AGREEMENT

SOUTH BURLINGTON EDUCATORS' ASSOCIATION

AND

SOUTH BURLINGTON SCHOOL DISTRICT

2014-2017
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AGREEMENT BETWEEN
SOUTH BURLINGTON EDUCATORS’ ASSOCIATION
AND
SOUTH BURLINGTON SCHOOL DISTRICT

This Agreement is made and entered into by and between the South Burlington Educators’ Association, hereinafter called “The Association,” and the South Burlington School Board, hereinafter called “The Board.”

WHEREAS, the laws of the State of Vermont authorize collective negotiations for school teachers, hereinafter referred to as "teachers" or "professional personnel," and authorize school boards to enter into agreements incorporating matters agreed to between the parties; and,

WHEREAS, the parties desire to incorporate these matters into a formal written agreement, and believe that such action is in the best interest of the community, children, school system and teachers;

THEREFORE the parties agree as follows:

ARTICLE I - RECOGNITION

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 professional persons employed by the South Burlington School District, licensed as teachers by the State of Vermont excluding assistant superintendents, principals, assistant principals, program directors and other managerial or supervisory personnel hired under administrative contracts.
Unless otherwise indicated, the employees in the above unit will be hereinafter referred to either as "teachers" or "professional personnel. References to male teachers will include female teachers.

MANAGEMENTS RIGHTS

It is understood and agreed that the Board possesses the sole right and authority to operate the South Burlington School District and direct the activities of the teachers of the South Burlington School District as identified by this Agreement, except as otherwise specifically agreed to in writing between the parties.

ARTICLE II - NEGOTIATIONS

2.1 Notice. The Association or Board shall notify the other, in writing, of any intent to negotiate by October 15 of the terminal year of this contract. Such notification shall clearly state the party’s intent to negotiate and shall contain substantially the following language: “Pursuant to Article 2.1 of the Agreement between the parties, the (Board/Association) hereby provides formal notice of its intent to negotiate a successor agreement.” The Board and the Association will establish a negotiating schedule for the successor agreement which will assure that if fact finding is necessary, it will be completed and the fact finding report received by June 30 of the final year of the Agreement. The Board and the Association will exchange proposals at the first meeting mutually agreed upon for such purposes. The Board and the Association will schedule such additional meetings as necessary to discuss all matters properly to be negotiated for the successor contract.

2.2 Exchange of Information. During negotiations the Board or its agent and the Association will present relevant data, exchange points of view and make
proposals and counter-proposals. Upon request of the Association, the Board will make available for inspection all pertinent records, data and information of the South Burlington School System, which is public information. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

2.3 Expense of Mediator and Fact Finder. The costs for the services of the mediator and/or the chairman of the fact finding committee, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses, and the costs of a hearing room, if any, will be shared equally. Each party shall pay in full all costs or fees, if any, assessed by its representative to the fact-finding committee.

ARTICLE III - GRIEVANCE PROCEDURE

3.1 Definitions.

(1) A grievance is a written complaint by a professional person or the Association alleging that there has been a violation, misinterpretation, or misapplication of this Agreement or of any individual teacher's contract.

(2) An aggrieved person is the person or persons making the complaint.

(3) All time limits consist of teacher work days except that when a grievance is submitted on or after June 1, time limits shall consist of all week days (meaning Monday through Friday except for holidays) so that the matter may be resolved before the close of the school year or as soon as possible thereafter.

(4) Except as provided in Section 3.2 for the filing of an initial grievance, all days shall be counted from the date of receipt of the notice, grievance, request, or decision.
Delivery of any decision, grievance or notice required hereunder shall be either by certified mail, return receipt requested, or by hand delivery.

3.2 **Time Limits.** No grievance shall be valid unless it is submitted in writing pursuant to Section 3.3 within twenty (20) days after the professional person(s) or the Association knew, or should have known, the circumstances on which the grievance is based, whichever occurs first. It is agreed that if no appeal is filed within the time limits provided in this ARTICLE III the grievance will be considered to have been satisfactorily settled on the basis of the administration's last decision. If a principal, supervisor or administrator should not answer the grievance within the time limits specified herein, the grievance is advanced automatically to the next step of procedure unless withdrawn in writing by the aggrieved party. If an appeal of the decision is not taken within the time permitted to the next step of the grievance procedure, then the grievance shall be deemed withdrawn. The time periods specified in this procedure may be extended by mutual agreement that has been reduced to writing.

3.3 **Procedure for Processing Grievances.** The parties acknowledge that it is usually most desirable for a professional person and his immediate supervisor to resolve problems through free and informal communications. When requested by the professional person, the Association representative may intervene to assist in this resolution. However, should such informal process fail to satisfy the professional person or the Association, then a grievance shall be processed as follows:

   Step 1. The grievance procedure shall be initiated by the aggrieved person,
either with or without the assistance of the Association, by filing a written grievance with his supervisor with a copy to the superintendent or designee. In the event the professional person has not requested an Association representative to intervene, then, in such event the Association President shall be informed by the immediate supervisor of said professional person that a grievance has been submitted. The grievance shall state the name(s) of the aggrieved person(s), or shall identify the Association as the grievant, if applicable. The grievance shall contain a concise statement of the facts giving rise to the grievance, shall identify the article and section of the contract which is alleged to have been violated, and shall state the remedy requested. The supervisor shall give his written reply within five (5) days.

Step 2. If the grievance is not satisfactorily resolved in Step 1 the aggrieved person, either with or without the assistance of the Association, may appeal the grievance in writing within six (6) days of the supervisor's written answer to the school principal; or in the event the school principal is the supervisor, to the superintendent or designee as set forth in Step 3. The school principal and/or his representative shall meet with the aggrieved person and/or his Association representative in an effort to resolve the grievance. Such meeting shall take place within six (6) days after receipt of the appeal by the principal. The principal shall give his written decision within six (6) days of the close of the meeting.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the aggrieved person, either with or without the assistance of the Association, may appeal the grievance to the superintendent and/or his representative within six (6) days of the
principal's written answer. The superintendent and/or his representative shall meet with the aggrieved person and/or his Association representative in an effort to resolve the grievance. Such meeting shall take place within ten (10) days after receipt of the appeal by the superintendent or designee. The superintendent and/or his representative shall give his written decision within ten (10) days after the close of the meeting.

Step 4. In the event a grievance is not satisfactorily resolved as a result of Step 3, the Association may demand arbitration of the matter by giving the, superintendent or designee written notice within twenty (20) days of the Step 3 answer. In cases where the parties are unable to agree on the appointment of an arbitrator the Association shall refer the grievance to the American Arbitration Association for selection of an arbitrator within forty (40) days following issuance of the Step 3 decision or the grievance shall be deemed withdrawn.

Any arbitration hereunder shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association subject to the provisions of this Agreement. The parties shall share equally in the compensation and the expenses of the arbitrator.

3.4 Arbitrator's Authority. The arbitrator's authority shall be limited to interpreting and applying the provisions of the Agreement and he shall have no power to add to or subtract from, alter or modify any of said provisions. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper and within the terms of this Agreement. The
award shall be final and binding upon the parties.

3.5 **Waiver of Procedure.** The aggrieved person and the Board may waive, by mutual agreement, any steps of the grievance procedure, provided that such waiver has first been reduced to writing.

3.6 **Hearings.** Should investigation or processing of any grievance require that a teacher or an Association representative be absent from his regular assignment, he shall be released following notice to the Superintendent or designee. In the course of such an investigation, nothing shall be done which in any way interferes with class activity or normal school procedure. Every effort will be made to avoid involvement of students, in any phase of the grievance procedure. Attendance at a grievance hearing shall not count against leave or result in loss of pay for one aggrieved person and one Association representative. Whenever possible such grievance hearing shall be held at times which will not conflict with class activity or normal school procedures.

3.7 **Mutual Cooperation.** The superintendent or designee and the Association will cooperate jointly in the investigation of any grievance, and further, they will furnish each other with such necessary and relevant information as is required for the processing of any grievance.

3.8 **Reprisals.** No reprisal of any kind will be taken by the Board, its employees or agents or the Association against any party because of his participation in the grievance procedure.

3.9 **New Defenses.** Neither the superintendent, the Board, the aggrieved person, nor the Association will be permitted to present any grounds or evidence before
the arbitrator which were not disclosed to the other parties at least forty-eight (48) hours in advance of the hearing.

3.10 **Withdrawal of Grievance.** A grievance may be withdrawn at any level without establishing precedent.

3.11 **Participation in Grievance Hearings.** Teachers who participate in grievance hearings shall not have their personal time entitlement reduced if such proceedings are scheduled during work time.

**ARTICLE IV - TEACHING HOURS AND TEACHING DUTIES**

4.1 **The Work Year.** The work year of teachers employed on a ten (10) month basis will not exceed one hundred eighty-nine days (189) days. Of the total number or required workdays, the first two scheduled days of work will be designated as "flex days" in recognition of the professional commitment of teachers and in exchange for attendance at parent conferences and voluntary attendance at school and, student events.

The work year will include up to 180 days when pupils are in attendance. Any days not scheduled to be used as student days or flex days may be scheduled by the administration as teacher work days. Teacher work days may include new teacher orientation at the beginning of the school year, in-service and any other days on which professional activities for which teacher attendance is required.

All teachers new to the District will be required to attend up to two (2) full additional workdays for orientation, regardless of their FTE status. Teachers new to the District will not receive "flex days" until they complete their first two years of new
teacher status per Article V, in addition to the two days for initial orientation, teachers new to the District may be assigned up to fifteen (15) additional hours during each of their first two (2) years of service, to be used for meetings throughout the school year as designated by the Superintendent or designee. Such meetings will be no longer than two (2) hours in length and shall be held on regular workdays. The goal shall be to have no more than one (1) such meeting per month. The Association will communicate any concerns it may have regarding the scheduling of such meetings to the Superintendent or designee. Teachers shall receive not less than two (2) weeks prior notification of such meetings.

The school calendar, including all days for which teacher attendance is required, will be developed in consultation with the Association with due consideration for the regional school calendar and applicable law.

Teachers may be required to attend graduation ceremonies for South Burlington High School when such day is a scheduled contract workday.

4.2 Starting and Dismissal Times. All teachers may be assigned appropriate starting and dismissal times provided that their total workdays will be no longer than seven and one-half (7 1/2) consecutive hours including the duty-free lunch period guaranteed to them under this Article.

4.3 High School Consortium. Participation by teachers in the High School Consortium shall be strictly voluntary. Once the Board determines what course is to be offered through the Consortium, the position will be posted. Teachers interested in teaching the Consortium class will then complete an internal application and submit it to
the Principal for consideration. The Principal shall have the right of assignment.

The Consortium class may be assigned as:

(1) one of the teacher’s regular instructional classes outside of the contiguous 7.5-hour workday, retaining his/her contracted FTE and all seniority rights therein, or

(2) an additional instructional class outside of the contiguous 7.5-hour workday, retaining his/her contracted FTE and all seniority rights therein — not to exceed 1.0 FTE. Teachers who participate in the High School Consortium shall be paid at a rate of .2 FTE. The teacher will be compensated either as a component of the individual's original contract or as additional compensation consistent with the contract amendment process for co-curricular assignments.

4.4 Meetings. Except for special meetings with the superintendent, teachers may not be required to remain before or after the regular work day without additional compensation more than four (4) days each month to attend formal faculty or departmental meetings.

4.5 Duty-free Lunch. A duty-free lunch period shall be provided for each teacher. The teacher's lunch period shall be continuous, and shall be at least as long in duration as the student's lunch period in the same school. The school district will make a good faith effort to provide teachers with a duty free lunch period of at least thirty (30) minutes.

4.6 Parent Conferences. If parent conferences are scheduled within a school building during the fall semester, spring semester or both, all teachers employed within that school building shall be given two (2) days during the fall semester and two (2)
half-day during the spring, release time from classroom duties. Said release time is to be used by the teacher for conferences, preparation for conferences, or preparation for classes. Release time will be scheduled by the building principal to coincide with parent conferences.

4.7 Maximum Teaching/Prep Periods. Teachers in areas of math, English, social studies, business education, science and foreign language will not be assigned more than three (3) subject prep/day nor more than twenty five (25) teaching periods per week. The maximum teaching periods in science may be no more than twenty eight (28) periods per week; industrial arts, art, physical education and family living no more than thirty (30) periods per week. A teacher may consent to an additional prep or an additional teaching period per day if requested to do so by the department chairperson and the building principal.

4.8 Minimum Prep Periods. Each teacher at the high school and middle school will have a minimum preparation period of one (1) class period per day. Each elementary teacher is guaranteed a preparation period whenever a special subject teacher, identified for the purposes of this section as art, music, and physical education teachers, is scheduled to assume preparation times each day, which is substantially equivalent to the elementary teachers preparation period.

4.9 Limitation of Student Transportation Requests. Teachers will not be required or requested to drive pupils to activities that take place away from school buildings.

4.10 Curriculum Area Supervisors Extra Duty. Curriculum Area Supervisors
(formerly department chairs) and directors will be assigned no more than a sixty (60%) percent teacher/extra duty assignment responsibility in order to assist such individuals in carrying out their responsibilities as Curriculum Area Supervisors.

4.11 Mileage Reimbursement. All teachers authorized by the superintendent or designee to use their own automobile for school business shall be compensated at the prevailing IRS rate. The Board will include the applicable mileage rate on the reimbursement form.

4.12 Placement of Students. Placement of students (K-8) will be the responsibility of the school principal who will work with a collaborative team within the District. This team will include classroom teachers at the elementary level and representation from core instructional teams at the middle level. The goal of the team is to ensure all students an equitable and appropriate educational opportunity.

The administrator has the right of assignment for all students in classes. Decisions made under Article 4.10 shall not be made the subject of grievance or arbitration.

4.13 Lunchroom Supervision Limitation. Elementary teachers shall not be required to perform lunchroom supervision.

ARTICLE V - TEACHER EMPLOYMENT

5.1 New Teachers. Probationary Period — All teachers new to the South Burlington School District will serve a new teacher status period of two years. This period may be extended for a third year by mutual agreement. After successful completion of this period, the provisions of Articles VII and XV of this Agreement will
apply. A teacher new to the system shall be placed on the schedule at the discretion of the superintendent or designee. Non-teaching experience such as Peace Corps, VISTA, ACTION, National Teacher Corps, or military experience shall be evaluated by the superintendent or designee and credit may be granted for schedule purposes. No teacher may be placed on the schedule above Step 10.

5.2 Military Reactivation. Any professional person employed by the school district who is drafted or otherwise activated for full-time service in the Armed Forces of the United States, shall not lose his annual increments, provided that he/she is available to return to work within a reasonable period of time or within such alternate time frame as may be agreed between the teacher and the superintendent or designee.

5.3 Part-Time Teachers.

(1) Teachers employed on a part-time basis shall receive salary, health and life insurance benefits, and leaves prorated based on their full time equivalency ("FTE").

(2) In order to be eligible for the benefits listed above, a teacher must be issued a contract for a minimum of .5 FTE.

(3) Teachers eligible for health and insurance benefits and who were employed part-time prior to July 1, 1996, and continue to be employed part-time, shall continue to receive Blue Cross/Blue Shield benefits and life insurance benefits equal to that of full time teachers per Article XVIII.

(4) A. Teachers who are reduced to part-time status as a result of R.I.F./Displacement, per this Agreement, shall be entitled to continue their benefits without proration if eligible for coverage.
ARTICLE VI - SALARIES

6.1 **Salary Schedule.** The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached to and made part hereof.

The starting salaries and maximum salaries for the term of this agreement shall be:

<table>
<thead>
<tr>
<th></th>
<th>Starting Salary</th>
<th>Maximum Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2015</td>
<td>$42,025</td>
<td>$87,412</td>
</tr>
<tr>
<td>FY 2016</td>
<td>$42,676</td>
<td>$88,254</td>
</tr>
<tr>
<td>FY 2017</td>
<td>$43,418</td>
<td>$89,788</td>
</tr>
</tbody>
</table>

Teachers shall advance vertically within column on salary schedule during the term of this agreement.

6.2 **Per-diem Rate of Pay.** A day's pay is defined as one-one hundred eighty-ninth (1/189th) of a teacher's contracted salary.

6.3 **Pay Periods.** The Board will establish twenty-one (21) substantially equal pay periods. Effective for the 2009-2010 school year teachers shall have the option of being paid over 21 or 26 substantially equal pay periods. Teachers who desire to be paid under the 26 pay period option shall notify the superintendent on or before August 1 of the school year; otherwise the 21 pay period option shall be in effect for the school year. Teachers who were employed by the District in the previous school year will receive their first paycheck on the first regularly scheduled bi-weekly pay date after the start of each new school year consistent with payroll for all District employees. Teachers new to the District will receive their first paycheck on the first regular bi-weekly pay date after the start of each new school year consistent
with the payroll for all District employees after they commence work for the District provided that they submit all required forms and documents to the Business Office two weeks prior to this date.

6.4 **Co-curricular Salaries.** The Co-Curricular salaries of all persons covered by this Agreement are set forth in Appendix C which is attached.

6.5 **Curriculum Area Supervisors Salaries.** The Board and the Association agree that the positions of Curriculum Area Supervisors (formerly known as department chairpersons) are covered by this Agreement. The salaries of Curriculum Area Supervisors are set forth in Appendix D which is attached hereto and made a part hereof.

6.6 **Credit Union and Annuity Deducted Payments.** Payroll deduction payments for credit union and/or annuities shall be made on the payroll date except in circumstances beyond the control of the District. Such circumstances might include, among others, the failure of electronic data processing equipment.

6.7 **Performance Pay.** Teachers after one (1) year at the existing maximum index (based upon the .04 master teacher index) may apply for performance pay. The performance pay process is attached as Appendix B. Upon successful completion of the performance activity, as verified by the Administration, the teacher will receive a retroactive index adjustment of two vertical steps for the year completed consistent with Appendix A.

6.8 **Master Teacher Index.** Upon successful completion of the performance pay process, a teacher in the Master's column or any Master's plus column will be
designated a "master teacher. "The Master Teacher Index shall commence at M, Step 10. In order to advance in this index, a master teacher must complete the following:

(1) The teacher will establish one (1) individual goal (of the required two goals) consistent with the District's goal setting process, that advances the District's Strategic Plan and/or other educational goals and objectives of the District;

(2) The goal will be established mutually between the teacher and the teacher's supervisor with initial and final signoff by the principal/administrator responsible for the teacher's performance;

(3) Both the initial approval and the final sign-off of the master teacher goal will not be subject to the normal grievance arbitration process, but rather may be appealed by the teacher through the Association. The decision on the appeal will be made jointly and cooperatively by the Superintendent and the President of the Association. Failure of these individuals to reach a decision will result in an appeal to a single arbitrator via an expedited arbitration procedure.

(4) Those teachers who did not yet complete the performance pay process will be required to do this in order to move into the Master Teachers Index.

6.9 Vertical and Horizontal Movement.

(1) All teachers will be limited to one horizontal and one vertical move in any one school year.

(2) Documentation of credits for a horizontal movement must be submitted to the superintendent or designee by September 1 in order for the movement to take place.
6.10 National Teacher Certification — Teachers who possess National Board Certification as of December 1 of the school year will receive an annual incentive award from the District of $1,500. The Parties have appointed a study committee to review the comparability of advanced certification programs for Speech and Language Pathologists and Registered Nurses in light of the requirements for National Board Certification. The study committee will provide written recommendations to the Board and Association for their consideration and present them to the Board, in executive session, on or before December 15, 2013. The Board will issue a formal, written response to the recommendation within thirty (30) days of its presentation to the Board.

6.11 Mentor Teacher — Teachers chosen by the District who agree to serve as Mentor Teachers shall be compensated in accord with the Co-Curricular Schedule as a Category 1 position. (Appendix C) All new teachers will be provided with a full-time Mentor, regardless of their FTE. All Mentors will be compensated at District Category I, regardless of the FTE of the teachers involved.

ARTICLE VII - PERFORMANCE BASED NONRENEWAL/DISCIPLINE;

7.1 Performance Based Non-Renewal.
(1) Probation. A teacher who may not be rehired and/or placed on the next step of the salary schedule for the next school year for performance reasons shall be placed on probation by February 1.
(2) Performance - A teacher who, for performance reasons, either will not be re-
hired for the next school year or not placed on the next step of the salary schedule shall be notified in writing by March 15. Notification shall be by hand delivery or by certified mail.

(3) **Just Cause.** No teacher will fail to have his contract renewed or be disciplined, reprimanded, reduced in rank or compensation, suspended, terminated, or deprived of a salary increment without just cause. In no case will this be done publicly unless so requested by the teacher.

7.2 **Budgetary Based Non-Renewal.** Teachers not to be re-employed for budgetary reasons resulting in staff reductions shall be notified on or before March 30 and shall be entitled to such rights as established in Article 15 of this Agreement.

If a teacher is not notified by the appropriate date set forth above, he shall receive a contract for the following year.

7.3 **General.** Any notice provided under this Article shall clearly set forth the reasons for non-renewal, withholding of salary increment, or reduction in staff.

**ARTICLE VIII - TEACHER EVALUATION**

8.1 **Method of Evaluation.** Any method of evaluation will be defined and described in writing and shall be made known in advance to the individual to be evaluated. All monitoring or formal observation of the work performance of a professional person will be conducted openly and with the full knowledge of the individual.

8.2 **Conferences.** Prior to a scheduled class observation of a teacher, the appropriate administrator will confer with the teacher to be observed within five (5)
school days prior to the scheduled class observation. Teachers will be given a copy of any class visit or evaluation report prepared by their supervisor and will, at their option, be entitled to a conference to discuss said report within five (5) school days from receipt of the report. No such report will be submitted to the central office, placed in the teacher’s file or otherwise acted upon without prior conference with the teacher, if requested, to be held within the timelines provided herein. No teacher will be required to sign a blank or incomplete evaluation form. The conference referenced in this paragraph shall be for the purpose of discussing teacher performance only, and no disciplinary measure shall be discussed and/or imposed during any such conference.

8.3 **Files.** Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it will not establish separate "confidential" files, except as required by law (HIPAA). Teachers will have the right, upon request, to review the contents of their personnel file excluding references, and to request and receive a copy of any documents contained in their file. A teacher will be entitled to have a representative of the Association accompany him, and the District is entitled to have a member of the administration present during such review.

8.4 **Derogatory Material.** No material derogatory to a teacher’s conduct, services, character, or personality will be placed in his personnel file unless the teacher has had an review such material and will affix his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The administration shall
reference this article on any derogatory material upon which a signature is
required. A teacher who, after being informed of this requirement to affix her/his
signature per this article, refuses to so comply shall to be in violation of this
Agreement and subject to discipline. Such discipline, in accord with procedural
due process, may include such actions as oral reprimand, written reprimand,
suspension with pay, suspension without pay, and/or dismissal. In the case of
such refusal, an Association representative shall sign said document as a
witness to the refusal. The teacher will also have the right to submit a written
answer to such material and his answer will be reviewed by the superintendent
or designee and attached to the file copy.

All derogatory material and evaluations shall be removed from the teacher’s
file when they are five (5) years old.

8.5 Complaints. Any complaint regarding a teacher made to any member
of the administration by any parent, student or other persons that could: 1)
negatively affect a teacher’s evaluation; or 2) have other professional
consequences for the teacher, the complaint shall be promptly investigated and
brought to the attention of the teacher. The teacher will be given an opportunity to
respond and/or rebut such complaint.

8.6 Disciplinary Action. If a teacher is asked to attend a formal meeting
with a member of the administration to discuss matters which may adversely
affect his continued employment, he will be entitled to have a representative of
the Association present.

8.7 Suspension. Any suspension of a teacher pending final Board action will
be with pay and in accordance with 16 V.S.A., Section 1752. Nothing herein will be deemed to prevent the superintendent or designee from placing a teacher on administrative leave status, with pay, during the period of any investigation, provided that the superintendent or designee concludes that such action is in the best interest of the District.

ARTICLE IX - SICK LEAVE

9.1 Entitlement and Use.

(1) Eligibility. A full-time professional person, under contract to teach the regular school year, shall be allowed twenty-five (25) days sick leave per contract year with full pay. Sick leave not used shall be cumulative to one full work year as defined by Article 4.1. A professional person who is disabled from performing his duties shall make a timely application to the District's Long-term Disability (LTD) Plan. A professional person who qualifies for coverage under the LTD Plan may continue to use partial days of accrued sick leave to make up the difference between his disability compensation and his regular base pay. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are deemed sickness under this Article as provided below:

(2) Maternity, Paternity, Adoption, Foster Care Leave. Maternity Leave is the portion of the above referenced benefit defined as a temporary medical disability contributed to by pregnancy, childbirth, and recovery therefrom. The normal period of paid benefit for maternity leave is six weeks inclusive of the benefits under 9.1.A. Maternity leave begins on the date of birth or the first day of cessation from work.
related to the pregnancy based upon the advice of a medical professional. If an employee needs to utilize maternity leave prior to the child's birth due to a medical condition, the District will require medical documentation.

Employees may also be eligible for maternity or paternity leave relating to the birth, adoption or placement for foster care of a child under the terms and conditions as provided by the Vermont Parental and Family Leave Act and/or the federal Family and Medical Leave Act as summarized by the District's Policy for Family Medical Leave Policy (Policy 2.19).

(3) **Family Illness.** Up to ten (10) days per school year of a teacher's sick leave credit will be granted to a teacher for sickness in the immediate family. The superintendent or designee may require a certificate from the attending physician in the event the family illness extends to five (5) or more days. (Said immediate family is identified as: spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, or other member of the immediate household.)

(4) **Adoption.** A teacher may utilize up to ten (10) days per school year of his/her accumulated sick leave credit for the purpose of providing care to a newly adopted child. Additionally, in the event said teacher is the primary care giver of a pre-school-aged newly adopted child, the sick leave entitlement will be extended to thirty (30) days with the prior approval of the Superintendent or designee.

(5) **Child Care.** A teacher may utilize ten (10) paid sick leave days from his/her accumulated sick leave for the purpose of caring for a newborn child.

9.2 **Borrowing.** In the case of serious illness or disability, professional personnel may borrow on future sick leave up to fifty (50) days (or up to seventy-five
(75) days if employed less than five (5) years with the district). Subject to the maximum limitation set forth herein, the parties agree that no professional person may borrow more sick leave than is necessary to meet the elimination period for coverage under the District's group LTD Plan. However, should the professional person leave the system prior to restoring the borrowed sick days, he/she shall reimburse the Board for any and all compensation received on account of the borrowed sick days, except in the case of continued sickness, injury or death, in which case no reimbursement shall be required.

9.3 **Physician's Statement.** The superintendent or designee may require a professional person to provide medical documentation of sickness or illness in the form of a written statement from a treating physician in appropriate cases.

9.4 **Work Related Disability.** A teacher who is absent due to a work related disability which is covered by Worker's Compensation Insurance shall have deducted from his sick leave no more than one-half (1/2) day for each day of absence.

9.5 **Catastrophic Leave.** A teacher may request to use his/her accumulated number of sick leave days in excess of the leave allowed under the FMLA or VPFLA in the event of a serious medical condition affecting the teacher's spouse, parent, child, brother, sister, or member of the immediate household. Alternately, the teacher may request or the superintendent or designee may approve additional unpaid leave for this purpose. The superintendent or designee may require a certificate from the attending physician in support of the teacher's request. Additionally, a written request for additional family leave, paid or unpaid, beyond that
required by law which is not provided for above may be granted by the superintendent or designee in the sole exercise of his discretion. The exercise of discretion by the superintendent or designee under this article shall not be grievable or subject to arbitration.

ARTICLE X - TEMPORARY LEAVES OF ABSENCE

10.1 Bereavement Leave. Five days with pay will be allowed for each death in the teacher’s immediate family. (The term “immediate family” is defined for purposes of this section as spouse or civil union partner, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, or member of the immediate household). One day with pay will be allowed to attend the funeral of the teacher’s aunt or uncle.

Relationships set forth above resulting from second marriages and non-traditional family units will be similarly covered by this article.

A written request for bereavement leave not provided in Article 10.1(A) may be granted by the superintendent or designee in the sole exercise of his discretion. The exercise of such sole discretion by the superintendent or designee under the provisions of this Article shall not be grieved or made the subject of arbitration.

10.2 Emergency Day. One emergency day may be granted at the sole discretion of the superintendent or designee.

10.3 Personal Leave. Three (3) days leave of absence may be granted by the superintendent or designee for personal matters that require absence during school hours. Each of the three (3) days leave provided for in this section may be taken by a teacher at his discretion provided written notice is given to the teacher’s principal or
immediate supervisor at least one (1) day in advance. The same one (1) day notice under this section may be waived in case of emergency. Personal leave adjacent to vacation periods shall not be allowed without advance application and approval, and shall only be approved for important business affairs which cannot reasonably be conducted at any other time.

10.4 Professional Leave.

(1) A maximum of five (5) days may be taken for professional purposes such as meetings or visiting other schools. Such leaves, which are not cumulative, shall be requested from the principal and approved by the superintendent or designee at least one (1) week in advance.

(2) Special arrangements for those professional personnel holding state or national office and requiring additional release time shall be made with the superintendent. Such days will be unpaid.

(3) The Association shall reimburse the school district for the cost of a substitute teacher for each day in excess of five (5) days taken by member of the bargaining unit for Association business. Professional leave taken under this sub-section shall be requested by the President of the Association.

10.5 District Service Leave. Paid leave may be granted at the sole discretion of the superintendent or designee to be used by the teacher in serving the district in ways other than said teacher’s direct teaching duties. Such leave shall be requested from the superintendent or designee at least one (1) week in advance. The exercise of sole
discretion by the superintendent or designee under provisions of this Article shall not be grieved or made the subject of arbitration.

10.6 **Absence Without Leave.** If a professional person is absent without leave, one (1) day's pay will be deducted per day.

10.7 **Leave Not Cumulative.** Leave, other than sick leave, does not accumulate from contract year to contract year.

10.8 **Jury Duty.** Leave will be granted for teachers performing jury duty. The Board will compensate said teachers the difference between the jury duty fee and said teacher's daily rate of pay.

**ARTICLE XI - EXTENDED LEAVES OF ABSENCE**

11.1 **Conditions of Leave.**

(1) Upon written application to the superintendent or designee by no later than March 1 of the year preceding, any professional person may be granted a leave of absence for up to one (1) year for health, parental (the teacher as a parent) or education (a teacher who is enrolled in a program in an accredited college or university) or for any other reason allowed by the Board in the sole exercise of its discretion. The superintendent or designee may waive the March 1 notice requirement for leave of absence. Leaves of absence for longer than one year may be recommended or not recommended by the superintendent or designee in the sole exercise of his discretion. The exercise of sole discretion by either the Board or the superintendent or designee under the provisions of this Article shall not be grieved or made the subject of arbitration.

(2) The replacement for the teacher on leave pursuant to the provisions of this
section will be hired on a limited nonrenewable contract in accordance with the provisions of Article XIX Section 19.6 of this Agreement.

(3) A professional person on an unpaid leave of absence for a full school year or the remainder of the current school year shall be returned to his former position, if available, or to a substantially equivalent position. A teacher’s return under the provisions of this Section shall not contravene the provisions of Article XV.

(4) The superintendent or designee shall determine whether credit for leave of absence shall be granted and the teacher advanced accordingly on the salary schedule. In no event shall the professional person be placed on the salary schedule at a salary step lower than the step he would have occupied during the year of absence.¹

11.2 VT-NEA President Leave. A teacher who serves as President of the VT-NEA shall be granted an unpaid leave of absence equivalent to one term of office. Further, such teacher shall give notice of his/her intention to take such leave on or before May 15 of the school year immediately preceding the leave. The teacher must notify the superintendent or designee by March 1 of the last year of the leave of his intent to return to the school district at the beginning of the next school year or the teacher shall be deemed to have resigned.

**ARTICLE XII - SABBATICAL LEAVE**

¹ The intent of this section is to place the teacher back onto the salary schedule in the column and on the step which best reflects the teacher’s alignment with other professional persons of similar education and experience, with due regard for the superintendent’s decision to grant or withhold a step for the period of the leave of absence. The parties acknowledge that the term ‘step’ might also be interpreted to mean ‘salary’ in the event that there had been a compression of the salary schedule during the leave of absence.
12.1 **Eligibility.** Professional personnel who have served six (6) years in the public schools of South Burlington are eligible for sabbatical leave. The granting of said leave, however, shall be within the discretion of the Board. This leave is for not more than one (1) year and is for the purpose of professional improvement. The professional person shall be obligated to work in the South Burlington School System for at least two (2) years after his sabbatical. There shall be intervals for not less than seven (7) years between sabbatical leaves of a professional person.

12.2 **Compensation.** Professional personnel on sabbatical leave shall be paid 75% of the salary they would have received if not on leave. If the teacher’s professional development plan during the sabbatical period includes compensated employment with a third party, the salary payments which would otherwise be due to the teacher from the District shall be reduced on a dollar for dollar basis. Compensation during sabbatical leave shall be paid at normal pay periods and shall include any deductions, which the individual may desire. However, prior to making any payments the school district shall receive from the professional person a signed contract for one (1) year and a letter of intent to work for a second year following his return from the sabbatical and an agreement to reimburse the school district for any compensation paid to him while on sabbatical leave and a twenty (20%) percent interest charge on that amount if he should not return and work in the South Burlington School System for two (2) years following the end of his sabbatical leave. Notwithstanding the foregoing, the Board and the professional person may mutually agree that the professional person shall not be required to work for two (2) years in the South Burlington School System or the Board may waive repayment in the event
of said professional's illness, disability or death. In the event that a professional person fails to fulfill his contract or reimburse the school district as set forth above, the Board, at its sole discretion, after consultation with the Association, may make such provisions for future years for payment of salary during sabbatical leaves as it deems necessary to protect the interest of the school district.

12.3 **Application and Approval of Plans.** A notice of intent and details of the plan of activity must be filed with the superintendent or designee on or before December 1. The plan for the activity during the sabbatical leave must be approved by the Board and the superintendent or designee prior to the granting of sabbatical leave. A decision regarding requests for leave shall be made by the Board on or before April 15.

12.4 **Fringe Benefits.** While on sabbatical leave, the professional person shall be regarded as being in active service for purposes of salary increments, fringe benefits, social security and retirement.

12.5 **Number Eligible.** Up to two (2) professional persons may be granted sabbatical leave in any one (1) year.

**ARTICLE XIII - PROFESSIONAL DEVELOPMENT**

13.1 **Tuition.**

(1) The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. To work toward this end, the Board agrees to pay the full cost of tuition and other reasonable expenses incurred in
connection with any completed courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a professional person is required, in writing by the administration, to take due to a change in assignment or a change in curriculum. The Board may also provide support for teachers taking courses, workshops, seminars, conferences, or other training sessions that, while not required, further the goals of the District.

(2) The Board will establish a tuition fund of $102,000 per school year (i.e. July 1 through June 30) for the purpose of reimbursing teachers for university or college credits which are consistent with a teacher’s Individual Professional Development Plan, or the strategic or action plans of the District, or the professional development needs of the teacher as identified through the evaluation process in accordance with the following formula: the reimbursement shall be limited to six (6) credits per teacher per school year (i.e. July 1 to June 30) at a cost not to exceed one hundred percent (100%) of the U.V.M winter three (3) credit rate; and said teacher has successfully completed the course with a transcript grade of “B” or better. Teachers denied reimbursement in a given year based on unavailability of funds will be given priority for reimbursement in the next year ahead of teachers who were not denied reimbursement. The usual course approval process shall be followed.

(3) The Board shall provide reimbursement in a total amount not to exceed Eighty-Two Thousand, Four Hundred ($82,400) Dollars during each school year (i.e., July 1 through June 30), with an amount not to exceed Forty-One Thousand, Two Hundred ($41,200) Dollars to be expended in each semester. Five Thousand ($5,000) of these dollars each semester shall be set aside. These funds will be used only when the other
$36,200 has been exhausted, and the $5,000 will then be used to cover the costs of conferences or workshops up to $150. Reimbursement not to exceed the maximum dollar amounts set forth in this section will be approved, for conferences and/or workshops, fees, and related expenses which are consistent with a teacher’s Individual Professional Development Plan, or the strategic and action plans of the District, or the professional development needs of the teacher as identified through the evaluation process. Each full time teacher is eligible for reimbursement for conferences and workshops up to a maximum of $1,400 during the 2008-2009 school year (July 1 through June 30). The reimbursement amount of $1,400 shall be adjusted by 3% in each succeeding school year. With the prior approval of the superintendent or designee a teacher may access funds provided under this section to pay for extraordinary expenses (e.g., out of state travel or in-state travel in excess of 100 miles one way; lodging in circumstances when it would be unreasonable to expect a professional person to commute, textbooks costing in excess of $200, etc.) associated with approved course work taken pursuant to Section 13.1(2) herein. Funds for conferences and workshops are approved in advance by the superintendent or designee. The funds available each semester ($41,200) will be expended, consistent with the previous sentence, on a first come first served basis. The superintendent or designee may deny approval for attendance at a workshop or conference which would present unreasonable scheduling conflicts with the teacher’s regular work schedule.

13.2 Salary Credits. Credits for graduate level academic courses shall be reviewed by the superintendent or his designee, and upon his approval applied to the
salary schedule. An undergraduate course may be eligible for credit on the salary schedule if approved in advance by the superintendent or designee. Successful completion of a course is defined as attainment of a "B" or better or a "P" for a course taken on a "pass-fail" basis. The Professional Development Committee shall have the responsibility of making recommendations for approval of courses for salary credits to the superintendent or designee in cases where a dispute has arisen. The committee shall consist of three (3) members appointed by the superintendent or designee and three (3) members selected by the Association, and they shall select a chairperson from among themselves. The superintendent or designee and the President of the Association may, from time to time, replace members appointed by them. The superintendent or designee shall be on the committee, as an ex-officio member, with the power to cast the tie-breaking vote in case of impasse in the selection of a chairperson and on matters of substance for the committee. (Also see Sec. 6.8(b) re. authorized courses for salary credit.)

ARTICLE XIV - RELEASED TIME

14.1 Planned Programs. Released time for planned programs for in-service training, curriculum improvement and parent meetings shall be provided during the school year for all the State of Board of Education. The Board, Association, or administrators may make a request to the office of the superintendent or designee for such released time. Released time shall require prior approval by the superintendent or designee.

ARTICLE XV REDUCTION IN STAFF

15.1 Notification. The Association shall be notified of any contemplated
reduction stating curricular area and staff number as early as possible, but no later than March 15, for any reduction scheduled to take effect in September of the following year. The notification date to the Association for co-curricular positions (Appendix C) will be April 30, or the first workday thereafter should April 30th occur on a non-work day.

15.2 **Transfer.** If an opening exists for which a teacher affected by the reduction in staff is qualified and licensed, he will be transferred to that position.

15.3 **Notification to the Teacher.** Notification of reduction in force shall be made only after a meeting between the teacher involved and the superintendent (or designee) as soon as practicable, and in no event later than March 30, at which time the teacher will be notified, in writing, of the reason(s) therefore. The teacher may, at his option, have a representative of the Association present at such meeting.

15.4 **Staff Reduction.** Teachers, except elementary K-5 classroom teachers and those also serving as Curriculum Area Supervisors, shall be laid off based on the curricular area being reduced in a specified school. Elementary classroom teachers will be reduced directly from the seniority list regardless of the school receiving the reduction. For purposes of this Article, 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 of the contract, commencing that period of employment, was signed by him. Seniority in the system will be established annually as of March 30 published with individual endorsements required for each position. Teachers employed after the 1975-1976 school year will begin to accrue seniority as of the
date their contract is received by the superintendent of schools. Part-time teachers will accrue seniority on a pro rata basis. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, employment by the Board in a position outside the negotiating unit, or by layoff, but such time will not be counted in computing seniority. After June 30, 2010, seniority will be broken when a teacher enters the Vermont Teacher Retirement System. When seniority is equal, ability to perform the work in question as determined by the superintendent or designee will be the deciding factor.

15.5 Displacement Rights. A teacher who is notified that he is to be laid off will have the right to displace a less senior teacher subject to the following conditions:

(1) Written notice of intent to displace a less senior teacher is given by the teacher to the superintendent, with a copy to the Association, within ten (10) school days after a teacher is notified that he is to be laid off. Within five (5) school days after the superintendent receives such notification, he will notify the less senior teacher that he is to be displaced.

(2) The laid off teacher exercising displacement rights is qualified and licensed to perform the work, and evidence of said license certification was on file with the office of the superintendent or presented to the superintendent on or before March 1.

The laid off teacher exercising displacement rights is licensed to perform the work and has a minimum of thirty (30) credit hours in the content area as identified by the college or university transcript and such is on file with the office of the superintendent on or before March 1; provided, however, if the displacing teacher has taught the subject matter in the area in South Burlington into which he wishes to move,
then said teacher may do so provided that within two (2) years from the effective date of the move he obtains said thirty (30) credits.

(3) The laid off teacher exercising displacement rights has taught the subject into which he will be placed at some time during his career, or he will complete a training program to the satisfaction of the administration. The training program shall be designed by the administration in consultation with the teacher. The training program may consist of workshop and/or college courses, observation of another teacher, or other factors designed to help the teacher.

(4) A teacher may accept layoff instead of exercising his right to displace another teacher. In such case said training may occur during the recall period and the teacher shall be recalled to any position for which he is licensed and qualified by virtue of previous teaching experience or training.

(5) A teacher who is to be displaced pursuant to this Section will have the same displacement rights vis-a-vis a less senior teacher as a teacher who is to be laid off pursuant to Section 15.5(B) above.

(6) A teacher who displaces another teacher of the same FTE will not suffer a loss of salary or benefits.

15.6 Recall Rights. If there is a vacancy in a negotiating unit position, laid off teachers who are presently licensed to perform the work in question will be recalled in seniority order. In the event more than one teacher is affected by a reduction in staff, and both are qualified for recall to the same position, the position will be filled on the basis of seniority in the South Burlington School District. Teachers shall retain the right to recall for a period of three (3) years
from the effective date of layoff, which is September 1. Notice of recall will be
given by registered mail to the last address given to the Board by the teacher.
A copy of the notice of recall will be given to the Association. If a teacher fails
to respond within ten (10) days after receipt of the above notice of recall, he
will be deemed to have refused the position offer and waived recall rights under
this Agreement. If the teacher refuses to accept recall to the position offered he
will be deemed to have refused the position offer and waived recall rights under
this Agreement unless the position offered the teacher results in a change of the
teacher's position from, full-time to part-time. In such event, the teacher may notify
the superintendent or designee within ten (10) days after receipt of the above
notice of recall that he desires to refuse recall and to be placed at the bottom of
the recall list.

15.7 Vacancies in the System. All notices of vacancies shall be posted in a
public area within the central administration office and delivered to the schools for
posting. The Association shall be furnished a copy of such notice of vacancy at the
time of posting. Such notice shall list the vacant positions and shall state that the
application may be made in writing to the superintendent or designee within the time
limit specified in the notice. Notices of vacancies in extra-curricular or less than full-
time teaching positions shall also be posted.

The superintendent or designee will post during the summer months (June 15
— August 31), a list of bargaining unit vacancies at the administration office with a
copy of said notice being transmitted to the Association.
A list of vacant teaching positions in the school system will be made available to all teachers who have reduction notices, and who have not been reassigned. In order to receive said notification during the summer months, a teacher must provide, in writing no later than July 15, a viable summer address.

15.8 **Insurance.** In the event that the terminated teacher is unable to obtain other employment, the school district shall permit him to continue the current medical insurance coverage for eighteen (18) months (COBRA) at the District group rate provided this does not conflict with the insurance carrier’s regulations and said teachers pay the monthly premium in advance directly to the District.

**ARTICLE XVI - PROTECTION OF TEACHERS**

16.1 **Working Conditions.** Teachers shall not be required to work under conditions that constitute an imminent threat to their health and safety.

16.2 **Weather.** When schools are closed due to severe weather conditions, teachers will not be required to report for work on that day. This shall constitute a non-work day for teachers and the work year may be adjusted by the inclusion of a "flex day" (except when minimal standard for student attendance requires otherwise) by the superintendent.

16.3 **Liability Coverage.** The Board agrees to indemnify and save teachers harmless to the extent of the policy limits provided in 16 V. S. A. Section 1756 from any financial loss and expense including reasonable legal fees and costs, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or
failure to act by such teacher within or without the school building, provided such teacher, at the time of the act or omission complained of, was acting in the discharge of his duties within the scope of his employment, within the protections of 16 V.S.A. 1756, within the coverage of the district's insurance policy under the direction of the Board.

In the event that the district receives notification from the insurance company that a claim has been filed, any teacher named in that claim will be given prompt notice of such claim to allow him an opportunity to submit his account of the incident in writing.

**ARTICLE XVII - ASSOCIATION RIGHTS AND PRIVILEGES**

17.1 **Reprisals.** Neither the Board nor any employees of the Board serving in any capacity, nor any other person or organization shall interfere with, restrain, coerce or discriminate in any way against or for any teacher engaged in activities protected by Statute.

17.2 **Association Business.** Pursuant to 16 V.S.A. Section 2002, representatives of the Association shall be permitted to access areas in which teachers and administrators work at reasonable times, to use institutional bulletin boards, mailboxes or other communication media maintained by the District subject to regulations established by the Board, and to use school facilities at reasonable times for meetings concerned with Association business.

17.3 **Dues Deduction.** The Board agrees to deduct from teachers' salaries dues for the South Burlington Educators' Association, the VT-NEA, and the National Education Association as said teachers individually and voluntarily authorize said
deductions. Monies shall be transmitted to the treasurer of the Association and the Association shall disburse such monies to the appropriate association or associations and shall assume all liabilities for such disbursement. Dues from a teacher's salary shall be continuous and in substantially equal amounts beginning with the first paycheck in September and continuing until the last paycheck in June. New members shall have their dues deducted in substantially equal amounts from the remaining paychecks for that year. Deductions for dues will be stopped as of the first pay period of any new school year as long as the teacher notifies the administration, in writing, on or before the preceding June 30.

ARTICLE XVIII - INSURANCE

18.1 Health Insurance.

(1) The basic group health insurance plan maintained by the District shall be the VEHI Dual Option Plan. Eligible teachers may elect single, two-person, or family coverage. The Board shall pay the following percentage of the cost of the VEHI Dual Option health insurance plan for the coverage selected in each year of this Agreement.

<table>
<thead>
<tr>
<th>School Year</th>
<th>Board %</th>
<th>Teacher %</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td>84%</td>
<td>16%</td>
</tr>
<tr>
<td>2015-2016</td>
<td>83%</td>
<td>17%</td>
</tr>
<tr>
<td>2016-2017</td>
<td>83%</td>
<td>17%</td>
</tr>
</tbody>
</table>

(2) Each employee may, at his or her option, choose to purchase the Blue Cross Blue Shield JY Managed Care Plan B, provided that the Board's contribution to the cost of said alternative plan does not exceed the Board's contribution to the VEHI Plan as referenced above.
The Board may offer the VSBIT $1200 Comp Plan to teachers as an option. Teachers electing the VSBIT $1200 Comp Plan shall contribute the same percentage to the plan premium as is teachers contribute for coverage under the VEHI Dual Option Plan. The VSBIT $1200 Comp plan shall be open to teachers as soon as possible in accordance with the regulations of VSBIT.

(3) Managed Mental Health Parity will be provided with the VEHI Dual Option plans and unmanaged Mental Health Parity will be provided with the JY-MB plan.

(4) The Board will allow teachers on leave to buy the current medical insurance coverage for the duration of the leave at the group rate which is paid by the Board, provided, however, said arrangement does not conflict with the insurance carrier's regulations and said teachers pay the monthly premium in advance directly to the District.

(5) The Board agrees to establish and administer at its expense a 125K Plan for insurance offerings and dependent care for employees who elect to participate.

(6) The parties acknowledge that federal and state laws which are being implemented during the term of this agreement, may affect the availability of the specific VEHI plans mentioned above, the coverage which they provide and/or their cost. To address this issue, the parties agree that Section 18.1(1) may be reopened by either party if VEHI ceases to market, for any reason, health insurance plans to school districts or the district is no longer permitted under law to offer VEHI plans. Unless otherwise agreed to in writing, the scope of negotiations will be limited
exclusively to the issues of health insurance benefits and health insurance cost-sharing, and the impact of any changes on the school budget and employee salaries.

18.2 **Life Insurance.** The Board shall provide and pay for life insurance for professional personnel providing death benefits equivalent to double the individual's annual base salary and death and dismemberment coverage no less than $10,000. The Board will allow the covered teacher to have an option to purchase additional life insurance coverage, at said teacher's own expense, provided said coverage is purchased in $10,000 increments and that said insurance is purchased in accord with the regulations and requirements of the District's insurance carrier.

18.3 **Dental Insurance.** The Board shall obtain and pay one hundred (100%) percent of the cost of the premium of the dental insurance plan agreed to by the parties. Copies of the dental plan will be made available to individuals upon request. Effective July 1, 2008 the orthodontic maximum lifetime reimbursement shall increase to $3,000. The maximum annual benefit available to an individual under such plan shall be One Thousand Seven Hundred Fifty ($1,750) Dollars.

18.4 **Disability Insurance.** The Board shall pay the total premium cost of the long-term disability insurance policy agreed to by the parties. The parties shall make every effort consistent with legal requirements to make any long-term disability insurance payments pre-tax payments.

*NOTE: SBEA agreed to provide superintendent with acceptable administrative method for achieving tax free payment status. Method not agreed as of April 7, 2009.*

**ARTICLE XIX - INDIVIDUAL CONTRACTS**
19.1 **Forms and Contents.** Individual contracts shall be in the same form as set forth in Appendix E of this Agreement that is attached hereto and made a part hereof. Any individual contract issued to a teacher covered by this Agreement shall be subject to the terms of this Agreement and any amendments hereto whether made before or after the signing of individual contracts. Any individual teacher contract issued by the Board is subject to the requirement that the teacher maintain any all license(s) and endorsement(s) required by the Vermont Department of Education for the position held. In the event a teacher fails to maintain the license(s) and endorsement(s) required by the Vermont Department of Education for the position it shall be just cause for dismissal.

19.2 **Physical Examinations.** Cost of a teacher's physical examination, if required, shall be paid in full by the Board. Under this provision, a teacher shall receive a health certificate by a physician selected from a list compiled by the Board.

19.3 **Signing by the Board.** The Board or its duly authorized agent shall sign all individual contracts before being issued to the teacher.

19.4 **Issuance of Contracts.** Contracts for the next school year shall be issued no later than May 1 of any year of this Agreement. Contracts shall be signed by the professional person and returned to the Board within fourteen (14) days thereafter unless prior arrangements have been made with the superintendent or designee.

19.5 **Notification of Assignment/Emergency Transfer.**

(1) **Notification of Assignment.** A professional person shall be informed at the time of issuance of the contract, or at the close of school, whichever is later, the school and
the subject or level in which he will be working.

(2) Emergency Transfer. The Superintendent or designee may change a teacher’s assignment through July 15 for staffing purposes related to enrollment or instructional needs. Teachers assigned to a specific student, may receive another assignment within his/her area of licensure and endorsements should this student leave the school after July 15.

19.6 One Year - Nonrenewable Contracts. A one-year nonrenewable contract will be offered to a teacher who is hired on or after July 15, or who is hired pursuant to Article XI. A teacher on a one year nonrenewable contract will be covered by all terms and conditions of this Agreement with the following exceptions: the right of contract renewal, seniority, and contractual provisions relating to layoff and recall rights. A teacher who was employed on a one-year nonrenewable contract and is subsequently hired for a second consecutive year shall be credited with seniority commencing from the signing of the first year nonrenewable contract.

ARTICLE XX - CLASS SIZE

20.1 Class Size Goals. The Board agrees to work toward the following goals in regard to class size:

Kindergarten through Grade three ---- 20
Grade four through Grade five ---- 24
Grade six through Grade twelve ---- 25

ARTICLE XXI - MISCELLANEOUS

21.1 Anti-Discrimination Clause. 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, in violation of
any applicable state and/or federal law.

21.2 **Savings Clause.** if any provision of this Agreement or any
application of this Agreement is held to be contrary to the law, then such provision
shall not be deemed valid except to the extent permitted by law; however, all
other provisions or applications of this Agreement shall continue in full force and
effect.

21.3 **Full Understanding of the Parties.** The terms and conditions set forth in
this Agreement represent the complete and full understanding and commitment
between the parties
hereto, which may be altered, changed, added to, deleted from, or modified only
through the voluntary and mutual consent of the parties by written amendment
hereto.

21.4 **Maintenance of Standards.** Except as this Agreement shall herein
otherwise provide, all salary, economic conditions of employment, and those
conditions of employment which are contained herein, applicable at the effective
date of this Agreement which are to be applicable during the term of this
Agreement, have been reduced to writing and are set forth in this Agreement.

Nothing contained in this Agreement will be interpreted and/or applied so as
to eliminate, reduce or otherwise diminish any teacher benefit within the terms of this
Agreement existing prior to its effective date.
21.5 **Budgeting and Use of Teacher Development Funds.** The Board will include in its budget each fiscal year an amount specifically designated for the purpose of staff development, in-service training and conferences. The Association shall appoint one (1) member of the District staff development team. It will be the responsibility of the District staff development team to submit a planned use of these funds to the superintendent. The District staff development team will meet with the superintendent or designee and discuss their plans for the funds; however, the final decision as to the expenditure of these funds will be made by the superintendent or designee.

21.6 **Curriculum Area Supervisor and Director Teaching Rights.** Should a Curriculum Area Supervisor or Director voluntarily decide he would like to be relieved of his duties as Curriculum Area Supervisor or Director and return to a full-time teaching position, he is entitled to do so provided a full-time teaching position vacancy exists and that said Curriculum Area Supervisor or Director is licensed and qualified for the position. He must notify the superintendent or designee, in writing, by March 1 or within ten (10) days of the posting of an open teaching position should one occur after March 1. Said change in position shall be considered as a transfer and said Curriculum Area Supervisor or Director will retain seniority.

Should a Curriculum Area Supervisor or Director voluntarily decide he would like to be relieved of his duties as Curriculum Area Supervisor or Director and continue with his existing teaching assignment, he may do so provided he notifies the
superintendent or designee, in writing, by March 1. Said Curriculum Area Supervisor's or Director's position will then be reduced from one hundred (100%) percent to a percentage as determined by his current teaching assignment. Said change will be effective as of July 1. Said change in position shall be considered as a transfer and said Curriculum Area Supervisor or Director will retain seniority.

The superintendent may waive the notification date under unusual circumstances.

At the beginning of each school year Curriculum Area Supervisors (CAS) and building Principals will develop a meeting schedule for that year. Additional meetings may be called by building Principals for CAS specific matters only.

21.7 Co-Curricular Hiring and Placement Practices. The Association and Board agree to examine the placement of co-curricular directors on an annual basis (October/November) to ensure the integrity of the co-curricular schedule. The resulting matrix shall be used to determine placement on the co-curricular schedule for any new positions until the next annual meeting. Three (3) Board appointed members and three (3) Association appointed members shall be appointed to this Committee.

ARTICLE XXII - DURATION

The provisions of this Agreement will be effective as of July 1, 2014, and will remain in full force and effect until June 30, 2017. The Board agrees to maintain benefits for a year, and each year thereafter should the contract be automatically renewed.

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
give written notice to the other not later than October 15 prior to the expiration date or any anniversary thereof its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

ARTICLE XXIII - ACKNOWLEDGEMENT OF ARBITRATION

SIGNATURES

We understand that this Agreement contains an agreement to arbitrate. After signing this document, we understand that we 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, we agree to submit any such dispute to an impartial arbitrator.

IN WITNESS WHEREOF the parties hereunto set their hands and seals this _____ day of ______________ 20____.

SOUTH BURLINGTON BOARD OF SCHOOL COMMISSIONERS

SOUTH BURLINGTON EDUCATORS' ASSOCIATION

BY: ____________________________ BY: ____________________________
  Chair                              President

BY: ____________________________ BY: ____________________________
  Clerk                              Chief Negotiator
## APPENDIX A – Salary Schedule

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</table>
APPENDIX B — Performance Pay

GUIDELINES FOR PERFORMANCE PAY

To be eligible for performance pay per Article 6.8, a teacher:

- Must be ineligible for a vertical step increase by virtue of having reached the top of his/her salary column, and have been at this index for at least one year.
- Must meet mutually established goals for advancing the district's strategic plan and/or other educational goals and objectives of the district.
- Must not be on probation, in remediation, or in the evaluation process for reasons of performance. The above referenced goals are to be:
  - Established mutually between the teacher and the building principal using the attached form.
  - Approved by the building principal or other administrator as designated by the superintendent of schools.
  - Quantifiable.
  - Determined to have been accomplished by the building principal.

The work involved in accomplishing the goal:

- Must be supplemental to his/her normal teaching and curricular responsibilities.
- Must not involve any other compensation such as a stipend, salary credit, or per diem pay (re-licensure credit is not considered compensation).
- Must be primarily performed during non-contracted time (outside of the normal work day).
- Must be substantially completed by May 1. If the work is such that it will carry beyond the end of the current contract year, exceptions to this timeframe may be made by mutual agreement.

Examples of qualifying goals:

- Committee participation on district/school initiatives including, but not limited to, multi-age, discipline, Standards and Assessment, Instructional Support Team, Local Standards Board.
- Piloting of district, school or program initiatives or instructional strategies including, but not limited to, student goal setting, team teaching, portfolio coordination.
- Instituting and/or developing innovative practices or programs.
- Writing and managing (as appropriate) grants/mini-grants which enhance program/school/district initiatives.
- Fulfilling a need identified by a building principal or administrator including, but not limited to, mentorship, peer coaching, program evaluation.

Additionally:

- A goal and work associated with the goal must not contradict or be in violation of any Article or provision of the Master Agreement or of any side letter to the Master Agreement.
- A teacher who is denied such additional increases may utilize the grievance and arbitration procedures as described in the Master Agreement.
- A teacher receiving this additional compensation will receive it in the summer in accordance with Article 6.3 of the Master Agreement.
SOUTH BURLINGTON SCHOOL DISTRICT PLAN FOR PERFORMANCE PAY

Teacher: ________________________________ Principal: _________________________

School: ________________________________ Year: _________________________

Qualifying Goal(s):

Related to Action Plan #_______

<table>
<thead>
<tr>
<th>Strategies</th>
<th>Documentation Method</th>
<th>Target Dates</th>
</tr>
</thead>
</table>

Goal concept and plan agreed to by:

Teacher's Signature: ________________________________ Date: _________

Principal's Signature: ________________________________ Date: _________

Goal determined to be satisfactorily accomplished by:

Teacher’s Signature: ________________________________ Date: _________
Principal's Signature: _____________________________ Date:


# APPENDIX C — Co-Curricular Schedule

## SOUTH BURLINGTON SCHOOL DISTRICT CO-CURRICULAR SALARY SCHEDULE 2014-2017

### MIDDLE SCHOOL

**Student Activities**

<table>
<thead>
<tr>
<th>Category I</th>
<th>Category II</th>
<th>Category III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spelling Teams</td>
<td>Art Club</td>
<td>Category III (con't)</td>
</tr>
<tr>
<td>Yearbook</td>
<td>Math Counts</td>
<td>Category II</td>
</tr>
<tr>
<td>Peer Leadership</td>
<td>Fall Drama</td>
<td>Boys Basketball — (A)</td>
</tr>
<tr>
<td>Geography Bee</td>
<td>Jazz Band</td>
<td>Girls Basketball — (A)</td>
</tr>
<tr>
<td>Student Council</td>
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</tr>
<tr>
<td>Skateboarding Club</td>
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**Athletics**

<table>
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<tr>
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<th>Category I (con't)</th>
<th>Category II</th>
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</thead>
<tbody>
<tr>
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<td>Boys Track &amp; Field Girls Track &amp; Field</td>
<td>Boys Basketball — (A)</td>
</tr>
<tr>
<td>(A) Boys Soccer</td>
<td>Baseball</td>
<td>Girls Basketball — (A)</td>
</tr>
<tr>
<td>Soccer — (B) Girls Soccer</td>
<td>Softball</td>
<td></td>
</tr>
<tr>
<td>Soccer — (B) Field Hockey — (A) Field</td>
<td>Boys Basketball — (B)</td>
<td>Gymnastics</td>
</tr>
<tr>
<td>Hockey — (B) Boys &amp; Girls Cross Country</td>
<td>Girls Basketball — (B)</td>
<td></td>
</tr>
</tbody>
</table>

### HIGH SCHOOL

**Student Activities**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Math Club</td>
<td>Senior Class Advisor</td>
</tr>
<tr>
<td>Asst. Dramatics — Technical Freshman Class Advisor</td>
<td>Asst. Dramatics - Music National Honor Society</td>
</tr>
<tr>
<td>Sophomore Class Advisor</td>
<td>Scholar's Bowl</td>
</tr>
<tr>
<td>Director of Talent Night</td>
<td>Speech Club</td>
</tr>
<tr>
<td>S. A. D. D. Club</td>
<td>Junior Class Advisor</td>
</tr>
<tr>
<td>Art Club</td>
<td>Coalition for Community Service</td>
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<tr>
<td>Future Educators of America</td>
<td></td>
</tr>
<tr>
<td>Dominican Dream</td>
<td></td>
</tr>
<tr>
<td>Coffeehouse</td>
<td></td>
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<tr>
<td>Oceanography</td>
<td></td>
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<tr>
<td>Ping Pong Club</td>
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<tr>
<td>Gay Straight Alliance</td>
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<tr>
<td>Rowing Club</td>
<td></td>
</tr>
<tr>
<td>French Club</td>
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<tr>
<td>Multi-Media Club</td>
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<tr>
<td>Strength &amp; Conditioning Club</td>
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Category IV

Category V

Category VI
Dramatics
### Athletics

**Category I**
- Girls Freshman Soccer
- Boys Freshman Soccer
- Freshman Field Hockey
- Girls Freshman Basketball
- Boys Freshman Basketball
- Freshman Softball
- Freshman Baseball
- Assistant Alpine Skiing
- Indoor Track
- Assistant Indoor Track
- Assistant Snowboarding
- Dance Team
- Girls Freshman Lacrosse
- Boys Freshman Lacrosse
- Boys Assistant Varsity Basketball
- Unified Sports (2 positions)

**Category III**
- Girls Cross Country
- Boys Cross Country
- J.V. Field Hockey Girls
- J.V. Soccer Boys J.V.
- Soccer Head J.V.
- Football Boys Asst. Ice
- Hockey Girls Asst. Ice
- Hockey J.V. Softball
- J.V. Baseball
- J.V. Girls Lacrosse
- J.V. Boys Lacrosse
- Winter Cheerleading

**Category V**
- Varsity Field Hockey
- Girls Varsity Soccer
- Boys Varsity Soccer
- Varsity Nordic Skiing
- Varsity Softball
- Varsity Baseball
- Head Girls Track & Field
- Head Boys Track & Field
- Varsity Girls Lacrosse
- Varsity Boys Lacrosse
- Snowboarding
- Varsity Alpine Skiing

**Category 11**
- Asst. J.V. Football
- Asst. Gymnastics
- Girls Golf
- Boys Golf
- Asst. Girls & Boys Track
- Asst. Girls Track & Field
- Asst. Boys Track & Field
- Fall Cheerleading
- Assistant Nordic Skiing

**Category IV**
- Asst. Varsity Football
- Asst. Varsity Football
- Girls J.V. Basketball
- Boys J.V. Basketball
- Girls Gymnastics
- Girls Tennis
- Boys Tennis

**Category VI**
- Head Varsity Football
- Varsity Girls Basketball
- Varsity Boys Basketball
- Girls Varsity Ice Hockey
- Boys Varsity Ice Hockey
Appendix Co-Curricular Salary Index

2014-2017

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A. Each Director covered by this Agreement and Curriculum Area Supervisor shall receive an additional 8.5% of their respective salaries, exclusive of co-curricular compensation, if any.

B. Each Director covered by this Agreement and Curriculum Area Supervisor shall be relieved of extra duties whenever possible.
APPENDIX E Employment Contract

EMPLOYMENT CONTRACT

1. This agreement, in triplicate, between _____________, teacher and the board of school directors of South Burlington, Vermont is hereby made for the school year beginning July 1, 201__ and ending June 30, 201__.

2. The period of service shall begin at the direction of the Superintendent of Schools, and continue for not more than 180 teaching days. In addition, the teacher agrees to attend educational meetings or to visit schools not to exceed 9 days as directed by the Superintendent of Schools.

3. Under this contract, the total teaching salary is to be $_____ at an FTE of ____ percent.

4. Grade assignment or subject matter assignment to be determined.

5. This contract is subject to the agreement between the S.B.E.A. and South Burlington School District, effective ______________ and all amendments thereto made before or after the signing of this contract.

6. Said teacher holds the following grade of licensure: ________________, Endorsement Level/Area: ______________ which will expire on: ________________.

7. Said teacher has the following education and experience: ________________
   College degree held ________________, last time last professional credit earned
   *Hours of college, normal school, teacher training course in high school, or other State Board of Education approved program of preparation.

   **Total years teaching experience, year of service in this district

   Date Signed ___________________________ Date Signed ______________

   School Director or duly authorized person ___________________________ Employee ___________________________

   Date Signed ______________________

   *Superintendent of Schools