

***Franklin West Supervisory Union***

**Professional Staff  
Collective Bargaining  
Agreement (CBA)**

*Franklin West Education Association  
7/1/2026 - 6/30/2028 (FY27 & FY28)*

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## ***Preamble***

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

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

## ***Article 1: Recognition and Responsibilities of Parties***

- 1.1** The Board recognizes the Association as the exclusive representative for collective bargaining purposes concerning wages, fringe benefits, related economic conditions of employment, procedures for processing complaints and grievances relating to employment, and other matters mutually agreed on not in conflict with the statutes and laws of the State of Vermont for all teacher personnel based upon a petition by a majority of the teachers as defined by Vermont Statute (16 V.S.A. § 1981-2010) respecting labor relations for teachers, but excluding all other employees.
- 1.2** Unless otherwise indicated, the term “teachers” when used in this Collective Bargaining Agreement (CBA) (hereafter referred to as the “Agreement”) shall refer to all professional employees represented by the Association in the negotiating unit as defined above, including any person working under a license issued by the Agency of Education or other professional license issued by the State of Vermont (e.g., OT, BCBA, SLPA, SLP, Psychologist, and Associate School Nurse, etc.).
- 1.3** The term “administrators” when used hereafter in this Agreement shall refer to those professional employees who serve in the administrative and/or supervisory capacity as defined in 16 V.S.A. §1981(1).

## ***Article 2: Procedure for Negotiation and Ratification of Agreements***

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

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

### ***Article 3: Severability and Supremacy***

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

### ***Article 4: Duration***

- 4.1 The provisions of this Agreement will be effective as of July 1, 2026, and will continue in full force and effect until June 30, 2028. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year, unless either the Board or the Association gives notice, in writing, to the other, not later than November 1<sup>st</sup>, one year prior to the expiration date or anniversary thereof, of its desire to reopen this Agreement and to negotiate over the terms of a successor Agreement.

### ***Article 5: Teacher Rights and Protections***

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

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

The teacher will be given the opportunity to respond to and/or rebut any complaint brought to their attention. In the event an investigation is conducted, said opportunity to respond shall occur prior to the conclusion of the investigation. Once every two (2)

school years, a teacher may request the removal of documents from their personnel file which they believe are obsolete or otherwise inappropriate for retention. Such requests shall be submitted to the Superintendent in writing and the Superintendent may grant or deny said request, in whole or in part, at their discretion.

- 5.9 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Teachers shall immediately report to their building administrator if they are threatened or harmed in connection with their employment. See the Student Conduct & Discipline Policy.
- 5.10 A teacher shall be reimbursed a maximum of \$1,000 per occurrence for the loss, damage, or destruction of any of the teacher’s personal property because of vandalism by students while on school property or at school functions provided due care had been exercised by the teacher. If the teacher’s damaged/vandalized property, including vehicles, is protected by personal insurance, the district will pay the deductible up to the limit of this article. Proof of loss or damage by vandalism shall lie with the teacher making the claim. All claims shall be made in writing to the principal within two (2) school days after a teacher has become aware of the loss or by June 30, whichever is sooner.

**Article 6: Conditions of Employment**

**6.1**

A. Teachers shall be available as follows:

<b>REQUIRED DAYS</b>	<b>7/1/26 - 6/30/28</b>
Student Days	176
Inservice / Professional Days	8
Parent/Teacher Conference, Open House, and related activities	2 unscheduled days
<b>Total Days</b>	<b>186</b>

B. Under normal circumstances, Educators shall not be permitted to use personal days during inservice or early release days. Teachers who are part time are required to attend in-service days in accordance with the percentage of their FTE. The schedule shall be set by the building principal.

- C. Teachers new to the district shall be required to attend two (2) days of orientation during their first year of employment and shall be paid at their per diem for such attendance.
- D. The President of the Association shall be consulted in regards to the proposed FWSU Calendar by April 1st of the preceding year.

## **6.2 Work-Day Provisions for All Teachers**

- A. It is understood that teachers are professionals and as such will invest the needed time each work day to complete all their responsibilities. Thus, the normal teacher work day shall be no longer than 7.5 hours as determined by the Administration each year, except for one day per week where a regularly scheduled staff meeting occurs.
- B. All teachers shall be provided with a daily prep period equal to one (1) class period, but no less than forty (40) continuous minutes each day, with no less than two hundred fifty (250) prep minutes per week. Prep time will be substantially equal each day. FWEA and the Superintendent will verify each year. Teachers will also be provided with fifty (50) minutes of shared collaboration time each week.

The preparation period shall be used at the teacher's discretion for instructional planning, assessment, parent communication, and other professional responsibilities.

- C. Teachers shall be provided a duty-free lunch period of thirty (30) continuous minutes between 10:30am and 1:30pm. Teachers shall not be required to perform lunchtime supervision of students during their duty-free lunch period.

## **6.3 Provisions for All Teachers**

- A. The Board agrees to use its best efforts to provide space within the school for the exclusive use of the teachers. The space or spaces shall be of sufficient size to function as a work space for the high school, middle school, and elementary school teachers. It is recognized that it is desirable that the space be centrally located. The decision of the Board shall be final and not subject to grievance.
- B. Teachers may apply or be asked to work up to twenty (20) days per year in a leadership position. The said positions will be two years in duration and will not automatically be renewed. Assignment of positions is based upon an application process.

## **Article 7: Contract Issuance**

- 7.1 If a teacher is not notified that they will not be re-employed by April 5th, they shall receive a contract for the following year. Professional contracts shall be delivered to rehired teachers by April 15th, and they shall be returned no later than April 30th. If not returned by April 30th, the position shall be declared vacant, unless an extension of

time has been granted for up to an additional fourteen (14) calendar days in writing by the Superintendent. Teachers must email renewed licenses to HR prior to their license expiration date, or their contract is invalid, thus no pay or benefits will be associated with their position, unless an extension of time has been granted in writing by the Superintendent due to issues outside of the teacher's control.

- 7.2** Except as otherwise provided in this Agreement, a teacher shall not be disciplined, reprimanded, reduced in seniority or compensation, demoted, transferred, suspended, dismissed, or fail to have their contract renewed without just cause. In no case shall this be done publicly, unless so requested by the teacher. Unless otherwise noted in this Agreement, a teacher who is suspended, dismissed, or has their contract non-renewed may appeal said action pursuant to the grievance procedures of this Agreement or the procedure set forth in 16 V.S.A. § 1752.

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

The election of one method of appeal shall preclude access to the other method. A teacher who is to be non-renewed shall be so informed by April 5th of the school year preceding the non-renewal. The intent not to renew is only valid if the administration has satisfactorily completed the Intensive Plan of Assistance described in the Professional Staff Evaluation System prior to April 5th. Otherwise, the teacher contract will be renewed.

- 7.3** Whenever a teacher is required to appear before the Board, a committee thereof, or the Superintendent of Schools regarding a matter which could lead to the teacher being disciplined, terminated, or non-renewed, they shall be advised of the purpose of the meeting in advance of the meeting unless immediate action is necessary. Advance notice shall be defined as a mutually agreed upon time not to exceed twenty-four hours. At the teacher's option, they shall be entitled to Association representation at such meetings.
- 7.4** Whenever a teacher is required to meet with a building Principal, when a matter connected with the discipline of the teacher is to be discussed, the administrator shall provide advance notice of such a meeting, unless immediate action is necessary. Advance notice shall be defined as a mutually agreed upon time not to exceed twenty-four hours. At the teacher's option, they shall be entitled to Association representation at such meetings. It is understood that this advance notice requirement shall not apply to a meeting regarding such issues as evaluation and supervision of teachers; however, if such a meeting should evolve into a discussion of a disciplinary matter, the teacher shall be entitled to recess the meeting until such time as the notice and representation requirements of this section have been met.

**7.5** Any other provision of this Agreement notwithstanding, during the first two years of employment within any entity within the FWSU, a teacher shall be issued one (1) year probationary contracts. During said probationary period, the Board's decision to suspend, dismiss, or not renew a teacher's contract may not be grieved pursuant to the provisions of this Agreement. Said probationary teachers shall receive notice of the Board's intention to not renew their contract on or before April 5th. Said probationary teacher shall retain their statutory appeal rights as provided by 16 V.S.A. Section 1752.

The probationary period will include the following conditions:

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

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

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

**7.8 FWSU Involuntary Transfer**

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

## **Article 8: Salary and Benefits**

### **8.1 Salary Placement**

A teacher employed by FWSU or one of its district schools shall be placed on the salary schedule identified in **Appendix A1 for FY27 & Appendix A2 for FY28**.

Years of experience will be rounded to the nearest year.

(For example, 1.25 yrs exp = step 1 & 1.50 yrs exp = step 2.)

Experience/Step credit will be limited to the maximum of the respective column of the educational level (BA, BA+15, BA+30, MA, MA+15, or MA+30).

**A. New Teachers** - Upon ratification of the Collective Bargaining Agreement (CBA), experience will be granted at the same step for each year at a public, parochial, or private domestic accredited institution (the teacher must be licensed & employed as a teacher for each year of experience to be considered). For example, if a teacher enters with 6 years of experience, they will be placed on step 6. New Teachers are not eligible for horizontal movement during their first school year of employment.

#### **B. Returning Teachers:**

- FY27 Teachers will receive a step increase from FY26.

- FY28 Teachers will receive a step increase from FY27.

- Teachers identified in **Appendix B1: Additional Step Increase** will receive an additional step increase so their teaching experience will match their step placement by FY28, not to exceed the maximum allowable steps in the applicable column.

- Teachers whose experience exceeds the bottom step of their salary schedule column will be placed on the bottom step of their salary schedule column unless their pay increase is less than \$1,055 per 1.0 FTE. See Article 8.2B for vertical step limits when teachers off-step return to the salary schedule by completing a horizontal movement. (For example, a teacher off-step in the BA Column that returns to the BA+15 Column).

- Teachers identified in **Appendix B2: Off-Step & Returning to Salary Schedule** will return to the salary schedule as listed or they will be off-step & will receive a \$1,055 pay increase per 1.0 FTE over their previous Fiscal Year salary.

**C.** Any errors in a teacher's contract caused by the district shall be corrected retroactive to July 1 of the current school year.

### **8.2 Horizontal Movement**

**A.** In order to move horizontally on **Appendix A**, the credits must be:

1. Credits recognized as graduate credits or part of an approved program of studies beyond a Bachelor's degree at an accredited college or university, or
2. Credits taken for professional growth and submitted to the Administration for their approval before the course commences.

- B. All credits earned with a grade of at least a “B” in accordance with Article 8.2 (A) 1-2, shall be eligible for use towards horizontal movement. Only one column movement per year, except in the case of movement from the BA+15 to the MA column after attainment of a Master’s Degree. Only one vertical step may be earned in any 12-month period unless the teacher is identified in **Appendix B1: Additional Step Increase**. Credits earned before receiving a Master’s degree, but not credited towards the attainment of the degree, can only be applied toward MA+15 provided these credits were not used prior during a horizontal movement.
- C. Teachers who earn horizontal movement shall be restricted on step movement consistent with Article 8.1.
- D. New hires are not eligible for Horizontal Movements in their first school year of employment.

**8.3** All degrees and credits earned must be submitted via email in the form of a transcript/diploma by the teacher to Human Resources in order to receive a salary adjustment consistent with the terms of this Agreement. Payroll adjustments for courses completed during the spring and summer shall be made in October if submission of proof of completion to the Superintendent occurs on or before October 1<sup>st</sup>. This payment shall be retroactive to the first pay period of the school year. Payroll adjustments for courses completed during the fall semester and submitted with proof of completion of such courses by March 1<sup>st</sup> shall result in payroll adjustment in March. This adjustment shall be retroactive to the 14<sup>th</sup> payroll. Per Article 10.5, “Notification, to occur by November 1<sup>st</sup> through a process defined by the Superintendent, must include the number of credit hours to be reimbursed, and whether any horizontal movement on the salary schedule will occur.”

#### **8.4 Salary Schedules**

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

#### **8.5 Part-Time Teachers**

- A. Pay for part time teachers shall be based on the fraction of their assigned student contact time. Student contact time shall be established annually no later than June 15<sup>th</sup>. In the interim part time status will be computed on the basis of current daily contact.
- B. The Board and the Association agree that a dedicated full-time professional staff best serves the educational process and that the number and duration of part-time professional employees should be kept to the minimum necessary. In the spirit of such agreement, part time teachers and other professionals shall be assigned substantially continuous hours of professional employment to the greatest extent possible.
- C. The normal school day for part-time classroom teachers and other professionals shall require them to be at or near their assigned area at least ten (10) minutes

before their assignment begins and stay at least ten (10) minutes after their assignment ends. However, job-related circumstances may, on occasion, take teachers away from their classrooms at these times.

- D. The normal school day for part-time teachers shall also require a fractional planning period equal to their fractional day, in accordance with Article 6.6. If a part-time teacher is required to remain at school during a lunch period, that time shall be included as part of their required fractional planning period.
- E. Each part-time teacher shall accrue leave, continuing education reimbursement, insurance, and any other benefits provided on a fractional basis in accordance with the provisions of the appropriate articles of the Agreement. Health insurance benefits for part-time teachers will be based on the carriers' eligibility requirements.
- F. All part time teachers shall be informed in writing of their specific daily assignment (in accordance with Article 8.6 A-E) no later than the teacher's first scheduled day with students. A copy of all part time teachers' assignments shall be forwarded to the Association.
- G. When a part-time teacher who is employed by the District accepts an additional long-term substitute position, they shall be afforded the additional pro-rated benefits and placement on the salary schedule. A long-term substitute agreement shall be considered beyond twenty (20) substantially consecutive workdays in the same substitute position, and pro-rated benefits and placement on the salary scale shall be retroactive to the beginning date of the additional assignment.

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

- A. Each teacher shall be paid in twenty-six (26) substantially equal payments per annum. A teacher will receive their remaining paychecks in June. All teachers will participate in the direct deposit program.
- B. Teachers who are required and employed to perform their regular duties at a time other than the normal contract year shall be paid on a per diem basis of their annual contract with approval by the School Board. The Board and the Association agree that if the need arises to authorize per diem pay for performance of regular duties at a time other than the normal contract year, every effort shall be made to fairly determine the time required and the individual(s) eligible to perform the duties. All work performed at a per diem rate shall be documented by the individual.
- C. Teachers who are not required but who perform professional tasks that are beyond the usual contract requirements, including but not limited to coverage of classes during prep time and are identified and approved by the administration shall be paid \$42.50 per hour.

- D. A teacher who teaches a graduate level course sponsored by the District or Supervisory Union shall be compensated as follows:

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

**8.7 Payroll Deductions**

- A. The Board agrees to deduct from teachers' salary dues for the Association, Vermont-NEA, and the National Education Association, as said teachers individually and voluntarily authorize said deductions. Authorization shall be continuous from year to year until a teacher leaves the school district or FWSU or provides written authorization to terminate payroll deductions as of the first pay period of the next school year. Deductions from a teacher's salary shall be in substantially equal amounts from each paycheck beginning as early as possible in the school year. New members shall be entitled to dues deduction, provided they have submitted authorization cards by September 30<sup>th</sup>.

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

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

**8.8 Travel Reimbursement**

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

### **8.9 Vermont State Teachers Retirement System (VSTRS)**

Teachers with a Vermont Educator's License will participate in the mandatory Vermont State Teachers Retirement System (VSTRS) with employee contribution rates set by VSTRS, per state statute.

### **8.10 Vermont Municipal Employees Retirement System (VMERS)**

Employees whose position does not require a license issued by the Vermont Agency of Education will participate in the mandatory Vermont Municipal Employees Retirement System (VMERS) unless they don't work enough qualifying hours. VMERS has both employee & employer contribution rates set by VMERS, per state statute.

## ***Article 9: Insurance Plan for Teachers***

### **9.1**

- A.** Effective January 1, 2021, the District shall offer employees health insurance benefits as described in the state-wide school employee healthcare package. As referenced in the following link: <http://link.vtvsba.org/Terms.pdf>

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

- B.** Employees of the Supervisory Union and its related school districts shall have the option of electing not to participate in the health insurance coverage set forth in Article 9.1(A). If you are covered under other group health plan coverage (for example your spouse's employer's plan), you may decline the insurance coverage as offered above, and instead you may receive additional cash compensation. To be eligible for this cash payment the employee must meet all the following conditions:
- Opt out of insurance coverage for the entire plan year. (January-December)
  - Provide proof of group insurance coverage for the employee and their dependents to Human Resources annually.
  - Notify Human Resources of the loss or cancellation of the other health plan coverage within 30 days of the loss or cancellation.
  - Complete an annual certification of insurance coverage form and remit to Human Resources by November 30<sup>th</sup> each year. The form will certify that the employee and all eligible dependents were covered for the for the entire 12-month period preceding payment of cash compensation.
  - Meet the definition of an eligible employee under the terms of the health plan.

- Per the Statewide School Employee Healthcare Package, if you receive your health insurance benefits from a Public School, you are NOT eligible to receive the Cash-in-Lieu Payment.

The Cash Payment in Lieu of Health Plan Coverage will remain at \$2,500 unless this amount exceeds the Department of Labor (DOL) definition of the incidental cash payout allowed in these circumstances, in which case the payout shall be reduced to the maximum allowed by DOL.

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

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

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

- 9.2** The Board shall provide a professional liability policy as provided in 16 V.S.A. § 1756.
- 9.3** At no time shall a teacher be required to use their personal vehicle for official school transportation.
- 9.4** The Board shall provide fifty thousand dollars (\$50,000) term life insurance to each teacher under a Group Term Life Insurance Plan to be selected by the Board.
- 9.5** Any teacher on paid leave shall continue to be covered by all insurance policies provided for in this Agreement.
- 9.6** Every effort shall be made by the administration to provide insurance coverage for all new teachers effective on July 1<sup>st</sup>.
- 9.7** If a teacher becomes deceased while under contract, the Board agrees to continue the premium payments for the dependent(s) for the health insurance plan they were entitled to for ninety (90) days.
- 9.8** The Board agrees to provide a self-insured dental plan (a single, two-person, or family membership, whichever applies) for each teacher. A third party selected by the Board shall administer the plan. This plan shall be Option II (providing 100% of diagnostic and preventive care, 80% of basic restorative care, and 60% of major/prostodontics care) with a calendar year maximum of \$1,350 per family member.

- 9.9** The District will pay one hundred percent (100%) of the premium costs for a long-term disability insurance plan (LTD) to be selected by the Board. The plan will provide sixty percent (60%) of a teacher's regular salary for a period of up to age sixty-five (65). The specific details of the plan shall be as provided by the insurance carrier's eligibility requirements. Only teachers who are employed for 0.5 FTE or greater shall be covered by this plan. Teachers shall apply for LTD coverage on or before their ninetieth (90th) consecutive calendar day of absence due to a medical condition. A teacher will no longer be considered an employee of the District on the first June 30<sup>th</sup>, twelve months following the date the teacher has begun receiving a combination of sick leave, LTD benefits and unpaid leave pursuant to this contract.
- 9.10** All benefits end at the end of the month an employee's employment terminates, unless otherwise agreed by the board.

### ***Article 10: Professional Development Reimbursement***

#### **10.1**

- A.** The Board agrees to provide reimbursement (or prepayment according to 10.2C) to each full time teacher at the UVM fall semester tuition rate for college or university courses and other continuing education, including, but not limited to, workshops, conferences or seminars. Teachers who are in the BA, BA+15, and BA+30 columns will receive up to six (6) credit hours per contract year. Teachers in the MA, MA+15, and MA+30 columns will receive up to three (3) credit hours per contract year. As of February 10, 2026, Teachers who were enrolled in their first Master's program and an employee of the district are entitled to nine (9) credit hours per contract year until the completion of their program (as shown in Appendix D). For teachers who are part-time, the benefit shall be prorated based on their full-time equivalent (FTE). For teachers who work part-year, the benefit shall be allocated based on the number of contract days for which the teacher is to be compensated. Before beginning any college or university course or other continuing education, a request for reimbursement shall be submitted to the Principal for prior approval of the course/program. Such requests shall state how the proposed educational experience relates to their teaching responsibilities, the FWSU Action Plan, and/or teacher advanced degree requirements.
- B.** Any teacher who has signed a contract must use professional development funds for course enrollment dates that fall within the months of that contract year (July 1st - June 30th). A course enrollment date shall be defined as the first meeting day of a course or other continuing education experience. The teacher must have a signed contract for that next Fiscal Year to access professional development with a completion date in the next Fiscal Year.

#### **10.2**

- A.** College or university courses and other continuing education reimbursement shall be at a rate no greater than University of Vermont's fall semester tuition rate of the

contract year in which a reimbursement is requested. Prepayment (if payment information is given in writing at least thirty (30) days prior to the start of the event in accordance with Article 10.1A) or reimbursement for a course or other professional learning and/or continuing education such as workshops, conferences, or seminars may be for tuition, registration fees, required materials, travel, lodging, or meals shall be consistent with the "Travel and Conference Expense Reimbursement Procedure" of the Board. However, a teacher's total reimbursement for any given course or other continuing education may not exceed the maximum allowable amount stated in Article 10.1(A).

- B.** The Board agrees to prepay for college or university tuition by arrangement with the institution. Teachers shall be responsible for any institutional fees associated with this process. The teacher must submit a grade report within thirty (30) days of receipt. If a teacher does not earn a grade of at least a "B" in the course, the teacher shall be responsible for reimbursing the District for all costs through payroll deduction over the course of not less than three (3) consecutive pay periods & within the VT garnishment laws such as 25% max of disposable income allowed for net pay or the final pay period, if time does not allow for three pay periods.
  - C.** The Board agrees to prepay for registration fees for workshops, conferences, or seminars if payment information is given in writing at least thirty (30) days prior to the start of the event in accordance with Article 10.1 A. If the teacher does not provide a certificate of completion/attendance within thirty (30) days after the completion of the event, the teacher shall be responsible for reimbursing the District their registration fees from their next paycheck. If the event is within thirty (30) days, the teacher may request reimbursement in accordance with 10.1 A.
  - D.** All earned credits and expenses associated with any continuing education experience shall be verified with the presentation of grade reports and expense receipts within thirty (30) days through a process defined by the administration. Teacher reimbursements shall be made within thirty (30) days after the building administrative assistant is in receipt of a grade report, transcript, or other proof of attendance or successful completion of the continuing education experience, and all receipts for reimbursable expenses. Reimbursement rates for expenses shall be in accordance with the school district's Travel Expense Procedure.
- 10.3** If a teacher is denied approval for reimbursement of tuition for a course by the school administration, they may appeal this decision to the Superintendent.
- 10.4** In case of an appeal, the Superintendent shall meet with the teacher within seven (7) calendar days, unless extended by mutual consent, after receiving this appeal. The Superintendent's decision shall be given to the teacher in writing within three (3) working days of the hearing and shall be final.
- 10.5** In order to more accurately budget for professional development reimbursement needs, any teacher wishing to receive such reimbursement in the following budget year must notify the Superintendent. Notification, to occur by November 1<sup>st</sup> through a

process defined by the Superintendent, must include the number of credit hours to be reimbursed, and whether any horizontal movement on the salary schedule will occur. Failure to notify the Superintendent shall result in no horizontal movement until the year subsequent to receiving proper notice. This notification shall not be binding.

- 10.6** Any course or workshop that a teacher takes at the written request of the district will be paid for by the district and will not be deducted from a teacher's allotment under Article 10.1, except if a teacher is on a corrective plan of action. In such a case the district may direct a teacher to take courses that will be deducted from the teacher's allotment.

### ***Article 11: Leaves of Absence***

All leave shall be pro-rated for part time employees or those hired after the year commences. Below are the following pro-ratio calculations based on when the employee starts:

100% between 7/1-9/30

75% between 10/1-12/31

50% between 1/1-3/31

25% between 4/1-6/30

All leave shall be pro-rated for part time employees or those who leave before the year ends. Below are the following pro-ratio calculations based on when the employee leaves:

25% between 7/1-9/30

50% between 10/1-12/31

75% between 1/1-3/31

100% between 4/1-6/30

- 11.1** The Board and the Association agree that absence from the classroom interrupts the educational process and must, therefore, be held to a minimum. If it is necessary that a teacher be absent on approved leave, the principal of the school shall be notified at least forty-eight (48) hours in advance, except in the case of illness or emergency situations. All leave time must be taken in half ( $\frac{1}{2}$ ) or full days. It is agreed that a substitute teacher, if available, shall be hired. It is understood that there may be occasions when it shall be impossible to obtain a substitute. A teacher may be requested to cover for another temporarily in this situation.

#### **11.2 Sick Leave**

- A.** Each teacher is entitled to fifteen (15) sick days per annual school year without loss of any part of their salary. The unused portions of sick leave shall accumulate to a maximum of one hundred twenty (120) days. Any teacher who has accumulated more than one hundred twenty (120) days, as itemized in **Appendix C**, will be entitled to retain any accrued days in excess of one hundred twenty (120) days. A teacher who accumulates more than one hundred twenty (120)

days as of June 30th of each year, and has not been listed on Appendix C, will donate up to fifteen (15) days to the sick bank (see Article 11.4) on June 30th of each year.

- B. It is agreed that the following shall be considered cause for sick leave: medical appointments which are made due to illness, disability, and physical and/or psychological incapacity to perform the duties expected of a teacher.
- C. A teacher may use ten (10) days of sick leave per school year for non FMLA illness in the teacher's immediate family.
- D. It is the right of the administration to verify illness when absence exceeds five (5) consecutive days, or there is a demonstrable pattern of abuse, even though five (5) consecutive days have not been missed. If an examination by the teacher's physician or other qualified medical/psychological professional of the teacher's choice shows a teacher not to be sick, then the corresponding percentage of their gross pay for each day's absence during the unverified illness shall be deducted from their pay.
- E. The Superintendent may require a teacher to furnish a certificate signed by a registered physician, which may be an initial or an additional opinion, stating that they are physically and emotionally able to perform their duties as contracted. The physician shall be decided upon by the Superintendent. The school district shall pay the cost of this examination.
- F. If a Teacher may need to use less than an hour of leave on a day, the Administration will make their best effort to accommodate without requiring the Teacher to take a half ( $\frac{1}{2}$ ) day of leave, unless it becomes a pattern.

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

#### **11.4 Sick Leave Bank**

- A. As of 7/1/23, every new teacher will donate one (1) day. Human Resources will manage & provide a Sick Leave Bank balance to the Sick Leave Bank Committee by 9/30 via google document. When a Teacher leaves employment, up to twenty (20) days of unused sick leave shall be transferred to the sick bank.
- B. The Bank is to be administered by the Sick Leave Bank Committee, composed of the President and Vice President(s) of the Association and the Superintendent or designee. Decisions of this committee shall be unanimous and the committee shall determine the beginning date of said sick leave.
- C. Any teacher who has exhausted all their personal and sick leave and who has a significant or serious medical need as defined within FMLA guidelines, including up to six (6) weeks of parental leave, even within the first year of employment, may

make written request via email to any member of the Sick Leave Bank Committee for withdrawal from said Bank. No teacher may draw more than thirty (30) days in any one school year or sixty (60) days in two successive school years. Under normal circumstances, such application shall be made before personal and sick leave has been exhausted.

#### **11.5 Workers' Compensation**

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

#### **11.6 Bereavement Leave**

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

#### **11.7 Personal Leave**

- A.** Each teacher shall be allowed four (4) days personal leave per school year without loss of pay. Personal leave shall only be used for reasons such as business obligations or important personal matters that cannot be accomplished during regular school hours. Under normal circumstances, Educators shall not be permitted to use personal days during inservice or early release days. Under normal circumstances personal leave may not be used to extend a vacation. A Teacher requesting one (1) personal day prior to or the day after a vacation must submit their request to their Principal for approval, thirty (30) days prior to the date of need, except for emergencies beyond the Teacher's control. Vacations are considered to be December holiday break, February break, April break, and Summer break.
- B.** Advance notice shall be given to the principal as provided in Section 11.1 A. No personal leave may be accumulated. In case of personal or family emergency, a teacher may apply to the Board for an extension of personal leave. Any remaining personal days will be converted to sick days in the next Fiscal Year up to the sick leave maximum.

#### **11.8 Professional Leave**

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

### **11.9 Leaves of Absence With or Without Pay**

- A.** Leaves of absence with or without pay may be granted for up to one year upon approval of the Superintendent and the Board. Leaves for less than thirty (30) days may be approved by the Superintendent and leaves for longer than thirty (30) days may be approved only by the Board. Once a teacher has exhausted all their personal and sick leave (Article 11.2), FMLA/VPFLA (Article 11.3), and any days allotted from the Sick Bank (Article 11.4), the teacher may make a request for unpaid leave. A written application describing the reason(s) for the leave and the expected duration of the leave must be given to the Superintendent by a reasonable time, but not less than sixty (60) calendar days prior to said leave. For leave requests of full-year duration, such requests must be submitted by January 15<sup>th</sup> of the year prior. In the case of an emergency, the Superintendent or Board may waive this notice requirement. All absences from school other than those covered by this Agreement shall be considered leave without pay.
- B.** Continued health and dental insurance coverage shall be available during this leave at the teacher's expense and in accordance with the federal regulations of the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- C.** A teacher on unpaid leave shall maintain their right to the same position they held at the time such leave commenced, or to a substantially equivalent position. All benefits to which a teacher was entitled at the time their leave commenced, including unused accumulated sick leave and seniority, shall be restored upon return from said leave. Upon return from an unpaid leave of absence, a teacher who qualifies shall advance horizontally on the salary schedule, in accordance with Article 10.5.
- D.** A teacher on an unpaid leave of absence shall be issued a contract in accordance with Article 7.5.
- E.** Any teacher on any type of approved leave will inform the district no later than March 15<sup>th</sup> of their intent to return. Should a teacher miss this deadline, it will be presumed that they are vacating their position and will not have vested rights to that position.

### **11.10 Jury Duty Leave**

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

### **11.11 Military Leave**

Teachers shall be allowed leave for required full-time military service. Upon return to the school system, the teacher shall receive credit for each day of required military service which occurred on a school day. Even though this leave is unpaid, the teacher shall

receive, for seniority purposes and movement on the salary schedule, the same credit as though they were on any other type of paid leave. A teacher who enters military service must notify the Superintendent by March 15<sup>th</sup> if they plan to return to FWSU for the next contractual year. Leave for required duty in the National Guard or Reserve shall be granted without pay and without loss of job status or benefits.

#### **11.12 Sabbatical Leave**

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

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

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

- A.** The teacher will be eligible for sabbatical leave after six (6) years of service with the School District or FWSU. The leave shall be for up to one (1) year, and during this time the teacher will be paid one-half (1/2) of their scheduled salary for that year or pro-rated for the duration of the sabbatical leave. They shall receive the contractually stipulated medical, dental, sick leave, life insurance, and tuition reimbursement during that year, paid for by the Board.
- B.** The teacher shall sign a statement agreeing to return to their duties for the year following the sabbatical or repay all salary and fringe benefits, if they fail to return.

- C. Sabbatical leaves shall be limited to a maximum of one (1) teacher per year.
- D. The Board will notify the teacher of its decision on the application by February 15<sup>th</sup>.
- E. Upon return from sabbatical leave, the teacher will be assigned to the position they held when the leave commenced if said position exists; if not, said teacher will be assigned to an equivalent position.
- F. No teacher who is granted a sabbatical leave for more than one half (1/2) year will receive credit for a vertical step on the salary schedule for that year of paid leave. Even though they will remain on the same vertical step, any teacher who qualifies for a horizontal column movement during or after a year of sabbatical leave will be awarded the appropriate column placement and salary.

### **11.13 Supplemental Release Days for Special Educators and Related Service Providers**

- A. Any teacher whose primary assignment is in Special Education or who is a Related Service Provider (ie: OT, SLP) shall receive two (2) additional release days per year to complete paperwork and necessary documentation. The Special Educator or related service provider will take into consideration student services to minimize student impact when scheduling this time.
- B. Release time will be arranged through and approved by the Building Principal and Director of Student Support Services.
- C. To the extent necessary, special educators who demonstrate that their excess workload is not adequately accommodated by these two (2) release days, shall be granted additional release time by the Building Principal and Director of Student Support Services, in order to minimize the number of extra work days requested and approved under 11.15D below.
- D. Subject to the advance approval of the Building Principal and Director of Student Support Services, special educators may also be paid for up to three (3) extra days for the specific purpose of completing paperwork, testing students, and other related duties that cannot be reasonably accomplished in the course of the regular contract year. Teachers shall be paid for such extra work in accordance with the terms of Article 8.6C.

Leave Type	Advance Notification	Length Per Year	Extensions	Impact on Seniority & Vertical Movement
<b>11.2 Sick Leave</b>	48 hrs. except in the case of illness or an emergency	15 days	May accumulate up to 120 days	Does not apply
<b>11.3 Family Medical Leave Act (FMLA) / VT Parental Family Leave Act (VPFLA)</b>	Written notification to Superintendent/designee consistent with the law	Consistent with the guidelines/provisions of FMLA/VPFLA	None	<b>Unpaid days do not accrue seniority</b>
<b>11.4 Sick Leave Bank</b>	Written application to a member of the Sick Leave Committee	30 days in any one school year	None	Does not apply
<b>11.6 Bereavement Leave</b>	None	5 days	Additional leave may be granted by the Board	Does not apply
<b>11.7 Personal Leave</b>	48 hours except in the case of an emergency situation	4 days	May apply to the Board for extension	Does not apply
<b>11.8 Professional Leave</b>	5 days in advance to principal	5 days	Additional leave may be granted by Superintendent	Does not apply
<b>11.9 Leaves of Absence Without Pay</b>	60 days prior to leave; Superintendent/designee may waive this requirement	Up to 1 year	None	Horizontally (if appropriate)
<b>11.10 Jury Duty Leave</b>	48 hours (if possible)	5 days	May be granted by the Board	Does not apply
<b>11.11 Military Leave</b>	None	Undetermined	None	Vertical steps upon return to school system
<b>11.12 Sabbatical Leave</b>	By December 1st of the preceding year	Up to 1 year	None	Horizontally (if appropriate)

## **Article 12: Seniority System and Layoffs**

### **12.1 Seniority Calculations**

- A. For the purposes of this Article, each full-time teacher will accrue one day of seniority for each paid school day (teaching days, in-service, or days of paid leave) which they work in their respective school district, not to exceed a full contract year.
- B. Part-time teachers will accrue seniority on a prorated basis. Seniority for part-time teachers will continue to accrue during all paid leaves of absence.

- C. Unpaid leaves of absence will not count as days worked for seniority purposes. Teachers on sabbatical leave will receive credit for a full contract year. Teachers with emergency or provisional licenses shall accrue seniority.
- D. For the purposes of this Article, the beginning date of continuous employment shall be considered the first workday in each individual school district or in the supervisory union. In the event of identical beginning dates of employment, the following date shall be used to determine the seniority order: the first shall be the date when the Board signed the employee's contract for the most recent period of employment; the second shall be the date the employee signed their contract for the most recent period of continuous employment. A teacher on an approved leave of absence shall be considered in continuous employment of the school district.
- E. By **February 1st** of each year, seniority lists will be prepared by the Central Office of all bargaining unit members. There will be four lists compiled, one for each employment entity within FWSU. Employees of FWSU will also be included on the building list in which they are based. Each list shall include, in seniority order from the most to least senior in the unit, the following information in column form:
  - a. Name of the teacher
  - b. Date of hire for the most recent period of continuous employment
  - c. Total accumulated seniority days as of the last approved Seniority list
  - d. Total number of days of creditable days of service in the district for seniority purposes for June 30 of the previous school year
  - e. Total accumulated seniority days (Sum of column c and d)
  - f. Current certification endorsements
- F. Copies of said list shall be immediately delivered to the FWEA President and the Association Building Representatives for verification.
- G. The Association will have two weeks upon receipt of the seniority list to verify its accuracy or dispute it.**
- H. A teacher eligible for seniority under this Agreement and who subsequently transfers employment to FWSU or one of its schools shall continue to retain and accrue seniority under this Agreement for such service, provided that the period of employment is continuous.

#### **12.2 Reduction in Force/"RIF"**

- A. Reductions in force and recall to teaching positions will be implemented solely within the Seniority List in which the reduction or recall occurs, and not within or among the school districts which are signatories to this Agreement.
- B. When a reduction in force is to take effect, teachers assigned within the impacted area of professional licensure or certification within the affected district shall be laid off in reverse order of seniority.

- C. Teachers who are to be laid off shall be notified by **April 5th**.

### **12.3 Notification to the Association**

- A. The Association shall be notified of any contemplated reduction in force as early as possible, but not later than **March 21st**, for any reduction scheduled to take effect in the following school year. Contemplated reduction in force, or any reduction, may include a reduction of a full-time position to a part time position.
- B. The Association may, within ten (10) days of receipt of a notice of staff reduction, request an opportunity to discuss the need for the staff reduction in a meeting before the Board. The determination as to whether layoffs will be made and to what extent shall remain with the Board and such decisions shall not be grievable or subject to arbitration.

### **12.4 Notification to the Teacher**

- A. The layoff of a teacher or any reduction in a teacher's full-time equivalency (FTE) shall be made only after the Association has had the opportunity to request a meeting with the Board as established in Article 12.3. The teacher will be notified in writing of the reason(s) therefore no later than April 5th.
- B. Notification to the teacher of a layoff or reduction in salaried time shall be conducted personally and privately. The teacher may, at their discretion, have an Association representative present at such a meeting.

### **12.5 Recall**

- A. Teachers shall retain the right to be recalled for two (2) years from the effective date of layoff, which is July 1st. Notice of recall will be given by receipt of hand delivery or by certified mail with return receipt requested, to the last address given to the Board by the teacher. A copy of the recall notice will also be given to the Association.
- B. If a teacher's notice of recall cannot be delivered by the U.S. Postal Service or a teacher fails to respond within ten (10) days after receipt of the notice of recall, they will be deemed to have refused the position offer and to have waived recall rights under this Agreement.
- C. A teacher rehired under the provisions of this Article shall have all previously accrued sick leave and seniority, as of the time of their layoff, reinstated as of the date of their return to active employment.
- D. The recall provisions of this Article shall not be construed as to deny a part-time teacher with greater seniority, who is under contract, from requesting and being granted full-time employment during the period when teachers are on recall.
- E. Any teacher on layoff status shall have the right to first refusal for any part-time position within the district they were employed which becomes open and they are certified and qualified. In the event that a full-time position becomes open, any teacher who has

accepted a part-time position within the district shall retain their rights for a full-time position.

**12.6 Displacement Rights**

- A. A teacher who is notified that they are to be considered as a reduction in force (RIF), will have the right to displace the least senior teacher whose work they are certified to perform within the employment entity, provided however that they have evidence of their current license or endorsement(s) on file with the Superintendent/designee, or presents such evidence to the Superintendent/designee within ten (10) days of receipt of reduction in force.
- B. Written notice of intent to exercise this right must be given to the Superintendent/designee and Building Administrator, with a copy to the Association, within ten (10) days after a teacher is notified that they are to be laid off.
- C. Within five (5) days after they receive such notification, the Superintendent/designee will notify the least senior teacher that they are to be displaced.
- D. A teacher who is to be displaced pursuant to this section will have the same displacement rights as compared to a less senior teacher, pursuant to Article 12.2 above.

**12.7 Vacancies and Changes in Employment Entities**

- A. Open positions in the district or supervisory union will be made available through the job posting process to all teachers eligible for recall or in receipt of a reduction in force notice and who have not been reassigned, pursuant to 12.5.A.
- B. If an opening exists at a different employment entity within the supervisory union and if the teacher affected by the reduction in force is certified for that position, they may apply for that position.
- C. Any teacher who changes employment entities within the supervisory union shall maintain their seniority and accrued sick days.

**Review of Important Dates**

February 1	Seniority Lists are provided to the Association (2 weeks to agree or dispute)
March 21	Association informed of any RIFs (10 days to dispute)
April 5	RIF notices given (Displacement through Seniority list - 10 days, Superintendent will respond within 5 days of request)
April 15	Contracts Issued
April 30	Contracts returned by

\*In the event that a budget doesn't pass, the Administration will work with the Association to establish a mutually agreeable timeline.

### **Article 13: Grievances and Arbitration**

**13.1** The Board and the Association agree that they shall use their best efforts to encourage the informal and prompt settlement of complaints and grievances, which may arise between the Board and the Association. The orderly process hereinafter set forth shall be the sole method for the resolution of all complaints and grievances.

**13.2** A grievance is a complaint involving the work situation. A grievance may be a claim that there has been deviation from or a misunderstanding or misapplication of a practice or policy. A grievance may also be a claim that there has been a violation, misinterpretation, misapplication, and inequitable or otherwise improper application of any provision of this Agreement.

**13.3** Any employee in the bargaining unit may present and discuss their complaint with a representative of the Association. Similarly a representative of the Association may present and discuss a complaint on behalf of any employee or groups of employees with the principal of the school and/or the Superintendent involved and shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent of similar complaints or grievances.

#### **13.4**

**A.** The employee may file grievances in the bargaining unit on their behalf, or by the Association on its behalf or on behalf of any employee or group of employees in the bargaining unit.

**B.** A grievance must be filed by an employee or the Association within twenty (20) school days following the time at which the grievant or the Association could have reasonably been aware of its occurrence. Any grievances not processed in accordance with the time limits specified herein shall be deemed waived by the grievant and the Association, unless the parties mutually agree to waive any of the time limits specified herein by written agreement. School days shall mean days when school is in session, except that after the last scheduled teacher work day when days in the grievance procedure shall mean all weekdays except for legal state and federal holidays.

**Step 1.** A grievance shall be stated in writing, setting forth the basis therefore and the remedy requested. All grievances shall be filed with the principal of the school or their designee. The principal or their designee shall, within seven (7) school days of the receipt of the grievance, meet with the grievant and a representative of the Association for the purpose of discussing the grievance. The principal or their designee shall, within seven (7) school days after the grievance

meeting, issue a decision with reasons in writing to the grievant and the Association.

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

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

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

**Step 4b.** A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the closing of the hearing. Such decision or award shall be binding upon the Association and the Board, and the employees affected thereby. The cost of arbitration shall be borne equally by the parties. Costs of

transcripts, if desired, shall be borne by the party so desiring. Expenses for witnesses, however, shall be borne by the party who calls them, except that no employee or grievant within the school system shall lose a day's pay for appearing as a witness or by subpoena at an arbitration proceeding. Nor shall the employee or the grievant lose a day's pay for appearing as a witness in any step of the grievance proceeding.

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

#### ***Article 14: Miscellaneous***

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

#### ***Article 15: Agreement***

- 15.1** By mutual consent of the parties, this Agreement is entered into this 6th day of April 2026. In witness whereof, we hereby affix our signatures as the duly authorized representatives of the respective parties.

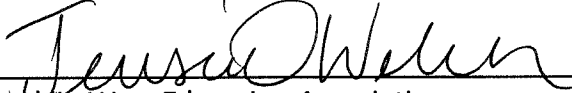
**Article 15: Agreement**

15.1 By mutual consent of the parties, this Agreement is entered into this 6th day of April 2026. In witness whereof, we hereby affix our signatures as the duly authorized representatives of the respective parties.

**Signatures**

  
\_\_\_\_\_  
Franklin West SU Board of School Directors

4-14-26  
Date

  
\_\_\_\_\_  
Franklin West Education Association

4/7/26  
Date



# Appendix A2

Franklin West Supervisory Union  
 FY28 Professional Salary Schedule

\$1,645 Base Increase from FY27

\$ 55,450 FY28 Base      \$ 1,910 Step Increase  
    \$ 1,910 Column Increase

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	\$ 55,450	\$ 57,360	\$ 59,270	\$ 61,180	\$ 63,090	\$ 65,000
1	\$ 55,450	\$ 57,360	\$ 59,270	\$ 61,180	\$ 63,090	\$ 65,000
2	\$ 57,360	\$ 59,270	\$ 61,180	\$ 63,090	\$ 65,000	\$ 66,910
3	\$ 59,270	\$ 61,180	\$ 63,090	\$ 65,000	\$ 66,910	\$ 68,820
4	\$ 61,180	\$ 63,090	\$ 65,000	\$ 66,910	\$ 68,820	\$ 70,730
5	\$ 63,090	\$ 65,000	\$ 66,910	\$ 68,820	\$ 70,730	\$ 72,640
6	\$ 65,000	\$ 66,910	\$ 68,820	\$ 70,730	\$ 72,640	\$ 74,550
7	-	\$ 68,820	\$ 70,730	\$ 72,640	\$ 74,550	\$ 76,460
8	-	\$ 70,730	\$ 72,640	\$ 74,550	\$ 76,460	\$ 78,370
9	-	\$ 72,640	\$ 74,550	\$ 76,460	\$ 78,370	\$ 80,280
10	-	-	\$ 76,460	\$ 78,370	\$ 80,280	\$ 82,190
11	-	-	\$ 78,370	\$ 80,280	\$ 82,190	\$ 84,100
12	-	-	\$ 80,280	\$ 82,190	\$ 84,100	\$ 86,010
13	-	-	-	\$ 84,100	\$ 86,010	\$ 87,920
14	-	-	-	\$ 86,010	\$ 87,920	\$ 89,830
15	-	-	-	\$ 87,920	\$ 89,830	\$ 91,740
16	-	-	-	\$ 89,830	\$ 91,740	\$ 93,650
17	-	-	-	-	\$ 93,650	\$ 95,560
18	-	-	-	-	-	\$ 97,470

## Appendix B1: Additional Step Increase

Employer/School	Teacher's Name	FY27 Step	FY28 Step
Georgia	Alarcon, Mandy	15	18
FWSU	Baskette, Blythe	16	17
Fairfax	Bidwell, Marcella	7	10
FWSU	Biondi, Caitlin	10	14
FWSU	Bockus, Jennifer	16	18
FWSU	Branon, Katherine	17	18
Fairfax	Brislin, Robyn	16	16
Fairfax	Brown, Heather	13	16
FWSU	Carpenter, Melinda	16	18
Georgia	Cassazza, Dustin	12	15
Georgia	Chadburn, Courtney	12	13
Georgia	Christie, Haley	13	18
Fairfax	Clokey, Nicole	10	12
Fletcher	Cousineau, Andrianna	9	11
Georgia	Dattilio, Melanie	17	18
Georgia	Davies, Emily	6	7
Georgia	DeAngelis, Jennifer	13	16
Fairfax	Emery, Joseph	11	14
Georgia	Farmer, Pam	14	18
Fairfax	Fink, Kelsey	14	16
FWSU	Forbes, Kelly	12	15
Georgia	Francoeur, Amie	8	11
Fairfax	Gaudette, Jesse	15	18
Georgia	Gray, Amy	16	17
Georgia	Hadd, Eric	17	18
Fairfax	Heald, Mathew	7	10
Georgia	Heth, Sara	15	16
Fletcher	Hjort, Katie	7	10
Georgia	Howrigan, Jessica	12	14
FWSU	Jenkins, Kristine	17	18
FWSU	Jillson Edwards, Danielle	13	16
FWSU	Johnson, Julie	15	16
Georgia	Lambert, Kati	9	10
Georgia	Lauer, Allison	12	16

Georgia	Malinowski, Michael	11	12
Georgia	Mandigo, Mariah	11	13
Georgia	Mathieu, Laura	17	18
Fairfax	McElroy, Katherine	11	14
Fairfax	Mercer, Joy	14	16
FWSU	Metayer, Chelsea	14	17
Fairfax	Monette, Marisa	8	11
Georgia	Morse, Emily	12	15
Georgia	Nudd, Kelsey	6	7
FWSU	Ovitt, Francisca	14	16
Fletcher	Pac, Geoffrey	9	12
Fletcher	Palermo, Lorrene	16	18
FWSU	Perrotte, Marcy	10	12
Georgia	Potter, Karen	18	18
Fairfax	Reynolds, Victoria	10	14
Georgia	Rider, Amy	17	18
Fairfax	Robbins, Julia	10	12
Georgia	Sarnowicz, Michelle	17	18
FWSU	Seguin, Anissa	16	18
Fairfax	Shearer, Karen	11	13
Georgia	Sikorsky, Heather	12	16
Georgia	Sullivan, Stacey	14	17
Fairfax	Ussia, Nicole	11	14
Fairfax	Varisano, Saybra	15	16
Fairfax	Wallace, Glen	10	11
Fairfax	Ward, Elizabeth	12	12
Fairfax	Welch, Jensen	17	18
Fairfax	Wheeler, Sarah	12	15
Fairfax	Wilkins, Lisa	14	17
Fairfax	Wills, Emily	17	18
Georgia	Wilson, Lauralee	17	18
Georgia	Wimble, Erin	11	14
Georgia	Wolyneec, Joshua	12	15
FWSU	Yala, Nadia	7	11
Georgia	Young, Erin	15	17
Fairfax	Young, Lisa	16	17
FWSU	Zurit, Darah	12	13

## Appendix B2: Off-Step & Returning to Salary Schedule

Employer/School	Teacher's Name	Column	FY27 Step	FY28 Step
Fairfax	Bailey, Gerald	MA	16	16
Georgia	Lee, Kathleen	MA+15	17	17
Fletcher	Lindquist, Maria	MA	Off	16
Fairfax	Mullahy, Mary	BA+30	Off	Off

\* This Appendix excludes Horizontal Movements.

## **Appendix C: Teacher Sick Days in Excess of 120**

Allard, Shawn

Hadd, Eric

Lee, Kathleen

Rider, Amy

## **Appendix D: First Master's Eligible for 9 Credits (as of 2/10/26)**

### **Fairfax:**

1. Dorain, Sayde

### **Georgia:**

1. Charland, Taylor
2. Peters, Grayson
3. Purcell, Rachel

### **Fletcher:**

1. Hjort, Katie

### **FWSU**

None