

Franklin West Supervisory Union

Professional Staff Master Agreement

Franklin West Education Association
7/1/2020 - 6/30/2022

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Preamble

The Board of School Directors of the Franklin West Supervisory Union (the “Board”) and the Franklin West Education Association/Vermont-NEA/NEA (the “Association”), recognize and declare:

- that the quality of education for the children is their primary objective;
- that the character of that education depends to the greatest extent upon the quality and morale of the teaching service;
- that the members of the teaching profession are well-qualified to fully participate in and contribute to the development of policies;
- that the Board, under Vermont state laws, has the responsibility to determine the policies of the school system.

Article 1: Recognition and Responsibilities of Parties

- 1.1** The Boards recognizes the Association as the exclusive representative for collective bargaining purposes concerning wages, fringe benefits, related economic conditions of employment, procedures for processing complaints and grievances relating to employment, and other matters mutually agreed on not in conflict with the statutes and laws of the State of Vermont for all teacher personnel based upon a petition by a majority of the teachers as defined by Vermont Statute (16 V.S.A. § 1981-2010) respecting labor relations for teachers, but excluding all other employees.
- 1.2** Unless otherwise indicated, the term “teachers” when used in this Master Agreement (hereafter referred to as the “Agreement”) shall refer to all professional employees represented by the Association in the negotiating unit as defined above, including, but not limited to, teachers, nurses, guidance counselors, technology coordinators, compensatory educators, special educators, behavioral specialists, enrichment educators, and librarians.
- 1.3** The term “administrators” when used hereafter in this Agreement shall refer to those professional employees who serve in the administrative and/or supervisory capacity as defined in 16 V.S.A. §1981(1).

Article 2: Procedure for Negotiation and Ratification of Agreements

- 2.1** The Board and the Association agree to meet not later than November 1st of the final school year of the current agreement for the purpose of negotiating in a good faith effort to reach a successor agreement on June 30th of the next school year on any proposals submitted with respect to wages, fringe benefits, related economic conditions of employment, and other matters mutually agreed on not in conflict with the statutes and laws of the State of Vermont. All negotiations shall be conducted in accordance with, and pursuant to, Title 16, Chapter 57, Vermont Statutes Annotated.

- 2.2** Upon completion of the contract agreement in negotiations, it shall be submitted in its final form to the respective membership of the Board and Association for ratification. The contract agreement shall be considered effective and binding when signed by the Chair of the Board or their authorized representative and the President of the Association or their authorized representative.
- 2.3** This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article 3: Severability and Supremacy

- 3.1** If any section, subsection, clause, or provision of this Agreement shall be deemed illegal by a court of competent jurisdiction, such section, subsection, clause, or provision shall be deemed a distinct and separate unit and its invalidity shall not be applicable to the remainder of the Agreement. In such instances a substitute provision or application shall be subject to negotiation by the Board and the Association if legally permissible, but only with respect to that portion of the Agreement, which has been negated by law.
- 3.2** The contract between the Board and an individual teacher, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling, provided that it is not in violation of Vermont Statutes

Article 4: Duration

- 4.1** The provisions of this Agreement will be effective as of July 1, 2020, and will continue in full force and effect until June 30, 2022. 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 Association gives notice, in writing, to the other, not later than November 1st, one year prior to the expiration date or anniversary thereof, of its desire to reopen this Agreement and to negotiate over the terms of a successor Agreement.

Article 5: Teacher Rights and Protections

- 5.1** The Board acknowledges that each teacher shall, in accordance with 16 V.S.A. § 1982(a), have the right to, or not to, organize, join, or support the Association for the purpose of collective negotiations. Neither the Board nor the Association shall discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, including professional standing, by reason of their membership or non-membership in the Association.

- 5.2 Teachers are entitled to full rights of citizenship. No legal activity shall be grounds for discipline or discrimination with respect to professional employment providing teaching effectiveness and/or the good reputation of the school are in no way adversely affected.
- 5.3 Whenever any teacher is required to appear before the Superintendent, the Board, or any committee thereof, concerning any formal complaint, they shall be entitled to have representation during such a meeting or interview.
- 5.4 Nothing in this Agreement shall be construed to limit the Superintendent's right to recommend suspension, dismissal, or reprimand of a teacher to the Board as provided in state law, or to limit the right of the Board under state law to dismiss a teacher provided said action is for just cause.
- 5.5 Each teacher shall be observed and evaluated in accordance with Franklin West Supervisory Union Professional Staff Evaluation System as determined by the Board. The Board will consult with the Association in the development/ modification of any evaluation system.
- 5.6 No material derogatory to a teacher's conduct, services, character, or personality shall be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that they had a chance to review such material by affixing their signature, within ten (10) days of receipt of the correspondence, to each page to be filed. Such signature shall in no way indicate agreement with the contents of the correspondence. The teacher shall have the right to submit a written answer to such material, and their answer shall be reviewed by the Superintendent or their designee and attached to the file copy. Derogatory material, not signed within ten (10) days of the receipt of the correspondence, may be placed in a teacher's personnel file along with a notation that the material was not signed.
- 5.7 Mechanical or electronic recording devices such as video or voice recorders shall not be used for purposes of observing a teacher's work performance or evaluating a teacher without the teacher's permission. However, that shall not prevent mechanical or electronic devices and/or tools such as online forms or electronic writing devices being used in the classroom for observational, teaching and educational purposes.
- 5.8 Any formal complaint regarding a teacher made to any member of the administration by any parent, student or other person which is used in any manner in evaluating a teacher shall be submitted in writing and signed by the complainant, or shall be reduced to writing by the administration and shall identify the complainant. Any complaint communicated by email shall comply with the intent of this article. Any such complaint shall be brought to the attention of the teacher within two (2) business days, unless the complaint alleges criminal or other improper activities and premature notification to the teacher could compromise a pending investigation.

The teacher will be given the opportunity to respond to and/or rebut any complaint brought to their attention. In the event an investigation is conducted, said opportunity to respond shall occur prior to the conclusion of the investigation. Once every two (2) school years, a teacher may request the removal of documents from their personnel file

which they believe are obsolete or otherwise inappropriate for retention. Such requests shall be submitted to the Superintendent in writing and the Superintendent may grant or deny said request, in whole or in part, at their discretion.

- 5.9** Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being while engaged in school duties. Teachers shall notify the administration as they become aware that such working conditions exist.
- 5.10** A teacher shall be reimbursed a maximum of \$1,000 per occurrence for the loss, damage, or destruction of any of the teacher's personal property because of vandalism by students while on school property or at school functions provided due care had been exercised by the teacher. If the teacher's damaged/vandalized property, including vehicles, is protected by personal insurance, the district will pay the deductible up to the limit of this article. Proof of loss or damage by vandalism shall lie with the teacher making the claim. All claims shall be made in writing to the principal within two (2) school days after a teacher has become aware of the loss or by June 30, whichever is sooner.

Article 6: Conditions of Employment

6.1

- A.** Teachers shall be available as follows:

REQUIRED DAYS		7/1/20-6/30/22
Student Days		178
Inservice Days		6
Parent/Teacher Conference, Open House, and related activities		2 unscheduled days
Total Days		186

- B.** Teachers who are part time are required to attend in-service days in accordance with the percentage of their FTE. The schedule shall be set by the building principal.
- C.** Teachers new to the district shall be required to attend two days of orientation during their first year of employment and shall be paid at their per diem for such attendance.
- D.** The President of the Association shall be informed of proposed state and regional calendar proposals by May 15 of the preceding year.

6.2 Work-Day Provisions (Fairfax)

- A. The normal school day shall require full-time teachers to be at school at 7:40am and remain in their classrooms at least ten (10) minutes after dismissal. However, job-related circumstances may, on occasion, take teachers away from their classrooms at these times.
- B. 1. The board agrees for the term of 7/1/20 – 6/30/22 to refrain from using provision 6.2(B)2.
2. If the length of the school day is shortened by at least forty minutes, the Board reserves the right to change the time before and after school to one-half hour. But it shall be the right of the Board and its administrators to alter or extend the school day one time during the duration of this agreement, after consultation with the Association and with rationale therefore, if the well-being of the school system shall require such action.
- C. The Board agrees to notify the Association by February 1st of any calendar year if there is to be any increase in the length of the school day during the following school year.
- D. The Board and the Association agree that if the need arises to hold academic classes before the normal school day begins, every effort shall be made by the administration and the Board to fairly design such positions. Any teacher holding such a position shall be committed to an uninterrupted workday that shall not exceed the length of time of a standard teaching day.
- E. Teachers shall perform duties as outlined in the Faculty Evaluation System.
- F. Teachers shall participate in the supervision of homerooms, study halls, corridors, assemblies, and when applicable playground duty. One para-educator shall be employed to assist with the midday playground supervision of students in grades 1-5. Teachers shall not be required to perform indoor recess duty except during inclement weather.
- G. Teachers shall be class advisors, advise student clubs when applicable, and assist with presentations.
- H. Each school day for a full-time teacher at the elementary or secondary level shall include a minimum twenty (20) minute lunch period in an area separate from students.
- I. All teachers shall be provided with a daily prep period equal to one class period.

6.3 Work-Day Provisions (Fletcher)

- A. The normal teacher workday shall be scheduled from 7:30 a.m. until ten (10) minutes after the last bus leaves, except for days on which regularly scheduled meetings occur. The Board will make every effort to ensure that the last bus leaves by 3:00 p.m. Said meetings shall be subject to the following conditions:

- B. The school Administration will hold no more than four (4) required faculty meetings per month except in cases of emergency.
- C. Teachers shall be guaranteed a daily duty-free lunch period of thirty (30) continuous minutes in length.
- D. Teachers shall be given the equivalent of five (5) duty-free preparation periods per week of no less than thirty (30) continuous minutes, during the student day.

6.4 Work-day Provisions (Georgia)

- A. It is understood that teachers are professionals and as such will invest the needed time each workday to complete all their responsibilities. Should a teacher opt for an alternative school year, week, or day, the teacher's total work year will not exceed the equivalent of 186 in workdays of 7 hours and 15 minutes each as long as a teacher's workweek does not exceed a total of 36.25 hours per week. These exceptions may occur by mutual agreement between the Association and the Board.
- B. Every teacher shall be assigned preparation time of at least one hundred fifty (150) minutes per week, or be relieved of all extra duties. If necessary to provide said preparation time, teachers may be equitably assigned to supervise existing non-teaching duties. The administration agrees to make every reasonable effort to schedule teachers' preparation time in blocks of at least thirty (30) minutes.
- C. The administration shall provide, once every week, a schedule of meetings for grades and/or teams (EE-8), so that all teachers in such categories will have 45 minutes to be used as follows: general discussion and exchange of ideas affecting such grades and subjects, discussions of administrative concerns, curriculum, discipline, etc., that are worthy topics for a better school system. It is to be understood that the scheduling of these 45-minute periods shall be solely and exclusively determined by the administration. The teachers shall develop the agendas for these meetings.
- D. A duty-free lunch period of 25 continuous minutes will be granted between 10:30am and 1:30pm, daily, to all teachers. Teachers shall not be required to perform lunchtime supervision of students during their duty-free lunch period.

6.5 Work-Day Provisions (FWSU Teachers)

- A. FWSU teachers will be covered by the existing policies in the schools of assignment as indicated on their individual contracts. In the case of no specific school assignment, FWSU teachers will follow the Fairfax School policies.

6.6 Provisions for All Teachers

- A. The Board agrees to use its best efforts to provide space within the school for the exclusive use of the teachers. The space or spaces shall be of sufficient size to function

as a work space for the high school, middle school, and elementary school teachers. It is recognized that it is desirable that the space be centrally located. The decision of the Board shall be final and not subject to grievance.

- B. Teachers may apply or be asked to work up to twenty (20) days per year in a leadership position. The said positions will be two years in duration and will not automatically be renewed. Assignment of positions is based upon an application process.

Article 7: Contract Issuance

- 7.1 If a teacher is not notified that they will not be re-employed by April 1st, they shall receive a contract for the following year. Professional contracts shall be delivered to rehired teachers by April 15th, and they shall be returned no later than April 30th. If not returned by April 30th, the position shall be declared vacant, unless an extension of time has been granted for up to an additional fourteen (14) calendar days in writing by the Superintendent.
- 7.2 Except as otherwise provided in this Agreement, a teacher shall not be disciplined, reprimanded, reduced in seniority or compensation, demoted, transferred, suspended, dismissed, or fail to have their contract renewed without just cause. In no case shall this be done publicly, unless so requested by the teacher. Unless otherwise noted in this Agreement, a teacher who is suspended, dismissed, or has their contract non-renewed may appeal said action pursuant to the grievance procedures of this Agreement or the procedure set forth in 16 V.S.A. § 1752.

Any suspension of a teacher pending final Board action will be with pay.

The election of one method of appeal shall preclude access to the other method. A teacher who is to be non-renewed shall be so informed by April 1st of the school year preceding the non-renewal. The intent not to renew is only valid if the administration has satisfactorily completed the Intensive Plan of Assistance described in the Professional Staff Evaluation System prior to April 1st. Otherwise, the teacher contract will be renewed.
- 7.3 Whenever a teacher is required to appear before the Board, a committee thereof, or the Superintendent of Schools regarding a matter which could lead to the teacher being disciplined, terminated, or non-renewed, they shall be advised of the purpose of the meeting in advance of the meeting unless immediate action is necessary. Advance notice shall be defined as a mutually agreed upon time not to exceed twenty-four hours. At the teacher's option, they shall be entitled to Association representation at such meetings.
- 7.4 Whenever a teacher is required to meet with a building Principal, when a matter connected with the discipline of the teacher is to be discussed, the administrator shall

provide advance notice of such a meeting, unless immediate action is necessary. Advance notice shall be defined as a mutually agreed upon time not to exceed twenty-four hours. At the teacher's option, they shall be entitled to Association representation at such meetings. It is understood that this advance notice requirement shall not apply to a meeting regarding such issues as evaluation and supervision of teachers; however, if such a meeting should evolve into a discussion of a disciplinary matter, the teacher shall be entitled to recess the meeting until such time as the notice and representation requirements of this section have been met.

- 7.5** Any other provision of this Agreement notwithstanding, during the first two years of employment within any entity within the FWSU, a teacher shall be issued one (1) year probationary contracts. During said probationary period, the Board's decision to suspend, dismiss, or not renew a teacher's contract may not be grieved pursuant to the provisions of this Agreement. Said probationary teachers shall receive notice of the Board's intention to not renew their contract on or before April 1st. Said probationary teacher shall retain their statutory appeal rights as provided by 16 V.S.A. Section 1752.

The probationary period will include the following conditions:

- A.** A mandatory meeting with the administration at which time the teacher will be briefed on all requirements of their teaching assignments, as well as on the evaluation procedure that will be used by the administration.
- B.** The administration shall conduct a minimum of two (2) classroom evaluations, which shall be completed no later than March 1st. Evaluations will not exceed one per two-week period. The administration shall provide supportive assistance and guidance to the probationary teacher.

- 7.6** Any other provision of this Agreement notwithstanding, the Board shall have the right to issue a temporary contract to replace a teacher on a known leave of absence (paid or unpaid). This temporary contract shall not exceed one (1) full school year. A teacher who has been issued such a temporary contract shall not be entitled to the grievance provision of this Agreement regarding the non-renewal of their teaching contract nor shall they be entitled to the reduction in force or seniority provisions of this Agreement. Such teachers shall be entitled to all other provisions of this Agreement. In the event that a teacher who is issued a temporary contract is re-employed by the Board, they shall be credited for the time employed under such a temporary contract for the purposes of salary and seniority.

- 7.7** When school is in session, teachers employed by the Boards within the Franklin West Supervisory Union School District shall be informed of any new teaching position or of a teaching vacancy and notified by email when it is posted online. When school is not in session, the Association President shall be notified of any new teaching positions or teacher vacancies. Any teacher who applies for said position or vacancy formally

through the FWSU application process shall be considered by the principal and/or Superintendent.

7.8 FWSU Involuntary Transfer

In the event it is necessary for the Supervisory Union to involuntarily transfer a teacher's work assignment, the Special Education Director will take into consideration the teacher's experience in terms of content, grade level, license and shall not arbitrarily transfer a teacher to an assignment that is not reasonably comparable in terms of grade level.

Article 8: Salary and Benefits

8.1 A teacher employed by FWSU or one of its district schools shall be placed on the salary schedule identified in **Appendix A.**

For FY21, returning teachers will receive a step movement from FY20. Professional staff who are currently "off-step" as indicated in Appendix B, receive a flat \$850 pay increase. Additionally, professional staff who are at the top of the salary schedule in each column and will be "off-step" with a step movement will receive a \$850 increase.

For FY22, returning teachers will receive a step movement from FY21. Professional staff who are currently "off-step" as indicated in Appendix B or are off-step due to FY21 step movements, receive a flat \$850 pay increase. Additionally, professional staff who are at the top of the salary schedule in each column and will be "off-step" with a step movement will receive a \$850 increase.

- A.** Upon ratification of the Master Agreement, experience will be granted at half-step for each year at a public, parochial, or private domestic accredited institution (the teacher must be licensed for each year of experience to be considered). For example, if a teacher enters with 8 years of experience, they will be placed on step 4.
- B.** Experience/Step credit will be limited to the maximum of the respective column of the educational level (B, B+15, B+30, M, M+15, or M+30)
- C.** Any errors in a teacher's contract caused by the district shall be corrected retroactive to July 1 of the current school year.

8.2 Horizontal Movement

- A.** In order to move horizontally on **Appendix A**, the credits must be:
 - 1.** Credits recognized as graduate credits or part of an approved program of studies beyond a Bachelor's degree at an accredited college or university, or
 - 2.** Credits taken for professional growth and submitted to the Administration for their approval before the course commences.

- B. All credits earned in accordance with Article 8.2 (A) 1-2, shall be eligible for use towards horizontal movement. Only one column movement per year & only one vertical step may be earned in any 12-month period. Credits earned before receiving a Master's degree, but not credited towards the attainment of the degree, can only be applied toward M+15 provided these credits were not used prior during a horizontal movement.
- C. Teachers who earn horizontal movement shall be restricted on step movement consistent with Article 8.1.

8.3 All degrees and credits earned must be submitted by the teacher to the Superintendent in order to receive a salary adjustment consistent with the terms of this Agreement. Payroll adjustments for courses completed during the spring and summer shall be made in October if submission of proof of completion to the Superintendent occurs on or before October 1st. This payment shall be retroactive to the first pay period of the school year. Payroll adjustments for courses completed during the fall semester and submitted with proof of completion of such courses by March 1st shall result in payroll adjustment in March. This adjustment shall be retroactive to the 14th payroll.

8.4 Salary Schedules

The salary schedules for the duration of this agreement are set forth in Appendix A.

8.5 Part-Time Teachers

- A. Pay for part time teachers shall be based on the fraction of their assigned student contact time. Student contact time shall be established annually no later than June 15th. In the interim part time status will be computed on the basis of current daily contact.
- B. The Board and the Association agree that a dedicated full-time professional staff best serves the educational process and that the number and duration of part-time professional employees should be kept to the minimum necessary. In the spirit of such agreement, part time teachers and other professionals shall be assigned substantially continuous hours of professional employment to the greatest extent possible.
- C. The normal school day for part-time classroom teachers and other professionals shall require them to be at or near their assigned area at least ten (10) minutes before their assignment begins and stay at least ten (10) minutes after their assignment ends. However, job-related circumstances may, on occasion, take teachers away from their classrooms at these times.
- D. The normal school day for part-time teachers shall also require a fractional planning period equal to their fractional day, in accordance with Article 6.6. If a part-time teacher is required to remain at school during a lunch period, that time shall be included as part of their required fractional planning period.
- E. Each part-time teacher shall accrue leave, continuing education reimbursement, insurance, and any other benefits provided on a fractional basis in accordance with

the provisions of the appropriate articles of the Agreement. Health insurance benefits for part-time teachers will be based on the carriers' eligibility requirements.

- F. All part time teachers shall be informed in writing of their specific daily assignment (in accordance with Article 8.6 A-E) no later than the teacher's first scheduled day with students. A copy of all part time teachers' assignments shall be forwarded to the Association.
- G. When a part-time teacher who is employed by the District accepts an additional long-term substitute position, they shall be afforded the additional pro-rated benefits and placement on the salary schedule. A long-term substitute agreement shall be considered beyond twenty (20) substantially consecutive workdays in the same substitute position, and pro-rated benefits and placement on the salary scale shall be retroactive to the beginning date of the additional assignment.

8.6 Pay Schedule, Per Diem/Work Beyond Contract, and Course Instructor Compensation

- A. Each teacher shall be paid in twenty-six (26) substantially equal payments per annum. A teacher will receive their remaining paychecks in June. All teachers will participate in the direct deposit program.
- B. Teachers who are required and employed to perform their regular duties at a time other than the normal contract year shall be paid on a per diem basis of their annual contract with approval by the School Board. The Board and the Association agree that if the need arises to authorize per diem pay for performance of regular duties at a time other than the normal contract year, every effort shall be made to fairly determine the time required and the individual(s) eligible to perform the duties. All work performed at a per diem rate shall be documented by the individual.
- C. Teachers who are not required but who perform professional tasks that are beyond the usual contract requirements and are identified by the administration and approved by the Board shall be paid \$35 per hour.
- D. A teacher who teaches a graduate level course sponsored by the District or Supervisory Union shall be compensated as follows:

Number of Times Course Taught	Compensation
1-2	\$750 per credit hour
3+	\$825 per credit hour

8.7 Payroll Deductions

- A. The Board agrees to deduct from teachers' salary dues for the Association, Vermont-NEA, and the National Education Association, as said teachers individually and voluntarily authorize said deductions. Authorization shall be continuous from year to year until a teacher leaves the school district or FWSU or provides written

authorization to terminate payroll deductions as of the first pay period of the next school year. Deductions from a teacher's salary shall be in substantially equal amounts from each paycheck beginning as early as possible in the school year. New members shall be entitled to dues deduction, provided they have submitted authorization cards by September 30th.

The Association shall annually provide the FWSU Office with the dollar amounts for membership dues.

- B. The Board shall provide a 403(B) plan which allows teachers to contribute pre-tax dollars, whereby any teacher so desiring may have the payments for this tax annuity program regularly deducted from their paycheck. Applications for such deductions shall be made available to all new hires at time of hire and at least annually to all teachers.
- C. The Board agrees to payroll deductions for credit union payments or deposits provided that these may be instituted or changed four times per school year November 1st, February 1st, May 1st and August 1st by notification to payroll.

8.8 Travel Reimbursement

- A. In the event the board or administration requests a teacher to use a personal vehicle, the Board will reimburse the teacher at the IRS rate.
- B. FWSU teachers who are required to travel between schools due to a split assignment shall receive a mileage reimbursement at the IRS rate. Time will be provided for such travel between school assignments. The provision for mileage reimbursement and travel time shall only apply to Franklin West teachers with a split assignment between schools on the same day of the week. The work day of such teachers with a split assignment shall be continuous, i.e. a contiguous work day.

Article 9: Insurance Plan for Teachers

9.1

- A. Health Insurance benefits, including HRA contributions by the employer and employee, shall remain as currently described in the FY'20 Master Agreement until January 1, 2021. Effective January 1, 2021, the District shall offer employees health insurance benefits as described in the state-wide school employee healthcare package. As referenced in the following link: <http://link.vtvsba.org/Terms.pdf>

For teachers who are part-time the benefit shall be prorated based on their full-time equivalent (FTE). For teachers who work part-year the benefit shall be allocated based on the number of contract days for which the teacher is to be compensated.

B. Employees of the Supervisory Union and its related school districts shall have the option of electing not to participate in the health insurance coverage set forth in Article 9.1(A). If you are covered under other group health plan coverage (for example your spouse's employer's plan), you may decline the insurance coverage as offered above, and instead you may receive additional cash compensation. To be eligible for this cash payment the employee must meet all the following conditions:

- Opt out of insurance coverage for the entire plan year. (January-December)
- Provide proof of group insurance coverage for the employee and their dependents to Human Resources annually.
- Notify Human Resources of the loss or cancellation of the other health plan coverage within 30 days of the loss or cancellation.
- Complete an annual certification of insurance coverage form and remit to Human Resources by November 30th each year. The form will certify that the employee and all eligible dependents were covered for the for the entire 12-month period preceding payment of cash compensation.
- Meet the definition of an eligible employee under the terms of the health plan.

The Cash Payment in Lieu of Health Plan Coverage shall be set at \$2,500 for the calendar year ending 6/30/18. In future years, the payment will remain at \$2,500 unless this amount exceeds the Department of Labor (DOL) definition of the incidental cash payout allowed in these circumstances, in which case the payout shall be reduced to the maximum allowed by DOL.

Eligible part-time employees shall receive a payout prorated based on full-time equivalency. Part year employees shall receive a payout prorated based on paid contracted days. Cash payments will be paid for 40% of the fiscal year benefit (\$1,000 per FTE) in the second paycheck of December, and the remaining 60% (\$1,500 per FTE) in the second June paycheck provided the employee has met all the conditions listed above. Payments shall be added to an employee's regular paychecks.

Employees electing to waive medical insurance coverage may re-enroll in the health plan during the annual open enrollment period or if the employee becomes eligible under circumstances related to Special Enrollment or Change-in-Status events.

C. A Section 125 Plan ("Cafeteria Plan" for health and dependent care expenses) shall be maintained by the Board. The Board shall control the Plan.

9.2 The Board shall provide a professional liability policy as provided in 16 V.S.A. § 1756.

9.3 At no time shall a teacher be required to use their personal vehicle for official school transportation.

9.4 The Board shall provide twenty-five thousand dollars (\$25,000) term life insurance to each teacher under a Group Term Life Insurance Plan to be selected by the Board. Teachers assigned to Fletcher School and receiving fifty thousand dollar (\$50,000) as of

June 30, 2020, will be grandfathered and continue to receive that benefit until they leave Fletcher School's employment or transition to another school within the FWSU.

- 9.5 Any teacher on paid leave shall continue to be covered by all insurance policies provided for in this Agreement.
- 9.6 Every effort shall be made by the administration to provide insurance coverage for all new teachers effective on July 1st.
- 9.7 If a teacher becomes deceased while under contract, the Board agrees to continue the premium payments for the dependent(s) for the health insurance plan they were entitled to for the remainder of the contract year.
- 9.8 The Board agrees to provide a self-insured dental plan (a single, two-person, or family membership, whichever applies) for each teacher. A third party selected by the Board shall administer the plan. This plan shall be Option II (providing 100% of diagnostic and preventive care, 80% of basic restorative care, and 60% of major/prosthodontics care) with a calendar year maximum of \$1,350 per family member.
- 9.9 The District will pay one hundred percent (100%) of the premium costs for a long-term disability insurance plan (LTD) to be selected by the Board. The plan will provide sixty percent (60%) of a teacher's regular salary for a period of up to age sixty-five (65). The specific details of the plan shall be as provided by the insurance carrier's eligibility requirements. Only teachers who are employed for 0.5 FTE or greater shall be covered by this plan. Teachers shall apply for LTD coverage on or before their ninetieth (90th) consecutive calendar day of absence due to a medical condition. A teacher will no longer be considered an employee of the District on the first June 30th, twelve months following the date the teacher has begun receiving a combination of sick leave, LTD benefits and unpaid leave pursuant to this contract. The District will continue to pay its share of teacher's medical insurance coverage for nine months (i.e. 270 calendar days) following the date that the teacher becomes eligible for LTD benefits; thereafter the teacher shall be entitled to the benefit continuation rights provided by law (e.g. COBRA).

Article 10: Professional Development Reimbursement

10.1

- A. The Board agrees to provide reimbursement to each full time teacher for a maximum of six (6) credit hours per contract year for college or university courses and other continuing education, including, but not limited to, workshops, conferences or seminars. All teachers enrolled in their first Master's program will be prepaid for nine (9) credits per year. Part-time teachers shall receive a prorated benefit in accordance with Article 8.6 A. Reimbursement for other continuing education shall accrue at the rate of fifty-dollars (\$50) per hour of instruction. Under normal circumstances, a teacher may use up to thirty hours (30) per contract year for other continuing education (e.g. workshops, conferences or seminars). Before beginning any college or university course or other continuing education, a request for reimbursement shall be submitted to the Principal for prior approval of the course/program. Such requests shall state how the

proposed educational experience relates to their teaching responsibilities, the FWSU Action Plan, and/or teacher advanced degree requirements.

- B. Any teacher who has signed a contract for the ensuing year may use ensuing year reimbursement monies for course enrollment dates that fall within the months of May and June of a current contract year. Similarly, a teacher may use unused reimbursement monies from the previous contract year for course enrollment dates that fall within the months of July and August. Should a teacher leave the employment of the school district during the contract year, they may be required by the Board to refund, on a prorated basis, any reimbursement payments made beyond the six (6) credit maximum. A course enrollment date shall be defined as the first meeting day of a course or other continuing education experience.

10.2

- A. College or university courses and other continuing education reimbursement shall be at a rate no greater than University of Vermont's fall semester tuition rate of the contract year in which a reimbursement is requested. Reimbursement for a course or other continuing education may be for tuition, registration fees, required materials, travel, lodging, or meals shall be consistent with the "Travel and Conference Expense Reimbursement Procedure" of the Board. However, a teacher's total reimbursement for any given course or other continuing education may not exceed the maximum allowable reimbursement rates of Article 10.1(A).
- B. The Board agrees to prepay for college or university tuition by arrangement with the institution. Teachers shall be responsible for any institutional fees associated with this process. If a teacher does not earn a grade of at least a "B" in the course, the teacher shall be responsible for reimbursing the District for all costs through payroll deduction over the course of three pay periods or the final pay period, if time does not allow for three pay periods.
- C. The Board agrees to prepay for registration fees for workshops, conferences, or seminars if payment information is given in writing at least 30 days prior to the start of the event in accordance with Article 10.1 A. If the teacher does not provide a certificate of completion/attendance within 15 days after the completion of the event, the teacher shall be responsible for reimbursing the District their registration fees from their next paycheck. If the event is within 30 days, the teacher may request reimbursement in accordance with 10.1 A.
- D. All earned credits and expenses associated with any continuing education experience shall be verified with the presentation of grade reports and expense receipts through a process defined by the administration. Reimbursements shall be made within (30) days of the receipt of a grade report, transcript, or other proof of attendance or successful completion of the continuing education experience, and all receipts for reimbursable expenses. Reimbursement rates for expenses shall be in accordance with the school district's Travel Expense Procedure.

- 10.3** If a teacher is denied approval for reimbursement of tuition for a course by the school administration, they may appeal this decision to the Superintendent.
- 10.4** In case of an appeal, the Superintendent shall meet with the teacher within seven (7) calendar days, unless extended by mutual consent, after receiving this appeal. The Superintendent's decision shall be given to the teacher in writing within three (3) working days of the hearing and shall be final.
- 10.5** In order to more accurately budget for professional development reimbursement needs, any teacher wishing to receive such reimbursement in the following budget year must notify the Superintendent. Notification, to occur by November 1st through a process defined by the Superintendent, must include the number of credit hours to be reimbursed, and whether any horizontal movement on the salary schedule will occur. Failure to notify the Superintendent shall result in no horizontal movement until the year subsequent to receiving proper notice. This notification shall not be binding.
- 10.6** Any course or workshop that a teacher takes at the written request of the district will be paid for by the district and will not be deducted from a teacher's allotment under Article 10.1, except if a teacher is on a corrective plan of action. In such a case the district may direct a teacher to take courses that will be deducted from the teacher's allotment.

Article 11: Leaves of Absence

- 11.1** The Board and the Association agree that absence from the classroom interrupts the educational process and must, therefore, be held to a minimum. If it is necessary that a teacher be absent on approved leave, the principal of the school shall be notified at least forty-eight (48) hours in advance, except in the case of illness or emergency situations. It is agreed that a substitute teacher, if available, shall be hired. It is understood that there may be occasions when it shall be impossible to obtain a substitute. A teacher may be requested to cover for another temporarily in this situation.
- 11.2 Sick Leave**
 - A.** Each teacher is entitled to 15 sick days per annual school year without loss of any part of their salary. The unused portions of sick leave shall accumulate to a maximum of 120 days; provided that any teacher who has accumulated more than 120 days will be grandfathered and entitled to retain any accrued sick days in excess of 120 days. Any teacher who has accumulated more than 120 days, as itemized in **Appendix C**, will be grandfathered and entitled to retain any accrued days as of 6/30/15.
 - B.** It is agreed that the following shall be considered cause for sick leave: medical appointments which are made due to illness, disability, and physical and/or psychological incapacity to perform the duties expected of a teacher.

- C. A teacher may use ten (10) days of sick leave per school year for non FMLA illness in the teacher's immediate family.
- D. It is the right of the administration to verify illness when absence exceeds five (5) consecutive days, or there is a demonstrable pattern of abuse, even though five (5) consecutive days have not been missed. If an examination by the teacher's physician or other qualified medical/psychological professional of the teacher's choice shows a teacher not to be sick, then the corresponding percentage of their gross pay for each day's absence during the unverified illness shall be deducted from their pay.
- E. The Superintendent may require a teacher to furnish a certificate signed by a registered physician, which may be an initial or an additional opinion, stating that they are physically and emotionally able to perform their duties as contracted. The physician shall be decided upon by the Superintendent. The school district shall pay the cost of this examination.

11.3 Family Medical Leave Act (FMLA) and Vermont Parental and Family Leave Act (VPFLA). The Board will adhere to Federal and State guidelines and regulations with regard to FMLA and VPFLA requests from teachers. Requests for FMLA/VPFLA are to be made to the Superintendent or designee.

11.4 Sick Leave Bank

- A. The Board shall maintain a Sick Leave Bank (the "Bank") and shall contribute a number of days to this Bank equal to one (1) day for each teacher covered by this Agreement. Each teacher shall also contribute one (1) day to the Bank, so as to begin the school year with a combined total of Board- and teacher contributed days equal to two (2) days for each teacher covered by this Agreement. Each school district and FWSU shall maintain a separate bank under the conditions of this article.
- B. If the number of days needed to bring this Bank to the correct total is less than the total number of teachers, then the Board alone shall contribute the necessary days to bring the Bank back to the total mentioned above.
- C. If the number of days needed equals or exceeds the total number of teachers, then each teacher shall contribute one (1) day and the Board shall contribute the remainder necessary to bring the Bank back to the correct total.
- D. The Bank is to be administered by the Sick Leave Bank Committee, composed of two members of the Association and the Superintendent or designee. Decisions of this committee shall be unanimous and the committee shall determine the beginning date of said sick leave.
- E. Any teacher who has exhausted all their personal and sick leave and who has a significant or serious medical need as defined within with FMLA guidelines may make written application to any member of the Sick Leave Bank Committee for withdrawal from said Bank, but no teacher may draw more than thirty (30) days in

any one school year or sixty (60) days in two successive school years. Under normal circumstances, such application shall be made before personal and sick leave has been exhausted.

11.5 Catastrophic Leave

Once a teacher has exhausted all their personal and sick leave (Article 11.2), FMLA/VPFLA (Article 11.3), and any days allotted from the Sick Bank (Article 11.4), the teacher may make a request for catastrophic leave. A written request for such leave, including reasons therefore shall be made to the Superintendent, who shall schedule Board action at the next regular Board meeting. The decision of the Board is final and not subject to the grievance procedures of this Agreement.

11.6 Workers' Compensation

Teachers will receive workers' compensation benefits consistent with federal and state regulations.

11.7 Bereavement Leave

Each teacher shall be allowed up to five (5) days bereavement leave per annual school calendar year without loss of salary. The Board may grant additional leave if deemed necessary. No bereavement leave may be accumulated.

11.8 Personal Leave

- A. Each teacher shall be allowed four (4) days personal leave per school year. Personal leave shall only be used for reasons such as business obligations or important personal matters that cannot be accomplished during regular school hours. Under normal circumstances personal leave may not be used to extend a vacation.
- B. Advance notice shall be given to the principal as provided in Section 11.1 A. No personal leave may be accumulated. In case of personal or family emergency, a teacher may apply to the Board for an extension of personal leave.

11.9 Professional Leave

Each teacher shall be allowed five (5) professional leave days per annual school year without loss of pay for the purpose of improving the teacher's effectiveness or performance in the classroom or assignment. Application for such leave shall be made at least five (5) days in advance to the principal, and their approval must be obtained before the leave is granted. No professional leave may be accumulated. The Superintendent may grant additional leave if deemed necessary. The administration shall attempt to honor in a timely manner all requests for professional leave. Additional days of professional development leave may be granted for internal district/SU purposes at the discretion of the administration.

11.10 Leaves of Absence With or Without Pay

- A. Leaves of absence with or without pay may be granted for up to one year upon approval of the Superintendent and the Board. Leaves for less than thirty (30) days may be approved by the Superintendent and leaves for longer than thirty (30) days

may be approved only by the Board. A written application describing the reason(s) for the leave and the expected duration of the leave must be given to the Superintendent by a reasonable time, but not less than sixty (60) calendar days prior to said leave. For leave requests of full-year duration, such requests must be submitted by January 15th of the year prior. In the case of an emergency, the Superintendent or Board may waive this notice requirement. All absences from school other than those covered by this Agreement shall be considered leave without pay.

- B. Continued health and dental insurance coverage shall be available during this leave at the teacher's expense and in accordance with the federal regulations of the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- C. A teacher on unpaid leave shall maintain their right to the same position they held at the time such leave commenced, or to a substantially equivalent position. All benefits to which a teacher was entitled at the time their leave commenced, including unused accumulated sick leave and seniority, shall be restored upon return from said leave. Upon return from an unpaid leave of absence, a teacher who qualifies shall advance horizontally on the salary schedule, in accordance with Article 10.5.
- D. A teacher on an unpaid leave of absence shall be issued a contract in accordance with Article 7.5.
- E. Any teacher on any type of approved leave will inform the district no later than March 15th of their intent to return. Should a teacher miss this deadline, it will be presumed that they are vacating their position and will not have vested rights to that position.

11.11 Jury Duty Leave

Each teacher shall be allowed a maximum of five (5) days of paid leave per annual school year for jury duty. A teacher on such leave shall receive their regular salary during the time of leave for jury duty, and shall in turn pay to the school district, within ten (10) days of receipt, any salary received for jury duty. Upon written request, the Board may grant additional days of jury duty leave.

11.12 Military Leave

Teachers shall be allowed leave for required full-time military service. Upon return to the school system, the teacher shall receive credit for each day of required military service which occurred on a school day. Even though this leave is unpaid, the teacher shall receive, for seniority purposes and movement on the salary schedule, the same credit as though they were on any other type of paid leave. A teacher who enters military service must notify the Superintendent by March 15th if they plan to return to FWSU for the next contractual year. Leave for required duty in the National Guard or Reserve shall be granted without pay and without loss of job status or benefits.

11.13 Sabbatical Leave

Sabbatical leave shall be for the purpose of professional advancement. Application for this leave shall be made to the Board by December 1st of the preceding year. The Sabbatical Leave is subject to Board approval. The Board may approve the program the teacher proposes to take, by approving the teacher's Plan of Progress. Teacher application for Sabbatical Leave will consist of a letter of intent and a Plan of Progress, which will outline work the teacher expects to complete in the area of professional advancement.

The Plan for Progress will include benchmarks for progress to be made every three (3) months, and a procedure for reporting to the Administration every three (3) months. If the application is approved by the Board, the teacher will assume full responsibility for completion and for reporting on progress to the Administration every three months. If the teacher is not able to complete work as outlined in the Plan of Progress, this will be reported to the Administration as soon as possible. As soon as the teacher is aware that the work cannot be completed as outlined in the Plan of Progress, the teacher must submit to the Board a proposal for Extension of Plan of Progress, outlining the teacher's plans to complete the work within six months of the end of the Sabbatical Leave, in a manner such as not to interfere with professional responsibilities.

Failure to complete a Sabbatical Leave by not completing either the plan of Progress or the Extension of the Plan of Progress, as approved by the Board, will result in the teacher returning to the school all money paid for one-half salary, and the contractually stipulated medical, dental, sick leave, life insurance and tuition reimbursement. The Board retains the right, in unforeseen circumstances, to excuse all or partial repayments. The decision of the Board is final.

- A. The teacher will be eligible for sabbatical leave after six (6) years of service with the School District or FWSU. The leave shall be for up to one (1) year, and during this time the teacher will be paid one-half (1/2) of their scheduled salary for that year or pro-rated for the duration of the sabbatical leave. They shall receive the contractually stipulated medical, dental, sick leave, life insurance, and tuition reimbursement during that year, paid for by the Board.
- B. The teacher shall sign a statement agreeing to return to their duties for the year following the sabbatical or repay all salary and fringe benefits, if they fail to return.
- C. Sabbatical leaves shall be limited to a maximum of one (1) teacher per year.
- D. The Board will notify the teacher of its decision on the application by February 15th.
- E. Upon return from sabbatical leave, the teacher will be assigned to the position they held when the leave commenced if said position exists; if not, said teacher will be assigned to an equivalent position.

- F. No teacher who is granted a sabbatical leave for more than one half (1/2) year will receive credit for a vertical step on the salary schedule for that year of paid leave. Even though they will remain on the same vertical step, any teacher who qualifies for a horizontal column movement during or after a year of sabbatical leave will be awarded the appropriate column placement and salary.

Leave Type	Advance Notification	Length Per Year	Extensions	Impact on Seniority & Vertical Movement
11.2 Sick Leave	48 hrs. except in the case of illness or an emergency	15 days	May accumulate up to 120 days	Does not apply
11.3 Family Medical Leave Act (FMLA) / VT Parental Family Leave Act (VPFLA)	Written notification to Superintendent/designee consistent with the law	Consistent with the guidelines/provisions of FMLA/VPFLA	None	Unpaid days do not accrue seniority
11.4 Sick Leave Bank	Written application to a member of the Sick Leave Committee	30 days in any one school year	None	Does not apply
11.5 Catastrophic Leave	Following exhaustion of personal sick leave, FMLA/VPFLA leave, and allotted Sick Leave Bank leave, request may be made to the Superintendent	Determined by the Board; not subject to grievances	None	Unpaid days do not accrue seniority
11.7 Bereavement Leave	None	5 days	Additional leave may be granted by the Board.	Does not apply
11.8 Personal Leave	48 hours except in the case of an emergency situation.	4 days	May apply to Board for extension.	Does not apply.
11.9 Professional Leave	5 days in advance to principal	5 days	Additional leave may be granted by Superintendent	Does not apply
11.10 Leaves of Absence Without Pay	60 days prior to leave; Superintendent/designee may waive this requirement	Up to 1 year	None	Horizontally (if appropriate)
11.11 Jury Duty Leave	48 hours (if possible)	5 days	May be granted by the Board	Does not apply
11.12 Military Leave	None	Undetermined	None	Vertical steps upon return to school system

11.13 Sabbatical Leave	By December 1st of the preceding year	Up to 1 year	None	Horizontally (if appropriate)
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Article 12: Seniority System and Layoffs

The seniority provisions outlined in **Appendix D** shall continue in effect until for the duration of this agreement.

Article 13: Grievances and Arbitration

- 13.1** The Board and the Association agree that they shall use their best efforts to encourage the informal and prompt settlement of complaints and grievances, which may arise between the Board and the Association. The orderly process hereinafter set forth shall be the sole method for the resolution of all complaints and grievances.
- 13.2** A grievance is a complaint involving the work situation. A grievance may be a claim that there has been deviation from or a misunderstanding or misapplication of a practice or policy. A grievance may also be a claim that there has been a violation, misinterpretation, misapplication, and inequitable or otherwise improper application of any provision of this Agreement.
- 13.3** Any employee in the bargaining unit may present and discuss their complaint with a representative of the Association. Similarly a representative of the Association may present and discuss a complaint on behalf of any employee or groups of employees with the principal of the school and/or the Superintendent involved and shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent of similar complaints or grievances.
- 13.4**
- A.** The employee may file grievances in the bargaining unit on their behalf, or by the Association on its behalf or on behalf of any employee or group of employees in the bargaining unit.
 - B.** A grievance must be filed by an employee or the Association within twenty (20) school days following the time at which the grievant or the Association could have reasonably been aware of its occurrence. Any grievances not processed in accordance with the time limits specified herein shall be deemed waived by the grievant and the Association, unless the parties mutually agree to waive any of the time limits specified herein by written agreement. School days shall mean days when school is in session, except that after the last scheduled teacher work day when days in the grievance procedure shall mean all weekdays except for legal state and federal holidays.
- Step 1.** A grievance shall be stated in writing, setting forth the basis therefore and the remedy requested. All grievances shall be filed with the principal of the school or their designee. The principal or their designee shall, within seven (7) school days of

the receipt of the grievance, meet with the grievant and a representative of the Association for the purpose of discussing the grievance. The principal or their designee shall, within seven (7) school days after the grievance meeting, issue a decision with reasons in writing to the grievant and the Association.

Step 2. If the grievance has not been settled at Step 1, then within seven (7) school days after receipt of the written decision of the principal or their designee, or the expiration of the time limits for making such decision, the grievant or the Association shall forward the grievance to the Superintendent or their designee, together with a copy of the decision of the principal or their designee. The Superintendent or their designee shall, within seven (7) working days of the receipt of the grievance, meet with the grievant and a representative of the Association for the purpose of discussing the grievance. The Superintendent or their designee shall, within seven (7) school days after the grievance meeting, issue their decision with reasons in writing to the grievant and the Association.

Step 3. If a grievance has not been settled at Step 2, then within seven (7) school days after receipt of the written decision of the Superintendent or their designee, or the expiration of the time limits for making such decision, the grievant or the Association shall forward the grievance to the Chair of the Board or to their designee together with a copy of the decision of the Superintendent or their designee. The Chair of the Board or their designee shall, within seven (7) school days of the receipt of the grievance, meet with the grievant and representative of the Association for the purpose of discussing the grievance. The Chair of the Board or their designee shall, within seven (7) school days after the grievance meeting, issue their answer in writing to the grievant and the Association.

Step 4a. Arbitration. If the grievance has not been settled at Step 3, then, within fifteen (15) school days after the receipt of the written decision of the Chair of the Board or their designee, the grievant or the Association may request arbitration by giving notice to that effect by certified mail, directed to the Superintendent or their designee and to the American Arbitration Association. An arbitrator shall be jointly chosen by the Board and the Association. If the parties cannot select a mutually acceptable arbitrator within seven (7) school days, then the arbitrator shall be selected by the American Arbitration Association. The arbitration procedure shall be in accordance with the rules of the American Arbitration Association. In no event shall the arbitrator have authority to add to, subtract from, modify, or amend the provisions of this Agreement.

Step 4b. A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the closing of the hearing. Such decision or award shall be binding upon the Association and the Board, and the employees affected thereby. The cost of arbitration shall be borne equally by the parties. Costs of transcripts, if desired, shall be borne by the party so desiring. Expenses for witnesses, however, shall be borne by the party who calls them, except that no employee or grievant within the school system shall lose a day's pay for appearing as a witness or by

subpoena at an arbitration proceeding. Nor shall the employee or the grievant lose a day's pay for appearing as a witness in any step of the grievance proceeding.

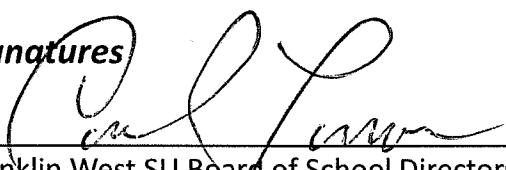
- 13.5** At either Step 1 or Step 2, if the administrative official feels it is not appropriate for them to make a decision on the grievance, then by mutual agreement between the grievant and the administrative official the grievance shall be passed through to the next step. The passage shall take place within four (4) school days.
- 13.6** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 13.7** No reprisals of any kind shall be taken by the Board, the administration, or the Association against any teacher because of their participation or non-participation in any aspect of this grievance procedure.
- 13.8** The Board, administration, and Association will cooperate with one another in their investigation of any grievance, and further, will furnish one another with such information, as it requires for the processing of any grievance.

Article 14: Miscellaneous

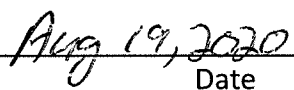
- 14.1** The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement or any other rule, regulation, or policy relative to the terms and conditions of teacher employment on the basis of race, creed, color, religion, national origin, age, handicap, sex, domicile, or marital status.
- 14.2** This Agreement will be electronically posted on the FWSU website. Additionally, copies of this Agreement will be printed at the Board expense and offered to newly-hired teachers.
- 14.3** All days in this agreement shall be considered teacher contract days unless otherwise specified. If a date for compliance of any term of this agreement falls on a Saturday or Sunday or legal holiday the date shall be the next business day.

Article 15: Agreement

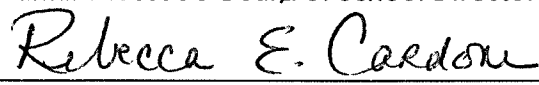
15.1 By mutual consent of the parties, this Agreement is entered into this 19th day of August 2020. In witness whereof, we hereby affix our signatures as the duly authorized representatives of the respective parties.

Signatures


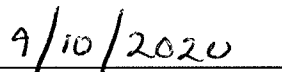
Franklin West SU Board of School Directors



Date



Franklin West Education Association



Date

Appendix A

Franklin West SU

FY21 & FY22 Teacher Salary Schedule

STEP	B	B+15	B+30	M	M+15	M+30
1 & 2	42,078	43,828	45,578	48,078	49,828	51,578
3	44,228	45,978	47,728	50,228	51,978	53,728
4	46,378	48,128	49,878	52,378	54,128	55,878
5	48,528	50,278	52,028	54,528	56,278	58,028
6	50,358	52,108	53,858	56,358	58,108	59,858
7	-	53,938	55,688	58,188	59,938	61,688
8	-	55,768	57,518	60,018	61,768	63,518
9	-	57,598	59,348	61,848	63,598	65,348
10	-	-	61,178	63,678	65,428	67,178
11	-	-	63,008	65,508	67,258	69,008
12	-	-	64,838	67,338	69,088	70,838
13	-	-	-	69,168	70,918	72,668
14	-	-	-	70,998	72,748	74,498
15	-	-	-	72,828	74,578	76,328
16	-	-	-	74,658	76,408	78,158
17	-	-	-	76,488	78,238	79,988
18	-	-	-	78,318	80,068	81,818

Appendix B: Off-Step Teacher Salary Placement

Name	Employer/School	Column
Boissoneault, Tammy	Fairfax	B+30
Clark, Diann	FWSU/Fairfax	M+30
Cormier, Janet	FWSU/Fairfax	B+30
Crepeau, Susan	Georgia	B+15
Drogalis, Danielle	FWSU/Fairfax	B
Howard, Deborah	Fairfax	M+30
King, Bradley	Georgia	M+30
Lee, Kathleen	Georgia	M+15
Mullahy, Mary	Fairfax	B+30
O'Brien, Cathy	Fletcher	B+30
Olio, Lori-Ann	Georgia	M+15
Pfeiffer, Tom	Fairfax	M+15
Rowell, John	FWSU/Georgia	M+15
Rowell, Linda	Georgia	B+30
Siemons, Rhonda	Fairfax	B+30
Toof, Pamela	Georgia	M+15
Young, Douglas	Fletcher	B

Total Off-Step = 17

Appendix C: Grandfathered Teacher Sick Days in Excess of 120

Allard, Shawn

Ferguson, Julie

Godin, Tracey

Hadd, Eric

Hurt, Nancy

Lee, Kathleen

Locke, Denette

O'Brien, Cathy

O'Brien, Doreen

Rider, Amy

Rowell, John

Shaw, Theresa

Toof, Pamela

Appendix D: Seniority System and Layoffs

The seniority provisions outlined for the individual schools within the SU are for the period 7/1/2020-6/30/2022 shall continue. These provisions are summarized below. A committee composed of a representative from each school district, the Superintendent, and Board member(s) will convene no later than 4/1/2021 to develop a new FWSU Seniority System to take effect in the next Master Agreement. FWSU teachers shall be governed by the Fairfax seniority system until such time as a new system commences.

- **Fairfax Provisions**

12.1

- A.** *By November 1st each year, a seniority list will be developed jointly by the Superintendent and representative(s) of the Association (the Seniority Committee). Teacher placement on this seniority list will be determined using the specified criteria in the following order:*
 - 1.** *Each full-time teacher will accrue one day of seniority for each paid school day (teaching days, in-service days, or days of paid leave) which they work in the school district not to exceed a full contract year. Each part-time teacher will receive the same number of seniority days proportional to the percentage of their contract.*
 - 2.** *Unpaid leaves of absence will not count as days worked for seniority purposes. Teachers on sabbatical will receive credit for a full contract year. Teachers with emergency or provisional licenses shall accrue seniority.*
 - 3.** *For the purposes of this Article, the beginning date of continuous employment shall be considered the first workday. In the event of identical beginning dates of employment, the following dates shall be used to determine the seniority order: the first shall be the date when the Board signed the employee's contract for the most recent period of employment. A teacher on an approved leave of absence shall be considered in continuous employment of the school district; the second shall be the date when the employee signed their contract for the most recent period of continuous employment.*
 - 4.** *Once each teacher's days of seniority are established they shall be placed into one or more of the assignment groups (as set forth in Article 12.2(B)) in descending order according to the number of days of seniority each teacher has accumulated. Seniority days are based upon the total days worked for the school district, not the number of days worked in any particular assignment group.*
- B.** *The Seniority Committee shall distribute the seniority list to each faculty member. Unless the teacher has notified the Seniority Committee in writing by December 1st, it shall be assumed that each teacher agrees with the information on the list. Any future revisions to the seniority list shall be distributed to those teachers affected.*
- C.** *In the event that a teacher accepts a teaching assignment which jeopardizes their seniority, that teacher shall retain their previous seniority assignment group(s).*
- D.** *If new teaching assignment groups are added (e.g. early education), members of the Board and the Association, with input from the Seniority Committee, will meet and draft a side letter of agreement to add the new group(s).*

- E. A teacher eligible for seniority under this Agreement and who subsequently is assigned to employment as a FWSU teacher shall continue to retain and accrue seniority under this Agreement for such service in FWSU, provided that the period of employment is continuous.*

12.2

- A. In the event the Board determines for any reason that it is necessary to eliminate or reduce teaching position(s), teachers shall be laid off in reverse order of seniority within their assignment group as noted below. Teachers who are to be laid off shall be notified by April 1st or within thirty (30) calendar days of the passage of the school district budget for the year in which the layoff shall be effective, whichever comes first. Contracts will be issued to rehired teachers by April 15th, or within 15 calendar days of the passage of the school district budget, whichever is later.*

Assignment Groups

Early Education

K-6 Classroom

7-12 Disciplines:

- Language Arts*
- Foreign Language(s)*
- Social Studies*
- Science*
- Business*
- Driver Education*
- Living Arts*
- Technical Education*
- Math*

K-12 Disciplines:

- Nurse*
- Physical Education*
- Library*
- Art*
- Music*
- Compensatory Education*
- Health*
- Special Education*
- Computer*
- Guidance*
- Enrichment*
- Speech Language Pathologist*

- B. Teachers shall be placed in all their respective assignment groups on the seniority list. Each assignment group will reflect the total number of days that the teacher has worked in the district. If a teacher with more than one teaching assignment is subject to a layoff, they shall retain the position in the non-affected assignment group.*

12.3

- A.** *Any teacher who is laid off under this Article shall retain recall rights for two years to run from beginning June 30th of the school year in which the layoff takes effect. Recall shall be in reverse order of seniority for the individuals certified and qualified for any position that becomes available. It is the responsibility of the teacher to keep the Superintendent informed of their current address and any changes in their certification or qualifications while on layoff. The Superintendent shall send notices of recall by certified mail to the teacher's most current address. The teacher shall have ten (10) calendar days to respond to the recall. If the teacher fails to respond affirmatively to the recall within ten (10) calendar days, then that teacher shall be deemed to have refused the recall. The Superintendent shall then notify the next certified and qualified candidate on the list for recall. A teacher who refuses a recall for a permanent position shall go to the bottom of the list for recall, but shall in no case remain on the recall list for more than two years.*
- 1. The seniority committee shall prepare one recall list consisting of all laid off teachers in reverse order of seniority and without consideration of the assignment group. The list shall include all the areas of certification held by each of the teachers.*
 - 2. When a teaching position becomes available, the Superintendent shall notify in writing all teachers with the required certification. All those notified shall have ten (10) calendar days to respond in writing of their interest in the open position. The position shall be offered to the most senior of those who respond affirmatively. If that teacher fails to respond to a recall notice within ten (10) calendar days, that teacher shall be deemed to have refused a recall. If a teacher refuses a recall before the ten (10) days, the administration shall offer the position to the next candidate on the recall list.*
 - 3. A teacher refusing any offered position, either full-time, part-time or temporary, shall be moved to the bottom of the recall list, but shall in no case remain on the recall list for more than two years.*
 - 4. When a full-time teacher is laid off and later accepts a part-time position, they retain their position on the recall list. If a full-time position subsequently becomes available, then they shall be offered that position. The administration's responsibility is to restore full-time-equivalent status to teachers who have been laid off provided they have the appropriate certification.*
 - 5. When several positions are available for recall, the administration shall determine the order in which the positions shall be offered.*
 - 6. The school has the obligation to restore a teacher to a position equal in time to the one that they previously held. However, existing full-time positions need not be altered to accomplish this. The administration has the option, but is not required, to offer a full-time position to the teacher in question.*

- **Fletcher Provisions**

- E. Staff Reduction**

- 1. Teachers shall be laid off in reverse order of seniority within the grade level unit PreK-6. For purposes of this Article, seniority will be computed based on a teacher's most recent period of continuous employment. Seniority in the district will accrue beginning with the date that the contract commencing this period of continuous employment was signed. Seniority will be established annually as of March 1.*
- 2. Part-time teachers will accrue seniority on a pro-rata basis. Seniority will continue to accrue during all paid leaves of absence, employment by the Board in a position outside*

the negotiating unit, or by layoff, but such time will not be counted in computing seniority. When seniority is equal, ability to perform the work in question, as determined by the Superintendent, will be the deciding factor.

- 3. If there is a vacancy level unit position (PreK-6), laid off teachers who were employed within such a unit will be recalled for positions in that unit in seniority order. Provided, however, the Board will make every reasonable effort to recall any teachers on layoff status for any openings that exist. Teachers shall retain the right of recall for a period of two (2) years from the effective date of lay-off, which is September 1. 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 notice of recall, they will be deemed to have refused that position offer and waived recall rights under this agreement.*
- 4. When a teaching position becomes available, the Superintendent shall notify in writing all teachers with the required certification. All those notified shall have ten (10) calendar days to respond in writing of their interest in the open position. The position shall be offered to the most senior of those who respond affirmatively. If that teacher fails to respond to a recall notice within ten (10) calendar days, that teacher shall be deemed to have refused a recall. If a teacher refuses a recall before the ten (10) days, the administration shall offer the position to the next candidate on the recall list.*
- 5. Specialty teachers including but not limited to, music, art, guidance, library, EEE, SLP, ELL, remedial, compensatory, special education and physical education shall only have seniority within their specialty area. However, any (PreK-6) teacher who also teaches a specialty shall be considered a (PreK-6) teacher for purposes of seniority.*

- **Georgia Provisions**

- 11.6 Staff Reduction**

- A. Teachers shall be laid off in reverse order of seniority. For purposes of this section, seniority will be computed from the beginning of a teacher's most recent period of continuous employment in the Georgia School District and will begin to accrue as of the date the contract, commencing that period of employment, was signed by the teacher. A board-approved leave will not constitute a break in employment for the purposes of seniority only. Seniority in the Georgia School District will be established annually as of June 30th.*
- B. Part-time teachers will accrue seniority on a pro-rata basis. Seniority will continue to accrue during all paid leaves of absence.*
- C. Seniority will not be broken by unpaid leaves of absence, employment by the Board in a position outside the negotiating unit, or by reduction in force, but such time will not be counted in computing seniority.*
- D. When seniority is equal, ability to perform the work in question as determined by the Superintendent of Schools will be the deciding factor and this decision shall not be grievable, nor subject to court review.*

- E. A teacher who is notified that they are to be considered as a reduction in force (RIF), will have the right to displace the least senior teacher whose work they are licensed to perform; provided however, that they have evidence of their license on file with the Superintendent of Schools, or presents such evidence to the Superintendent of Schools within five (5) school days of receipt of notice of reduction in force. Written notice of intent to exercise this right must be given to the Superintendent of Schools, with a copy to the Association, within five (5) school days after a teacher is notified that they are to be laid off. Within five (5) school days after they receive such notification, the Superintendent of Schools will notify the least senior teacher that they are to be displaced. A teacher who displaces another teacher will not suffer a loss of salary or benefits.*
 - F. Teachers under contract to provide services to an individual student, whose student leaves mid-year, will remain under contract for that school year in a different assigned capacity. The following school year this teacher will displace according to seniority as outlined.*
 - G. A teacher who is to be displaced will have the same displacement rights vis- à-vis a less senior teacher, as a teacher who is to be laid off pursuant to Section 11.6A above.*
 - H. If there is a vacancy in a negotiating unit position, teachers considered for a reduction in force, who are licensed to perform the work in question, will be recalled in seniority order. Superintendent may issue multiple notifications at the same time, referencing seniority, requiring a response from the teacher in interest in the position. Teachers shall retain the right of recall for a period of two (2) years from the effective date of reduction in force, which is September 1st. Telegram or registered mail will give notice of recall 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 five (5) days after receipt of the notice of recall, they will be deemed to have refused the position offer and waived recall rights under this Agreement.*
- **FWSU Provisions** - *FWSU teachers shall be governed by the Fairfax seniority provisions outlined in this appendix, until such time as a new system commences.*

Franklin West Education Association
Side Letter of Agreement 2020-2022

This side letter of agreement between the Franklin West Education Association and the Franklin West Board of School Directors states the following changes to Article 6 (Working Conditions) of the current Master Agreement for the Fletcher Elementary School.

Article 6.3 - Work-Day Provisions (Fletcher)

- A. The normal teacher workday shall be scheduled from 7:30 a.m. until ten (10) minutes after the last bus leaves, except for days on which regularly scheduled meetings occur. The Board will make every effort to ensure that the last bus leaves by 3:00 p.m.

The Franklin West School Board, through this side letter, will continue to change the **7:30 a.m.** start time to **7:45 a.m.**. The Board will also adjust the language of "making every effort to ensure the last bus leaves by **3:00 p.m.**" to read "making every effort to ensure the last bus leaves by **3:15 p.m.**"



Chair, Franklin West SU School Board

9/10/20

Date Signed



President, Franklin West Educators Association

9/3/2020

Date Signed