AGREEMENT

BETWEEN THE

NORWICH BOARD OF SCHOOL DIRECTORS

AND THE

NORWICH TEACHERS ASSOCIATION

JULY 1, 2019 - JUNE 30, 2020

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE I: RECOGNITION 1
ARTICLE II: NEGOTIATIONS 1
ARTICLE III: BOARD AND ASSOCIATION RIGHTS 2
ARTICLE IV: TEACHER RIGHTS 3
ARTICLE V: GRIEVANCE PROCEDURE 5
ARTICLE VI: WORKING CONDITIONS 7
ARTICLE VII: LEAVES OF ABSENCE 8
ARTICLE VIII: COMPENSATION 12
ARTICLE IX: NO STRIKE CLAUSE 19
ARTICLE X: SEVERABILITY 19
ARTICLE XI: FINAL RESOLUTION 19
ARTICLE XII: REDUCTION IN FORCE 20
ARTICLE XIII: DURATION OF AGREEMENT 22
Appendix: Salary Schedule 23

PREAMBLE

This Collective Bargaining Agreement (hereinafter "Agreement") is made and entered into by and between the Norwich Teachers Association (hereinafter "Association") and the Board of School Directors for the Norwich School District (hereinafter "Board" or "District").

ARTICLE I: RECOGNITION

1.1 The Board recognizes the Association as the exclusive representative for collective bargaining purposes in accordance with the provisions of Title 16, Vermont Statutes Annotated, Chapter 57 for all teachers. Administrative personnel are not included under the terms of this Agreement.

1.2 Unless otherwise indicated, the employees in the above unit will be referred to as "teachers," "employees" or "bargaining unit members."

1.3 Unless modified by an express provision of this Agreement, part time teachers shall be entitled to all rights and benefits of this Agreement on a pro rata basis unless prohibited by stipulation or regulation of employee benefit providers.

ARTICLE II: NEGOTIATIONS

2.1 On or before October 1 of the year prior to the year in which this Agreement expires, the Association or the Board may notify the other party of its desire to terminate or modify the terms and conditions of this Agreement. Notice shall be in writing through certified mail, return receipt requested. If proper notice is given, the notifying party or parties shall submit proposals no later than October 15. The parties shall begin to meet, confer, and negotiate no later than October 30 in accordance with the procedures set forth herein, and in accordance with the provisions of Title 16, Chapter 57, VSA, in a good faith effort to reach a mutual understanding and agreement. If neither party has notified the other of a desire to terminate or modify the agreement by October 1, this Agreement shall stand in full effect.

2.2 The parties will endeavor to produce a final agreement within thirty (30) days after agreeing to specific language changes. Failure of the parties to produce a master agreement in final form within this time frame will not give rise to a grievance filed by the Association, nor to an unfair labor practice claim being filed by the Board.

ARTICLE III: BOARD AND ASSOCIATION RIGHTS

3.1 The Board retains all of the rights and functions necessary to determine the educational policies of the District and to effectively manage the District except to the extent that they are expressly and specifically modified or limited by the written provisions of this Agreement. These rights include, but shall not be limited to, the right to plan, direct, schedule, assign, transfer and control employee work assignments and duties; to determine the means, methods, processes, materials and equipment necessary to deliver the services provided by the District; to maintain the efficiency of employees; to create, revise, and eliminate positions; to determine employee work schedules and hours; to establish and require reasonable rules and regulations not in conflict with the terms of this Agreement; schedule payroll dates; to hire employees; to discipline, suspend, discharge and not renew the contracts of employees for just cause.

3.2 The Board's exercise of any management right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

3.3 In accordance with Board policy and District practices, the Association shall have the right to use District facilities to conduct Association meetings.

3.4 The Association will have the right to use District mailboxes to communicate with bargaining unit members.

3.5 The Association shall have the right to use one bulletin board, to be designated by the district, for the posting of notices regarding Association activities and matters of Association concern.

3.6 The Association shall be permitted to meet with bargaining unit members on school property during the non-working time of the individual employee(s) provided doing so does not interrupt normal school operations. It is understood that any non-employee Association representative shall comply with District and building policy concerning the presence of non-employees with District buildings.

3.7 The District agrees to deduct from employees' salaries, payment for dues for the Association, Vermont-NEA, N.E.A. that employees individually and voluntarily authorize. Money shall be transmitted to the treasurer of the Association in accordance with the schedule established for members of the teachers' bargaining unit, and the Association shall disburse such monies to the appropriate Association or Associations. Authorizations shall be in writing and continuous from year-to-year as long as a person remains employed by the District unless he notifies the Board and the Association in writing by October 1 that he wishes to withdraw his authorization for dues deductions for the upcoming school year. The Association shall have full responsibility for notifying the

District of the amounts for each membership year. The District shall cause such amounts to be deducted in substantially equal installments throughout the school year. The Association shall have the full responsibility for notifying the District in advance of any changes in the dues deductions. For persons who join the Association after the start of the school year, the same practice for dues deductions shall be employed as is used for teachers.

3.8 The District agrees to administer payroll deductions to the extent the existing District computer system is able to accommodate such requests, for such items as United Way, credit unions, tax sheltered annuities, computer purchases, and insurance premiums. The District also agrees to administer payroll deductions for medical and dependent care reimbursement accounts.

ARTICLE IV: TEACHER RIGHTS

4.1 Contract Issuance: Except as otherwise provided by this agreement, teachers shall be issued individual teaching contracts on or before April 15; teachers shall accept or reject such offers of employment by returning signed contracts not later than fourteen (14) days after the contract's issuance. If an individual teaching contract presented for signature to a teacher contains a factual and material error the Board will attempt to correct the error expeditiously. The teacher will be allowed fourteen (14) days after receipt of the corrected contract to sign and return the contract. Teachers will be allowed to request from the Superintendent a total of three weeks to turn in a signed contract. At the request of an individual teacher for whom a three-week response creates a hardship, the Superintendent in his sole discretion may allow, for good cause, additional response time.

4.2 Nondiscrimination: The Board and the Association agree that there will be no discrimination in the application of this Agreement on the basis of race, creed, color, religion, national origin, age, sex, handicap or marital status. Alleged violations of this Section shall not be subject to the arbitration provision of this Agreement.

4.3 Association Activities: The District and the Association acknowledge that each teacher shall, in accordance with Title 16 VSA § (1982(a), have the right to, or not to, organize, join or support the Association for the purpose of collective negotiations. Neither the District nor the Association shall discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment expressly set forth in this Agreement by reason of his/her membership or non-membership in the Association.

4.4 Temporary Contracts: Any other provision of this Agreement notwithstanding, the District shall have the right to issue a temporary contract to teachers hired to replace a teacher on an approved leave of absence (paid or unpaid). A teacher who is issued such a temporary contract shall not be entitled to any reemployment rights otherwise provided by this Agreement. Any teacher who is issued such a temporary contract shall

not have access to the grievance procedure of this Agreement for any action to suspend, dismiss or not renew said teacher.

4.5 Just Cause: No teacher with more than two years employment with the district shall be suspended, dismissed, or fail to have his/her individual teaching contract renewed except for just cause. Sufficient grounds for a just cause suspension or discharge shall include, but shall not be limited to, the following:

A. Incompetence.
B. Conduct unbecoming a teacher.
C. Failure to attend to duties.
D. Failure to carry out reasonable orders and directions.

The non-renewal, suspension and dismissal of teachers may be appealed by either 16 V.S.A. Section 1752, or the grievance and arbitration procedure of this Agreement. The election of one method of appeal shall preclude the other.

4.6 Written Reprimands: Any written reprimand received by a teacher from the administration shall include information documenting the basis for the reprimand. Additionally, any teacher receiving such reprimand shall be given the opportunity to attach a written response to this reprimand and have that placed in the teacher's file along with the written reprimand.

4.7 Probation: Any other provision of this Agreement notwithstanding, during the first two (2) years of employment with the District, a teacher may be issued one (1) year probationary contracts. During this period of probation, any action to suspend, dismiss or not renew said teacher's contract shall not be subject to the grievance procedure of this Agreement. During this period of probation, an individual who is given notice of suspension, dismissal or non-renewal of contract may appeal said notice pursuant to the process set forth in 16 VSA, § 1752.

4.8 Discipline:

A. The Principal may require a teacher to appear before him/her in response to a potential disciplinary matter.

B. Whenever a teacher is issued a written notice of discipline, said notice shall include a description of the events prompting the discipline and a description of the corrective action expected of the teacher. This shall not apply to ordinary suggestions, corrections, directives and advice provided to a teacher as a part of the normal supervision and evaluation of teachers.

C. Whenever a teacher is required to appear before the Superintendent or the Board concerning any potential disciplinary matter which could lead to the teacher being disciplined, suspended or non-renewed, he/she shall be advised of the purpose

of the meeting at least twenty-four (24) hours in advance of the meeting unless immediate action is necessary. At the teacher's option, he/she shall be entitled to Association representation at such meeting.

ARTICLE V: GRIEVANCE PROCEDURE

Acknowledgement of Arbitration

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

5.1 Grievance: A "grievance" is a claim by a teacher or the Association that there has been a violation of the terms of this Agreement. Under no circumstances shall any matter which is not a part of this Agreement be subject to this procedure.

5.2 Time Limits: No grievance shall be considered valid unless it is submitted at Step 1 of the grievance procedure herein within twenty (20) days of the first occurrence that gave rise to grievance. Failure by the grievant or the Association to adhere to these procedures within the specified time period shall terminate the grievance as null and void. Failure of the appropriate administrator or Board representative to render a decision within the specified time shall be construed as a denial of the grievance and the grievant may proceed to the next step. For purposes of this Article, "days" shall consist of those days when school is in session. Between June 1 and September 1, all days shall consist of weekdays (Monday through Friday) exclusive of legal holidays as defined by Title 1 VSA § 371. Time periods specified in this Article may be extended by mutual agreement, in writing, between the grievant and the Superintendent.

5.3 Representation: The grievant shall, at all steps of the grievance procedure herein provided for, be entitled to be represented by a representative of the Association. At no time shall an Administrative Official of the District represent the grievant.

5.4 Procedure: Each grievance shall be submitted in writing, and shall include a statement of the issues being grieved as well as reference to the specific provisions of the Agreement alleged to have been violated and the specific remedy sought. The grievance shall at all times and throughout all steps of the grievance procedure remain the exclusive property of the grievant, who shall retain the right to withdraw the grievance at any time or at any step of the grievance procedure. The grievance may be withdrawn at any level without establishing precedent. Nothing contained within this grievance procedure shall be construed as limiting the right of an employee to discuss a complaint informally with his supervisor to having the dispute adjusted without the

intervention of the Association, provided such adjustment is consistent with the terms of this Agreement. Should such informal process fail to resolve the grievance, then the procedure set forth below shall be initiated:

STEP 1 - The grievant shall forward a written copy of the grievance to the Principal in the format indicated above. A copy thereof shall, at the same time, be filed with the Superintendent and the Association. The Principal shall schedule a meeting with the grievant to take place within five (5) days of the receipt of the grievance. The Principal shall provide a written decision to the grievant, which shall include the reason upon which the decision is based, within five (5) days of said meeting.

STEP 2 - If the grievance is not resolved at Step 1, the grievant may appeal the Principal's decision by filing a written notice of appeal to the Superintendent within five (5) days of the date that the decision was due. Said appeal must include reasons for the grievant's dissatisfaction with the decision and the remedy sought. A copy thereof shall at the same time be filed with the Association. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days of receipt of the appeal. The Superintendent shall provide a written decision to the grievant, which shall include the reason upon which the decision is based, within fifteen (15) days of this meeting.

STEP 3 - If the grievance is not resolved at Step 2, the grievant may appeal the Superintendent's decision by filing a written notice of appeal within five (5) days of the date that the Superintendent's response was due. Said appeal must be filed in writing with the Chairman of the Board, together with written reasons for the grievant's dissatisfaction with the Superintendent's decision and remedy sought. Within fifteen (15) days of receipt of the appeal, the Boards shall arrange for a meeting with the grievant to hear the basis of the grievant's dissatisfaction with the Superintendent's response. The grievant may present the Board with such testimony and witnesses as he deems necessary to develop the facts pertinent to the grievance. Within seven (7) days of said meeting, the Board shall provide a written decision to the grievant, with copies provided to the Association.

STEP 4 - If a grievance is not resolved in Step 3, the Association may, within twenty (20) days of the deadline for receipt of the Board's decision, demand binding arbitration of the grievance. Such demand shall be in writing and sent to the Superintendent and shall include the reasons for the grievant's dissatisfaction with the Board's decision and remedy sought. The arbitrator shall be determined by mutual agreement between the Board and the Association. Should the parties be unable to agree upon the selection of an arbitrator within ten (10) days after the date of demand for arbitration, the Association shall file its request for arbitration with he American Arbitration Association ("AAA") pursuant to AAA's Voluntarily Rules. If the grievance is not submitted

to the AAA within twenty (20) days of being submitted to the Superintendent, the grievance shall be considered withdrawn.

5.5 The arbitrator's authority shall be limited to interpreting and applying the terms of this Agreement and he/she shall have no power to add to, subtract from, alter, disregard or modify any such provisions. The arbitrator shall be limited to the issues raised by the parties.

5.6. The expenses of the arbitrator's services shall be borne equally by the Board and the Association, however, each party shall be responsible for compensating its own representative and witnesses. If either party desires a transcript of the arbitration then that party shall bear the full cost of said transcript, including the cost of providing a copy to the other party.

5.7 Neither the Board nor the Association will take reprisals against any person because of his or her participation in this grievance procedure.

5.8 The Board and the Association will cooperate in the investigation of any grievance and will furnish each other with any information requested which is established to be pertinent to the processing of the dispute presently being grieved.

5.9 A grievance may be withdrawn or settled at any level without establishing a precedent.

5.10 Students who are minors shall, under no circumstances, be involved in the grievance meetings noted above unless written consent from a parent or legal guardian is filed with the Superintendent at least one (1) day prior to said meeting. The parent or legal guardian may be present at such meeting.

5.11 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant.

ARTICLE VI: WORKING CONDITIONS

6.1 Work Year: The work year of Norwich teachers will consist of the following: one hundred seventy-five (175) student contact days, five (5) in service days, five (5) days to be determined by the District.

6.2 Part-time Assignments: A part-time teacher's assignment shall include a pro rata amount of in service.

6.3 Extra Assignments: If a teacher is requested by the administration to perform services beyond his/her contracted assignment in a teaching capacity or other duties considered a part of their regular job description, he/she shall be paid at a per diem rate

equal to 1/185th of a full-time teacher's salary at that teacher's step and track placement or a pro rata portion thereof if the teacher is part-time. Employees offered special project opportunities such as curriculum or committee work and who choose to participate, shall be compensated at the per diem rate of 1/185 of the Track 1, Step 1 salary.

6.4 Mentoring: Whenever a teacher is selected by the administration to serve as a mentor for a newly hired teacher, he/she shall be paid a stipend of five hundred dollars ($500) per year (pro-rated for part-time or partial year service). Mentoring duties shall be as assigned by the administration; however, these duties shall be reasonably consistent with the following expectations.

A. One (1) meeting weekly between the mentor and the teacher.

B. Three (3) meetings per year between the mentor and members of the Administration.

C. Three (3) written reports, per year, to the Administration, prepared by the mentor.

D. Attendance at mentor training during the pre-school year in service training.

E. Other meetings and activities as agreed upon between the mentor and the teacher.

ARTICLE VII: LEAVES OF ABSENCE

7.1 Sick Leave:

A. Personal - Teachers shall be entitled to paid leave for absences due to personal illness and disability, including disabilities connected with or resulting from pregnancy, as set forth herein. Each teacher shall be entitled to fifteen (15) days of paid sick leave per fiscal year. Unused sick leave may be accumulated from year-to-year to a maximum of one hundred fifty (150) days per year and said accumulation shall be the maximum entitlement for any teacher. The District retains the right to request a doctor's verification of any illness or disability at its discretion.

B. Family - Up to five (5) days of a teacher's personal sick leave may be utilized by the teacher to attend to the illness of the teacher's spouse, parent, parent of the teacher's spouse, children, or member of the teacher's household. Additional leave may be taken in accordance with provisions of the FMLA; however, the five (5) days allowed above shall be considered as part of the district's total obligation under the FMLA.

C. Sick Bank - Each teacher may contribute up to three (3) days of his/her personal sick leave per school year to a sick leave bank. The maximum total accumulation of said bank shall be one hundred (100) days, and not more than one hundred (100) total days shall be used in any one school year. A teacher may utilize sick bank days after he/she has exhausted his/her personal sick leave up to the point in time he/she qualifies for the District's long term disability coverage or the point in time when such coverage is denied, whichever occurs first. A request for use of sick bank days must be made to the Superintendent. The decision as to whether or not to approve the use of sick bank days shall be at the sole discretion of the Principal and Superintendent of Schools in accordance with Policy GBRIBA-2. Medical certification may be required at the Superintendent's discretion. The Superintendent will provide notification to the Norwich Teachers' Association of the following: anytime a teacher requests days from the Sick Bank; the number of days approved for any request to withdraw days; and, the balance remaining in the sick leave bank following an approved request to withdraw days.

D. Each teacher's accumulated leave time will be printed and reported on their biweekly their pay stubs.

7.2 Bereavement Leave: Up to three (3) days per occurrence, not cumulative, shall be granted each teacher, subject to the approval of the Principal, because of a death of a person living in the teacher's immediate household or because of death in his/her immediate family. Immediate family shall be defined as parents, spouse, Vermont Civil Union partner, siblings, grandparents, children (including step/foster children and those for whom the teacher has been appointed guardian), grandchild and the corresponding in-laws of same. Bereavement leave may be extended (additional days and/or beyond immediate family) at the discretion of the Superintendent.

7.3 Personal Leave: Teachers shall be allowed up to four (4) days leave per year (non-accumulative) for the conduct of urgent personal business which could not otherwise be arranged outside of normal working hours. Personal leave may not be taken contiguous with school holidays or on teacher workshop days without the disclosure of a compelling reason and approval of the Principal. The Superintendent in his or her sole discretion may grant additional personal leave days.

7.4 Jury Duty Leave: The District shall provide paid leave when a teacher is required to serve on jury duty and the teacher shall remit to the District any fee received for serving on jury duty.

7.5 Military Leave: The District shall provide such leave as is required by federal and state law when a teacher serves in the armed forces of the United States of America.

7.6 Maternity Leave: - Notice of an employee's intent to utilize maternity leave shall be given by the employee to the Principal as early as possible. The District shall grant a

maternity leave due to disabilities connected with or resulting from pregnancy. Such maternity leave shall be granted upon receipt of a practitioner/physician's letter identifying that period of time when the employee is temporarily unable to work due to pregnancy, childbirth, or pregnancy related medical complications. A teacher shall use personal sick days for this leave. She may utilize sick bank days only after she has exhausted her own personal sick leave in accordance with Policy GBRIBA-2. Maternity leaves granted under this provision will be considered as running concurrent with leave allowed under the FMLA and the Vermont Parental and Family Leave Act (PFLA). Any accumulated personal sick leave days taken under this provision will be considered to be part of the district's total obligation under FMLA.

7.7 Parental Leave: - The Board shall grant a leave of absence for the remainder of the contract year to a teacher for the purpose of caring for a newborn or adopted child under the following conditions:

A. The leave shall be requested at least one (1) month in advance, except when an unforeseen medical condition or lack of advance notice from an adoptive agency precludes such notice. Any parental leave taken under this provision will be considered to be part of the district's total obligation under FMLA.

1. The leave shall be unpaid. Insurances provided by this Agreement may be continued at the teacher's expense after the twelve (12) week period allowed under the FMLA.

2. The father or partner (including adoptive), with as much notice as possible, can choose up to five days from their accumulated sick days of paid leave.

7.8 Family Leave: - During any rolling twelve (12) month period, the Board will provide a teacher who qualifies for coverage under the FMLA, with up to twelve (12) weeks of unpaid leave within a year following the initial placement of a child sixteen (16) years of age or younger with the teacher for the purpose of adoption; or due to the serious illness (as defined by the FMLA) of the teacher, teacher's child, stepchild, ward, foster child, parent, spouse, or parent of the teacher's spouse. All benefits, including medical insurance, will continue to be provided by the Board during this time; teachers will continue to pay the same portion of medical insurance premium costs as specified elsewhere in this Agreement.

7.9 Professional Leave:

A. Professional Leave which does not involve financial remuneration to the teacher: At the discretion of the principal, teachers may be granted leave to attend workshops or for other activities for professional improvement.

B. Professional leave for which teachers receive financial remuneration from outside sources: At the discretion of the principal, teachers may be granted paid leave to

conduct workshops or other professional activities for which they may receive outside remuneration. A teacher receiving any payment from an outside source for such an activity shall remit payment to the district up to the cost of the district's payment to the substitute for said teacher. Under this provision, the principal's decision as to whether or not to grant leave shall not be grievable. Guidelines for administering professional activities to teachers shall be governed by the provisions of the Professional Activities Policy, GBEA. Any changes to this policy must be by mutual agreement between the Norwich School Board and the Norwich Teachers' Association.

C. Teachers shall be granted no more than five (5) professional leave days in any given school year. The Superintendent in his or her sole discretion may grant additional professional leave days.

7.10 Other Leaves: A leave of absence for reasons not specifically set forth in this Article, which shall include but shall not be limited to extensions of specific leaves (sick, bereavement, personal, parental, etc.), may be granted with or without pay or benefits at the sole discretion of the Board; the exercise of said discretion shall not be subject to the grievance procedure of this Agreement.

7.11 Enrichment Grants:

A. The Board agrees to provide a fund of $21,000 for the purpose of funding enrichment grants during each school year of this Agreement. Neither the School Board nor the Committee (Article 7.11 E) is compelled to award the entire $21,000 should the committee conclude a deficiency of suitable proposals exists. Any funds not awarded for a school year shall lapse.

B. A teacher may submit an enrichment grant proposal for up to a maximum of $5,000.

C. Grants must be used to enrich the teaching of the recipients, and to further the educational goals of the District. Grants may be used for course work, study with an expert in his/her field, research for writing books or articles, independent study, individual curriculum work, etc.

D. Annually, the deadlines for the submission of proposals shall be April 1 and October 1. All proposals shall include the goal(s) of the enrichment grant. The committee shall act on all proposals within thirty (30) calendar days of the submission deadlines. The committee may award conditional approval pending modification of the proposal. In the case of conditional approvals, final approval shall be made within sixty (60) calendar days of the above referenced submission deadlines.

E. The enrichment grant committee shall consist of three (3) teachers selected by the Norwich Teachers' Association, the Marion Cross School Principal, and one (1) School Board member.

F. Within ninety (90) days after completing an enrichment grant project, the teacher shall submit to the committee a full written account of the project's activities, and a description of how the project met the goals of the proposal. The committee shall review this report and determine whether the goals were met. If the committee believes the goals were not met, it may make recommendations to the teacher as to how to meet the goals, and how to report this accomplishment. The committee may require the teacher to submit a revised report.

G. Funds for enrichment grants shall be disbursed under the same guidelines as other staff development funds. Advance funding of no more than 2/3rds of the total cost of the proposal from the subsequent year's enrichment grant budget may be available if approved by the committee. If during the last year of this contract, there is a successor agreement in place between the teachers and the board which includes enrichment grant funding, then the April round of applications may be approved and advance funding may be made. If there is no successor agreement between the board and teachers which includes enrichment grant funding, the April round of applications may be tentatively approved pending a successor agreement but no funding nor advanced funding will be approved.

ARTICLE VIII: COMPENSATION

8.1 Salaries: The salary schedule for teachers shall be as set forth in the appendices attached hereto. The District shall have the discretion to determine the appropriate credit to be granted to newly hired teachers for prior experience and educational attainment; once the appropriate credit is determined, the teacher shall be placed at the appropriate step and column on the salary schedule.

8.2 Salary Schedule Advancement:

A. Step - A teacher shall receive one (1) year of experience for each subsequent year of teaching in the District within the limits established in the salary schedule. Step increases shall not be withheld arbitrarily, capriciously, or without a basis in fact.

B. Column - A teacher shall be eligible for horizontal column movement based upon the earning of post-Bachelor degree course credit; or conference and workshop participation.

1. Column Advancement with Workshop/Conference Credits: All course and workshop hours that are to be counted towards column advancement must be

approved by the Local Standards Board and Superintendent prior to participation in a workshop or conference (not all workshops and conferences need be approved by the Local Standards Board for the purpose of column advancement even though these might be approved for recertification). The standard that shall be used by the Local Standards Board/Superintendent of Schools for the purpose of approval of workshops and conferences for column advancement shall be that activities must represent new rather than redundant professional development activities that represent significant opportunities for professional growth. No credit for column advancement will be granted for workshops or conferences which, in the judgment of the Local Standards Board/Superintendent, represent areas in which an individual has already achieved familiarity or competence, even though such workshop and conference experiences might be approved for the purpose of recertification hours. Also, credit for column advancement shall not be granted for multiple workshop experiences that in the judgment of the Local Standards Board/Superintendent are unrelated and not part of a cohesive plan to pursue development in a specific area. Additionally, no credits shall be granted for column advancement for activities such as independent reading, travel, or other activities in which contact hours involved in the professional growth cannot be clearly documented. For those conferences and workshops approved by the Local Standards Board and Superintendent for column advancement, individuals may accumulate up to seventy-five hours (five credits) in any given school year. Hours earned beyond this limit may be counted for recertification but may not be used for column advancement. Also, hours accrued beyond the seventy-five may not be carried over to another school year for purposes of column advancement.

2. Column Advancement with Graduate Course Work: for post-Bachelor course credit, the Local Standards Board and Superintendent must have approved such course credit. In the case of salary schedule movement beyond a Master's degree, such course credit may have been earned prior to the attainment of the Master's degree provided credits are at a graduate level and have not been used toward the successful completion of the Master's degree. Column advancement may not be granted until such time as an approved grade report or transcript is received from the institution from which the course was taken indicating performance at a B or better level. For courses not awarding a letter grade, a "passing" indication will suffice. Audited courses may not count for column advancement.

C. Teachers who plan to advance a column must notify the Superintendent of Schools between September 1 and December 1 preceding the school year in which column advancement is anticipated. For example, if a teacher believes he or she will be eligible for a track advancement for the year beginning September 1 20x7, he or she must notify the superintendent in writing between September 1, 20x6 and December 1, 20x6.

1. In order to actually receive the planned column advancement, a teacher must provide the Superintendent with documentation from the institution or group sponsoring the workshop/course that necessary credits have been earned, accompanied by a written request for column advancement.

2. Continuing the above example, if appropriate documentation is received prior to September 15, 20x7, a teacher's compensation for that school year (i.e. 20x7-x8) will be based on the full amount of salary indicated on the salary schedule for the column to which he/she has advanced. If documentation is received after on or after September 15, (in this example, September 15, 20x7) the salary increase for the teacher will be prorated, as follows:

--If documentation is received on or after September 15, 20x7 but before December 31, 20x7 the advancement to the higher salary will be effective as of January 1, 20x8.

--If documentation is received on or after January 1, 20x8 but before March 31, 20x8 the advancement to the higher salary will be effective as of April 1, 20x8.

--If documentation is received on or after April 1, 20x8 the advancement to the higher salary will be effective as of the beginning of the subsequent school year, 20x8-x9.

8.3 Insurances: The District agrees to provide insurance coverage for full-time employees as set forth herein, subject to the eligibility requirements of the individual insurance carrier. Said insurance coverage shall be provided with the recognition that the District shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such claim. Further, the District shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage set forth in this Agreement. After prior consultation with the Association, the District may change the insurance carrier or plan set forth herein provided the resulting coverage is comparable to that provided by the carrier or plan set forth herein.

A. Medical Insurance

1. Effective January 1, 2018, the District shall offer the following VEHI Health Plans to employees who participate in the District's health insurance program:
   1. VEHI Platinum
   2. VEHI Gold
   3. VEHI Gold – CDHP
   4. VEHI Silver – CDHP

The District will contribute 82% of the premium cost for the VEHI Gold – CDHP Plan for single, 2 person (adult), parent/child(ren), or family coverage. The Board contribution to the premium for the VEHI Platinum, VEHI Gold, or VEHI Silver-CDHP plans shall be limited to a dollar amount equal to the dollar amount the District contribution for the VEHI Gold-CDHP Plan; the employee shall pay any difference in the premium cost through automatic payroll deduction.

2. Health Reimbursement Arrangement: The District shall offer an integrated Health Reimbursement Arrangement ("HRA"), including both RX (prescription) and medical expenses to teachers enrolled in one of the VEHI Plans. The HRA shall cover all medical deductibles, co-insurance, copays, and RX costs ("medical expenses"). For teachers enrolled in the Gold CDHP Plan, the teacher shall pay the first dollar amount of medical expenses as defined herein up to the following amounts: single - $400; two person, parent/child(ren) - $800; and family - $1,200 of the medical maximum out of pocket cost for the respective levels of coverage. The Board will pay the remaining $2,100 annually for a single plan and $4,200 annually for a two-person/parent child(ren) plan or $3,800 annually for a family plan. In the event a teacher elects a plan other than the Gold CDHP Plan, the Board will be obligated for up to the last $2,100 annually for a single plan and $4,200 annually for a two-person/parent child(ren) plan or $3,800 annually for a family plan of out of pocket expenses with the teacher paying any other out of pocket health expenses. The District shall select an HRA administrator and shall pay the monthly administrative costs. The HRA shall not include a rollover from one year to the next, but shall provide for a 60-day run out for expenses from one year to the next. Benefits under the HRA shall be pro rated during the plan year based on the employee's date of hire. The Board shall have the authority to determine all other administrative determinations regarding the HRA.

3. In the event that a teacher elects not to be covered by the Blue Cross/Blue Shield plan provided herein, he/she shall be paid the sum of $1,250 at the close of the school year for which he/she waived coverage.

4. Medical Insurance for Retirees: Any member of the Norwich Teachers Association who 1) has been employed as a teacher for at least twenty years, at least the last fifteen of which shall have been as a teacher at the Marion Cross School, and 2) has attained the age of 55 or has taught for a total of 30 years prior to June 30 of the teacher's final active teaching year, will be eligible for medical insurance coverage at retirement, as follows. The District will pay the difference between the total premium for single person medical insurance for the retired teacher and the amount subsidized by the Vermont Retirement System, until the retired teacher becomes eligible for Medicare benefits. In other words, single person medical insurance will be provided to the retired teacher, with total premiums being paid by a combination of contributions from the Norwich School District and the Vermont Retirement System.

Teachers will qualify for this extended medical insurance benefit only if they are not eligible for equivalent insurance benefits from another employer.

Provisions outlined in this paragraph will expire on June 30, 2019.

B. Dental Benefit: The School Board will fund the cost of a single person plan per employee per year for a program to provide dental benefits to bargaining unit employees. This funding shall be provided on a pro rata amount based on the full time equivalent status of the employee.

C. Life Insurance - The District shall provide and pay the full premium for a term life insurance policy for each teacher with a face value of fifty thousand dollars ($50,000).

D. Long Term Disability Insurance - The District shall provide and pay 100% of the premium cost for long term disability insurance. Basic benefits of this policy are as follows:

1. In the event of disability, the policy will pay the disabled employee an amount equal to 70% of his/her salary, not to exceed $3,000 per month. "Salary" is defined as "insured's earnings" in effect from the employer for the 12-month period immediately prior to the date disability begins. Annual salary does not include bonuses, overtime pay, and extra compensation. Benefits will be subject to all applicable taxes.

2. To be eligible for disability insurance payments, the employee must have been disabled for 180 consecutive calendar days and must have exhausted all sick leave benefits.

3. The policy will included a "zero day residual" feature, as per insurance carrier contract language. This feature permits the insured to be partially or totally disabled throughout the elimination period to qualify for LTD benefits.

4. Once disabled, benefits will continue until that employee reaches ages 65, but may continue beyond age 65 if the employee was between the ages of 60 and 69 when the disability occurred.

5. Employees on disability will be eligible for five cost-of-living adjustments at 3% each, on each anniversary of the benefit payments.

6. The Board may select coverage which provides additional benefits to, but never less than, those listed above. Copies of the detailed policy will be made available to all employees.

E. Section 125 Plan. The Board agrees to administer a Section 125 Plan for teachers. This plan benefit may be utilized for insurance premium conversion, dependent care expenses, and medical reimbursement. Medical reimbursement shall be allowed to a maximum deferral of $2,500 or such lesser amount as required under federal law.

8.4 Teachers may elect to be paid in either twenty-two (22) or twenty-six (26) substantially equal installments starting with the first Friday that is a payday after the teachers return to work following the summer break. The final paycheck will be made on the next regular payroll cycle after the last contract date worked. In no case shall the final installment be made until the contract has been fulfilled to the satisfaction of the superintendent.

8.5 Part-Time Teachers: The District shall make the contributions toward insurance costs as provided in this Article for teachers who are issued an individual teaching contract for less than 100% assignment on a pro rata basis provided said teacher's assignment is at the 50% or greater level. Teachers issued individual teaching contracts for less than the 50% level shall be entitled to coverage under the insurance plans covered by this Article at the teacher's own expense.

8.6 Course Reimbursement:

A. All Members of the Bargaining Unit:

The District shall reimburse each employee covered under this agreement up to the cost of three University of Vermont graduate credits per year for graduate and undergraduate courses approved by the Local Standards Board and Superintendent, seminars, or workshops. Undergraduate credits may be reimbursed only if such professional development is approved by the administration in order to fill a need of the School District. Reimbursement will be made only after the employee's staff development activity has been approved by the Local Standards (for activities which are part of the employee's Individual Professional Development Plan, and for which hours will be credited towards the relicensing), or the principal (for other staff development activities). The Board's total tuition reimbursement expense under this subsection (8.6A) shall not exceed $40,000 per year.

B. Members of the Bargaining Unit who are Pursuing an Advanced Degree:

In addition to the reimbursement outlined in Article 8.6.A above, the District shall reimburse each employee covered under this agreement, who is pursuing an advanced degree, up to three thousand dollars ($3,000) per year for graduate level course work at an accredited institution of higher learning. To qualify for this additional reimbursement, an employee must notify the principal of his/her intent to pursue an advanced degree prior to enrolling in a graduate level course

and produce documentation from the college or university of matriculation into the program. Reimbursement will be made only after the employee's expenses have been approved by the principal. The Board's total tuition reimbursement expense under this subsection (8.6B) shall not exceed $9,000 per year.

C. Conditions:

To qualify for reimbursement under Articles 8.6.A and 8.6.B, the request for reimbursement, together with proper documentation of expenses, must be furnished to the Marion Cross School secretary no later than thirty (30) days following completion of the activity. Reimbursement may not be granted until such time as an approved grade report or transcript is received from the institution from which the course was taken indicating performance at a B or better level. For courses not awarding a letter grade, a "passing" indication will suffice. Rules governing the reimbursement of expenses will be found in the document titled Norwich Staff Development Expense Reimbursement Guidelines, as revised.

8.7 Mileage: When a teacher uses his/her personal automobile for District work at the direction of the District, he/she shall be reimbursed at the current IRS rate.

8.8 Annuity: The Board will match an annuity contribution of up to 4% of salary by each teacher employed by the District on May 9, 2011; teachers not employed by the District on the above date will receive a 2% matching contribution by the Board. Enrollment in the program must be completed by August 31 in order to receive the full year's benefit. Matching contributions by the Board for professional employees who enroll after this date will be on a pro rata basis.

Article 8.9: Early Retirement

After a minimum of eighteen (18) years of service in the district, an employee meeting the minimum eligibility requirements of the Vermont Retirement system may enroll in the following program. Employees who have worked part-time are eligible for this program on a pro-rated basis if they have the equivalent of eighteen (18) years of full time service.

a) Early retirement must occur no later than June 30 of the school year in which the employee reaches age sixty-two (62).

b) An employee electing to retire early shall notify the School Board of his/her intent to retire early by submitting a letter of resignation to the SAU office no later than December 1 requesting early retirement effective July 1 of the following calendar year. This letter represents a commitment that cannot be withdrawn after sixty (60) days following its submission. Notices of early retirement submitted at other times may be considered at the discretion of the Superintendent.

c) The early retirement stipend shall be equal to 132% of Track 1, Step 1 of the Salary Schedule in effect during the last year of the employee's employment, and shall be paid in equal monthly installments over a period of seven (7) years commencing with the month following the retirement date. Retirees may designate a beneficiary to whom payments will be made in the event of death before the complete payment of the stipend. In the case of no designated beneficiary, payments will be made to the estate of the deceased retiree.

ARTICLE IX: NO STRIKE CLAUSE

9.1 The Board and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The Association agrees, therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation thereof during the life of this Agreement, and the Board agrees that there shall be no lockout.

ARTICLE X: SEVERABILITY

10.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. The parties shall meet as soon as possible to negotiate a substitute provision.

ARTICLE XI: FINAL RESOLUTION

11.1 This Agreement represents the final resolution of all matters in dispute between the parties, constitutes the entire Agreement between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

11.2 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XII: REDUCTION IN FORCE

12.1 No teacher will be laid off under the provisions of this Article if the reduction in staff can be accomplished by normal staff turnover.

12.2 Notification to Association: The Association shall be notified of any contemplated reduction in force, stating curricular area and staff member as early as possible, but no later than April 1, for any reduction scheduled to take effect in September of the following school year. In the event of a defeated budget, the Board decision on reduction in force shall be made no later than 15 days following the passage of the annual school district budget, provided this is no sooner than April 1, or not later than June 15 of the school year preceding the proposed reduction, whichever comes first.

At the request of the Association, the Board will provide an opportunity to discuss the need for a reduction in staff. This will be a meeting before the Board and shall be held prior to a formal Board decision regarding staff reduction.

12.3 Notification to teacher: Any teacher or teachers involved will be notified in writing of any intended reduction of staff on the same schedule as the notification to the Association shown above. Written notification will only occur after a meeting between the teacher(s) involved and the Principal. The teacher(s) may have a representative of the Association present at such meeting.

12.4 Selection of teachers for layoff: Provisions of Article 12 shall apply only to teachers on continuing contract. Teachers shall be laid off in reverse order of seniority within a teaching category: classroom teacher, special subject area teacher, special education teacher, guidance counselor. Seniority will be based on the number of continuous years of professional service in the Norwich School District. Time spent on sabbatical leave shall be counted as part of continuous service. Time spent on approved personal leave will be subtracted from total service, but will not be considered an interruption of service.

Part-time teachers will accrue seniority in the same manner that they advance on the pay scale; i.e., they will earn a year of service regardless of the part-time nature of their employment.

In the event of teachers having equal seniority, the determination shall be based on the following criteria in order:

A. Prior experience in the District, which shall include all other service before the current term of continuous service;

B. Ability to perform the work in question as determined by the Administration.

Should the Board deem it necessary to eliminate or reduce a position other than classroom teacher, the teacher(s) affected shall have the right to displace other employees as defined in Section 12.6.

12.5 Seniority List: The Board agrees to establish and publish a seniority list during the first quarter of each year. Teachers shall have the right to challenge their place on this list by serving notice of the challenge directly to the Administration within ten calendar days of the list's publication.

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

A. Written notice to displace a less senior teacher is given by the teacher to the Superintendent and the Principal with a copy to the Association within ten calendar days after a teacher is notified that he or she is to be laid off. Within ten calendar days after the Superintendent and the Principal receive such notification, the Principal will notify the less senior teacher that he or she is to be displaced.

B. The laid-off teacher exercising displacement rights is certified by the Vermont Department of Education to perform the work. In the event that a teacher is required by the Administration to take additional training, then the costs of such training will be paid for by the District.

C. A teacher may accept layoff instead of exercising his or her right to displace another teacher. In such case, said training may occur during the recall period and the teacher shall be recalled as defined in Section 12.7.

D. A teacher who is to be displaced pursuant to this Section will have the same rights to displace a less senior teacher.

12.7 Recall rights: If there is a vacancy in the Norwich School District, laid-off teachers who are qualified to perform the work in question will be recalled in seniority order. Teachers shall retain the right to recall for a period of three years from the effective date of layoff, which is September 1. It shall be the responsibility of the teacher to keep a current file with the Administration. Notice of recall will be given by registered mail to the last address given to the Board by the teacher or teachers. If a teacher fails to respond within twenty-one days, he or she will be deemed to have refused the offered position and to have waived recall rights under this Agreement. A teacher may refuse an offer and maintain recall rights if the position offer results in a change of the teacher's position from full-time to part-time.

Article 12.8 Insurance: In the event that the laid off teacher is unable to find other employment, the School District agrees to comply with the federal COBRA law,

permitting him or her to buy the current medical insurance coverage for eighteen (18) months at the group rate which the school district pays.

12.9 A teacher who is laid off shall, if he or she desires, have priority on the substitute list.

ARTICLE XIII: DURATION OF AGREEMENT

13.1 This Agreement shall take effect July 1, 2019, and shall continue in full force and effect until 12:00 midnight, June 30, 2020, and from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other as provided herein.

For the Norwich Teachers Association

13 JUNE 2019
Date

For the Norwich Board of School Directors

6/14/19
Date

Appendix: Salary Schedule

NORWICH TEACHERS
2019-20 Salary Schedule
Increase: 1.90%

STEP	TRACK 1 BA	TRACK 2 BA+15	TRACK 3 BA+30	TRACK 4 BA+45, or MA	TRACK 5 MA+15	TRACK 6 MA+30, or 2 MA's	TRACK 7 MA+45, 2 MA's15, or PhD
1	44,837	46,630	48,424	50,217	52,011	53,805	55,599
2	47,079	48,872	50,666	52,459	54,254	56,047	57,840
3	49,321	51,114	52,907	54,702	56,495	58,289	60,082
4	51,562	53,357	55,150	56,944	58,737	60,531	62,324
5	53,805	55,599	57,392	59,186	60,979	62,772	64,566
6	56,047	57,840	59,634	61,427	63,221	65,014	66,808
7	58,289	60,082	61,876	63,669	65,463	67,256	69,049
8	60,531	62,324	64,118	65,911	67,704	69,498	71,291
9		64,566	66,359	68,153	69,946	71,740	73,533
10		66,808	68,601	70,395	72,188	73,981	75,775
11		69,049	70,843	72,636	74,430	76,223	78,017
12		71,291	73,085	74,878	76,672	78,465	80,258
13			75,327	77,120	78,913	80,707	82,500
14			77,568	79,362	81,155	82,949	84,742
15			79,810	81,604	83,397	85,190	86,984
16							89,227
17							91,468