

EARLY DEPARTURE PROGRAM

The Essex Union High School Board (the "Board") and the Essex Junction Westford Education Association ("Association") hereby agree that an Early Departure Program will be offered during the 2010-2011 and 2011-2012 school years under the following limited conditions:

I. Eligibility

This program is offered to any teacher in the Essex Union High School District ("District") who has twenty-five (25) or more years of teaching service to the District who has not previously participated in and/or received any similar early departure and/or retirement incentive or benefit from a member school district within the Chittenden Central Supervisory Union.

II. Compensation

For any teacher who elects to resign under this Program, the following compensation will be provided:

- A. Teachers resigning with an effective date of June 30, 2011 shall receive a total cash payment of \$27,000 with an additional \$3,000 for teachers with a sick leave balance of 180 days as of the last day of school. Said payments shall be payable in three equal installments over three years.
- B. Teachers resigning with an effective date of June 30, 2012 shall receive a total cash payment of \$24,000 with an additional \$3,000 for teachers with a sick leave balance of 180 days as of the last day of school. Said payments shall be payable in three equal installments over three years.
- C. The payments in each of the three years will be issued on or before July 1 of each year following the teacher's separation from the District. The School District will deduct any applicable state and federal taxes from the payments to teachers.
- D. Payments to a teacher participating in this program shall be prorated based upon the teacher's full-time equivalency (FTE) in his/her final year of service to the District.

III. Procedures

Application for this program will be accomplished by the teacher tendering a letter of resignation, with an effective date of either June 30, 2011 or June 30, 2012. For teachers electing to resign, the letter of resignation must be received by December 1 of the calendar year immediately preceding the effective date of resignation. The letter of resignation shall be addressed to the Superintendent of Schools and received in the Superintendent's office by the above applicable deadlines. A resignation submitted pursuant to this program is irrevocable.

IV. Other Provisions:

- A. This Program will be offered during the 2010-2011 and 2011-2012 school years and in accordance with the provisions and procedures set forth herein. This Agreement shall expire on June 30, 2012.
- B. The parties further agree that if during the course of negotiations for a collective bargaining agreement during any of the school years covered by the side letter of agreement (including the period of time in which the District is making payments to teachers), it is necessary to utilize fact-finding to resolve their dispute neither side shall cite in the fact-finding proceeding either the financial losses or gains which the School District may experience as a result of the turnover of staff under this Program.

- C. This Program is being offered on an entirely voluntary basis. No teacher shall be obligated to participate in this Program.
- D. Teachers electing to participate in this Program waive their right to any retirement benefit under the Master Agreement.
- E. This Agreement shall be considered a side letter of agreement and is not an addendum to the Master Agreement. However, should a dispute arise as to the interpretation of its provisions, the enforcement procedures of the grievance and arbitration provisions of the contract shall apply. It is specifically understood, however, that this agreement shall expire according to the terms specified herein. In no way shall it be considered part of the status quo should the parties fail to reach agreement on a successor Master Agreement nor shall it be continued beyond the term specified herein.

For the Board

Date

For the Association

Date