

**AGREEMENT**

**Between The**

**WESTFORD SCHOOL BOARD**

**And The**

**ESSEX JUNCTION WESTFORD EDUCATION ASSOCIATION**

**2011-2013**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into between the WESTFORD BOARD OF SCHOOL DIRECTORS (hereinafter known as the "BOARD"), and the ESSEX JUNCTION WESTFORD EDUCATION ASSOCIATION, affiliated with the Vermont Education Association (hereinafter be known as the "ASSOCIATION").

### **ARTICLE I RECOGNITION**

- 1.1 The Board recognizes the Essex Junction Westford Education Association as the sole and exclusive representative for the purpose of collective negotiations, pursuant to Title 16, Chapter 57, of the Vermont Statutes Annotated.
- 1.2 Unless otherwise indicated, employees in the above unit will be referred to as "teachers." Reference to teachers will include female and male teachers. All part-time teachers will be recognized under this Agreement on a pro rata basis where applicable except as stipulated in Article 2.10.

### **ARTICLE II GENERAL**

- 2.1 The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of teacher employment on the basis of race, creed, color, religion, national origin, disability, sex, age, domicile, marital status, sexual orientation, gender identity or any other legally protected status under state or federal law.
- 2.2 Unless otherwise indicated, the term "Superintendent" when used in this Agreement is understood to mean the Superintendent of Schools of the Chittenden Central Supervisory Union or his/her designee.
- 2.3 Copies of this Agreement will be given to each teacher requesting a copy. Copies of this Agreement will be available electronically.
- 2.4 Any notice other than routine to be given by one party to the other under this Agreement will be given by registered, certified mail, or in person. If given by the Board, said notice will be sent to the designated representative of the Essex Junction Westford Education Association. If given by the teacher, said notice will be sent to the Westford School Board, c/o Superintendent of Schools, 51 Park Street., Essex Junction, Vermont 05452. Either party by written notice to the other may change the address for future written notices.
- 2.5 Teachers shall not be required or requested to work under unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health or safety.
- 2.6 If any provisions of the Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law, then such provision or application will be deemed invalid and non-existing, except to the intent 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.

- 2.7 This Agreement is a complete Agreement between the contracting parties covering all matters which were the subject of negotiations. No prior agreements of understanding, oral or written, pertaining to matters contained herein shall be controlling.
- 2.8 This Agreement may not be modified, in whole or in part, except by an instrument in writing duly executed by both parties.
- 2.9 The Board agrees to deduct Association dues from the salary of each teacher who voluntarily authorized dues deductions. Said deduction will be in substantially equal amounts from each paycheck during the school year. Authorizations shall continue from year to year unless revoked by the teacher in writing prior to July 1 of any year. Dues deducted from teachers' salaries will be transmitted to the Association at regular intervals during the school year. The Association will annually certify to the Board the amount of Association dues.

The Association shall provide payroll at Central Office, deductions covered under this paragraph, by August 1 of the contract year in which the deduction applies for all existing members as of said date, otherwise the teachers' previous year deductions shall continue in force for the entire school year unless terminated by the employee by the dates set forth herein.

The form in which the Association reports union dues for existing membership must include, at minimum, employee name, social security number, and total unions dues to be deducted for the corresponding contract year. A separate report shall be provided for each school district. The report shall list teachers alphabetically by last name.

The form in which the Association reports union dues for new members must include, at minimum, employee name, social security number, total union dues to be deducted for the corresponding contract year, and signed employee authorization.

The District payroll office shall make changes to union dues not more than once in any contract year. However, union dues to individual employees may be adjusted as necessary due to changes in employment status with proper notification and reporting from the Association as outlined herein.

- 2.10 All rights, privileges, terms, and conditions of employment set forth in this Agreement shall apply to part-time teachers on a pro rata basis. For the sole purpose of establishing a part-time teacher's pro ration for salary, insurance, tuition reimbursement, preparation time, and paid leaves, the core working hours for full-time employment shall be thirty-five (35) hours per week. Preparation shall be considered part of the teacher's assignment.
- 2.11 The Association and the Board subscribe to the principle that whenever possible differences should be resolved by peaceful and appropriate means without interruption of the school program. The Association, thereby, agrees that it will not engage in or encourage a strike, work stoppage, or other concerted refusal to perform work during the life of the Agreement, nor shall the Board engage in or permit any lockout of teachers.
- 2.12 Rights of the Teachers: The Board agrees that each teacher shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. It is further agreed that each teacher shall have the right not to join this or any other teachers' association if he/she so desires. It is further agreed that neither the Board nor the Association shall discriminate against any teacher with respect to salary, economic conditions of employment, or professional standing by reason of membership or non-membership in the Association or its affiliates, nor for participation in any other lawful activities of the Association. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may now have under Vermont State school laws

or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

- 2.13 The procedure for suspending and dismissing teachers shall be in accordance with Title 16, Chapter 53, §1752, of the Vermont Statutes Annotated.
- 2.14 Rights of the Association: The Association shall have the right to use such facilities and equipment as are normally located for teacher use within the school, as well as school audio-visual equipment at reasonable times and upon prior request to the principal or his/her designee, provided that such use does not interfere with the teaching of pupils or interrupt normal school activities and operations. Any cost of repairs beyond ordinary maintenance resulting from the use of such equipment, and the cost of materials, shall be borne by the Association.
- 2.15 Members or representatives of the Association shall be permitted to transact official business of the Association on school property during regular school hours provided that this does not interfere with any assigned duties or interrupt school programs and operations.
- 2.16 The Association shall have the right to use the teachers' lounge for the posting of notices of its activities and matters of Association concern, provided that no matter shall be placed in the teachers' lounge which is derogatory of any individual or detrimental to the best interest of the school district. The Association may use the teachers' mailboxes for communications to teachers provided that the above mentioned safeguards are observed.
- 2.17 Association Days. The Board agrees, in cooperation with the other member school districts within the Chittenden Central Supervisory Union to make available a maximum of three (3) Association days across the Supervisory Union to the President of the Association. The Board agrees that appropriate requests for up to three (3) school days release time for the purposes of conducting Association business will be granted by the Superintendent or his/her designee at the request of the Association President. When practicable to do so, the President shall request such days in writing to the Superintendent at least forty-eight (48) hours in advance to allow adequate time to process the request and secure a qualified substitute. The Association shall reimburse the District for the full cost of any substitute teachers. This allowance of three (3) Association days is non-cumulative. The Superintendent (or his/her designee) and the Association President shall develop a mutually acceptable process for managing and tracking said leave.
- 2.18 Management Rights:
- A. The Board is charged by law with the responsibility for and authority to manage and direct the operation of the system. However, in the exercise of such responsibility and authority, the Board shall conform to the provisions of this Agreement to the extent permitted by law. In recognition of the fact that the Board is vested with the responsibility for assuring the quality of education and the efficient and economical operation of the District, it is hereby agreed that except as specifically and directly modified by express written language in a specific provision of this Agreement, the Board retains all rights and powers that it has or may hereafter be granted by law, and may exercise such powers at its discretion.
- B. The District's exercise of any retained right or function in a particular manner shall not preclude the District from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The District'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.
- 2.19 The Board shall have the right to issue one year non-renewable contracts in the following circumstances:
- A. For vacant positions posted after June 30;

- B. To those individuals hired to replace a teacher on a paid or unpaid leave pursuant to Article III of this Agreement.

All temporary contracts issued pursuant to this provision of this Agreement will include a notation indicating that the contract is a temporary, non-renewable contract. Individuals who hold a temporary contract shall have the rights and benefits provided by this Agreement except paragraphs 2.13, 6.2, 6.3, 6.4 and Article IX. However, if a teacher receives a continuing or renewable contract in subsequent years, that teacher will be credited with the years served under the nonrenewable contract(s) for purposes of seniority.

### ARTICLE III LEAVES

*Note: In accordance with the provisions of 15 V.S.A. Chapter 23 and 18 V.S.A. Chapter 106, a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "dependent," "next of kin," and other terms that denote a spousal relationship as those terms used in the Leaves provision of this Agreement.*

- 3.1 Sick Leave: Teachers shall be entitled to paid leave for absence due to personal illness or physical disability connected with or resulting from pregnancy, as set forth herein. When such disability is foreseen, as in the case of elective surgery and pregnancy, the teacher shall notify the superintendent of the expected commencement date of the sick leave as soon as this date is determinable. It shall be the right of the superintendent to require reasonable periodic medical certification to verify the disability of a teacher.

Teachers shall be entitled to twenty (20) sick leave days each school year.

Unused sick leave shall be accumulated from year to year with a maximum limit of one hundred eighty (180) days.

- 3.2 Emergency Leave: Up to five (5) days of emergency leave, non-accumulative, for illness in the household or immediate family will be allowed each year. For purposes of this section, immediate family is defined as: spouse, children, parents, and siblings.

- 3.3 Bereavement and Compassionate Leave:

(a) Bereavement Leave: Each employee shall be allowed up to five (5) days paid leave of absence per incident, for a death in the immediate family. For purposes of this section, immediate family shall be defined as: spouse, children, parents, siblings, grandparents, grandchildren, son/daughter/ father/mother-in-law, or a member of the immediate household.

(b) Compassionate Leave: Each employee shall be allowed up to two (2) days paid leave per year at the discretion of the immediate supervisor for the death of a close friend or relative not listed in III, 3.3 (a) [Bereavement Leave] above.

- 3.4 Personal Leave:

(a) A teacher shall be granted three (3) leave days each school year for personal, legal, business or religious matters which cannot reasonably be conducted outside school hours. A written request to the principal must be made at least two (2) working days in advance of taking said leave, except in cases of emergency.

A teacher requesting personal leave shall not be required to give specific reasons for taking said leave and personal leave shall not be unreasonably denied. Teachers who take a leave day before or after a vacation or holiday will be docked substitute pay. No more than thirty percent (30%) of the staff may be out on such days.

- (b) Up to two additional days of leave per teacher may be granted at the discretion of the Superintendent for religious purposes only. Such day(s) must be requested on or before October 1 of the contract year. If the combined use of religious and personal days exceeds three days per contract year, a commensurate number of professional work days will be worked on or before June 30 of that contract year at the direction of the Superintendent.

3.5 Professional Study Leave: Leave for the purpose of visiting other schools or attending meetings or conferences of an educational nature may be granted at the discretion of the administration.

Professional leave will not be unreasonably denied.

3.6 Unpaid Sabbatical Leave: A teacher shall be granted an unpaid sabbatical leave of up to one (1) year to pursue an educational program or an activity which will benefit the district, provided the following criteria have been met:

- a) The teacher has taught a minimum of four (4) years in the Westford School District.
- b) Application for the leave of absence was made on or before March 1 of the school year preceding the leave.
- c) The leave of absence has been approved by the superintendent.

On or before March 1, the teacher shall send the Superintendent a letter indicating his or her intent to return to the Westford School District for the ensuing school year.

During a leave of absence, a teacher shall have the option to continue his/her coverage under the insurance plans as provided by this Agreement at the teacher's own expense under COBRA consistent with Article V of this Agreement.

3.7 Other Leaves of Absence: Other leaves of absence with or without pay may be granted at the discretion of the Board. Teachers will submit a leave request sixty (60) days prior to the leave commencement date unless there are extenuating circumstances.

3.8 Pay Deductions for Absence: Absences beyond allowable leaves will result in deduction in pay at the rate of 1/188 of the annual contracted amount for each day's absence.

3.9 A teacher who is absent due to a work related disability which is covered by Worker's Compensation Insurance shall, during the period he/she is covered by the sick leave provisions of this Agreement, receive his/her full salary and have deducted from his/her sick leave one-half (1/2) day for each day of absence. Worker's Compensation benefit checks, while the teacher is covered by the sick leave provisions of this Agreement, shall be endorsed to the School District.

3.10 Parenting Leave: A teacher may, upon request, be granted a parenting leave for up to one (1) year by the Board. The leave shall be without pay. For a leave to qualify under this provision, it must be requested prior to the child's first birthday or in the case of adoption within one (1) year of the teacher obtaining custody. Requests for such

leave shall not be unreasonably denied by the Board. The date of a teacher's return from a parenting leave shall coincide with the beginning of a marking period, semester, or school year, and the date of return will be specified by the teacher before the leave commences. Teachers will submit leave requests sixty (60) days prior to the leave commencement date whenever possible.

#### ARTICLE IV COMPENSATION

4.1 Teachers will be paid in twenty-two (22) or twenty-six (26) substantially equal bi-weekly installments. The first paycheck each year shall be made on the first Friday of the school year. A teacher will receive his/her remaining paychecks for the months of July and August on the last official payday in June. A teacher shall elect either twenty-two (22) or twenty-six (26) pay periods at the time of initial employment. Thereafter, a teacher may change his/her payment option by notifying the school district in writing on or before August 1 preceding the school year in which the change will take effect.

4.2 Contract of Employment: A contract of Employment is attached to and made a part of the Agreement.

4.3 The salaries of all certified professional employees covered by this Agreement are set forth in Appendix B (2006-2007), Appendix C (2007-2008) and Appendix D (2008-2009) which are attached hereto and made a part hereof.

a) Placement of New Hires: The previous experience of a teacher new to the system will be evaluated and credits for experience will be at the discretion of the Board.

b) Teachers employed by the District on May 18, 2011 who have attained the National Board Certification prior to said date shall be paid an annual stipend of \$2,000 for so long as they maintain their certification. Such stipends shall be taxable and be included in the percentage of total new salary money for settlement purposes.

Short and long term substitutes are not included in the above provision, are not provided employment contracts, and are not members of the bargaining unit. Substitute teachers will be employed for teachers on extended, board approved leave totaling less than half the total number of annual employment days (rounded to the next full day) as noted in Article VI, §6.1 or, in the case of paid leave, for the duration of the paid leave, whichever is longer.

4.4 Tuition Reimbursement: Teachers shall engage in professional development opportunities directly connected to standards for student performance designed to improve the quality of education for students in our schools.

The Board will pay for courses, workshops, seminars, conferences, or other training (hereinafter "courses") which are a part of a program of professional improvement and growth directly connected to the school action plan and district goals as established by the Board, and/or professional goals developed with the principal/supervisor. Courses may be taken by a teacher under the conditions noted herein.

A. Payment or reimbursement under this article is limited to the value of six credits at the current contract year's fall University of Vermont in-state rate (pro-rated for part-time teachers). Teachers who do not use their full tuition reimbursement allotment during a contract year may carry that allotment into the next contract year. No teacher, however, shall be entitled to reimbursement for more than the value of twelve (12) credits in one contract year. No unused credits from years other than the prior year may be used.

B. Reimbursement must be requested by the teacher and approved by the Superintendent in advance of enrollment.

- C. The course shall be part of a program of professional improvement and growth approved by the Superintendent and directly connected to improving student learning within our district's schools. Teachers shall indicate how the requested course fits their individual professional development plan (or individual performance goals if the teacher holds a level 1 license) and how the course/activity is directly connected to improving student learning within their corresponding school. Teachers must demonstrate how the course/activity will impact on student learning through connections to one or more of the following: the school action plan or strategic plan; the school mission statement or school district goals; the performance criteria of the District supervision and evaluation model for teachers; or, individual professional goals as approved by the building principal/supervisor. The Superintendent shall exercise discretion as to whether a particular course is sufficiently connected to improving student learning within the school district.
  - D. Reimbursement shall be provided only after the teacher has provided the Superintendent with proof that he/she has earned a minimum grade of "B." In courses where the normal grade given is pass or fail, the teacher shall provide proof of satisfactory completion of the course. Grade reports shall be filed with the Superintendent within three months of the completion of the course. A teacher's failure to do so will constitute the course not being satisfactorily completed by the teacher.
  - E. Reimbursement under this article is limited to registration fees only, and shall not be applicable to travel, lodging, meals, etc., expenses.
  - F. A teacher may request prepayment for courses which have been approved by the District. Monies advanced to the teacher shall be considered advanced under a loan agreement. If the teacher drops the course or fails to obtain the necessary grade, he/she shall repay the District within sixty (60) calendar days of such notification. The Superintendent may require teachers requesting prepayment to complete a form which constitutes a loan agreement and authorization for payroll deduction.
- 4.5 Professional Development Reimbursement: The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions, or other sessions that a teacher is required and/or requested by the administration to take, excluding state recertification credits.
- 4.6 Compensation: Official verification of successful course completion must be provided to the Superintendent on or before September 1 of a given contract year for column movement to be applied on the salary schedule in that contract year.

## ARTICLE V INSURANCE

- 5.1 Insurance: The Board agrees to provide any insurance coverage as provided 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 of such a claim; further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, of any person furnishing professional services provided pursuant to the insurance coverage terms. In the event that both a husband and wife are employed by the Board, the Board will be obligated to provide only one insurance plan for the husband and wife or partners to a civil union, as defined by 15 V.S.A. Chapter 23, and 18 V.S.A. Chapter 106, as a unit (e.g., two-person or family plan). The Board will offer health insurance to each teacher and his or her dependents. The term dependent shall include a person who is a party to a civil union pursuant to 15 V.S.A. Chapter 23, and 18 V.S.A. Chapter 106.
- 5.2 Health Insurance: The District shall provide, at the option of the teacher, a single, two-person or family membership in the Blue Cross/Blue Shield VEHI Dual Option Plan. Teachers shall contribute fourteen percent (14%) of the premium cost of the Dual Option Plan; effective July 1, 2012, teachers shall contribute fifteen percent (15%) for this Plan. In addition to the VEHI Dual Option Plan noted above, the District shall also offer the VEHI Comprehensive

Plus 1000 Plan (Managed Parity). Teachers shall contribute ten percent (10%) of the premium cost of the Comprehensive Plus 1000 Plan. The Board shall also reimburse teachers for deductible costs for this plan up to \$1,000 for single coverage, \$2,000 for two person and family coverage. The District shall continue to offer the Blue Cross/Blue Shield JY-MB Managed Parity (Plan B Managed Parity) for teachers who are enrolled in this plan as of June 30, 2010. For the JY-MB Plan the District's contribution towards premium costs shall be limited to an amount equal to the District's premium costs for the VEHI Dual Option Plan noted above. Teacher contributions towards the premium cost of health insurance shall be paid by automatic payroll deduction. The Board agrees to establish and administer, at its expense a Section 125 Plan for teachers. This benefit may be utilized for insurance premium conversion.

5.3 Life Insurance: The Board shall provide and pay the premium for a term life insurance policy for each teacher in the amount of Thirty Thousand Dollars (\$30,000).

5.4 Dental Insurance: The Board agrees that, effective July 1, 2001, it, in collaboration with the other member districts in the supervisory union, will establish a self-funded common dental plan (the "Plan") for teachers and their dependents. The district shall contract with a third-party administrator to manage the Plan. The Board shall pay 100% of the cost of dental coverage for each full-time teacher enrolled in the Plan. The costs of the Plan shall be defined as claims and third-party administration costs. The following plan shall be in effect:

Class A	Preventative	100%
Class B	Basic	80%
Class C	Major	60%
Class D	Orthodontia	60%

Deductible amount \$25.00 (\$75 family) per calendar year. \$1,000 per person annual limit on Class A, B, C (combined). \$1,000 per person lifetime limit on Class D.

The Superintendent, with the assistance of the third party administrator, shall establish a rate structure for the Plan based upon the cost of the Plan as defined above. Any necessary teacher contributions to the cost of the Plan shall be paid via automatic payroll deduction.

## ARTICLE VI WORKING CONDITIONS

6.1 188 total employment days with a minimum of 176 student days, minimum of five inservice days, and up to seven days at district discretion (student and/or inservice days); in the event that fewer than 188 days are scheduled on the local calendar, the remaining days will be scheduled at the school level among or between teachers and the supervising principal (or if necessary, as directed by the principal). Teachers will receive per diem rate for days worked over one hundred eighty-eight (188). All courses must be approved in advance by the Superintendent to qualify for credit toward horizontal salary schedule movement.

6.2 A teacher will be notified on or before April 15, if he/she is not to be hired for the next school year. If a teacher is not given such notice by April 15, he/she shall receive a contract for the following year. Notice to a teacher shall be in writing along with a statement of reasons.

6.3 Contract Renewal. The Board shall issue a contract of employment annually to those teachers whom it intends to re-employ. Contracts shall be issued on or before May 1 of each year. A teacher shall return a signed copy of the

contract within fifteen (15) days of issuance; the failure to do so shall be deemed a refusal of the contract offer and the position shall be declared vacant.

In the event the Board and the Union have not ratified a successor to this Agreement by the date provided herein for the issuance of individual teacher contracts, individual contracts will be issued which reflect the teacher's then existing salary. These contracts shall be adjusted after the successor to this Agreement is ratified to reflect the terms of said successor Agreement.

- 6.4 Except as otherwise provided in this section and Article II, Section 2.18, no teacher will fail to have his/her contract renewed or be disciplined, suspended, dismissed, or have a salary increment withheld without just cause. During a teacher's first two (2) years of employment by the Board, the teacher shall work under probationary teacher contracts. During this period of probation, a Board's decision to suspend, terminate or non-renew the teacher's contract will not be subject to the grievance/arbitration provisions of this Agreement.

A probationary teacher will receive a minimum of two (2) classroom observations per year that will be included in the final evaluation of the year. One (1) of the observations shall occur by January 1<sup>st</sup> of each of the first two (2) years. Written evaluations and observations of probationary teacher shall not be subject to the grievance/arbitration provisions of this Agreement.

Any suspension of a teacher, pending final Board action shall be with pay. A non-probationary teacher who is suspended may appeal that suspension by filing a grievance at Step 3 within ten (10) days of the effective date of the suspension or by filing an appeal pursuant to Title 16, §1752 of the V.S.A. The election of one method of appeal shall preclude the other. In any event, the teacher shall be paid until the Board renders its decision.

- 6.5 a) The Board agrees to hire only those teachers who are licensed or will be licensed by the first day of employment. It is the responsibility of the teacher to acquire and maintain his/her license and to keep the superintendent fully informed as to his/her progress and current license status.
- b) On or before June 15 of each year but not later than the last day of the school year, teachers will be notified of their specific class assignments, grade areas, ability groupings, and class sizes. However, subsequent to that notice, if such specifications are changed due to circumstances unforeseen at the time of notice, the Board shall notify teachers of said change(s) as soon as possible.
- 6.6 Each teacher shall receive a preparation period each day of no less than forty-five (45) continuous minutes. Preparation time shall be scheduled sometime after the first class period begins and prior to the end of the day's classes. Teachers shall have a duty-free, twenty-five (25) minute lunch period.

## ARTICLE VII GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance: Any claim by the Association, a teacher, or the Board that there has been a violation, misinterpretation or misapplication of the terms of this Agreement or a violation of any established policy shall be grounds for grievance.
- 7.2 Grievant: Grievant is the Association or the teacher(s) making the claim.
- 7.3 Time Limits: All time limits shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter. School days, for purposes of the grievance procedure, shall mean teacher employment days. No grievance shall be given formal consideration unless it is filed at Step 1 within thirty (30)

days after the Grievant could reasonably have been expected to have knowledge of the occurrence that gave rise to the grievance. Failure by the grievant or his/her representative to adhere to the time limits specified herein shall render the grievance null and void. Failure of the administration or Board to render a decision within the specified time limit shall constitute a denial of the grievance and the Grievant shall then proceed to the next step of this procedure.

7.4 Representation: Upon selection and certification by the Association, the Board shall recognize the Association grievance committee. At least one (1) Association representative may, upon request of the Grievant, be present for any meetings, appeals or other proceedings relative to a grievance which has been formally presented. 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 or the Board.

7.5 Procedure: The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications, i.e., verbal and written. When requested by the teacher, the Association representative may assist in this resolution. However, should such informal processes fail to satisfy the teacher, then a grievance may be processed as follows:

Step 1 - The Grievant shall present the grievance in writing, setting forth the details of the grievance, the applicable provisions of the Agreement and the remedy sought, to the principal who will arrange for a meeting within five (5) days after receipt of the grievance. The Association's representative, the aggrieved teacher and the principal shall be present for the meeting. The principal must provide the aggrieved teacher and the Association with a written answer on the grievance within five (5) days after the meeting. Such answer shall include the reason(s) upon which the decision was based.

Step 2 - If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Superintendent or his/her official designee within five (5) days after receipt of the Step 1 response.

The Superintendent shall arrange for the meeting with the grievant and a representative of the Association's grievance committee to take place within ten (10) days of his/her receipt of the appeal. Upon conclusion of the hearing, the superintendent will have ten (10) days in which to provide his/her written decision to the Association.

Step 3 - If the grievance is not resolved at Step 2, then the grievant may refer the grievance to the Board within ten (10) days after receipt of the Step 2 response. The Board shall arrange for a meeting with the representatives of the Association's grievance committee to take place within ten (10) days of its receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board will have ten (10) days in which to provide its written decision to the Association.

Step 4 - Arbitration - If the Association is not satisfied with disposition of the grievance at Step 3, or the Step 3 time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association which shall act as the administrator of the proceedings.

If a demand for arbitration is not filed within ten (10) days of the date for the written Step 3 response, then the grievance will be deemed withdrawn.

7.6 Arbitration Awards: The Board shall notify the Association as to the manner in which it intends to enforce the arbitrator's award no later than fifteen (15) days after receipt of said award. The Board or the Association may request from the arbitrator clarification of his/her award not later than thirty (30) days after receipt of said award. It is recognized that the Board or the Association may appeal the final award of an arbitrator pursuant to 12 V.S.A. Chapter 192.

7.7 Powers of the Arbitrator: The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.

- 7.8 Cost of the Arbitration: Each party shall bear the full costs for its representation in arbitration. The cost of the arbitrator and AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party will bear full costs for that transcript. Should both parties order a transcript, then the cost of the two transcripts will be divided equally between the two parties.
- 7.9 Grievant's Representation: The Board acknowledges the right of the grievant's representative to participate in the processing of a grievance of the teacher(s).
- 7.10 By-passed Step and Class Grievances: Provided the grievant and the Board agree, Step 1 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class grievance involving an administrator above the building level may be filed by the aggrieved teacher at Step 2.
- 7.11 No Reprisals: No reprisals of any kind will be taken by the Board, the school administration, or the Association against any teacher because of his/her participation or non-participation in this procedure.
- 7.12 Cooperation: The grievant, the Board, and the administration will cooperate in the investigation of grievances. The parties will furnish each other with information as requested for the processing of grievances which shall include the opportunity to interview any individual. Should the investigation or processing of any grievance require that a teacher or his/her representative be released from his/her major assignment, he/she shall be released without loss of pay or benefits. At each step of the grievance procedure each party shall disclose the full basis for its belief that the Agreement was or was not violated. New information may be presented at each subsequent step of the procedure, however each party shall disclose to the other the final basis for its position prior to the arbitration hearing.
- 7.13 Files: All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 7.14 Withdrawal of Grievance: A grievance may be withdrawn by the grievant at any time or step in the procedure.
- 7.15 Processing: No grievance shall be processed during assigned working hours without consent of the Board.
- 7.16 Grievance Involving Minors: Under no circumstances shall a minor be involved in the filing, hearing or processing of a grievance unless prior written consent from a parent or legal guardian has been filed with the office of the Superintendent of Schools.

## ARTICLE VIII EVALUATION

- 8.1 All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. It is the administration's duty to supervise the work of teachers on a continuing basis and to act upon the results of such supervision.
- 8.2 Teachers will have the right, upon request, to review the contents of their personnel file (excluding personal references) and to receive a copy of any documents contained therein.
- 8.3 No material derogatory to a teacher's conduct, services, character, or personality will be placed in his/her personnel file unless the teacher has an opportunity to review the material. The teacher will acknowledge that he/she has had a chance to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer will be reviewed by the superintendent, or his/her designee, and attached to the file copy.

## ARTICLE IX REDUCTION IN FORCE

9.1 In the event it becomes necessary to reduce or eliminate a teaching position or positions within the Westford School District for any reason, the following criteria, specifically in the order stated, will be used to determine which teacher or teachers are not to be re-employed.

- a) Seniority Category.
- b) Licensure.
- c) Seniority in the Westford School District.
- d) Education (degrees and credits beyond minimum).

9.2 Seniority Category: Seniority category is based on the current year assignment of the teacher. Seniority categories shall minimally include K-6, 7-8, Art, Music, Physical Education, Special Education, EEE, Guidance, Foreign Language, Speech, Reading Specialist, Math Specialist, Guidance, Library, and any other specific endorsement area(s) in which a person is employed. Each teacher will be placed in the seniority category that is specified on his/her individual contract.

9.3 Licensure:

- a) Within each seniority category, seniority shall be applied within the license endorsement area noted in the teacher's current contract, which shall include only the license endorsement(s) required for the teacher's current teaching assignment.
- b) A teacher under contract in multiple endorsement areas shall have his/her seniority applied in the endorsement area accounting for the majority of his/her assignment during the school year in which a layoff is announced.
- c) A teacher under contract in multiple endorsement areas of equal percentage shall designate the endorsement area in which his/her seniority shall be applied. This designation shall be made upon the initial issuance of said multiple assignment contract and shall remain in effect unless and until said assignment is changed at which time this 9.4 shall be applied anew.
- d) All teachers licensed for a position in a seniority category which is to be eliminated will be considered equal. It is the duty of each teacher to keep his/her license up-to-date and to verify, with the administration, the area in which he/she will be placed.

9.4 Seniority:

- a) Seniority will be computed from the beginning of a teacher's most recent period of continuous employment in the Westford School District, and will begin to accrue as of the date the teacher signs his/her contract. Seniority accrued during this period of continuous employment shall be applicable throughout the district. If a position is to be eliminated, the least senior member will be laid off pursuant to this Article IX.
- b) Part-time teachers will accrue seniority on a pro rata basis. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence (e.g. sabbatical leave,

parenting leave) or employment by the district in a position outside the negotiating unit, but such time will not be counted in computing seniority.

#### 9.5 Seniority List Challenge Procedures:

- a) By September 15 of each school year, the administration shall make available a district-wide seniority list for each teacher. This document shall list by seniority category each teacher's name and the beginning date of continuous employment with the district along with indications of valid Vermont teaching endorsements currently held by the teacher as specified on the teacher's individual employment contract. In order to accurately calculate prorated accrual of seniority, a "full time equivalent" number (FTE) will also be displayed on the list and shall be calculated from the most recent date of continuous employment. This "FTE" number shall be used as the basis for establishing seniority ranking on the list.
- b) Teachers shall have the right to challenge the accuracy of this list and may submit additional information and argument to the Superintendent within ten (10) calendar days after receiving the list. In the event that a teacher is not satisfied with the Superintendent's response, or if the Superintendent has failed to respond to the challenge request by the teacher within ten (10) calendar days, the teacher may file within ten (10) calendar days for an appearance before a challenge committee.
- c) In the event, however, that a teacher fails to meet the filing deadlines for challenges to the seniority list, he/she shall be considered to have waived any challenge rights relative to the list for the remainder of that school year only. This shall not prevent the teacher from challenging the seniority list which may be published in a subsequent year.
- d) The challenge committee shall consist of an Association representative, a Board representative, and a neutral arbitrator mutually selected by these two representatives. If the parties are unable to agree upon an arbitrator within ten (10) calendar days, then the teacher involved or the Association may request the expedited services provided by the American Arbitration Association.
- e) All challenges shall be heard in no more than one (1) day of hearing and the decision of this challenge committee relative to the accuracy of the seniority list shall be final and binding and not subject to appeal through the grievance procedure. The authority of the challenge committee shall be limited to establishing a teacher's appropriate seniority only. The Board shall have no authority to order any remedy requiring the re-assignment of a teacher or back payment of salary or benefits. The parties agree to share equally the cost of the arbitrator.
- f) A copy of the seniority list shall be kept at the school. Teachers shall have access to the list at any time during school hours.

9.6 A teacher who has been laid off in shall have recall rights for a period of two (2) years effective from July 1 next following his/her notification of layoff. Said recall rights shall be applied within the seniority category and licensure area from which the teacher was laid off as provided by Paragraph 9.1. In the event that two (2) or more teachers in the same seniority category and licensure area are laid off within the same academic year, recall will be based on evaluation of district need and teacher fitness as determined by the school board.

9.7 Notice of recall will be given by telegram or registered mail to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association. 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 offer and waived recall

rights under this Agreement. It is the responsibility of teachers who are reduced in force to notify the central office of any change of address.

**ARTICLE X  
DURATION**

10.1 The provisions of this Agreement will be effective as of July 1, 2011, and will continue and remain in full force and effect until June 30, 2013. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Board or the teachers give written notice to the other of their desire to reopen this Agreement and to negotiate terms of a successor Agreement, no later than November 1, prior to the expiration date or any anniversary thereof.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**WESTFORD SCHOOL BOARD**

\_\_\_\_\_

*Chairperson*

**ESSEX JUNCTION WESTFORD EDUCATION ASSOCIATION**

\_\_\_\_\_

*President*



**APPENDIX A  
2011-2012 SALARY SCHEDULE**

Multiplier \$32,801		BA		BA+15		BA+30		MA		MA+15		MA+30		Step	
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Step
1															
2															
3	1.2000	\$39,361	1.2500	\$41,001	1.3000	\$42,641	1.3500	\$44,281	1.4000	\$45,921	1.4500	\$47,561	1.5000	\$49,202	3
4	1.2500	\$41,001	1.3000	\$42,641	1.3500	\$44,281	1.4000	\$45,921	1.4500	\$47,561	1.5000	\$49,202	1.5500	\$50,842	4
5	1.3000	\$42,641	1.3500	\$44,281	1.4000	\$45,921	1.4500	\$47,561	1.5000	\$49,202	1.5500	\$50,842	1.6000	\$52,482	5
6	1.3500	\$44,281	1.4000	\$45,921	1.4500	\$47,561	1.5000	\$49,202	1.5500	\$50,842	1.6000	\$52,482	1.6500	\$54,122	6
7	1.4000	\$45,921	1.4500	\$47,561	1.5000	\$49,202	1.5500	\$50,842	1.6000	\$52,482	1.6500	\$54,122	1.7000	\$55,762	7
8	1.4500	\$47,561	1.5000	\$49,202	1.5500	\$50,842	1.6000	\$52,482	1.6500	\$54,122	1.7000	\$55,762	1.7500	\$57,402	8
9	1.5000	\$49,202	1.5500	\$50,842	1.6000	\$52,482	1.6500	\$54,122	1.7000	\$55,762	1.7500	\$57,402	1.8000	\$59,042	9
10	1.5500	\$50,842	1.6000	\$52,482	1.6500	\$54,122	1.7000	\$55,762	1.7500	\$57,402	1.8000	\$59,042	1.8500	\$60,682	10
11			1.6500	\$54,122	1.7000	\$55,762	1.7500	\$57,402	1.8000	\$59,042	1.8500	\$60,682	1.9000	\$62,322	11
12			1.7000	\$55,762	1.7500	\$57,402	1.8000	\$59,042	1.8500	\$60,682	1.9000	\$62,322	1.9500	\$63,962	12
13					1.8000	\$59,042	1.8500	\$60,682	1.9000	\$62,322	1.9500	\$63,962	2.0000	\$65,602	13
14							1.9000	\$62,322	1.9500	\$63,962	2.0000	\$65,602	2.0500	\$67,242	14
15							1.9500	\$63,962	2.0000	\$65,602	2.0500	\$67,242	2.1000	\$68,882	15
16									2.0500	\$67,242	2.1000	\$68,882	2.1500	\$70,522	16
17									2.1000	\$68,882	2.1500	\$70,522	2.2000	\$72,162	17
18											2.2000	\$72,162	2.2500	\$73,802	18
19											2.2500	\$73,802			19

**APPENDIX B  
2012-2013 SALARY SCHEDULE**

Multiplier \$33,234		BA		BA+15		BA+30		MA		MA+15		MA+30		Step
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary		
1														
2														
3	1.2000	\$39,881	1.2500	\$41,543	1.3000	\$43,204	1.3500	\$44,866	1.4000	\$46,528	1.4500	\$48,189	3	
4	1.2500	\$41,543	1.3000	\$43,204	1.3500	\$44,866	1.4000	\$46,528	1.4500	\$48,189	1.5000	\$49,851	4	
5	1.3000	\$43,204	1.3500	\$44,866	1.4000	\$46,528	1.4500	\$48,189	1.5000	\$49,851	1.5500	\$51,513	5	
6	1.3500	\$44,866	1.4000	\$46,528	1.4500	\$48,189	1.5000	\$49,851	1.5500	\$51,513	1.6000	\$53,174	6	
7	1.4000	\$46,528	1.4500	\$48,189	1.5000	\$49,851	1.5500	\$51,513	1.6000	\$53,174	1.6500	\$54,836	7	
8	1.4500	\$48,189	1.5000	\$49,851	1.5500	\$51,513	1.6000	\$53,174	1.6500	\$54,836	1.7000	\$56,498	8	
9	1.5000	\$49,851	1.5500	\$51,513	1.6000	\$53,174	1.6500	\$54,836	1.7000	\$56,498	1.7500	\$58,160	9	
10	1.5500	\$51,513	1.6000	\$53,174	1.6500	\$54,836	1.7000	\$56,498	1.7500	\$58,160	1.8000	\$59,821	10	
11			1.6500	\$54,836	1.7000	\$56,498	1.7500	\$58,160	1.8000	\$59,821	1.8500	\$61,483	11	
12			1.7000	\$56,498	1.7500	\$58,160	1.8000	\$59,821	1.8500	\$61,483	1.9000	\$63,145	12	
13					1.8000	\$59,821	1.8500	\$61,483	1.9000	\$63,145	1.9500	\$64,806	13	
14							1.9000	\$63,145	1.9500	\$64,806	2.0000	\$66,468	14	
15							1.9500	\$64,806	2.0000	\$66,468	2.0500	\$68,130	15	
16									2.0500	\$68,130	2.1000	\$69,791	16	
17									2.1000	\$69,791	2.1500	\$71,453	17	
18											2.2000	\$73,115	18	
19											2.2500	\$74,777	19	