments: The standard professional full-time assignment for teachers in grades 9-12 on a seven and one half (7 1/2) hour day schedule will consist of a combination of teaching and duty assignments so long as there are no more than five (5) teaching assignments, with a maximum of four (4) "preparations", and one duty

assignment; or six (6) teaching assignments, with a maximum of four (4) preparations and no duty assignment.

- 9.25 Full-Time Specialist Assignments: All K-12 specialists will have no more than 30 teaching assignments per week. The term “specialist” shall include, by way of example but not limitation, subjects such as art, music, physical education, library and technology education.

The daily beginning and ending times may not be the same for John F. Kennedy School and Winooski Middle/High School.

- 9.26 Post-Work Day Activities: Beyond the work day described above, the following post-work day meetings/activities may be required to best serve students, parents, and community:

- Open House/Back-to-School Night, two evenings per year
- Special Presentations (i.e. Young Authors Night, Science Fair, I Love to Read Week, etc.), two evenings per year
- Legally Mandated Meetings such as Individual Education Plan (IEP) meetings as necessary.
- Parent/Teacher conference days may be scheduled differently than the normal school day.

- 9.27 Flextime: The Board and Association recognize that the teacher’s workday requires daily and/or weekly flexibility. Flextime is used to adjust the teacher’s schedule with time that is not a class or assigned duty with students. Flextime permits teachers to arrive at work at the start of the first class or assigned duty with students and leave school after their last class or assigned duty with students. Teachers must attend all required meetings (e.g. faculty meeting, IEP meetings, parent conferences, team meetings). Even with the use of flextime, it is understood that thirty-seven and a half (37.5) hours per week, or seventy-five (75) hours in a two-week period constitute the total working hours.

- 9.3 WORK YEAR: The teachers’ work year shall include the days students are in attendance, convocation days at the beginning of the school year, in-service days, team planning days and other days when teachers are required to attend. The total number of teacher workdays shall not exceed 187 days, at least 177 of which are student days. In addition to these 187 days, a teacher new to the district shall have one (1) additional day per school year of non-instructional professional time that is designated for orientation, professional reflection and learning, and on-going support.

Any additional days will be compensated for on a per diem basis, the rate of which will be determined by dividing the teacher's annual salary by the total number of contracted teacher work days.

Special assignments beyond the regular teaching/supervisory duties covered by the work day defined in 9.2, such as federal project coordination, summer curriculum development, organizing and conducting summer conferences/workshops, shall be compensated at a rate of \$40.00 for the 2020/21 SY.

- 9.4 NOTIFICATION: A teacher shall be notified in writing by June 1 should his/her teaching assignment change. However, changes may be made after such date if circumstances arise occasioned by unforeseen conditions not caused by the School Board.
- 9.5 SIGN-IN: No "signing-in" will be required of teachers to assure attendance at professional in-service workshops, seminars, conventions, or regularly scheduled school attendance days.
- 9.6 HANDBOOKS: Staff handbooks shall be updated annually by a committee consisting of the respective principal, one teacher or other appropriate individual selected by the principal, and one teacher selected by the W.E.A. prior to the first day of school to reflect changes in Board policies relating to professional staff and this negotiated Agreement.
- 9.7 MENTOR PROGRAM: The Association President agrees to work with the Superintendent to establish a mentor program for each teacher who is new to the profession or new to the district, including annually revising and agreeing upon the WSD Mentoring Handbook. Each teacher who is new to the District or who is to be in a new assignment for the subsequent school year will participate in the mentoring program for the first two years of employment. The administration has the discretion to extend the mentoring program to a third year. Said program shall be tailored to the needs of the individual new teacher depending on his/her experience and education. Mentors will be paid \$1000 per mentee to fulfill the expectations as outlined in the WSD Mentoring Handbook, unless mutually agreed upon by the Superintendent and mentor and such assignment shall be appropriately documented to the affected parties. Assignment of mentors shall be mutually agreed to by the Association President and the respective Building Principal. Mentors are not expected to serve time outside of the contracted school year.
- 9.8 Teachers hired at full-time status (1.0 FTE) who have a reduction in their instructional assignment/duties due to declining enrollment may be assigned duties at the discretion of the administration.

## ARTICLE 10.0 - LEAVES

10.1 SICK LEAVE: Teachers under a full school year contract will be entitled to fifteen (15) days sick leave without loss of salary. In any one school year, teachers may have the option of using a maximum of sixteen (16) days of their sick leave for illness in their immediate family. Immediate family shall be defined as: spouse, children/dependents, parents, parents-in-law, grandparents and siblings, or any other person recommended by the Superintendent and agreed upon by the Board. For teachers who are contracted for less than one full year, sick leave will be prorated on the basis of their contract (e.g., 1 semester, 7 1/2 days, etc.).

10.11 All unused sick leave will be cumulative to the number of teacher work days specified in this agreement.

Upon the recommendation of the Superintendent and the approval of the Board, at their discretion, additional days of sick leave may be granted where and if there are grave extenuating circumstances.

10.12 If a teacher is absent from work for more than three (3) consecutive days, the reason may be required to be certified by a physician at the discretion of the Superintendent. This certificate may be sent directly to the Superintendent's Office via the Principal's Office with the first subsequent payroll report. For extended absences, the Superintendent may require additional certificates from the physician.

10.13 SICK LEAVE BUY-OUT AT RETIREMENT: In recognition of years of service to the district, any teacher who has served the district for a period of at least 20 years, and who retires under the provisions of the Vermont Teachers Retirement System will be granted a one time payment equal to forty dollars (\$40.00) times the number of accumulated sick leave days up to the maximum number of days provided in this Article. The teacher must notify the Superintendent on or before December 1<sup>st</sup> of the final year of employment. Payment of this benefit shall occur in July, subsequent to retirement. A teacher who so notifies the Superintendent and who subsequently does not retire as announced shall no longer be entitled to this benefit.

10.14 SICK LEAVE BANK: A "sick day bank" shall be maintained for use when a teacher has no remaining accumulated sick days available and when documented "extraordinary circumstances" exist. Additionally, a teacher must have donated to the "bank" in order to be eligible to access the "bank." Such donation must occur during that school year, on or before September 15. Prior to October 15<sup>th</sup> of each school year, the Superintendent will provide to the Association a list of teachers eligible to access the "bank."

A teacher who meets the requirements may apply for use of up to the accumulated number of days in the "bank."

The "bank" shall be capped at two hundred (200) days per year. No more than 200 days shall be available in any given year. Any additional days donated (above the 200 cap) shall be held "in escrow" until needed to replenish the "bank." Each teacher may donate up to two (2) sick days per year to the "bank."

The District and the Association shall together develop the forms and procedures necessary for implementation of the sick bank. A committee consisting of two (2) Association representatives and two (2) District representatives shall administer the "bank" and shall determine the definition of "extraordinary circumstances." A unanimous decision by the four (4) committee members shall be required for implementation of any sick bank committee decision.

The District and the Association shall together annually review the implementation of the sick bank. If both the District and the Association agree, revisions may be made as necessary.

10.2 PERSONAL LEAVE: Teachers will be entitled to three (3) days leave of absence with pay for personal business and matters that cannot be conducted while school is in session. Should the nature of leave be private, the reason need not be divulged.

10.21 In emergency situations the Superintendent may grant additional personal days.

10.22 No personal leave need be granted at the following times:

1. Prior to and including the first week of the school year.
2. During the final week of the school year.

The first and last weeks of the school year shall be the first five (5) days students are in attendance; and the last week shall be the last five (5) days students are in attendance.

10.23 No more than five percent (5%) of teachers from the district shall be granted personal leave one day prior to or immediately following each school vacation. Teachers must submit requests for leave at least ten (10) weeks prior to the vacation in question and must be notified at least eight (8) weeks before the vacation in question. In the case where more than five percent (5%) of teachers have applied for leave, a lottery will be held in view of the Association President and Superintendent to choose who

will be granted leave. Each teacher can be granted leave for a date prior to or immediately following a vacation only once each academic year.

- 10.24 The Superintendent may grant additional personal leave for religious observances. Any personal days taken for religious observance purposes shall not be restricted by the two conditions set forth above.
- 10.25 In recognition that teachers are expected to work over and above the regular school day twice a year for parent/teacher conferences, each teacher who does so shall be granted two additional personal days per year. To be eligible for these extra days a teacher must work until at least 8:00 p.m. on each of the parent-conference days.
- 10.3 BEREAVEMENT LEAVE: Such time as is needed, not to exceed five (5) days, which shall include the day of the funeral, for each such occasion in the event of the death of a teacher's husband, wife, civil union partner, son, daughter, stepchildren, foster children, father, mother, stepparent, foster parent, brother, sister, step-sibling, grandparent, aunt, uncle, father-in-law, mother-in-law, parent of civil union partner, or any other person approved by the Superintendent.
- 10.4 PROFESSIONAL LEAVE: All professional staff members shall be entitled to three (3) days professional leave as recommended by the immediate supervisor and subject to final approval by the Superintendent.
- 10.41 Professional days may be used by Winooski Education Association officers and committee chairpersons for the purpose of conducting Association business which cannot be conducted outside of regular school hours; or by any professional staff member for the purpose of attending professional meetings, conferences, schools, educational institutions or participating in other educationally related activities. The Superintendent, at his/her discretion, may grant additional days of professional leave.
- 10.42 Teachers will not be charged professional leave for those times when the teacher is assigned professional duties at sites away from the school proper; or when the teacher is assigned other than his/her regular duties for a day (i.e., completion of paperwork, special assignments, etc.).
- 10.5 FAMILY LEAVE:
- 10.51 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 nine (9) weeks of any paid leave which he/she has accrued, under the terms of this 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.

10.52 CHILD CARE LEAVE:

Upon the birth or adoption of a child, a teacher may elect to take an unpaid leave of absence for up to one (1) school year (as defined in 9.3 of this Agreement) provided he/she notifies the Superintendent at least forty (40) calendar days prior to the date the leave is to commence, except in the case of an emergency. Request for additional leave or modification of the leave shall be submitted in writing thirty (30) days prior to the end of the leave.

10.6 SABBATICAL LEAVE: An application may be approved if the professional competency of the teacher and the general efficiency of the school system will be benefited. Permanent, licensed teachers shall be eligible for sabbatical leave. Sabbatical leave may be used for such activities as:

1. Study in an approved institution; or
2. A problem or project pursued individually with the sanction of an approved graduate school; or
3. Other approved activities.

10.61 The number of sabbatical leaves will be limited to the number approved and budgeted for by the Superintendent. Selection will be based on the following factors.

1. The priority of application.
2. Relative merits of reasons for desiring leave.
3. Seniority.

10.62 Applications for sabbatical leave must be submitted before the December school recess and will be responded to by the close of the first School Board meeting in February.

10.63 The teacher's salary will be his/her salary less the salary of a temporary replacement teacher, but in no case less than one-half of the teacher's normal annual salary. Teachers accepting sabbatical leave payments obligate themselves to return to the District for two school years or to repay the amounts received. Teachers on sabbatical leave will have the option of receiving half pay for the full year or full pay for half the year.

10.64 Employees on sabbatical leave shall retain employment status while on leave, relating to salary schedule step, placement, membership in the retirement system, and eligibility while on sabbatical leave if all requirements of the leave as set forth in the policy are met.

#### 10.7 LEAVES WITHOUT PAY:

10.71 Military Leave - A staff member who is called to active duty or one who elects to voluntarily fulfill his/her commitment shall have the option, if requested in writing prior to the beginning of such duty, of returning to the system. He or she will be entitled to all the re-employment rights under Section 9 of the Universal Military Training and Service Act. Upon returning, he/she shall be placed one (1) step above that which he/she held on the salary schedule prior to the absence, unless he/she returns within the same school year.

10.72 Other Leave Without Pay - A leave of absence not to exceed one (1) school year may be granted upon written request and at the discretion of the Superintendent for professional improvement, exchange teaching, Peace Corps and Teacher Corps, provided said leave is in the best interest of the Winooski School District. The salary status of any teacher being granted such a leave, upon return, shall be the same as though the teacher had spent the leave in the District.

10.73 Benefits - Teachers on extended leave without pay (31 days or more) will not be eligible for District benefits while on said leave. However, said teacher may continue receiving District insurances if desired upon the teacher's requests and at the teacher's expense.

### **ARTICLE 11.0 - PROFESSIONAL DEVELOPMENT**

11.1 The District shall annually provide a professional development fund consisting of \$60,000 in 2020-21. Said funds shall be administered by a Professional Development Committee (PDC) for the following purposes under the basic goal of improved instruction:

- a) Tuition reimbursement.
- b) Payment of fees and expenses associated with attendance at conferences, meetings, seminars and similar activities.

- c) Support for the facilitation/coordination of locally organized workshops, planning groups or special projects.
- d) Stipend for a summer planning institute session for team planning and/or curriculum coordination with prior approval of the PDC. The planning sessions could also provide recertification credits as determined by the Winooski Teachers Standard Board. Application for institute funding shall be made by June 1 and approved by the PDC by the final day of school.
- e) Other expenses related to acquiring additional licensure endorsement as approved by the PDC.

11.2 The Professional Development Committee (PDC) shall consist of five members selected as follows:

- 2 elected by the John F. Kennedy School teachers
- 2 elected by the Middle/High School teachers
- 1 appointed by the President of the Winooski Education Association

The term of office shall be one year; however, committee members may be reelected. All elections for the PDC shall be conducted by the Association. All teachers employed by the District shall be eligible to vote and eligible to serve as members of the committee.

11.3 The Superintendent's office will make the professional development fund available to the committee through the regular purchase order process. Once the PDC submits a batch of purchase orders to the designated school administrative assistant, the purchase orders must be reviewed and submitted to the Superintendent's Office within 3 weeks of receipt. All purchase orders presented to the Superintendent's Office for payment shall include a bonafide invoice or other appropriate documentation to substantiate the reimbursement.

11.4 All decisions of the Professional Development Committee (PDC) shall be final. They shall not be subject to the grievance process contained in this Agreement or further actions of the Board.

## **ARTICLE 12.0 - PAYROLL DEDUCTION**

A payroll deduction plan, currently available to the Winooski Education Association, will continue.

12.1 All future requests will be, but not limited to only these:

- a) W.E.A./VT-NEA Dues

- b) 403 (b) Providers: Four providers currently in use are: AIG-VALIC, Ameriprise Financial, Horace Mann, Jackson National Life and State of Vermont Plan/Great West.
- 12.2 Future changes in deduction details should be agreed upon between the Superintendent and the Winooski Education Association. Changes may take place during the contract period.
- 12.3 All employees will be paid electronically and required to enroll in Direct Deposit.

### **ARTICLE 13.0 - INSURANCE**

- 13.1 HEALTH AND ACCIDENT INSURANCE: Effective July 1, 2020, pursuant to 16 V.S.A. chapter 61 (Commission on Public Schools Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by Appendix C.
- 13.11 FLEX ACCOUNT: The School Board will provide an IRS Section 125 Plan in order to convert deductible and dependent care expenses only effective January 1, 2018.
- 13.2 DENTAL INSURANCE: The District shall at its expense provide teachers single, two person or family membership in a dental insurance plan. The dental insurance plan shall be the one in force for the 2019-2020 year, or substantially equivalent.
- 13.3 LIFE INSURANCE: The District shall provide and pay for term life insurance coverage of \$30,000 for the first five years of service, with said coverage increasing by \$20,000 for each five years of service to a total of \$90,000.

If the master life insurance policy includes a provision whereby a teacher may purchase additional coverage at his/her own expense, the district will make such insurance available. Any such additional coverage will be offered within the conditions set forth by the insurance company. Payment for any such additional coverage shall be by payroll deduction.

- 13.4 PRO-RATION: All health insurance premium payments shall be pro-rated for those teachers who work less than full-time, equal to the percentage of time worked; except that those who work 80% time, or more, shall receive 100% of the respective premium payment. Teachers who receive 100% of the respective (non-prorated) premium payment by the Board per Article 13.1 shall be present for all professional development activities. All dental insurance premium payments shall be

pro-rated for those teachers who work 50% or more. Employees who work less than 50% are not eligible for dental insurance at the expense of the District.

#### **ARTICLE 14.0 - SALARY**

- 14.1 GENERAL: The salary schedule is set forth in Appendix A hereto. Teachers who are hired after the start of the school year shall receive a pro-rated salary based on the appropriate salary step. Pro-ration will be based on the remaining number of contract days in relationship to the total number of contract days.
- Individual teaching contracts will be issued by April 15 with a return date of twelve (12) business days after receipt. A teacher needing an extension beyond the return date shall request an extension from the Superintendent in writing no later than said return date. The teacher and the Superintendent shall mutually agree to the length of the extension.
- Teachers' salary shall be paid in twenty-six (26) equal installments. Prior to August 15th each year, the Superintendent will provide each teacher with a list of the paydays in effect for that school year.
- The District will make a lump sum payment of summer pay if the teacher requests same in writing prior to May 1st of each year. Written notice shall be given to the Superintendent's Office. Summer pay will be paid the first payday following the last student attendance day.
- Teachers' education attainment, placement and recognition for payment is to be effective for payment at the higher rate if the teacher has completed the appropriate course(s) on or before September 30 for the first semester or on or before February 1 for the second semester; and if the teacher has properly notified the central office of his/her intentions for advancement on or before December 1 of the previous fiscal year.
- 14.11 INITIAL SALARY PLACEMENT: The District may place any newly hired teacher at an initial salary step commensurate with the teacher's experience and education. Column placement shall be determined by application of the principles set forth in 14.2 below.
- 14.12 NATIONAL TEACHER CERTIFICATION: The District shall reimburse up to \$1,500 of documented expenses a teacher incurs related to national teacher certification when the teacher successfully completes one of the following certification processes: National Board of Professional Teaching Standards, National Board of Certified Counselors or National Board Certification for School Nurses. Further, the District shall pay national certified teachers an added stipend of \$1,000 per year. In the

case that the State of Vermont provides an annual salary stipend of \$1,000 or more to national certified teachers, the District's annual stipend shall be reduced to \$500.

14.2 SALARY COLUMN PLACEMENT GUIDELINES:

14.21 Column movement between Bachelor and Master's Columns:

14.211 Credits must be earned graduate credits except that undergraduate credits approved by the Superintendent in special circumstances will also qualify.

14.212 A minimum course grade of "B-" must be earned for all credits; except when a lower grade is acceptable in a specific Master's Degree program at an approved college or university.

14.213 Credits must be earned after the granting of the Bachelor's Degree from an approved college or university.

14.214 All credits must have the Superintendent's prior approval.

14.215 All credits must be verified by official transcript.

14.22 Column movement to the Master's Column:

14.221 All grade requirements in section 14.21 above are in force.

14.222 Master's program must have prior approval.

14.223 Official transcripts in total needed to verify awarding of said degree.

14.23 Column movement beyond the Master's Degree:

14.231 A minimum course grade of "B-" must be earned for all credits; except when a lower grade is acceptable in a specific advanced graduate program (i.e., C.A.S., Ed.D, etc.) at an approved college or university.

14.232 Credits must be earned after the granting of the Master's Degree from an approved college or university.

14.233 All credits must have the Superintendent's prior approval.

14.3 CO-CURRICULAR SALARY SCHEDULE: The co-curricular salary schedules for the duration of this agreement will be found in Appendix B.

- 14.4 In the event that a successor to this Agreement has not been ratified by the Board and the Association as of the termination date of this Agreement, no salary schedule step advancement shall be provided unless and until the parties have ratified a successor to this Agreement which expressly provides for such salary schedule advancement.

#### **ARTICLE 15.0 - NEGOTIATION PROCEDURES**

The Board agrees, if the Association is still recognized as the exclusive representative of the teachers, to enter into negotiations as prescribed in Number 127, of the Acts of 1969, Chapter 57, Title 16, Vermont Statutes Annotated, for a successor agreement.

#### **ARTICLE 16.0 - MAINTENANCE OF STANDARDS**

All terms and conditions of employment, which are mandatory subjects of bargaining, applicable on the effective date of this Agreement as established by the rules, regulations or past practices of the Board, will continue during the term of this Agreement unless specifically changed by an express provision of this Agreement.

#### **ARTICLE 17.0 - GENERAL**

**17.1 NON-DISCRIMINATION:** The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of employment on the basis of all the legally protected status described below under state or federal law.

In all 50 states, federal law makes it illegal to discriminate based on:

- Race, Color, National origin, Religion, Sex (including pregnancy, childbirth, and related medical conditions), Disability, Age (40 and older), Citizenship status, Genetic information

In addition, Vermont state law also prohibits discrimination based on:

- Race, Color, National origin, Religion, Sex, Disability: physical, mental, or emotional, Age (18 and older), Genetic information, Sexual orientation, AIDS/HIV, Place of birth, Gender identity, Credit report or credit history

- 17.2 DEFINITION SUPERINTENDENT AND ASSOCIATION - Unless otherwise indicated, the "Superintendent" when used in this Agreement is understood to mean the Superintendent of Schools of the District, and the term "Association" is understood to mean the Winooski Education Association or its designated representative or representatives.
- 17.3 BOARD POLICIES - The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 17.4 DISTRIBUTION OF AGREEMENT- Copies of this agreement will be posted on the school website and printed copies at WSD expense can be requested by teachers in the district office.
- 17.5 EMPLOYEE ASSISTANCE PROGRAM - The Board will provide and pay 100% of the premium cost to provide teachers with an Employee Assistance Program which the Board shall have the discretion to select and change.

#### **ARTICLE 18.0 - SEPARABILITY**

If any provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law, then such provision of application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

#### **ARTICLE 19.0 - NOTICE TO PARTIES**

Any notice to be given by any party to the other under this Agreement will be given by registered or certified mail, or by messenger with addressee signing receipt upon delivery. If given by the Board said notice will be sent to the President, and if given by the Association, said notice will be sent to the Winooski Board of School Trustees, c/o Superintendent of Schools. Either party, by written notice to the other, may change the address at which future written notices shall be given.

#### **ARTICLE 20.0 - CAREER CHANGE INCENTIVE BENEFIT**

Teachers who have served the district for twenty (20), twenty-five (25), or thirty (30) consecutive years, as set forth below shall be eligible for a career change incentive.

- A. ELIGIBILITY - a teacher who seeks a career change and has reached the age of fifty-two (52) shall be eligible for the benefit only if he/she has completed twenty (20), twenty-five (25) or thirty (30) consecutive years of employment with the District as a teacher. For purposes of this benefit the teacher's age and years of consecutive employment will be determined as of June 30 of his/her last year of employment with the District. Only employees with fifteen (15) years of employment with the District as of June 30, 2013 shall be eligible for the twenty (20) year career change incentive. This incentive is offered to no more than 3 employees per year.

Teachers who elect this incentive must so notify the Superintendent and the Board in writing prior to December 1st of the school year of the last year of full service. A teacher who so notifies the Board and who subsequently does not retire as announced shall no longer be entitled to this benefit.

At the discretion of the Board this date may be waived. This incentive is offered to no more than three employees per year. If more than three employees request this benefit, requests will be approved on a first come, first serve basis.

- B. PAYMENT - the benefit paid to the teacher shall be based upon the teacher's average annual salary. This average annual salary shall be calculated using the highest three years of salary paid to the teacher by the District. Said salary shall not include any co-curricular payments received by the teacher. The total benefit shall equal a percentage of the aforementioned "average annual salary." Said percentage shall be determined by the teacher's years of consecutive employment according to the schedule set forth below.

PAYMENT PERCENTAGE

Twenty (20) years - 80%  
Twenty-five (25) years - 75%  
Thirty (30) years - 70%

- C. PAYMENT - The total benefit shall be paid annually to the teacher over the five years immediately following said teacher leaving the district. The annual payment shall be made not later than August 1 beginning with the year which the teacher leaves. Each annual payment shall equal one-fifth (1/5) of the total benefit for which the teacher is eligible.
- D. HEALTH INSURANCE - Each teacher who receives the benefit shall also be entitled to continue his/her enrollment in the medical insurance plan provided by this Agreement for a two year period or until the day that

the teacher reaches age sixty-two (62), whichever shall come first. Said teacher shall pay 50% of the premium cost of the insurance plan and shall remit said payment to the District on or before the tenth (10th) day of each month. A teacher entitled to this health insurance benefit may opt instead to elect dental insurance with 100% of the premium paid by the Board, consistent with the terms of this article.

#### **ARTICLE 21.0 - JOB SHARE**

- 21.1 Definition: Job sharing shall be defined as the allocation of the duties, salary, and benefits of one full time teaching position between two teachers such that the cost of the job sharing does not exceed the cost of one teacher. The division of these duties shall be according to the terms set forth below.
- 21.2 Teachers interested in job sharing shall submit a written proposal to the Superintendent or his/her designee and the appropriate building Principal and/or Director no later than November 15 of the school year preceding the school year during which the job is to be shared. The proposal shall identify the following:
- The position to be shared.
  - The manner in which the job is to be shared; for example, the percentage of the job each is to work.
  - A daily and weekly work schedule.
  - Because the intent is the cost of the job share shall not exceed the cost of one teacher, the one teacher who may receive the insurance benefits (health, dental and life insurance) must be identified.
  - Any other relevant information. For example: how teachers will communicate with each other; how preparation periods will be divided.
- 21.3 No more than one **(1)** per JFK (grades K-5) and **(1)** per WMHS (Grades 6-12) job sharing assignment shall be approved by the Superintendent in one school year. There can never be more than two **(2)** job sharing assignments in one school year.
- 21.4 All job-sharing assignments are reviewed annually by the Superintendent and/or his/her designee and the appropriate building Principal and/or Director. A decision to continue the job sharing assignment(s) will be made by the Superintendent and all teacher(s) impacted shall be notified in writing of their decision no later than March 15.
- 21.5 The proposal shall be reviewed by the Superintendent and/or his/her designee and the appropriate building Principal and/or Director. The teacher(s) shall be notified in writing of their decision no later than

March 15. The decision by the Superintendent whether or not to allow the job sharing proposal shall not be grievable or arbitrable.

- 21.6 The WEA will review the accepted proposal for contractual compliance issues.
- 21.7 The teacher who originally held the full time position will have the right to assume the full time position. If neither teacher held the full time position, the teacher with the most seniority will have the right to assume the full time position.

#### **ARTICLE 22.0 - PROBATION**

- 22.1 For all teachers employed after July 1, 2016, notwithstanding any other provision in this Agreement to the contrary, during a teacher's first two (2) years of regular employment by the Board, the teacher shall work under probationary teaching contracts. Years of employment on a one year contract or long term substitute agreement shall not count towards the teacher's first two (2) years of regular employment.
- 22.2 During this period of probation, a Board decision to terminate or non-renew a teacher's contract will not be subject to the grievance or arbitration provisions of this Agreement.
- 22.3 Two written evaluations of the teacher are required per year but such evaluations are not subject to the grievance or arbitration provisions of the Agreement. The term "written evaluations" as used herein shall include both written observation reports and written performance evaluations.
- 22.4 A teacher working under a probationary contract that the Board does not intend to renew will be so notified on or before April 15.

#### **ARTICLE 23.0 - DRIVER EDUCATION**

- 23.1 The Board shall have the limited right to subcontract Driver Education services provided the following conditions exist:
  - a) The position is posted according to Article 6.6
  - b) No bargaining unit member is available to do the work.
  - c) No bargaining unit member on the recall list (Cf. Article 6.4) is available to do the work.

The subcontracting of this position shall not exceed one (1) school year unless the Association and Board agree to an extension.

THIS AGREEMENT IS BETWEEN THE WINOOSKI SCHOOL DISTRICT BOARD OF SCHOOL TRUSTEES AND THE WINOOSKI EDUCATION ASSOCIATION SHALL REMAIN IN EFFECT FROM JULY 1, 2020 TO JUNE 30, 2021 UNLESS OTHERWISE NOTED HEREIN.



\_\_\_\_\_  
President - Board of School Trustees

10/7/2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
President - Winooski Education Association

10/5/20

\_\_\_\_\_  
Date

**APPENDIX A**

	<b>B</b>		<b>B + 15</b>		<b>B + 30</b>		<b>B + 45 M</b>		<b>M + 15</b>		<b>M + 30</b>	
1	1	\$40,500	1.047	\$42,404	1.094	\$44,307	1.141	\$46,211	1.188	\$48,114	1.235	\$50,018
2	1.047	\$42,404	1.094	\$44,307	1.141	\$46,211	1.188	\$48,114	1.235	\$50,018	1.282	\$51,921
3	1.094	\$44,307	1.141	\$46,211	1.188	\$48,114	1.235	\$50,018	1.282	\$51,921	1.329	\$53,825
4	1.141	\$46,211	1.188	\$48,114	1.235	\$50,018	1.282	\$51,921	1.329	\$53,825	1.376	\$55,728
5	1.188	\$48,114	1.235	\$50,018	1.282	\$51,921	1.329	\$53,825	1.376	\$55,728	1.428	\$57,834
6	1.235	\$50,018	1.282	\$51,921	1.329	\$53,825	1.376	\$55,728	1.428	\$57,834	1.480	\$59,940
7	1.282	\$51,921	1.329	\$53,825	1.376	\$55,728	1.428	\$57,834	1.480	\$59,940	1.532	\$62,046
8	1.329	\$53,825	1.376	\$55,728	1.428	\$57,834	1.48	\$59,940	1.532	\$62,046	1.584	\$64,152
9	1.376	\$55,728	1.428	\$57,834	1.48	\$59,940	1.532	\$62,046	1.584	\$64,152	1.636	\$66,258
10	1.423	\$57,632	1.48	\$59,940	1.532	\$62,046	1.584	\$64,152	1.636	\$66,258	1.688	\$68,364
11	1.47	\$59,535	1.532	\$62,046	1.584	\$64,152	1.636	\$66,258	1.688	\$68,364	1.740	\$70,470
12			1.584	\$64,152	1.636	\$66,258	1.688	\$68,364	1.740	\$70,470	1.792	\$72,576
13					1.688	\$68,364	1.74	\$70,470	1.792	\$72,576	1.844	\$74,682
14							1.792	\$72,576	1.844	\$74,682	1.896	\$76,788
15									1.896	\$76,788	1.948	\$78,894
16											2.000	\$81,000

**APPENDIX B**

Co-Curricular Salary Schedule FY 19-20								
Category	I		II		III		IV	
	% of Base	\$						
Step 1	7%	\$	6%	\$	5%	\$		
Step 2	8%	\$	7%	\$	6%	\$		
Step 3	9%	\$	8%	\$	7%	\$		
Step 4	10.25%	\$	9%	\$	8%	\$		
Step 5	12.25%	\$	10.25%	\$	11%	\$		
Step 6	14.25%	\$	12.25%	\$				
Step 7	16.50%	\$	14.25%	\$			18%	\$

**CATEGORY I**

Head Soccer (boys/girls)  
 Head Football  
 Head Basketball (boys/girls)  
 Head Baseball  
 Head Softball  
 Head Track  
 Winter Cheering  
 Yearbook Advisor

**CATEGORY II**

Asst. Varsity Football  
 Fall Cheering  
 Director, Instr. Music  
 JV Basketball (boys/girls)  
 JV Football  
 JV Baseball  
 JV Softball  
 JV Soccer (boys/girls)  
 Assistant Track  
 HS Student Council Adv.  
 Senior Project Coordinator  
 School Store Chair

**CATEGORY III**

Dir. Of Each Theater Prod.  
 Freshman Baseball  
 JV Cheering  
 Middle School Sports  
 Newspaper Advisors  
 Math League Advisor  
 Scholars Bowl Advisor  
 Middle School Yearbook  
 VTLSP Advisor  
 Jr. Class Advisor  
 Sr. Class Advisor  
 Scholarships/Awards Coor.  
 2<sup>nd</sup> Language Trip  
 ELL Initial Screener

**CATEGORY IV**

Athletic Director

- NOTES: a) The positions listed above are all subject to the budget process. Listed positions are not guaranteed to run.  
 b) Coaches/advisors will be initially placed at the step commensurate with their experience.  
 c) All positions are filled through the Superintendent's office.  
 d) Separate contracts will be issued for each position.  
 e) All persons shall be treated the same whether they are teachers in the district or not.  
 f) The School Store Chair and ELL Initial Screener position duties shall occur outside the school day.

## APPENDIX C

### **Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61**

#### **Article I. Recognition**

- 1.1 In accordance with 16 V.S.A. Chapter 61 (Act 11 of the 2018 Special Session of the Vermont General Assembly) (hereafter Act 11), the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by Act 11. The five publicly elected school board member Commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by Act 11. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission on Public School Employee Health Benefits (Commission).

#### **Article II. Definitions**

- 2.1 The following definitions shall be applicable to this document of the Commission (Document):
- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
  - b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment services requiring a professional administrator's license from the AOE.
  - c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

#### **Article III. Scope of Bargaining**

- 3.1
- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;

- b) Standardizing the duration of health insurance coverage during a term of employment;
  - c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time.
  - d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees;
- 3.2 The parties agree that nothing herein is intended to preempt or regulate an aspect of educational system employment that is outside of the statutory jurisdiction conferred upon the Commission.

#### **Article IV. Plan Offerings**

- 4.1 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.

#### **Article V. Eligibility for Health Benefit Coverage**

- 5.1 Beginning on January 1, 2021, 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.
- 5.2 Full-time status for determining the amount of employer-subsidized coverage for premium costs will be based on full time or full time equivalent (FTE) definitions as locally negotiated or determined.
- 5.3 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.

- 5.4 Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.
- 5.5 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.
- 5.6 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.

**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.

**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.

- 5.7 **Duration of Insurance Availability:** the health insurance offered under this Document 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.

#### **Article VI. Premium Cost-sharing: Employers and Employees**

- 6.1 **For Teachers, Licensed School Administrators:** Each employer 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.
- 6.2 **For all Other School Employees:** The premium split for support staff will be status quo in the separate districts through December 31, 2021, but in no case shall exceed twenty (20%) percent of Gold CDHP or Silver CDHP plan for any tier of coverage. Beginning on January 1, 2022 all support staff who are not at the 20% premium contribution level will increase the employee contribution by not more than two (2%) percentage points, not to exceed twenty (20%) percent 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.

#### **Article VII. Out-of-Pocket Cost Sharing: Employers and Employees**

- 7.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of coverage; for support staff \$2200 for single-tier coverage and \$4400 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 licensed teachers and administrators:

\$2100 for a single tier and \$4200 for all other tiers; for support staff \$2200 for a single tier and \$4400 for all other tiers.

## **Article VIII. Employees Under Part-time Contract in Two or More Districts/Supervisory Unions**

- 8.1 **Cost Sharing:** Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for health insurance coverage according to this Document (“Eligible Employee with Multiple Employers”) as follows: Each district will bear a proportional premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee’s contract. For example, if district “A” has a 60% employment contract/relationship with the school employee, District “A” will be responsible for 60% of the total district costs sharing responsibility set forth herein.
- 8.2 **Plan Administration for Multiple District Employee:** For an Eligible Employee with Multiple Employers, administration of the employee’s health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee’s insurance benefits.
- 8.3 **Transfers Between Educational Employers:** If an Eligible Employee with Multiple Employers transfers between two employers bound by this Document during the course of any one calendar year the employee’s coverage under the plan shall remain unchanged. However, the employer obligations under this Document shall be appropriately pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.

## **Article IX. General**

- 9.1 All terms and conditions of this Document will be incorporated by reference into existing collective bargaining agreements in accordance with applicable laws.
- 9.2 All terms and conditions of this Document will be incorporated by reference into school policies or individual employment contracts that govern health benefits for school employees not in recognized bargaining units in accordance with applicable laws.

- 9.3 Nothing in this Document shall be construed to deny, restrict or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's Family and Medical Leave Laws, or other state and federal statutes.

#### **Article X. Duration of Statewide Document**

- 10.1 Two and one-half years commencing July 1, 2020 (per statute) with the stipulation that the status quo prevailing in the various districts with respect to health care will remain in effect between July 1, 2020 and December 31, 2020 and to then implement the new state-wide changes on January 1, 2021 in order to correspond to the health care plan's calendar year status and IRS regulations regarding HRA/HSA funding.

#### **Article XI. Transitioning to a Statewide Third Party Administrator Services in the Interim**

- 11.1 Employers shall pay the administrative expenses charged by the Third Party Administrator (TPA).
- 11.2 Autopayment to providers will be the default payment method unless requested otherwise by the bargaining unit.
- 11.3 The TPA chosen shall be able to provide debit cards to facilitate payments when auto-payment is not an option. Debit cards must be provided to employees prior to January 1<sup>st</sup> of each year of this Document.