

Side Letter of Agreement

This Letter of Agreement ("Agreement") is by, between and among the Essex Junction Westford Education Association ("Association") and the Essex Junction School District Incorporated ("District").

This Agreement demonstrates the following understanding:

Whereas, reductions in staffing may be necessitated by the District; and

Whereas, these reductions would result in the implementation of reductions in force as specified in Article IX of the 2011-2013 Agreement between the Prudential Committee and the Essex Junction Westford Education Association ("Master Agreement"),

The Parties herein agree,

1. Effective 7/1/12, Article IX, Section 9.3 of the Master Agreement shall be replaced by the following language:

9.3 Seniority Category:

- A. Seniority Categories shall be created based on the license and endorsement requirement(s) of the position as determined by the Vermont Department of Education (VT DoE) using the State Board of Education Manual of Rules and Practices. A separate Seniority Category shall be developed for each licensing endorsement area with the exception of the following:
 - 1) Grades K-5 Elementary Education (endorsement 1-00) and Early Childhood Education (0-36) shall be combined into one category.
 - 2) Special Educator (endorsement X-82), Intensive Special Education Teacher (endorsement X-81), Consulting Teacher (endorsement X-85) and Early Essential Education (endorsement X-80) shall be combined into one category.
 - 3) All Modern and Classical Languages (endorsement X-06 A-F) shall be combined into one category.
 - 4) Grade 6 Elementary Education, English, Math, Science and Social Studies shall be combined into one category called "Grade 6".
 - B. A separate Seniority Category shall exist for Alternative Education and other assignments without a specific endorsement requirement.
 - C. The following Seniority Categories shall further be grouped into grades K-5 and 6-8: Modern and Classical Languages, Reading Specialists, and Library Media Specialists.
 - D. The Elementary Education Seniority Category shall further be grouped into grades K-5 and Grade 6.
 - E. The following Seniority Categories shall apply to Grades 7-8 only: English, Math, Science, and Social Studies.
 - F. A teacher's Seniority Category is based on the current year assignment of the teacher as specified on his/her individual contract for that year.
 - G. A teacher shall be assigned only one Seniority Category in any given school year. In the event a teacher is assigned to teach in more than one Seniority Category during a school year, s/he shall have his/her seniority applied in the Seniority Category accounting for the majority of his/her assignment for that school year as specified on his/her individual contract.
 - H. A teacher whose assignments are of equal percentage in multiple Seniority Categories shall designate the Seniority Category in which his/her seniority shall be applied as reflected on his/her individual employment contract. This designation shall be made upon the initial issuance of said multiple assignments and shall remain in effect unless and until said assignments are changed at which time this 9.3 shall be applied anew.
 - I. Seniority shall be applied within the Seniority Category noted on the teacher's current contract.
2. For as long as John Pontius is (1) employed by the District, (2) assigned to the English Seniority Category and (3) continues to hold a valid Elementary Education endorsement (1-00), he shall be deemed to hold seniority in both the

Grade 6 Seniority Category and the English Seniority Category. (This means that if the English Seniority Category is reduced and Mr. Pontius's is the least senior teacher in that category, he will be able to bump the least senior teacher in the Grade 6 Seniority Category if he holds greater seniority than said teacher.) This provision is unique to this case, and does not establish precedence for future such Agreements.

3. This Agreement shall continue until negotiated otherwise between the parties; and,
4. The Association agrees not to grieve the existence of this Agreement, and the Association furthermore agrees not to use this Agreement as a basis for grievance on this topic.

As authorized representatives, these agents set their seals in agreement with the above:

For the Association

Date

For the District

Date