

COLLECTIVE BARGAINING AGREEMENT
of the
COLCHESTER BOARD OF SCHOOL DIRECTORS
and the
COLCHESTER EDUCATION ASSOCIATION

July 1, 2019 - June 30, 2020

This collective bargaining agreement (hereinafter to be referred to as “Agreement”) is the result of collective bargaining negotiations between the School Board of the Colchester School District (hereinafter referred to as the “Board”), and the Colchester Education Association (hereinafter referred to as the “C.E.A.” or “Association”).

PREAMBLE:

The Colchester Board of Education (Board) and the Colchester Education Association (CEA) share a commitment to educational quality for the students of the Town of Colchester. We have come together to form and update a document that defines the employment relationship for the certified teaching staff. We agree that good schools are responsive to the needs of students, parents, and community members while remaining attentive to the working conditions that promote excellent teaching.

Our commitment to good schools is a community-minded responsibility that includes a commitment to respectful relationships within the whole school community and to a safe and healthy environment for learning and teaching.

No contract, regardless of the specificity and clarity, can resolve the myriad issues that arise during the course of a school year. We believe that such issues are best resolved through collaboration and compromise among the involved parties, rather than through an overly prescriptive contract. And though our common history undeniably shapes current issues, that history should influence, but not dictate, our future.

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SECTION I

DEFINITIONS:

The following terms shall have the following meanings throughout this Agreement unless the text otherwise expressly requires:

- (a) "Board" shall mean the Colchester Board of Education or its successor or assigns.
- (b) "C.E.A." shall mean the Colchester Education Association or its successor or assigns.
- (c) "District" shall mean the Colchester School District or its successor.
- (d) "Superintendent" shall mean the Superintendent of Schools for the District, or his/her designee, or his/her successor or assigns. .
- (e) "School Day" shall mean a day when children within the District are scheduled to be attending school for all or a portion of said day. "School Day" shall also apply to time for parent conferences as well as workdays or student days.
- (f) "Teacher" shall mean any person licensed employable as a teacher by the state board of education who is not an administrator.
- (g) "Contract" shall mean the individual employment contract entered into between a teacher and the district.
- (h) "Fiscal Year" and "Year" shall mean July 1 through June 30 the year during which an employment contract between a teacher and the District shall be effective.
- (i) "Weekday" shall mean Monday through Friday excluding legal holidays.
- (j) Any reference to husband, wife and/or spouse shall be applicable to civil union partner unless otherwise overridden by state and/or federal law.
- (k) Fringe Benefits shall mean insurances, leaves, personal days and tuition reimbursement.
- (l) The term "immediate family" shall include the following relatives of the teacher and of the teacher's spouse: spouse, child, parent, sibling, grandchild and grandparents, irrespective of the residence of any such person, and any other person who is a member of the teacher's household at the time of death, sickness, illness, or injury.

- (m) Part-time teachers are defined as having less than a 1.0 FTE teacher's contract.
- (n) Sick Leave is defined as leave taken for any event of sickness, illness, or injury.
- (o) Sick bank is a collection of days donated by members of the bargaining unit into a "bank" for use by other members of the unit when applicable.

SECTION II

RECOGNITION:

- (a) The Board recognizes the Association for the purpose of collective negotiations, pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, as the exclusive representative of a unit consisting of all teachers of the Colchester School System, certificated by the State of Vermont excluding administrative personnel as defined by Title 16, Chapter 57, V.S.A.
- (b) Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers."

SECTION III

TERM OF SERVICE:

- (a) A teacher shall teach, instruct, or otherwise devote his/her effort and time to the District for a period of up to one hundred eighty-seven (187) workdays per year, in accordance with the following table:

Student Instruction	176
Student/Workday/Conferences	2
Local in-service days/smart start	8
Classroom preparation in-service	1
TOTAL	187

No more than one hundred seventy-eight (178) days shall be "School days," as defined in Section I of this agreement. The remaining days shall be scheduled at the discretion of the District for the following purposes: (1) teacher professional development activity or teacher participation in the District sponsored activities which are designed to increase staff competency and/or improve the curriculum of the District, (2) administrative activities which may include, but shall not be limited to teacher meetings and, (3) Smart Start for orientation as one of the in-service days.

(b) PART-TIME TEACHERS

Part-Time teachers shall be provided fringe benefits based on proration. Proration of time/benefits for part time teachers shall be based on the relationship to the full-time positions at the particular school, but each class/teaching period at Colchester High School and Colchester Middle School is equal to .20 FTE. Certain insurances have additional restrictions. See page 17 for hybrid employees.

- Part-time teachers who were employed on 10/22/05 shall continue to receive 100% benefits as long they are continuously employed at or above the .50 FTE level.

(c) PART-YEAR TEACHERS

Full-time teachers employed by the District for less than the entire school year shall receive full salary and insurance benefits for the period in which they are employed. Leaves shall be prorated. This does not apply to Long Term Substitute Teachers.

- (d) New employee benefits will commence on the first day of the contract year or in accordance with the insuring company's policy.
- (e) In the event that the District postpones a scheduled workday, teachers shall not be required to report to work. A scheduled workday that is postponed shall be made up at a time determined by the Superintendent using the Board's adopted calendar or the Board, after consultation with the Association.
- (f) The Board shall offer a contract of employment to a teacher annually. A teacher receiving a contract shall indicate acceptance of the offer by signing and returning the contract within 10 working days or the position will be considered vacant and that teacher will have no vested right to the position. The Superintendent, at the written request of an individual teacher, may grant an extension for the return of an individual contract.

SECTION IV

COMPENSATION:

- a) The salaries of all certified teachers covered by this Agreement are set forth in Appendices A1-2, which are attached hereto and made part of this Agreement. The salary schedule column caps for the salary grids are (BA Step 5, BA+15 Step 8, BA+30 Step 10, and MA Step 12). Teachers located on steps beyond these caps will be frozen at their salary step.
- b) Salary Schedule Placement: New teachers with no relevant experience will be placed on Step 1 in the appropriate column. New teachers with relevant experience will be placed on the same step, and in the appropriate column, based on their experience as it pertains to their peer group. If current employees with the same experience are placed on different steps, the new hire will be placed on the lower or the lowest of those two or more steps. Part-time teachers will be credited with one (1) years' experience on the salary schedule for each year of part-time service equal to 0.50 FTE or greater.
- c) Teachers who earn approved academic credits sufficient to change their placement on the salary schedule prior to September 1, and who provide a written report of such credits to the Superintendent on or before October 30 of the school year, shall change columns and receive an appropriate salary increase, as set forth in Appendix A (1 – 2) of this Agreement retroactive to the start of the school year. Teachers who earn a column change will move down one step from the previous contract year, unless limited by the column cap.
- d) Teachers at step 16 or frozen on a lower step will stay on that step and index until they move horizontally on the schedule. Their salaries will be calculated by multiplying the base by the index. Teachers frozen on steps less than 16 will be credited with experience accrued while frozen on step if and when they move horizontally on the schedule; provided they are not below the line above which vertical step movement occurs. Teachers who move horizontally but remain below this line will move laterally to the proper step and index for that column, but will not advance a vertical step. Teachers shall not advance experience/steps for the time taught during the 2008 – 2011 contract for which no step movement accrued.
- e) Teachers shall receive their first paycheck of each school year on the first biweekly pay-date following the first teacher work day. Teachers shall be paid, at their option, in either twenty-two (22) or twenty-six (26) substantially equal installments.
- f) Superintendent approved hours/credits for workshops and conferences (15 hours equals 1 credit) earned post master's degree shall be counted towards further horizontal movement on the salary schedule.

SECTION V

SICK LEAVE:

- (a) At the beginning of each year, twenty (20) sick days will be added to the teacher's accumulated sick leave balance. The teacher will have the total of the new sick leave days added to the accumulated balance available as sick leave. The carry-over balance will not exceed eighty (80) days for the next year.

The July 1, 2005 to June 30, 2008 contract established a new sick leave cap at 80 days. Those teachers that had balances up to the previous cap of 150 days retained those balances. Teachers who had accumulated between eighty (80) and one hundred fifty (150) days as of June 30, 2005 shall retain said days until utilized.

Sick leave may not be utilized to offset the difference between disability benefits and a teacher's full salary.

- (b) In the event that a teacher shall have been absent from the classroom due to sickness, illness or injury for a period of five (5) or more consecutive school days in any one year, the Superintendent or his/her designee may request a physician's certificate from said teacher stating the type or nature of the ailment and the probable duration of said teacher's absence. The Superintendent or his/her designee may also request a physician's certificate in any case where s/he believes that an abuse of sick leave privileges may be taking place.
- (c) In the event that a teacher shall have consumed or exhausted all of the sick leave to which they are entitled during the year a deduction shall be made from their compensation equal to 1/187 of said teacher's salary as determined by the appropriate salary schedule in the Agreement for each additional school day during which said teacher is absent due to sickness or injury.
- (d) The Superintendent or his/her designee shall maintain for each teacher a cumulative record of the number and dates of absence for which sick leave has been granted. The Superintendent or his/her designee shall annually issue to each teacher a statement of his/her accumulated sick leave as of the end of the school year.
- (e) A teacher may use up to fifteen (15) school days per year of accumulated sick leave for illness or injury in their immediate family.

SECTION VI

DISABILITY/SICK LEAVE:

- (a) Teachers shall apply for LTD coverage on or before their ninetieth (90th) consecutive calendar day of absence due to a medical condition. A teacher shall no longer be considered an employee of the District on the first June 30 twelve months following the date the teacher has begun receiving a combination of sick leave, LTD benefits and unpaid leave pursuant to this Agreement. The District will continue to pay its share of teacher's medical insurance coverage, as provided by this Agreement, 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.
- (b) Prior to October 1st of each year teachers may contribute up to two (2) days of personal sick leave to the Colchester District Sick Bank, said days to be deducted from the annual sick leave awarded on July 1 of each year. After exhausting personal annual and accumulated sick leave, teachers may use up to sixty (60) days from said Sick Bank for a doctor-certified illness of a continuous nature. Sick Bank days may be used to bridge time between a teacher's exhaustion of their personal sick leave and the commencement of disability insurance coverage. The number of days in the Sick Bank may not exceed two-hundred-forty (240). Applications for use of Sick Bank will be submitted to the Human Resources department for consideration.
- (c) The Superintendent or his/her designee shall maintain the record of the sick bank balance by recording annual contributions to the sick bank up to the 240 day maximum and recording the deductions for any sick bank days used during the year. The sick bank will be replenished as per item (b) of Section VI in the following year.

SECTION VII

DISCRETIONARY DAYS:

- (a) A teacher shall be entitled to up to three (3) school days, six (6) half days, or a combination of full days and half days not to exceed three (3) school days, without loss of pay, to be used at his/her discretion.
- (b) A discretionary day will not be granted to a teacher on the last scheduled school day before a holiday or vacation, or on the first scheduled day after a holiday or vacation, except in an emergency situation in which case the teacher will state the nature of the emergency.
- (c) A teacher shall notify the principal of his/her school building of his/her intent to take a discretionary day at least twenty-four hours in advance, except in cases of emergency. In no event shall more than ten percent (10%), rounding that number up to the nearest full person, of the teaching staff of any building be eligible for discretionary days on any one (1) school day.
- (d) If a teacher does not utilize all of their discretionary time by the end of the fiscal year, unused time will be converted to sick time at the start of the next fiscal year up to the designated limit.

SECTION VIII

EXTENDED LEAVES:

(a) MILITARY SERVICE

The District shall provide such leave and reemployment rights as required by state and/or federal law for any teacher who enters the military service of the United States of America.

(b) ORGANIZATIONAL

Upon request of the C.E.A., one (1) teacher from the District shall be granted a leave of absence, without compensation, for a period not exceeding one (1) school year for the purpose of engaging in activities of the C.E.A. and/or its affiliates.

Should a member of the bargaining unit, however, serve as the President of the Vermont National Education Association, s/he shall be granted a leave of absence, without compensation, for the period of time, up to two (2) school years, that s/he holds that office. Leaves under this subsection shall be for a full school year and may be extended at the discretion of the School Board.

(c) OTHER LEAVES

A teacher may request a leave of absence without compensation for purposes other than those set forth in this Section. The Board may grant, deny, or modify any such request. Leave requests shall be submitted to the superintendent by April 30th of the year prior to the requested leave year unless extenuating circumstances emerge.

(d) ACCUMULATED SICK LEAVE AND FRINGE BENEFIT ELIGIBILITY

Accumulated sick leave to which a teacher shall be entitled prior to the commencement of a leave of absence pursuant to this Section shall be restored in full upon return to employment. Other fringe benefits may be continued at the discretion of the Board of Education.

(e) REASSIGNMENT AFTER LEAVE OF ABSENCE

Upon return from an extended leave of absence, the teacher will be assigned to the position they held prior to their leave or to a substantially equivalent position

for which s/he is licensed and qualified. If the teacher agrees, however, they may be assigned to another position for which they are qualified.

This provision shall not be interpreted or applied to guarantee a teacher employment in the event of a staff reduction while on leave. Teachers who are returning from a leave of absence will be deemed to have the same rights as other members of the bargaining unit. A teacher shall not receive an experience step on the salary schedule for time spent on an unpaid leave of absence for more than 50% of the contracted days.

(f) STATUTORY LEAVE

The Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental & Family Leave Act ("VPFLA"), herein after referred to jointly as the "Acts". Leave pursuant to these acts shall be provided according to the Board's policies and practices. Pursuant to these policies and practices, whenever an employee is entitled to and/or granted paid or unpaid leave pursuant to the terms of this Agreement and the employee is also entitled to leave pursuant to either of the Acts for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the Acts will be provided concurrently. Leave under the Acts will also be provided concurrent with Workers' Compensation benefits where concurrent entitlement exists. All other matters regarding the administration of leave provided pursuant to the Acts shall be as provided by the District's policies and practices.

(NOTE: Any prior practice or occurrence which is inconsistent with this proposal or application of the Vermont Parental and Family Medical Leave Act to teachers is disavowed and discontinued.)

(g) SENIORITY

Seniority will continue to accrue during all paid leaves of absence; see Section XV - Reduction in Staff.

(h) FAMILY LEAVE

The District shall provide such leave and re-employment rights as required by state and/or federal law for family leave purposes. This shall include leave required due to pregnancy or childbirth to the extent such occurrences are covered by said state or federal law. Employees shall also be entitled to use Sick Bank time for maternity/paternity leave consistent with the Vermont Parental and Family Leave Act. Any employee seeking to use Sick Bank time shall first use all

available paid time off. Upon exhaustion of the employee's paid time off, the employee shall be entitled to use Sick Bank time for a total paid leave of sixty (60) week days.

(i) LONG TERM SUBSTITUTE TEACHERS

Any teacher employed to replace a teacher who has been granted an extended leave of absence shall be issued a non-renewable contract for the duration of the leave. Such replacement teacher shall not be entitled to any of the re-employment rights for a succeeding school year as provided by this Agreement. These non-applicable re-employment rights shall include, but shall not be limited to, the renewal and recall rights set forth in SECTION'S XI (b) & (f) and XIV, as well as the right to grieve the non-renewal of the replacement teacher's contract under the grievance/arbitration procedure of this Agreement.

SECTION IX

COMPASSIONATE LEAVE:

(a) DEATH IN THE IMMEDIATE FAMILY

In the event that a death to a member of the immediate family of a teacher occurs upon notification the Superintendent or his/her designee shall grant said teacher a leave of absence of up to five (5) school days without loss of compensation. The Superintendent may, at his/her discretion, grant such additional leave as he/she deems appropriate.

Upon approval by the Superintendent, other persons may be considered "Immediate Family" on a case-by-case basis.

SECTION X

INSURANCE:

The District agrees to provide insurance coverage for teachers as set forth in this Agreement, subject to the eligibility requirements of the individual insurance carrier unless such eligibility requirements are modified by these Terms. The District 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 District shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage terms. The District may change the insurance carrier or plan noted herein upon agreement with the Association. In the event that both partners in a marriage or civil union are employed by the District, the District will be obligated to provide only one insurance plan for them as a unit (e.g. two-person or family plan). This plan will be assigned to one of the partners at the discretion of the partners within the regulations of the insurance carrier. In addition, the partner not receiving the insurance plan will be eligible for the buyout described in Section X (b) for the single plan only.

(a) WORKERS' COMPENSATION

In the event that a teacher is absent as a result of an injury caused by an accident arising out of and in the course of his/her employment by the District and such injury shall come under Workers' Compensation Insurance coverage, then said teacher shall receive the difference between his/her salary and the monies paid by Workers' Compensation Insurance. Sick or disability leave shall be charged to the teacher during such absence in proportion to the percentage of salary actually paid by the District.

(b) MEDICAL INSURANCE

All qualifying employees have the option of choosing any of the four (4) plans available through the Vermont Education Health Initiative (VEHI). The plans are as follows: VEHI Platinum, VEHI Gold, VEHI Gold CDHP and VEHI Silver CDHP. The Board shall pay 80% of the premium cost of the VEHI Gold CDHP plan for whatever coverage the employee chooses (single, 2 person, parent/child(ren), family). In the event an employee chooses a plan other than the Gold CDHP, the District's obligation shall be the same dollar amount it spends for coverage under the Gold CDHP plan. Teachers will have full access to all options in the District's Section 125 plan.

A teacher may elect to forego the medical insurance coverage noted and receive payment in lieu of said coverage under the conditions noted below.

- ❖ The teacher must be either currently enrolled in the District's insurance plan or have been newly hired by the District for the plan year for which payment is elected.
- ❖ The teacher must present proof of medical insurance coverage from an alternative source.
- ❖ The teacher will receive the amount set forth herein for such time as they forgo insurance coverage. The smallest incremental period of time for coverage or buyout is one month.
- ❖ The teacher shall be paid a single lump sum amount equal to twenty-five percent (25%) of the total annual amount the District would have paid toward the premium cost for the Gold CDHP plan.
- ❖ Payment shall be remitted to the teacher in December and June of the plan year for which payment was elected.

(c) HEALTH REIMBURSEMENT ARRANGEMENT

The District will offer a Health Reimbursement Arrangement (HRA) for those that elect to take the Gold CDHP plan. Terms of the HRA are as follows.

	Employee Share	District Share	Employee Share	Total Coverage
Single	\$200	\$2,100	\$200	\$2,500
Parent/Child(ren)	\$400	\$4,200	\$400	\$5,000
Two Person	\$400	\$4,200	\$400	\$5,000
Family	\$400	\$4,200	\$400	\$5,000

Note: The employee share for out of pocket expenses will be paid first and last.

(d) LIFE INSURANCE

The District will provide a group term life insurance policy having a death benefit of fifty thousand dollars (\$50,000) for each teacher while the District employs said teacher.

(e) DENTAL INSURANCE

The Board agrees to hold a master policy for a dental insurance plan approved by the Association, which will include orthodontia. It is understood that regardless

of any prior practice, all provisions noted in the introductory paragraph of this Section X will be applicable to dental insurance.

(f) DISABILITY INSURANCE

The District shall provide and pay one hundred percent (100%) of the premium cost for a long-term disability insurance plan ("LTD") to be selected by the Board. Said 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 those teachers who are employed for .50 FTE or greater shall be covered by this insurance plan.

(g) HYBRID EMPLOYEES

Employees of the Colchester School District who by virtue of combining their Full Time Equivalency as Support Staff and Teacher reach a 100% Full Time School Year Status shall be considered as Full Time Equivalent School Support Staff for the purpose of obtaining the health insurance benefit of Article XII (Compensation), Section A (Medical Insurance) of the Agreement between the Colchester Board of Directors and the Colchester Education Association/Support Staff Unit.

(h) OTHER

An employee who is disabled and cannot return to work after all allowable leaves have been extended may continue coverage under the various group insurance plans provided by the Board, subject to COBRA regulations; provided the employee reimburses the Board monthly for the cost of said coverage.

SECTION XI

TEACHERS' RIGHTS:

- (a) The Board hereby agrees that every teacher employed by the District has the right to, or not to, freely organize, join and support the C.E.A. and its affiliates for the purpose of engaging in collective negotiations and other activities for mutual benefit. The Board agrees that it shall not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred under Chapter 57 of the Vermont Statutes Annotated, the Constitutions of Vermont and the United States that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the C.E.A. and its affiliates, his/her participation in any lawful activities of the C.E.A. and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any conditions of employment.
- (b) No teacher shall be denied a renewal of contract or be suspended, dismissed, or denied a salary increment except for just and sufficient cause. A teacher who is suspended may appeal that suspension by filing a grievance, within seven (7) days of the effective date of the suspension, at Step 3 of the grievance procedure, or by filing an appeal pursuant to 16 V.S.A., Section 1752. The election of one method of appeal shall preclude the other. Regardless of the method of appeal, the teacher shall be paid until the Board renders its decision.
- (c) Whenever any teacher is required to appear before the Superintendent, or the School Board, concerning potential discipline, any matter which could adversely affect the continuation of that teacher in his/her employment, or his/her salary, or any increment pertaining thereto, then s/he shall be given prior written notice for the reasons for such meeting or interview and shall be entitled to have a representative of the association present to advise him/her and represent him/her during such meeting or interview. Whenever a teacher is required to meet with their building administrator regarding the type of issue noted above (potential discipline, etc.) that administrator shall inform the teacher of the nature of the meeting and the teacher shall be entitled to have an Association representative present at said meeting. This provision shall not preclude an impromptu timely discussion to note an unsatisfactory occurrence.
- (d) Any teacher holding a contract that the Board does not intend to renew, except due to a reduction in staff, will be so notified on or before March 15. If a teacher is not notified that s/he will not be reemployed by March 15, s/he shall receive a

contract for the following year. Any notice shall clearly set forth the reasons for non-renewal.

- (e) The Board agrees to deduct from the salaries of the teachers dues for the Colchester Education Association, Vermont-NEA, Inc., and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct and transmit the monies to the Colchester Education Association. Teacher authorization shall be in writing on a form agreed upon by the C.E.A. and the Board. Deductions will be made in twenty-two (22) or twenty-six (26) substantially equal installments or, in the case of an authorization received during the school year, in substantially equal installments for the remainder of the school year. Payroll deduction authorizations for Association dues shall be continuous from year to year unless a teacher leaves the School District or notifies the Association, in writing with a copy to the Superintendent, prior to July 1 of any year to terminate said deductions. The Association shall notify the Office of the Superintendent of Schools of such action in writing.

Teachers hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the Board and all its officers or representatives from any liability thereof.

NOTE: The form for C.E.A. Dues Payroll Deduction is found in Appendix D.

- (f) Each teacher newly hired by the District shall work under a probationary appointment for a period of two (2) full school years. During this period of probation, a decision to suspend, dismiss, or not re-employ an individual may not be grieved under provisions of this Agreement. During this period of probation, an individual who is given notice of suspension, dismissal, or non-renewal may appeal said action only pursuant to the process set forth in Title 16 V.S.A. Section 1752. During this probationary period, all evaluation and contract renewal dates provided by this Agreement shall be applicable. The evaluation process and procedures shall be the Colchester School District Teacher Evaluation Model-Framework for Teaching: Components of Professional Practice approved by the School Board and the Colchester Education Association.
- (h) The Board shall have the right to issue a teacher a non-renewable employment contract for a period of one (1) full school year or less and such teachers shall not be entitled to protection of the just cause dismissal and contract renewal rights, and layoff/recall rights provided by this Agreement. Such non-renewable contracts may be issued due to program requirements i.e.:
 - a. grant funding/pilot program/SAP.

- b. replaces a teacher who has resigned or been terminated during a school year or over the summer vacation, or
- c. replaces a teacher who is on a leave of absence.

If a teacher who was issued a non-renewable contract is re-hired by the District for the school year immediately following employment under the non-renewable contract year, he/she, shall be credited with seniority for the time employed under the non-renewable contract.

SECTION XII

PROFESSIONAL DEVELOPMENT:

- (a) The Board shall reimburse any teacher who successfully completes an accredited college or university course or any workshop/conference that has been designated by the Superintendent as equivalent in writing in advance that is related to his/her instructional responsibilities and approved by the District. The reimbursement shall be limited to an annual amount equal to the cost of a maximum of three (3) credits at the prevailing in-state tuition rate for the University of Vermont plus deferred tuition charges if applicable. Teachers who are enrolled in a master's degree or post-master's program may receive reimbursement for up to the total cost of six (6) credits at the prevailing in-state tuition rate for the University of Vermont. If a course is offered for "grade credit", the teacher must earn at least a grade of B- to qualify for reimbursement. If the course is offered only on a "pass/fail" basis, the teacher must pass the course to qualify for reimbursement.

Each teacher who has applied for tuition reimbursement has 90 days following the completion of the course to request reimbursement. Failure to submit a timely (within 90 days) request for reimbursement will result in the forfeiture of the benefit unless there is a mitigating situation completely outside the control of the teacher.

- (b) Reimbursement for workshops and conferences may be provided at the discretion of the Superintendent and shall be limited to the cost of registration, materials, and travel. Requests for approval/disapproval decisions for such reimbursement must be made to the district administration in advance of the teacher registering for the workshop or conference.

SECTION XIII

TEACHER EVALUATION:

- (a) All monitoring or observation of the work performance of the teacher will be conducted openly. The use of eavesdropping, public address or audio systems and similar surveillance devices will be strictly prohibited.
- (b) The evaluation process and procedures will be Colchester School District Teacher Evaluation Model-Framework for Teaching: Components of Professional Practice approved by the School Board and the Colchester Education Association.
- (c) Teachers will have the right, upon request, to review the contents of their personnel file and to receive a copy of any documents contained therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
- (d) No material derogatory to a teacher's conduct, services, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that s/he has had a chance to review such materials by affixing his/her initials to the file copy with the expressed understanding that such signature does not indicate 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.
- (e) Any 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 will be promptly investigated and called to the attention of the teacher. The teacher will be given an opportunity to respond to and/or rebut such complaint. If, after investigation, the complaint is deemed unwarranted by both parties, it shall be destroyed, and no reference will be made in a teacher's personnel file.

SECTION XIV

REDUCTION IN STAFF:

Should it become necessary, in the judgment of the Board, to reduce the size of the teaching staff, the following procedures shall apply:

(a) NOTIFICATION TO THE C.E.A.

The C.E.A. shall be notified of any contemplated reduction in staff (layoff), stating curriculum area and the number of staff as early as possible; but not later than April 1.

(b) REASSIGNMENT OF STAFF

If an opening exists for which a teacher affected by the reduction in staff is certified and qualified, s/he will be transferred to that position.

(c) NOTIFICATION OF TEACHERS

Notification to a teacher who is to be laid off shall be made as soon as practical, but in no event later than May 1. Notice to the teacher shall be in writing and will contain the reason for the layoff.

(d) REDUCTION IN STAFF PROCEDURE

When necessary, teachers shall be laid off in reverse order of seniority within teacher's area of instruction, i.e., "subject matter assignment" for secondary level, pre K - 6 for elementary level, and pre K - 12 for specialist positions.

Specialist positions shall include music, art, physical education, librarian, counselors, special education, alternative, planning room, Title I math and reading, social worker.

After the above noted lay-off procedures have been applied, a teacher scheduled for lay-off may displace the least senior teacher in another area of instruction if said teacher is more senior and is certified/licensed to teach in that area. If the teacher is certified in more than one (1) area, the displacement shall be in the area where the least senior teacher is employed. Only one (1) displacement may occur per each teacher lay-off. The displaced teacher is not entitled to displace another teacher.

(e) SENIORITY

Seniority shall be defined as "District wide" not primarily the area of instruction or level of instruction. Seniority will be computed from the beginning of a teacher's most recent period of continuous employment in the School District and will begin to accrue as of the date and time that the contract was signed, commencing that period of employment. A seniority list will be established on April 30th (end of the school day) each year.

Part-time teachers will accrue seniority on a pro-rata basis.

Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the September 1 next following the effective date of the layoff. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiating unit, but such time will not be counted in computing seniority.

NOTE: See Section VIII - Extended Leaves, for description of leaves.

(f) RECALL RIGHTS

If there is a vacancy in a negotiating unit position, laid off teachers who are licensed and qualified to perform the work in question will be recalled. Notice of recall opportunity will be given by certified mail/return receipt requested to the last address given to the Board by the teacher. The top three teachers who are licensed and qualified for any given vacancy shall be notified simultaneously. If two (2) or more teachers respond, recall will be based on seniority. A copy of notices of recall will be given to the Association. If a teacher fails to respond within ten (10) working days after receipt of the above recall notice, s/he will be deemed to have refused the recall opportunity and waived all recall rights under this Agreement. Recall rights shall continue for two (2) years from Sept. 1 after the date of actual layoff.

(g) PART-TIME TEACHERS

Nothing in this section shall preclude a part-time teacher who is not laid off from being transferred to a full-time position in the bargaining unit.

SECTION XV

GRIEVANCE PROCEDURE:

I. DEFINITIONS

- a. Any written claim by the Association, a teacher or group of teachers stating the intent to grieve under the contractual grievance's procedure, and also alleging that there has been a violation, misinterpretation, or misapplication of the written terms of this contract, shall be given a grievance.
- b. A grievant may be any person or persons subject to or having the benefits of this contract.
- c. Time Limits - All time limits consist of weekdays excluding legal holidays. Failure of the grievant or the Association to adhere to these time limits shall terminate the grievance as null and void. Failure by the Board or its representatives to render a decision within these time limits shall be construed as a denial of the grievance and the grievant may proceed to the next step of the procedure. Time limits may be extended by agreement, in writing, between the grievant and the Superintendent.
- d. Representation - The grievant shall, at all steps in the formal grievance procedure herein provided for, be entitled to be represented exclusively by a representative of the C.E.A., or to appear with the assistance of such representative. In the event that the grievant is not represented by the C.E.A. at any stage of the formal grievance procedure, the C.E.A. shall have the right to be present at all proceedings. At the completion of presentation of evidence, the C.E.A. representative will have the opportunity to present its position on the case either orally or, if in writing, within forty-eight (48) hours. Prior to the commencement of a formal grievance procedure, nothing herein contained shall 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 so resolved.
- e. No grievance shall be given consideration unless it is filed within fifteen (15) days after the grievant had knowledge of, or could reasonably have been expected to have knowledge of, the occurrence that gave rise to the grievance.

II. STEP 1

The grievant shall present the grievance in writing to his/her building principal who shall meet with the grievant within five (5) days after receipt of the grievance. The principal shall provide the grievant with a written response to the grievance within five (5) days

after meeting. Such response shall include the specific reasons upon which the decision was based.

STEP 2

If a grievance filed at Step 1 is not resolved, the grievant shall present his/her grievance, and the principal his/her response, to the Superintendent within five (5) days after the receipt of the principal's response. The Superintendent shall meet with the grievant and the principal within five (5) days after receipt of the documents. Each party has the right to include in its presentation such witnesses, and evidence as will develop facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent shall, within ten (10) days thereafter, render his/her written decision to the grievant, specifically setting forth the reasons on which his/her decision is based.

STEP 3

If a grievance filed at Step 2 is not resolved, then the grievant may appeal, by giving written notice of appeal to the Board within five (5) days after receipt of the Superintendent's decision. Copies of the original written grievance, the supervisor's response, if any, and the Superintendent's decision shall accompany the notice of appeal. The Board shall meet with all interested parties within fifteen (15) days after receipt of the notice of appeal. The parties shall have the right to include in its presentation such witnesses, and evidence as will develop facts pertinent to the grievance. Upon conclusion of the meeting the Board shall, within ten (10) days thereafter, render its decision in writing. Such response shall include the specific reasons upon which the decision is based.

STEP 4

If a grievance filed as Step 3 is not resolved, then the Association may, within ten (10) days after receipt of the Board's decision, give notice to the Board of intent to submit the grievance to final and binding arbitration. Should the parties be unable to agree upon an arbitrator within fifteen (15) days from the request for arbitration, then an arbitrator shall be requested by the Association within ten (10) days from the American Arbitration Association under its rules for voluntary arbitration. If not so requested, the grievance shall be deemed withdrawn.

Decision of the arbitrator in matters of grievance shall be final and binding; however, it is expressly agreed that the arbitrator shall have no power to alter the terms of this contract. It is also agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as s/he shall judge to be proper.

Unless otherwise agreed, neither the Board nor the grievant will be permitted to assert any grounds before the arbitrator which was not previously disclosed to the other party.

The cost of the arbitrator (fees and expenses) shall be split between the parties.

III. GENERAL PROVISIONS

- a. The supervisor, if any, the Superintendent, the Board, the grievant, and the grievant's representatives, if any, shall cooperate and assist one another in the investigation of any grievances and shall furnish to each other, upon request, any information which is established to be pertinent to the grievance.
- b. In the event that the grievant and the Superintendent agree, Step 1 of the grievance procedure set forth herein may be eliminated and the grievance shall proceed from Step 2.
- c. A grievance may be withdrawn at any time.
- d. All correspondence, records or other documents relating to the processing of a grievance shall be filed separately from the regular personnel files of the participants.
- e. No reprisals of any kind shall be taken against any person because of his/her participation in the grievance procedure set forth herein.

SECTION XVI

WORKING CONDITIONS:

- (a) All teachers shall have a duty-free lunch period each day at least as long as the students' lunch period is in the same school building.
- (b) Each elementary and middle school teacher is guaranteed a preparation period per day.
- (c) The High School Principal will assign five instructional periods to teachers. In addition, the principal will assign the teacher a preparation period and a supervisory period. The principal and the teacher will mutually agree upon an additional period dedicated to supporting student achievement.

SECTION XVII

GENERAL:

- (a) 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 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, sex, sexual orientation, domicile, or marital status.
- (b) The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- (c) The agreement will be posted on the District website.
- (d) If any provisions of this Agreement or any application thereof is held by the courts to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than thirty (30) days after any such holding for the purpose of renegotiating the provision or provisions affected.

SECTION XVIII

MANAGEMENT'S RIGHTS:

- (a) In recognition of the fact that the Laws of the State of Vermont vest responsibility in the Board for the quality of education and the efficient and economical operation of the Colchester School District, it is hereby agreed that, except as specifically and directly modified by express language in a specific provision of this Agreement, the Board retains all rights and powers that it has or may hereinafter be granted by law, and may exercise such powers at its discretion.
- (b) The Board agrees that it will notify the Association and bargain in good faith before altering any conditions of employment which are mandatory subjects of bargaining, applicable on the effective date of this Agreement with due consideration given to past practices of the Board as well as the needs of the District.

SECTION XIX

ACKNOWLEDGMENT OF ARBITRATION:

In accordance with 12 V.S.A. §5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this article.

SECTION XX

DURATION:

The provisions of this Agreement will be effective as of July 1, 2019, or except as otherwise noted in a specific provision of this Agreement, and will continue and remain in full force and effect until June 30, 2020. This 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 written notice to the other not later than November 1, 2019, prior to the expiration date of any anniversary thereof, of its desire to reopen negotiations to establish a successor Agreement.

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the life of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this document.

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.

IN WITNESS WHEREOF, the parties set their hands and seals.

COLCHESTER BOARD OF
SCHOOL DIRECTORS

COLCHESTER EDUCATION
ASSOCIATION

BY: Michael Rogers 5-21-2019
Board Chair Date

BY: Joseph G. [Signature] 5/7/19
President Date

Appendix A

Colchester School District												
Salary Schedule												
2019 – 2020												
Base: \$44,294												
Step	BA		BA/15		BA/30		MA		MA/15		MA/30	
1	\$44,294	1.0000	\$47,173	1.0650	\$50,052	1.1300	\$54,039	1.2200	\$56,918	1.2850	\$59,797	1.3500
2	\$46,287	1.0450	\$49,166	1.1100	\$52,045	1.1750	\$56,032	1.2650	\$58,911	1.3300	\$61,790	1.3950
3	\$48,280	1.0900	\$51,160	1.1550	\$54,039	1.2200	\$58,025	1.3100	\$60,904	1.3750	\$63,783	1.4400
4	\$50,274	1.1350	\$53,153	1.2000	\$56,032	1.2650	\$60,018	1.3550	\$62,897	1.4200	\$65,777	1.4850
5	\$52,267	1.1800	\$55,146	1.2450	\$58,025	1.3100	\$62,012	1.4000	\$64,891	1.4650	\$67,770	1.5300
6	\$54,260	1.2250	\$57,139	1.2900	\$60,018	1.3550	\$64,005	1.4450	\$66,884	1.5100	\$69,763	1.5750
7	\$56,253	1.2700	\$59,132	1.3350	\$62,012	1.4000	\$65,998	1.4900	\$68,877	1.5550	\$71,756	1.6200
8	\$58,247	1.3150	\$61,126	1.3800	\$64,005	1.4450	\$67,991	1.5350	\$70,870	1.6000	\$73,750	1.6650
9	\$60,240	1.3600	\$63,119	1.4250	\$65,998	1.4900	\$69,985	1.5800	\$72,864	1.6450	\$75,743	1.7100
10	\$62,233	1.4050	\$65,112	1.4700	\$67,991	1.5350	\$71,978	1.6250	\$74,857	1.6900	\$77,736	1.7550
11	\$64,226	1.4500	\$67,105	1.5150	\$69,985	1.5800	\$73,971	1.6700	\$76,850	1.7350	\$79,729	1.8000
12	\$66,220	1.4950	\$69,099	1.5600	\$71,978	1.6250	\$75,964	1.7150	\$78,843	1.7800	\$81,722	1.8450
13	\$68,213	1.5400	\$71,092	1.6050	\$73,971	1.6700	\$77,957	1.7600	\$80,837	1.8250	\$83,716	1.8900
14	\$70,206	1.5850	\$73,085	1.6500	\$75,964	1.7150	\$79,951	1.8050	\$82,830	1.8700	\$85,709	1.9350
15	\$72,199	1.6300	\$75,078	1.6950	\$77,957	1.7600	\$81,944	1.8500	\$84,823	1.9150	\$87,702	1.9800
16	\$74,192	1.6750	\$77,072	1.7400	\$79,951	1.8050	\$83,937	1.8950	\$86,816	1.9600	\$89,695	2.0250

Appendix B

Other Compensations

- (a)
 - (i) Any High School teacher appointed as a “Teacher/Team Leader” (as per job description approved by the Board) shall be paid, in addition to his/her basic salary, an increment of 8.12% of the current year base salary. In addition, Teacher/Team Leaders will be relieved of one class, or .2 FTE. Teacher/Team Leaders will retain full benefits as a full time teacher, including retirement, benefits and accrual of seniority. The Board may renew the assignment as a Teacher/Team Leader annually, at which time the Teacher/Team Leader may elect to return to their teaching position.
 - (ii) When filled, the following leadership positions will be compensated at the same monetary rate as the leadership positions detailed in Appendix C, Paragraph (a) i. There shall not be the same classroom release time for these positions as the CHS leadership positions detailed in Appendix, Paragraph (a) i.
 - CMS Facilitators (Literacy, Math, Science, Special Education, Special Area/Unified Arts)
 - Primary Mentors (Literacy, Math)
- (b) Any teacher covered by these Terms of Employment who is requested or required to teach more than the number of days set forth in these Terms shall be paid at the rate of 1/187 of their salary for each additional day worked at his/her regular assignment. “Regular assignment” is understood to be the teaching of students.
- (c) Any teacher covered by these Terms who is requested to work on any task outside the scope of this Agreement shall be paid at the rate of \$35.00 per hour, when approved by the Superintendent for compensation.
- (d) The per hour rate that Driver education teachers are paid for extra hours shall be 0.095% of the current year base salary.
- (e) SUMMER SCHOOL:
In the event that the District conducts a summer school program, it is recognized that these Terms of Employment shall not be applicable to individuals employed to teach in the summer program. All terms and conditions of employment shall be established pursuant to Board policy.

It is further recognized that employment in said summer school program shall be offered to District teachers first on a purely voluntary basis and that any member of the bargaining unit represented by the C.E.A. who is offered the opportunity to

teach in the summer program is free to refuse such offer of employment without fear of retaliation..

Appendix C

Colchester School District

Contract for Teaching

1. This agreement between «First_Name» «Last_Name» of «Residence», Teacher and the Board of School Directors of Colchester is hereby made for the school year beginning July 1, 200X and ending June 30, 200Y.

2. The period of service shall begin July 1, 200X and continue for not more than

«Teaching_Days» school days.

In addition, the teacher agrees to attend educational meetings or to visit schools

not to exceed «Addl_Days» days as directed by the Superintendent of Schools.

3. Teaching Salary of: «Salary»

4. Grade assignment or subject matter assignment: «Position»

5. Said teacher (holds) (is eligible to hold) the following grade of certification: «Levels» which expires on «Expiration».

College degree held: «Degree» Grade: «Grade» Credits above Grade: «Credits»

Total years teaching experience: «Teaching_Exper»

Years of Service: «Yrs_of_Service»

In signing this contract the teacher acknowledges that terms and conditions of employment shall be as set forth in the Negotiated Agreement between the Colchester Board of School Directors and the Colchester Education Association.

Date Signed _____

By _____
Teacher

Date Approved _____

By _____
Board Clerk

Date Approved _____

By _____
Superintendent of Schools

For Office Use Only:

Salary Schedule Placement: «Salary_Placement»

Account Code: «Acct_Code»

Building: «Building»

Appendix D

COLCHESTER SCHOOL DISTRICT

Dues Authorization Form

NAME: _____

ADDRESS: _____

SCHOOL: _____

I hereby authorize the Board of School Directors (here in after referred to as the "Board") to deduct from my earnings and transmit to the Colchester Education Association (here in after referred to as the "Association") an amount sufficient for regular payment of member-ship dues and assessments (as certified by the Association to the Board) in substantially equal payments pursuant to the Agreement between the Board and the Association. I understand that the Board will discontinue such deductions for any school year only if I notify the Association, in writing, with a copy to the Superintendent, on or before the July 1st prior to the beginning of any school year, I here-by waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and I relieve the Board and all its officers or representative from any liability thereof.

Signature: _____

Date: _____