

Board Contract Offer: October 20, 2011 at 9:30 PM

This offer must be accepted by an affirmative vote of the Southwest Vermont Education Association on or before 6:00 PM, October 21, 2011 or it shall be withdrawn, of no further force and effect and no longer subject to acceptance.

Terms and Conditions as imposed by the Boards on June 20, 2011 shall remain in effect except as modified below:

16.2 HEALTH INSURANCE-Teachers may elect one of the following two insurance plans provided by the Vermont Education Health Initiative (VEHI): the Dual Option Plan or the Comprehensive Plan C (\$0. deductible) Plan. The Board shall pay eighty-two five (825%) percent of the cost of the Dual Option Plan for either plan until June 30, 2012 and eighty percent (80%) thereafter. Teachers electing the Comprehensive Plan C shall be responsible for the additional cost of that plan. The insurance committee as described in 16.7 below will meet to study and recommend alternative health insurance plans. The parties agree that this agreement may be re-opened during its term for the purpose of modifying health plan options available to teachers and the amount to be paid by the Board and the teacher for such insurance. The Board shall reimburse all teachers enrolled in a health insurance plan during the term of this Agreement for 3% of the premium cost of the Dual Option Plan based on the type of coverage elected by the teacher on July 1, 2011 or date of hire, if later (single, two person or family). This reimbursement shall be prorated based on the number of teacher workdays remaining as of July 1, 2011 or the teacher's date of hire, whichever is later. This reimbursement will be paid during the second pay period in May 2012. Teachers shall not be required to provide reimbursement for any payment in excess of 80% made by the Board in FY 2011. Teachers electing the Comprehensive Plan C shall be responsible for the additional cost of that plan.

21.2 Subject to the limitations provided below, the Board shall reimburse a teacher for any ~~master's degree or higher level college course~~ approved in advance by the Superintendent for that teacher provided that the teacher receives a B minus or better grade or if the course is pass/fail, the teacher receives a grade of pass. ~~Teachers under contract as of June 30, 2010 who have a bachelor's degree and less than thirty (30) post-bachelor degree credits shall be reimbursed for any bachelor's degree or higher level college course approved in advance by the Superintendent~~

~~for that teacher until such teacher has acquired a maximum of thirty (30) post-bachelor degree credits.~~ Teachers will be reimbursed at University of Vermont rates up to a maximum of six semester hours per fiscal year. A Board shall also reimburse a teacher for the charges and fees required to participate in the certification program conducted by the National Board for Professional Teaching Standards. Reimbursement will be made within ~~thirty~~ sixty (60) days after successful completion of the course and the presentation of an official transcript or grade report and a receipted bill. In the case of National Board Certification, reimbursement will be made within ~~thirty~~ sixty (60) days following provision of written proof of submission of all materials required by the National Board for it to complete its final review and presentation of the official certification ~~and~~ a receipted bill. Where a teacher wishes to take a course applicable to his/her field that is not available at UVM rates, the Superintendent is empowered to approve additional tuition reimbursement for such a course.

27.6 Individual contracts of employment for the ensuing year shall be offered to non-probationary teachers on or before March 15. Individual contracts of employment for the ensuing year shall be offered to probationary teachers on or before April 15. If a teacher does not have a valid Level I or II license, ~~middle school certification if teaching grades 7 or 8 at the middle school,~~ and compliance with highly qualified teacher requirements, if applicable, for the next school year on file with the District by June 15 the Superintendent shall have the discretion to revoke the teacher's contract for said year. Such contracts shall be subject to and consistent with the terms and conditions of the Collective Bargaining Agreement as from time to time is in effect. If an individual contract of employment contains any language inconsistent with the Collective Bargaining Agreement then in effect, the Collective Bargaining Agreement in effect for the work year involved will be controlling. A teacher who has not accepted offered employment by returning a signed individual contract of employment within fifteen (15) calendar days of receipt of the offer shall be deemed to have resigned his/her employment effective as of the end of the current work year, provided always an extension of time to March 30 for non-probationary and April 30 for probationary teachers shall be given to each teacher who requests the same in writing, delivered to the Superintendent within the aforesaid fifteen (15) day period. Notice by a teacher under this paragraph, if delivered by mail, shall be sent certified mail, return receipt requested.

29.5 The Boards and SWVEA concur that in-service activities should be planned and coordinated to promote curriculum and staff development. To better meet the needs of the students, Boards,

and the SWVEA, ~~district two (2) in-service days scheduled by the Board~~ shall include programs and activities jointly planned by the Boards, or ~~its~~ designees, the Association, a professional development committee ~~the Long Term Staff Development Committee~~, and such other persons or committees as the Boards and teachers deem appropriate. The professional development committee shall be composed of the Superintendent or designee, one (1) teacher representative from each building, one (1) special education teacher, one (1) Title teacher, one (1) elementary administrator, one (1) middle school administrator, one (1) high school administrator, one (1) alternate program administrator and two (2) central office representatives. Building in-service days scheduled by the Board shall include programs and activities jointly planned by the administration and faculty in each building. Two teacher designated in-service days shall be reserved and used for classroom preparation and closing at the discretion of the teacher.

29.6 In-service days will be allocated as follows: two (2) teacher designated in-service days that shall be reserved and used for classroom preparation and closing at the discretion of the teacher; one (1) in-service day shall be scheduled at the end of the first semester and used as a teacher workday with the individual teacher solely responsible for planning the work for that day; ~~four (4) two (2) Supervisory Union in-service days; two (2) in-service days planned by the professional development committee;~~ and two (2) building in-service days.

MIDDLE SCHOOL [MAUMS] PROVISIONS

29.29 Except as provided in Sections 29.2 and 29.3, teachers for the 7th and 8th grades shall be present at the school and perform school-related work for the workday provided for in Section 29.1 ~~and, during such workday, may be assigned school-related work or required to attend school-related meetings~~ subject to the following limitations:

A AND B BELOW TO BE REVISED IN ACCORDANCE WITH DISCUSSIONS BETWEEN CHIEF NEGOTIATORS ON OCTOBER 20, 2011

a. *No more than one thousand five hundred (1500) minutes of student contact time ("student contact time" is defined in Section 29.31 below) during a five (5) day week, prorated based on three hundred (300) minutes per day during shorter weeks;*

b. *No more than one hundred and fifty (150) minutes of duty time ("duty time" is defined in Section 29.31 below)*

during a five (5) day week, and prorated based on thirty(30) minutes per day during shorter weeks; Additionally, teachers shall be provided a thirty (30) minute duty-free lunch period each workday and two hundred twenty-five (225) minutes of teacher-directed preparation time during a five (5) day week, prorated based on forty-five (45) minutes per day during shorter weeks.

d. To the extent there is an inconsistency between this section 29.29 and sections of this agreement that apply to elementary or 6th grade teachers, 6th grade teachers at the middle school will be subject to the provisions applicable to elementary or 6th grade teachers.

e. The Superintendent or designee may appoint and remove teachers as "Team Leaders". Team Leaders may be required to attend one meeting per month an hour in length outside of the seven and one half hour workday without additional compensation except as provided in Appendix B. The purpose of these meetings will be to address building concerns and initiatives.

HIGH SCHOOL [MAUHS] PROVISIONS:

29.30 Except as provided in Sections 29.2 and 29.3, teachers shall be present at the school and perform school-related work for the workday provided for in Section 29.1 ~~and, during such workday, may be assigned school-related work or required to attend school-related meetings~~ subject to the following limitations:

A AND B BELOW TO BE REVISED IN ACCORDANCE WITH DISCUSSIONS BETWEEN NORM BARTLETT AND STEVE STITZEL ON OCTOBER 20, 2011

a. No more than one thousand five hundred (1500) minutes of student contact time ("student contact time" is defined in section 29.31 below) during a five (5) day week, prorated based on three hundred (300) minutes per day during shorter weeks, with no more than one thousand two hundred (1250) minutes per week based on an annual average (prorated for shorter weeks) of direct classroom instruction;

b. No more than one hundred and fifty (150) minutes of duty time ("duty time" is defined in Section 29.31 below) during a five (5) day week, and prorated based on thirty (30) minutes per day during shorter weeks; additionally, teachers shall be provided a thirty (30) minute duty-free lunch period each workday and two hundred twenty-five (225) minutes of

teacher-directed preparation time during a five (5) day week, prorated based on forty-five (45) minutes per day during shorter weeks.

e. The Superintendent or designee may appoint and remove teachers as "Head Teachers". Head teachers will be provided additional compensation as provided in Appendix B.

f. The maximum student contact time for a head teacher in the subject areas of science, math, social studies, and language/composition shall two hundred and thirty (230) minutes.

SOUTHWEST VERMONT REGIONAL TECHNICAL SCHOOL DISTRICT PROVISIONS

29.32 SWVRTSD teachers are subject to the following:

a. Teachers may be assigned teaching time of up to one thousand ~~five~~ three hundred fifty ~~(1500)~~ (1350) minutes during a five (5) day week, prorated based on ~~three~~ two hundred seventy ~~(300)~~ (270) minutes per day during shorter weeks. Teachers who have less than one thousand ~~five~~ three hundred fifty ~~(1500)~~ (1350) minutes during a five (5) day week, prorated based on ~~three~~ two hundred seventy ~~(300)~~ (270) minutes per day during shorter weeks of teaching time per day may be assigned administrative, supervisory, or student contact time to equal the one thousand ~~five~~ three hundred fifty ~~(1500)~~ (1350) minutes during a five (5) day week, prorated based on ~~three~~ two hundred seventy ~~(300)~~ (270) minutes per day during shorter weeks. In order to create and maintain a learning environment that is supportive of students' learning and teachers' productively teaching, teachers will participate in promoting and improving school climate. For this purpose, teachers may be assigned to monitor halls and other duties as deemed appropriate and necessary. Teachers will also contribute to the continual improvement of the SVRTSD through program development and improvement, program maintenance, public relations, recruiting, and marketing (see definitions below). Teachers may periodically be asked to cover other teachers' classes when a substitute teacher is unavailable. SVRTSD teacher(s) may be assigned to cover another teacher's class or other duty at the request of the Director or his/her designee as follows:

1. Teachers shall first be assigned to class coverage from a volunteer list.

2. If no volunteers are available, class coverage assignments shall be equitably distributed among all available

teachers in the building.

3. Teachers who are assigned an administrative or supervisory duty shall only be assigned class coverage when no teacher in the building with a preparation period is available. If a teacher who is assigned an administrative or supervisory duty is required or requested to cover a class for an absent teacher when a teacher in the building with a preparation period is available, he/she shall be compensated for the assignment according to the Agreement.

4. Teacher(s) assigned to provide class coverage will be paid for the time to inform such duties as follows:

0 - 30 MINUTES			\$20.00
31 - 45 MINUTES			\$25.00
46 - 60 MINUTES			\$30.00

5. If coverage extends over 60 minutes, the payment cycle repeats.

Nothing herein shall preclude a Board from using non-bargaining unit personnel to perform such duties.

b. Teachers may sign a voluntary agreement for paid extra teaching time over the one thousand ~~five~~ three hundred ~~fifty~~ (1350) minutes during a five (5) day week, prorated based on ~~three~~ two hundred ~~seventy~~ (270) minutes per day during shorter weeks to teach pre-tech foundation courses or other courses in lieu of hall monitoring. (Teachers have the option to cover other teacher's classes as a substitute whenever possible.)

c. "Assigned Teaching Time" is defined as program and course instruction that falls within the ~~three~~ two hundred ~~seventy~~ (270) per day. "Paid Extra Instruction" is defined as additional, voluntary program or course instruction that is beyond the three hundred (300) minutes per day of assigned classroom teaching, but is not student contact time nor public relations, recruiting, marketing, or program development, improvement and maintenance as defined in 23.33.

d. The Board recognizes the importance of preparation for teaching each day; therefore, teachers will have sixty (60) minutes of preparation time per day for ~~three~~ two hundred ~~seventy~~ (270) minutes of class/program teaching time each day. Teachers will have a duty-free lunch period of forty (40) consecutive minutes per day.

e. In order to offer students introductory courses/programs that prepare students to successfully participate in programs, teachers may sign a voluntary agreement for paid extra teaching time over the one thousand three hundred fifty (1350) minutes during a five (5) day week, prorated based on two hundred seventy (270) minutes per day during shorter weeks at a rate of twenty-five dollars (\$25.00) per hour to teach pre-tech foundation courses or other courses in lieu of hall monitoring. (Teachers have the option to cover other teacher's classes as a substitute whenever possible.)

f. "Assigned Teaching Time" is defined as program and course instruction that falls within the one thousand three hundred fifty (1350) minutes during a five (5) day week, prorated based on two hundred seventy (270) minutes per day during shorter weeks. "Paid Extra Instruction" is defined as additional, voluntary program or course instruction that is beyond the one thousand three hundred fifty (1350) minutes during a five (5) day week, prorated based on two hundred seventy (270) minutes per day during shorter weeks of assigned classroom teaching, but is not student contact time nor public relations, recruiting, marketing, or program development, improvement and maintenance as defined in 23.33.

g. The SVRTSD Director will assure that SVRTSD teachers perform up to 150 hours per year of supervisory or administrative duties. These duties can include: Student Contact Time; Public Relations / Recruiting / Marketing; and Program Development, Improvement and Maintenance. All SVRTSD teachers will continue to be kept in compliance with state law and regulation regarding contact time with students.

29.33 Definition of Duties: All SVRTSD teachers will continue to be kept in compliance with state law and regulation regarding contact time with students.

STUDENT CONTACT TIME (supervisory): Is defined as time that is supervising, working with, or instructing students but is not classroom teaching time for a continuous period of one semester or more. Such activity includes: tech focus; hall monitoring duty; and other teaching assignments.

PUBLIC RELATIONS / RECRUITING / MARKETING (administrative): This includes, but is not limited to, open house (3), SVRTSD promotional activities, student interviewing, and sending school presentations and recruiting.

PROGRAM DEVELOPMENT, IMPROVEMENT AND MAINTENANCE (administrative): Includes such activity as program advisory

committee, state technical education coordination activities (D.O.E. program competencies, meetings), State technical conference, job placement preparation, co-op placement (business and industry consultation), school committees, FES activity, and other duties as deemed appropriate and necessary.

29.34 The Director will make every effort to consult with the SVRTSD Faculty Senate when planning teaching and duty schedules.

30.1 Salaries for the term ~~each work year~~ of this Agreement shall be paid to persons within the unit at the rate set forth in the attached Appendix A. There will be no "step" movement during the term of this agreement or thereafter. Teachers who were employed on June 30, ~~2010~~ 2011 who continued to be employed thereafter will remain on the same "step" in the "step" column, not the "exp" column, on which they were placed as of June 30, ~~2010~~ 2011. In addition to salary compensation paid in accordance with Appendix A, all teachers employed during the term of this agreement who are on Step 17 or below shall be paid a salary supplement in an amount of \$1100, prorated based on the number of teacher workdays remaining as of July 1, 2011 or a teacher's date of hire, whichever is later. In addition to salary compensation paid in accordance with Appendix A, all teachers employed during the term of this agreement who are on Step 18 shall be paid a salary supplement in an amount of \$350. This salary supplement shall be paid during the second pay period in January 2012. ~~Section 30.2 notwithstanding, teachers hired after June 30, 2010 but before June 30, 2011, will be placed on the "step" in the "step" column, not the "exp" column, that is one step below the step on which they were placed when they were hired Any teacher who, as of the effective date of this Agreement, has received a higher salary in FY 2010-2011 (based on step advancement on July 1, 2010 or step placement at the time of hire) than is provided for under this Agreement shall not be required to reimburse the Districts for the excess compensation. Any teacher who, as of the effective date of this Agreement, has not received the salary in FY 2010-2011 that is provided for under this Agreement shall be promptly paid any additional compensation due.~~

30.2

c. A Board may provide one-time monetary hiring incentives in addition to compensation provided for in this agreement, ~~payable over one or more years,~~ for the initial placement of a teacher hired to fill a position identified as a "teacher shortage area" by the Vermont Department of Education taking into consideration a teacher's years of ~~non-teaching~~ work experience

in a position(s) that required, at a minimum, a bachelor's degree and work involving regular use of skills or knowledge related to the identified teacher shortage area. The incentive paid any teacher hired pursuant to this provision shall not exceed ten percent (10%) of the first year salary to be paid the teacher based on placement on an experience step in accordance with subparagraph (b) above. The Superintendent shall provide the Association written notice of any teacher paid an incentive pursuant to this provision.

30.7 The horizontal level of each teacher is determined by his/her earned degrees, academic credits that have received the prior written approval of the Superintendent and professional advancement credits that have received prior written approval of the Superintendent. Except as provided below, teachers shall only receive academic credit for horizontal movement for college courses commenced on or after July 1, 2011 that are at the post-graduate (Master's Degree or higher) level. Column movement beyond the B+30 Column shall require completion of a Master's Degree. Teachers hired prior to June 30, 2011 whose current column placement is based on completion of additional Bachelor Degree credits (B+45, B+60 or B+75) will remain in the column they were in on June 30, 2011. Teachers hired prior to June 30, 2011 whose current column placement is based on completion of additional Bachelor Degree credits (B+30, B+45 or B+60) will receive credit for completion of additional, approved Bachelor level courses needed to advance one column. Such bachelor degree courses must be completed on or before June 30, 2014. After advancing one column, teachers with advanced bachelor degree credits may not advance further unless they obtain a Master's degree.

Academic Credits & Degrees. Academic credits and degrees that are not reported, in writing, to the Superintendent prior to employment shall not be approved. After employment, academic credits earned between recognized degrees shall be recognized for purposes of establishing the horizontal level of a teacher and shall be credited after submission of such information of the successful earning of such credits as the Superintendent shall request. Academic credits in courses of academic study which are significantly different in content from previous courses taken by the teacher which qualify for horizontal level movement shall be as follows:

- 1) Academic credits earned in courses of academic study leading to an accredited advanced degree or to additional degrees in areas of the teacher's certification.
- 2) Academic credits earned in courses in the teacher's area of certification.

- 3) Academic credits earned in courses in teaching methodology, skills or pedagogical improvement.
- 4) Academic credits earned in courses which are not embraced within anyone of the three preceding subparagraphs provided (1) advanced written approval of the Superintendent is obtained, and two (2) the courses are in the opinion of the Superintendent within the area of the teacher's involvement. The decision of the Superintendent under this subsection (4) shall be binding on all parties and shall not be subject to grievance or arbitration.
- 5) Academic credits shall not be recognized for the purposes of establishing the horizontal level of a teacher unless the teacher has received a B minus or better grade or if the course is a pass/fail the teacher receives a grade of pass.
- ~~6) Teachers hired during the term of this agreement and teachers employed as of June 30, 2010 who are in the B+30 column shall only receive academic credit for college courses commenced on or after July 1, 2010 that are at the post-graduate (master's degree or higher) level.~~

~~30.8 Except as provided in section 27.1, a teacher shall automatically advance to the next higher vertical level of the salary schedule at the commencement of each succeeding work year. Horizontal advancement shall be limited to one column per calendar year.~~

31.9 Grant-Funded Partial School Year Employee: An employee hired after the commencement of classes in a school year to fill a position funded by grant money first made available to the District after commencement of classes and subject to the requirement that the grant funds be fully expended by the end of the District's fiscal year. As used herein, the involved grants must provide "one-time" funding or "year-to-year" funding where there is no binding commitment of funds beyond the current fiscal year.

32.1 A teacher who is employed under a written contract as a Long Term Substitute or Grant-Funded Partial School Year Teacher shall be entitled to all rights and benefits of the Collective Bargaining Agreement except the (a) right to have his/her contract renewed (Article 27), (b) provisions for reduction in force (Article 26), and (c) employment is terminable by either party upon delivery of written notice to the other unless otherwise agreed in such teacher's employment contract. Salary,

leaves, and benefits shall commence as soon as possible after the teacher commences employment as a long-term substitute or Grant-Funded School Year Teacher.

32.2 A Grant-Funded Partial School Year Teacher employed for at least 60% percent of the school year who is rehired in the school year immediately following termination of the teacher's contract shall be awarded experience credit for the prior year pursuant to Section 30.1.

33.1 This Agreement shall be effective as of July 1, 2011 ~~2010~~ and remain in full force and effect through June 30, 2012 ~~2011~~. Not later than January 15, 2012, the parties agree to schedule the first negotiation meeting ~~The Boards agree to meet with the Association~~ for the purpose of establishing ground rules and to discuss other matters agreed upon and will enter into negotiations with respect to a successor agreement(s) ~~at the Association's earliest convenience.~~

APPENDIX B
SOUTHWEST VERMONT SUPERVISORY UNION
EXTRA PAY SCHEDULE

A. A Board may, but need not, assign teachers to classroom teaching positions in summer school or to classroom teaching positions in an adult, evening education program (a teacher need not accept such assignment). A teacher (but not a person who is not a bargaining unit member) shall be paid for such assignment at the rate of thirty-two dollars and seventy-five cents (\$32.75) per hour of assigned in classroom time provided the assigned work is not within the purview of section B of this Appendix B. Guidance counselors shall be compensated at the above hourly rate for their required attendance at after school events.

B. A Board may, but need not, assign teachers to perform special education duties in July and August. If a teacher is so assigned and such teacher accepts such assignment (a teacher need not accept), the teacher (but not a person who is not a bargaining unit member) shall be paid for such assignment at the rate of thirty-two dollars and seventy-five cents (\$32.75) per hour of assigned time provided the assigned work is not within the purview of section A of this Appendix B.

C. Team Leader and Head Teacher compensation shall be computed by multiplying the ~~Base Pay at B.A. Level 1 of the salary of a teacher in the BA column on step 2 of Appendix A schedule applicable for that year~~ by the following applicable percent.

3% For an assignment in which the aggregate number of teachers and Special Needs Aides (full-time equivalents exclusive of the Head Teacher) within the Department(s) or alternate structure or designated program is two or three teachers and Special Needs Aides, or

6% or \$1,500, whichever is the greater, for department(s) in which the aggregate number of teachers and Special Needs Aides (full-time equivalents exclusive of the Head Teacher) within the Department(s) or alternate structure or designated program is four to six teachers and Special Needs Aides, or

10% for department(s) in which the aggregate number of teachers and Special Needs Aides (full-time equivalents exclusive of the Head Teacher) within the Department(s) or alternate structure of designated program is seven or more Teachers and Special Needs Aides ~~or~~

APPENDIX E
EXTRA CURRICULAR SALARY SCHEDULE
ELEMENTARY SCHOOL

A committee composed of four (4) board members and four (4) Association members will be created to develop proposed contract provisions and a salary schedule for individuals who volunteer to coach/supervise elementary school extra curricular activities. If the committee is able to agree on a specific proposal(s), the parties agree that this contract may be re-opened for the sole purpose of negotiating contract provisions to implement the committee's proposal(s). During such negotiations, the parties will not be obligated to accept the committee's proposal(s) and either party may seek to modify the proposal(s) or may reject them.