

**PROFESSIONAL STAFF MASTER AGREEMENT**

**BETWEEN THE**

**MAPLE RUN UNIFIED SCHOOL DISTRICT  
BOARD OF DIRECTORS**

**AND THE**

**MAPLE RUN EDUCATIONAL ASSOCIATION**

**JULY 1, 2017 TO JUNE 30, 2020**

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# Maple Run Unified School District Professional Staff Master Agreement

## PREAMBLE

The Maple Run Unified School District Board (hereinafter respectfully referred to as the “Board”), and the Maple Run Education Association (hereinafter referred to as the “Association”), affiliate of the Vermont NEA and National Education Association, enter into this Agreement on this 16th day of May, 2017.

The Board and the Association seek to integrate and harmonize the provisions of their collective bargaining agreements into a single contract document. All provisions of this Agreement shall be common provisions and apply to all parties, except if specifically, otherwise indicated within the Agreement.

The Board and the Association share a common commitment to the students of the District to provide educational programs of the highest possible standards and consistent with the provisions of Vermont Statutes Annotated, Title 16, Chapter 57. It is in order to achieve that common objective and in a spirit of trust and cooperation that this contract is executed.

## ARTICLE 1: BOARD RIGHTS AND AUTHORITY

### 1.1 Recognition:

In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education in, and the efficient and economical operation of the Maple Run Unified School District, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this contract, the Board retains all rights and powers that they have or may hereafter be granted by law and may exercise such powers at their discretion.

## ARTICLE 2: TEACHER RIGHTS

### 2.1 Non-Discrimination Statement:

The Board and the Association agree that there will be no discrimination in hiring, training, assignment, promotion, transfer, or discipline of teachers or in application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of a teacher’s employment on the basis of race, creed, color, religion, ancestry, national origin, sex, sexual orientation, gender identity\*, domicile, place of birth, marital status, age, or handicap under the provisions of state and federal entitlements, protections, and guidelines.

\*The gender identity protection, as it is specifically stated, does not impact the right of the Board to adopt a reasonable standard for workplace dress.

### 2.2 Right to Organize:

The Board recognizes the rights of each of its teachers to freely organize, join, and support his/her Association and its affiliates, or any teachers’ group of his/her choice, for the purpose of engaging in collective negotiations with the Board and other activities for mutual benefit. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any of its teachers in the enjoyment of any rights conferred under Chapter 57 of the Vermont Statutes Annotated; that it shall not discriminate against any of its teachers with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association and its affiliates, their participation in any legal activities of the Association and its affiliates,

collective negotiations with the Board, or their institution of any grievance, complaint, or proceeding under this Agreement pertaining to the district or otherwise with respect to any terms or conditions of employment. Nothing contained herein shall be construed to deny or restrict any teacher the rights they may have under State of Vermont School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

### **2.3 Hiring Policy:**

It shall be the policy of the Board to hire teachers only in accordance with the procedures and administrative regulations set forth by the Vermont State Agency of Education.

### **2.4 Right to Notice and Representation:**

Whenever any teacher is required to appear before the Board or any committee thereof, or Superintendent, or administration on any charge of misconduct, neglect of duties, or inadequate performance which could lead to suspension, dismissal, loss of salary increment, non-renewal of contract, or written reprimand, except when it is impractical, he/she shall be advised of the charge at least one (1) school day in advance of such meeting and shall be entitled, at his/her option, to have a representative of his/her Association present to advise and represent him/her during such meeting.

This provision shall not, however, be applicable to oral criticism, administrative interviews, conferences, or meetings with a teacher that are not reduced to writing or placed in the personnel file.

### **2.5 Just Cause:**

No non-probationary teacher shall have his/her individual contract non-renewed without just and sufficient cause nor shall any non-probationary teacher be disciplined, suspended, reprimanded, reduced in rank or compensation, demoted, or terminated without just and sufficient cause. Any such action which involves suspension or termination will only take place after a meeting between the teacher involved and the Superintendent/designee, at which time the teacher will be informed in writing of the specific reason therefor. The teacher may, at his/her option, have a representative of his/her Association present at such meeting. In no case, will this be done publicly unless so requested by the teacher; however, the finding of the Board must be made available to the public. Teachers who have been suspended pursuant to this section shall have the right to file a grievance within ten (10) workdays, at Step Two (2) of the grievance process.

Suspension with pay for a teacher shall continue until his/her Board renders its decision, either pursuant to Title 16, Chapter 1752, Vermont Statutes Annotated proceeding, or Step Two (2) of the grievance process.

### **2.6 Probationary Period:**

Each teacher new to the district shall be on probation for the first two full school years of employment. A probationary teacher shall neither be protected by the just cause provision of this Agreement nor have access to the grievance/arbitration provision with regard to the non-renewal or termination of his/her employment during this probationary period.

## **2.7 Health and Safety**

Teachers shall not be requested or required to work under unsafe or hazardous conditions or to perform tasks which endangers their health, safety, or well-being.

## **2.8 Exceptions**

Any grievances which may arise from Article 2, with the exception of 2.5 and 2.7, may not be brought to arbitration.

# **ARTICLE 3: RECOGNITION**

## **3.1 Association Recognition**

The Board, pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, recognizes the Association as the sole and exclusive bargaining agent for the teachers who are under contract to Maple Run Unified School District, certified by the State of Vermont, excluding administrative personnel, for the purpose of negotiating and administering this contract. Unless otherwise indicated, members of the bargaining unit will hereinafter be referred to as “teachers.”

## **3.2 Contract Provisions as they apply to full and part-time employees**

Economic provisions of this contract will apply to full-time teachers and on a pro rata basis for part-time teachers. Eligibility for a benefit shall be subject to the carrier requirements. Proration applies to salary, insurance benefits as specified in carrier requirements, all leave time, and professional development benefits.

# **ARTICLE 4: COMPLIANCE**

## **4.1**

This document is a complete agreement between the contracting parties covering all mandatory subjects of negotiations. The parties agree that the relations between them shall be governed by the terms of this contract only. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties, except when such agreements shall be reduced in writing by the mutual consent of both parties. All matters not dealt with herein shall be treated as having been brought up and disposed of, and the Board shall be under no obligation to discuss with the Association any modifications or additions to this contract which are to be effective during the term of this contract, except as may be herein provided for.

# **ARTICLE 5: NEGOTIATIONS**

## **5.1 Notice to Enter Negotiations**

If the Board or the Association wishes to modify the terms of this Agreement upon its expiration, such party will give the other notice, no later than October 15<sup>th</sup> of the calendar year preceding that in which this Agreement expires, to enter into negotiations in order to arrive at a successor agreement. All negotiations shall be conducted in accordance with and pursuant to Title 16, Chapter 57 Vermont Statutes Annotated.

## **5.2 First Negotiating Session:**

The first negotiating session shall be held no later than January 15, 2020. If the parties have not reached a settlement by April 15, 2020, then impasse shall be declared and the parties will proceed to mediation and/or fact-finding to resolve their differences. The April 15, 2020 date may be extended by mutual agreement.

### **5.3 During negotiations**

The Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Board will make available to the Association for inspection all public data and information of the School District. A single copy of specific public documents will be supplied, upon request, to the Association.

### **5.4 Consultants**

Either party may utilize the services of outside consultants and call upon professional and lay representatives to assist in negotiations.

### **5.5 Other Organizations**

The Board agrees not to negotiate or otherwise deal with any teachers' organization other than the Association identified in this Agreement during the duration of said Association's legal certification.

### **5.6 Fact-finding**

The fact-finding chairman so designated will not, without the consent of both parties, be the same person who was appointed mediator.

### **5.7 Costs**

The costs for the services of the mediator and/or the chairman of the fact-finding committee, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses, and the costs of a hearing room if any will be shared equally.

## **ARTICLE 6: INDIVIDUAL CONTRACTS**

### **6.1 Issuance of Contract:**

The Board shall offer an individual contract of employment to a teacher within the district annually on or before May 1<sup>st</sup>. A teacher receiving a contract shall indicate acceptance of the offer by signing and returning the contract within ten (10) workdays of date of receipt of the contract; however, if a teacher submits a written request to the Superintendent for an extension, an additional ten (10) workdays shall be granted. Failure of a teacher to do so may, at the option of his/her Superintendent, be accepted as conclusive evidence of non-acceptance of the offer and in such instance the job shall be considered vacant. Any individual contract issued prior to the conclusion of negotiations for a successor agreement to this contract shall be made consistent with the terms and conditions of the successor agreement as finally negotiated between the parties.

### **6.2 Contents of Contract**

- A. During the life of this Agreement, a teacher's individual contract shall specify the salary and assignments.
- B. Individual contracts will specify that the teacher be hired subject to the provisions of the negotiated agreement and the practices and requirements of the District.

### **6.3 Probationary Teacher:**

- A. Every teacher new to the system shall be on probation for the first two (2) years of employment with the renewal or termination of contract strictly at the discretion of the Superintendent.



- B. A probationary teacher shall be notified by April 15<sup>th</sup> if he/she is not to be rehired for the next school year or not to be placed on the next step of the salary schedule.
- C. A teacher hired under a regular teacher contract (as opposed to a teacher hired as a long-term substitute or under a special teacher contract) who is beginning employment after January 1, shall be on probation for two (2) full years thereafter, unless notified of non-renewal or termination.
- D. Each teacher on probation shall be evaluated at least two times by April 15<sup>th</sup> except for teachers who begin employment after January 1<sup>st</sup>; those teachers will be evaluated twice by the end of the calendar year. A probationary teacher shall neither be protected by the just cause provision of this Agreement nor have access to the grievance/arbitration provision with regard to the non-renewal or termination of his/her employment during this probationary period.

**6.4 Non-local Funded Positions:**

It is acknowledged by the parties to this Agreement that teachers serving in positions funded by state and federal monies, because of the timing of notification to the District of program continuation, might expect to receive letters of layoff on April 15<sup>th</sup> when all teachers must be notified regarding the likelihood of employment in the District for the following school year.

**6.5 One-Year Only Positions:**

Notwithstanding any other provision of this Agreement, the Board shall have the right to hire teachers under a special teacher contract within the District on or after August 1 that provides no contract renewal rights, recall rights, and bumping privileges that are provided teachers hired under a regular teacher contract. Such a special teacher contract shall not exceed one (1) school contract year. A teacher hired under a special teacher contract shall not have access to the grievance and arbitration provisions of this Agreement regarding contract renewal, termination, reduction in staff, recall, and displacement provisions of this Agreement.

**6.6 Teacher Assignment:**

Teachers will be assigned to subject matter areas in which they are specifically licensed.

**6.7 Non-Renewal:**

A teacher shall be notified by April 15<sup>th</sup> if he/she is not to be rehired for the next school year or not to be placed on the next step of the salary schedule. Teachers not re-employed due to a staff reduction shall be notified according to the RIF Article, and shall be entitled to such rights as established by Article 2 of this agreement. If a teacher is not notified by the appropriate date set forth above, he/she shall receive a contract for the following year. Any notification shall be in writing and shall be delivered by registered or certified mail, or in person, and shall clearly set forth the reason(s) for non-renewal, withholding of salary increment, or reduction of staff; provided, however, that proceedings for the suspension and dismissal of a teacher pursuant to Article 2 of this Agreement shall not be precluded by this notification.

**6.8 Breach of Contract:**

A teacher under contract to teach in the District who fails without just cause, to complete the term of the teaching contract shall pay \$1,000.00 to the Board. No

further penalty or action of any kind may be taken against the teacher by the Board. This represents compensation to the Board for expenses incurred.

**ARTICLE 7: WAGES AND SALARY DEDUCTIONS AND PAYMENTS**

**7.1 Wages for School Year 2017-2018:**

- A. For the 2017-2018 school year, beginning August 2017, the salary schedule (Appendix A) for MRUSD teachers covered by the agreement shall be as follows:
  - 1. The base salary will be \$41,975.00.
  - 2. The dollar differential between the horizontal and vertical columns will be \$1,750.00.
  - 3. All teachers will be placed on the salary schedule step at or above their FY'17 salary with a one-time payment, if necessary, to equal a total increase of \$1,750.00.
- B. Effective July 1, 2017, any employee on the salary schedule as of July 1, 2017, will not be allowed to go off schedule, except staff that are "grandfathered" as specifically listed.
- C. All 1.0 FTE staff not on schedule (i.e. "grandfathered" staff as specifically listed in Appendix D, and associate nurses) will receive prior year salary plus \$1,750.
- D. A teacher with a doctoral degree will receive \$1,500.00 annual stipend, distributed on a bi-weekly basis.
- E. Effective July 1, 2017, the maximum number of steps on the salary schedule will be as follows: BA is step 9; BA+15 is step 12; BA+30 is step 17; MA is step 20; MA+15 is step 20; MA+30 is step 20.

**7.2 Wages for School Year 2018-2019:**

- A. For the 2018-2019 school year, beginning August 2018, the salary schedule (Appendix B) for MRUSD teachers covered by the agreement shall be as follows:
  - 1. The base salary will be \$43,185.00.
  - 2. One step advancement for eligible employees.
  - 3. The dollar differential between the horizontal and vertical columns will be \$1,750.
- B. Effective July 1, 2017, any employee on the salary schedule as of July 1, 2017, will not be allowed to go off schedule, except staff that are "grandfathered" as specifically listed.
- C. All 1.0 FTE staff not on schedule: "grandfathered" staff as specifically listed in Appendix D, will receive prior year salary plus \$1,210.00; associate nurses will receive prior year salary plus three percent (3%).
- D. A teacher with a doctoral degree will receive \$1,500.00 annual stipend, distributed on a bi-weekly basis.
- E. Effective July 1, 2017, the maximum number of steps on the salary schedule will be as follows: BA is step 9; BA+15 is step 12; BA+30 is step 17; MA is step 20; MA+15 is step 20; MA+30 is step 20.

**7.3 Wages for School Year 2019-2020:**

- A. For the 2019-2020 school year, beginning August 2019, the salary schedule (Appendix C) for MRUSD teachers covered by the agreement shall be as follows:
  - 1. The base salary will be \$43,785.
  - 2. One step advancement for eligible employees.
  - 3. The dollar differential between the horizontal and vertical columns will be \$1,750.
- B. Effective July1, 2017, any employee on the salary schedule as of July 1, 2017, will not be allowed to go off schedule, except staff that are “grandfathered” as specifically listed.
- C. All 1.0 FTE staff not on schedule: “grandfathered” staff as specifically listed, will receive prior year salary plus \$600.00; associate nurses will receive prior year salary plus three percent (3%).
- D. A teacher with a doctoral degree will receive \$1,500.00 annual stipend, distributed on a bi-weekly basis.
- E. Effective July 1, 2017, the maximum number of steps on the salary schedule will be as follows: BA is step 9; BA+15 is step 12; BA+30 is step 17; MA is step 20; MA+15 is step 20; MA+30 is step 20.

**7.4 Miscellaneous Wage Provisions**

**A. Automatic Step Increase:**

It is agreed that at the expiration of this Agreement, there will be an automatic increase in salary step for eligible employees, unless or until the Association and Board have agreed to a subsequent contract, which includes provisions for when changes in salary (base or step) shall be effective.

**B. Biweekly Payroll, Pay on Holiday, June Lump Sum**

Teachers will be paid in bi-weekly installments. Teachers shall receive their first paycheck of each school year on the first bi-weekly payday (Thursday) on the payroll schedule following the first teacher workday. When a payday falls on a bank holiday, pay will be issued on the last business day before the holiday. Teachers shall receive one (1) final pay installment on or before June 30 of each fiscal year which will include the balance of any salary due for the contract year.

**C. Initial Placement on Salary Schedule:**

For initial placement on the salary schedule, contracted teaching experience elsewhere in a recognized educational institution, as determined by the Superintendent at the time of employment, shall determine placement in accordance with the following:

0-4 years of experience determination	Step equal to years of experience plus one
5-10 years of experience determination	Initial placement on Step 5
11-15 years of experience determination	Initial placement on Step 10(or last step if BA or BA+15)
16-20 years of experience determination	Initial Placement on Step 15(or last step if BA or BA+15)

This salary placement serves as a guide only. An individual teacher and the Superintendent may agree to a different placement on the salary schedule. Movement on the salary schedule in subsequent years shall be as per the provisions of this Agreement.

**D. Procedure for Payment upon Termination:**

A teacher who terminates employment with the Board shall receive his/her remaining salary, minus taxes and adjustments, within two weeks of termination of service.

**E. National Board Certification:**

Teachers who obtain certification from the National Board of Professional Teaching Standards shall receive a one-time payment of one thousand dollars (\$1,000) in the next contract year after the teacher obtains such certification, provided the teacher serves as a teacher in the school district for the entire contract year in which the teacher would receive such payment.

**F. Mileage Payments:**

Any teacher who uses a personal vehicle for the benefit of the District will be reimbursed for mileage at the IRS rate; carpooling is encouraged.

**7.5 Deductions from Salary**

**A. Association Dues:**

The Board agrees to deduct from the salaries of its teachers dues for the National Education Association, the Vermont NEA, and the Local Education Association. Said monies shall be transmitted to the treasurer of the Local Education Association on a regular basis. Teacher authorization shall be in writing and continuous from year to year as long as the teacher remains in the District unless the teacher notifies the Board in writing prior to July 1<sup>st</sup> of any year that he/she wishes to withdraw his/her authorization of dues deduction. Teachers who commence their employment after the beginning of the school year shall have fifteen (15) school days in which to submit an authorization to the Superintendent.

**B. Insurance Deductions:**

The Board agrees to deduct from teachers' salaries for the duration of the contract the teachers' health insurance premium share and optional plan premium payments covered by this Agreement in substantially equal installments.

**C. Other Deductions:**

The Board agrees to deduct from a teacher's salary any pre-tax annuities, or other Board-approved automatic payments as the teacher authorizes in writing. All payroll deductions are subject to payroll systems capacity.

**D. Authorization for Deductions:**

Other than legally mandated tax and wage garnishments, teacher authorization for biweekly payroll deductions shall be in writing. Deductions from the individual's pay shall commence within thirty (30) calendar days.

**E. Payroll Direct Deposit:**

All employees shall sign and deliver to the central office business department, upon hiring or before August 1, 2017 for current employees, the MRUSD form authorizing the direct deposit of all paychecks to a specified bank of each individual employee's choice. Such form shall hold the District harmless from any damages resulting from actions or inactions of any party subsequent to the School District having completed its obligations effecting the direct deposit.

**F. Continuation of Deductions:**

The same deductions shall continue from year to year as long as the teacher remains in the District unless the central office business department is notified of changes by the teacher in writing.

**ARTICLE 8: WORKING CONDITIONS**

**8.1 Workday:**

The teacher's workday shall consist of seven and one-half (7½) consecutive hours. Nothing shall preclude an individual teacher and the Administration from agreeing upon a separate starting or ending time for that teacher; provided, however, that the Association will be notified of any such change.

The workday for High School teachers will be shifted to include evening hours to accommodate the two (2) Parent/Student Orientations at the beginning of the school year.

**8.2 Work Year:**

The work year for teachers for School Year 2017-2018 shall be one hundred eighty-four (184) days including 175 student days and 9 in-service days; for School Year 2018-2019 the work year shall be one hundred eighty-five (185) days including 176 student days and 9 in-service days; for School Year 2019-2020 the work year for teachers shall be one hundred eighty-six (186) days including 177 student days and 9 in-service days.

**8.3 In-Service Days:**

For each school year, nine (9) in-service days will be scheduled at the discretion of the Superintendent/designee. No in-service days shall be scheduled earlier than one (1) week before the start of classes or later than one (1) day after graduation or the last day of classes, whichever is later. End of the year in-service days may be adjusted, as mutually agreed upon, in order to accommodate rescheduled school cancellation days.

**8.4 School Closing:**

Any school days lost due to inclement weather or emergencies as called by the Superintendent/designee will be made up. Make-up school days will be selected at the discretion of the Administration from scheduled in-service days, or days added at the end of the year, or on other days mutually agreed upon by the Association and the Board.

**8.5 Daily School Schedule:**

The Superintendent/designee or Principal shall establish the daily school schedule. High School teachers will teach the equivalent of five (5) classes per semester.

## **8.6 Preparation, Meeting, and Collaboration Time:**

Each teacher shall have a minimum of 200 minutes per week for individual preparation, meetings and collaboration with colleagues. Administration will work diligently to offer one (1) prep period per day. High school teachers will have a minimum of one prep period per day. In addition, high school teachers will be assigned a daily advisory group for the entire school year. During collaborative periods, high school teachers will be engaged in professional collaboration within, between, and among content areas and student services. During the enrichment period, high school teachers will be assigned supervision of students and provide student support.

## **8.7 Adjusted Assignments:**

A teacher and the Administration may mutually agree to adjust assignments. Additional pay for extra instructional assignment(s) shall be made. A minimum rate of 1/14 of the teacher's annual salary for each extra assignment per semester will be paid. This salary will be pro-rated for assignments of less than one semester.

## **8.8 NWTC and ECP (Pre-School) Teacher Schedule:**

In recognition of the need to meet State and Federal Regulations and program requirements, staff members of the NWTC and the Early Childhood Program may have an adjusted schedule.

## **8.9 High School Department and Program Leadership**

- A. The Administration, with agreement from the Board, shall determine the number of Department and Program Leaders. Appointments shall be announced by the Administration by April 1 prior to the new school year. Appointments covered by this Article are one-year only and may be terminated or extended at the end of the school year.
- B. Department and Program Leaders will be scheduled for no more than eight (8) teaching assignments per school year. Compensation will be \$4,000, prorated for Departments with fewer than 10 staff members.
- C. The Administration, with agreement from the Board, during the term of this Agreement may add new Department and Program Leaders, as the Board deems necessary.
- D. No Department or Program Leader shall be removed from his/her position during the school year without just cause. However, the decision not to reappoint the person to fill the position for a subsequent school year shall be at the Administration's discretion with agreement from the Board and not subject to the grievance and arbitration procedures of the Master Agreement. A Department or Program Leader who will not be reappointed for a subsequent school year will be notified in person at a meeting with his/her supervisor or Administrator and in writing no later than April 1st.

## **8.10 Extra Duties:**

Thirty (30) hours of extra duties outside of the school day per year, shall be assigned to each teacher. No more than twenty (20) hours will be utilized for up to two (2) hours each month for faculty meetings outside the school day. The remaining hours shall be assigned at the discretion of the Principal. The administration will strive to publish a schedule by September 1st.

## **ARTICLE 9: MEDICAL EXAMINATION**

### **9.1 The Exam**

Medical examinations may be required of any teacher at the discretion of the Board/designee.

### **9.2 Reimbursement**

Reimbursement for the full cost of such examination shall be made by the Board, provided that both the cost and the extent of the medical services to be performed are approved by the Board in advance.

## **ARTICLE 10: FAMILY MEDICAL LEAVE ACT (FMLA)/VERMONT PARENTAL AND FAMILY LEAVE LAW (VPFLL)**

### **10.1 Compliance**

To the extent that statutory provisions are applicable and the employee is eligible, the Board shall comply with the requirements of the federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Law (“VPFLL”), and the District’s Family and Medical Leave Policies and procedures.

### **10.2 Requirements for Leave**

Pursuant to federal and state regulations, leave under these acts shall be measured from when an employee first utilizes leave under this Article. All leave time granted under this Article will run concurrently with any other paid or unpaid leave, including but not limited to sick leave and Workers’ Compensation leave. In order to return to work, a teacher will be required to provide adequate notification to the Superintendent/designee from a healthcare provider to ensure their “fit for duty” status.

### **10.3 Requests**

Employees who are interested in using FMLA/VPFLL leave should contact Human Resources to review the benefits available to them and to request the appropriate application and certification forms.

### **10.4 MRUSD Policies**

All other matters regarding the administration of leave provided pursuant to the FMLA and the VPFLL shall be as provided by the MRUSD policies and practices.

## **ARTICLE 11: LEAVES**

### **11.1 Professional Days:**

At the Principal’s discretion, a teacher shall be allowed three (3) professional leave days each year, for the purposes of visiting other schools or attending meetings or conferences of an educational nature, or for improving his/her effectiveness or performance in his/her classroom assignment.

Requests for such days shall be made to the Principal in advance of the time desired. Such days may be granted with shorter notice than one (1) week only if a substitute, if needed, may be obtained and if otherwise approved by the Principal.

Professional days shall not be cumulative from year to year. If a teacher is directed to participate in Professional development days by the Superintendent/designee, these days shall not count toward the three (3) day teacher benefit described in this Article.

Employees may participate in state or national professional educational conferences, which may be scheduled during a school day with Principal approval. However, travel funds for these conferences may only be granted if such funds are planned for in the regular budget for the year and if the teacher submits a reimbursement request.

### **11.2 Leave from a Contract:**

A leave of absence for up to one (1) year, without pay, may be granted to teachers at the discretion of the Board. The Superintendent may, at his/her discretion, grant to teachers up to five (5) days unpaid leave.

The teacher must submit a written request to the Board with all details regarding his/her request. Requests for leaves of absence will be acted upon by the Board, normally within one (1) month.

All benefits to which a teacher was entitled at the time that such leave of absence commenced shall be restored to him/her upon return from said leave and he/she shall be assigned to the same position, if available, that he/she held at the time the leave commenced, or if not, to a substantially equivalent position.

A teacher on an unpaid leave of absence may continue to have health insurance coverage in the plan if he/she pays the full premium in monthly installments as they become due, subject to carrier conditions. The Board will not contribute to an H.S.A. or H.R.A. while a teacher is on unpaid leave.

Where the position of a teacher on leave has been abolished, the RIF Article shall govern his/her employment status.

Grievance under this Article may not be brought to arbitration.

### **11.3 Personal Leave**

Personal leave shall be granted for up to four (4) days to MRUSD teachers for personal, legal, business, household, or family matters that cannot be conducted outside the normal workday, as defined in this Agreement.

- A. Personal days must be approved in advance by the Administration. The Administration must be given at least forty-eight (48) hours' notice by the teacher for personal days, except in cases of emergency, as shared by the employee.
- B. Personal days may not be used to extend a holiday or vacation period except for extraordinary circumstances as determined by the Administration.
- C. Unused personal days may not be carried forward to the next year and are not paid out upon termination of employment.

### **11.4 Pregnancy and Child Care Leave:**

#### **A. Pregnancy Leave:**

A teacher who is pregnant shall notify the Superintendent of her estimated delivery date, as soon as possible. Any disability due to pregnancy is subject to medical certification, and time away from work may be covered under sick leave provisions. The teacher's physician shall determine a teacher's period of disability.



## **B. Child Care Leave:**

A teacher shall be entitled to child care leave (the birth or initial adoption/fostering of a child) up to the sum of any available personal and sick leave, up to 60 days. This leave will run concurrent with any rights eligible employees have under FMLA/VPFLA.

1. A teacher may be entitled to an unpaid child care leave for the balance of the school year. Written notification of the teacher's intention to request such leave must be given to the Board via the Superintendent as soon as possible, and, except in extenuating circumstances, no later than thirty (30) days prior to the commencement of said leave.
2. An exception to this deadline or extension of the leave beyond the school year may be granted at the Board's discretion. Such leave will run concurrently with FMLA and VPFLA for eligible employees.
3. A teacher on child care leave shall maintain his/her right to the same position held at the time the leave commenced, if available, or to a substantially equivalent position. At the discretion of the Administration, a replacement teacher may be placed in the position during the granted leave.
4. Subject to FMLA/VPFLA rules, a covered employee on child care leave shall continue to have his/her health insurance benefits provided as usual and customary for a period of up to twelve (12) weeks. After that time, the employee on child care leave may have health insurance coverage in the plan if he/she pays the full premium in monthly installments as they are due, subject to carrier conditions. The Board will not contribute to an H.S.A. or H.R.A. while a teacher is on unpaid leave for more than 30 days.

### **11.5 Sick Leave:**

All teachers shall be entitled to the following schedule of sick leave days with full pay and benefits each school year as of the first official day of said year whether or not they report for duty on that day.

- A. Each teacher shall accrue sick leave at the rate of fifteen (15) days per year, but not to exceed ninety-five (95) days of total sick leave accrued, including the current year.
- B. The Board may require medical verification of illness after three (3) consecutive days of absence, or whenever the Superintendent/designee requires additional information. If certification by a physician is required, the Board agrees to pay one hundred percent (100%) of the cost of a health care provider's "verification."
- C. Family Sick Leave: Teachers shall be permitted to use fifteen (15) days per year of their accumulated sick leave credit for illness of member(s) of the teacher's immediate family as defined in the Bereavement Article.

### **11.6 Sick Leave Bank:**

- A. Number of Days: A sick leave bank shall be provided for utilization by members of the MRUSD. Contributions to the sick bank are capped at 450 days.
- B. Participation: The days shall be established from sick days voluntarily set aside by teachers wishing to participate in this benefit.

1. In the first year of participation in the sick leave bank, full-time teachers must contribute two (2) days of their sick leave benefit; part-time teachers will contribute a prorated amount of the two (2) days based on their scheduled work week.
  2. Enrollment must be completed by September 15<sup>th</sup> of the first school year they wish to be a part of this benefit.
  3. The bank shall be replenished annually or whenever the balance falls below the cap, by adding additional days that are needed to serve the eligible and approved members.
  4. The qualification for continued participation shall be a contribution of one (1) day per full-time member and the prorated amount of one (1) day for part-time members
  5. If the total number of days is at the maximum cap days, teachers may still be allowed to participate; however, the days required for enrollment will be held in “escrow” by the Board until such time as the number of banked days falls below the maximum days.
- C. Utilization: Participating members shall have a maximum cumulative withdrawal, of 75 days per year, subject to Sick Bank Committee approval. Participants may only utilize the sick leave bank benefit when they have exhausted all other accumulated sick leave days and as a result of a catastrophic illness or disability, or the continuation of said illness or disability.
- “Catastrophic Illness or Injury” is defined as a severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick, personal, vacation and/or compensatory leave time. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.
- D. Long-Term Insurance Provision: Participants may not utilize the sick leave bank once they have met the sixty (60) calendar day eligibility requirements for long-term disability insurance.
- E. The participant may be approved for withdrawal of up to an additional thirty (30) days in a contract year for the occurrence of a different qualifying illness or disability. The sick leave bank committee will approve all withdrawals.
1. Sick Bank Committee: The sick leave bank shall be administered by a district committee comprised of four (4) Association representatives (one from each school building), the Superintendent/designee, and two (2) building administrators.
  2. All recordkeeping involved in administering the sick leave bank shall be the responsibility of the Association, but the Superintendent's office shall receive copies of all such records by October 15. The Association will make the best efforts to promptly respond to any subsequent requests by the Superintendent. In any given case of a member of the bargaining unit applying for days under the sick leave bank, the district committee shall consider the merits of each application submitted by participating members and reach a decision on

whether or not the application shall be approved. The decision of the district committee is final, and not subject to grievance or arbitration under this agreement.

### **11.7 Jury Duty:**

A teacher who is called to jury duty, as deemed necessary by the court, shall notify the Administration in accordance with the District leave procedures and as far in advance as possible regarding duty obligations which might occur during the school year.

Compensation for each day of jury duty shall be at the staff member's regular wage less usual and customary deductions. Any compensation received by the court, excluding reimbursed expenses, must be reimbursed to the District.

Teachers shall not incur any loss of benefits for jury duty services while performing these duties.

### **11.8 Military Leave:**

A teacher who is called to military duty shall notify the Administration as far in advance as possible regarding any duty obligations (military reserve, National Guard, etc.) which might occur during the school year. Whenever possible, an employee shall make an attempt to schedule such duty at times outside of regularly scheduled working hours. Time away from work will be considered unpaid time.

Employees called to active duty will be subject to the District's Military policy and procedures, consistent with applicable laws.

### **11.9 Bereavement Leave:**

Upon request, a teacher shall be granted up to five (5) paid days of bereavement leave for each death of a member of the teacher's immediate family. Members of the immediate family for the purpose of this contract shall be a father, mother, brother, sister, son, daughter, step-child, step-parent, husband, wife, civil union partner, grandparent, in-laws, or resident member of the teacher's household. Said leave time may be extended or may be approved for the death of another person relevant to the employee at the discretion of the Principal and will not be deducted from any other leave.

### **11.10 High School Coverage of a Teacher on Leave:**

When a teacher needs coverage while on leave, the following process will be used:

- A. The administration will maintain a list of qualified substitute teachers from which substitutes will be selected.
- B. In the case of an emergency and/or if a qualified substitute is unavailable, short-term absences will be covered by members of the same department when:
  1. Such member is scheduled for no more than three teaching/supervising assignments that day; and
  2. The substitute assignment is not during the first preparation period of two non-consecutive preparation periods.
- C. In the event that a qualified substitute is not available for an absence longer than three (3) days, vacancies may be filled by faculty members on a rotational basis, at the Principal's discretion.

D. Faculty serving in this capacity will be paid \$25.00 per class covered.

### **11.11 Union Related Absences:**

The Association will pay for substitutes for union-related absences.

## **ARTICLE 12: INSURANCE**

### **12.1 Health Insurance:**

#### **A. Health Insurance July 1, 2017- December 31, 2017:**

Teachers will continue their coverage on the VEHI Dual Option Health Insurance Plans or the JY plan.

1. An employee electing one of the VEHI dual option health insurance plans shall contribute twenty percent (20%) of the total cost of the premium for the applicable level of coverage (single, two-person, or family plan). An employee electing to enroll in the JY option will have an additional cost equaling the difference in premiums between that plan and the VEHI dual option plan.

#### **B. Health Insurance January 1, 2018 – June 30, 2020:**

Teachers will have the choice of four VEHI Health Insurance plans. The employer will provide the value of 80% of the Gold CDHP tier premium toward any plan chosen by the employee. An employee electing to enroll in a higher cost plan (Platinum or Gold) will have an additional cost equaling the difference in premiums between that plan and the Gold CDHP tier. An employee electing the Silver CDHP tier will have a reduced cost in premium equaling the difference between the Gold CDHP tier and the Silver CDHP tier. In addition, teachers will have the choice of either a Health Savings Account (H.S.A.) for either the Gold CDHP or the Silver CDHP plans, or a Health Reimbursement Arrangement (HRA) for the Gold CDHP plan.

##### **1. H.S.A.**

Employees who enroll in either a Gold CDHP or Silver CDHP plan and who choose an H.S.A. will be provided the following:

- a. H.S.A. amount: \$5000 for Family, 2 Person, or Adult/Child(ren); \$2,500.00 for Single plan, pro-rated for January 1, 2018 – June 30, 2018
- b. No match required by employee
- c. Employer will pay administrative costs
- d. H.S.A. amount will be paid on a bi-weekly schedule by the employer to employee's H.S.A. account established by the third party administrator.
- e. Amount of funding for employees hired for less than a full plan year will be prorated monthly.

##### **2. H.R.A.: Employees who enroll in the Gold CDHP plan and who choose an HRA will be provided the following:**

- a. HRA amount \$5000 for Family, 2 Person, or Adult/Child(ren); \$2,500.00 for Single plan, pro-rated for January 1, 2018 – June 30, 2018 based on the time period in which the HRA account is in effect. The funding noted above is available immediately upon effective date of the HRA plan.
- b. Covered expenses include applicable deductible expenses, and co-insurance expenses, including prescription expenses.

- c. No match or minimum contribution by employee
  - d. Employee will pay administrative costs equal to the difference between the administrative charge for H.S.A. and HRA
  - e. HRA approved expenses are paid directly to the employee. Employee cannot change this feature. There is no individual payment cap.
  - f. Runout – the amount of time after the end of the plan year in which claims can be submitted is 60 days.
  - g. Residual funds unused at the end of each year revert to the Employer.
  - h. Amount of funding for employees hired for less than a full plan year will be prorated monthly.
- C. Employees will authorize a payroll deduction for premiums per the payroll procedures.
- D. Teachers may change their membership in the health insurance plan as provided by the health carrier regulations or during open enrollment (January 1).
- E. For a teacher who has a spouse/civil union partner working in the district, only one person may carry the insurance for the family. The other person will not be eligible for the cash-in-lieu option.
- F. Cash-in-Lieu Option: A teacher who qualifies for health coverage may have the choice of accepting said plan or accepting a taxable cash benefit of twenty percent (20%) of the district premium share for the Gold CDHP family plan in lieu of coverage.
- 1. A teacher must provide written certification annually, by January 1, or within thirty (30) days of hire, that the employee and his/her “tax family” \* are covered under other permissible health plan coverage.
- \*a tax-family includes the employee and dependents who would be eligible for enrollment in the employer plan and who the employee reasonably expects to claim as a tax dependent for the calendar year.
- 2. The cash-in-lieu option must be selected annually by January 1<sup>st</sup> or within 30 days of hire.
  - 3. This cash-in-lieu option shall not apply to the dental or life insurance benefits.
  - 4. If the teacher accepts cash-in-lieu of health coverage, then he/she shall forego health coverage for the school year, unless he/she becomes eligible for enrollment under a qualifying event, as determined by health carrier regulations or during the open enrollment period.
  - 5. Payments for the cash-in-lieu option will be made in each payroll based on the payroll schedule for the district.

## **12.2 Dental Insurance:**

The MRUSD Board shall select and maintain a dental insurance plan for full-time employees and shall contribute one hundred percent (100%) of the cost for single or family coverage.

### **12.3 Long-Term Disability (LTD) Insurance:**

The Board shall provide a long-term disability insurance benefit according to carrier regulations. The employee shall pay the full premium cost for said plan via payroll deductions. The district will reimburse employees for such deductions on or before the last payroll in June of each school year. Such reimbursement shall be equal to the full amount that was deducted from his/her paycheck.

### **12.4 Life Insurance:**

The Board shall provide for full-time employees a term life insurance benefit in the amount of \$30,000 and said benefit shall continue in full force and effect for the duration of the contract.

### **12.5 Section 125:**

The Board shall set up a Section 125 plan available to all teachers. The plan is administered at the Board's expense.

## **ARTICLE 13: REDUCTION IN FORCE**

### **13.1 Notification to the Association:**

The Association shall be notified of any contemplated reduction in force as early as possible, but not later than March 15, 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.

Notification shall state the number of MRUSD staff reductions scheduled to take effect the following year.

Written notice (including email) to the Association of any contemplated reduction in force shall precede any other formal notice to any of the staff. No formal notice shall be released to the media until the Association's challenge hearing.

The provisions of this Article shall not apply to any reduction in force that may occur as a result of vacancies occasioned by teacher resignations, dismissals, or deaths where the Board chooses not to fill the vacated position.

If the Board chooses to fill the vacated position by involuntary transfer, the provisions of the Vacancies and Transfers Article shall also apply.

### **13.2 Meeting with the Superintendent:**

At the request of the Association, the Superintendent will provide an opportunity for the Association to challenge the need for a reduction in force. This meeting shall occur within five (5) days of the Association's receipt of the notice of staff reduction. Said meeting shall be held in a timely fashion prior to a formal board decision regarding a staff reduction.

### **13.3 Meeting with the Board:**

Upon receipt of the Superintendent's decision, if the Association wishes to meet with the Board, such request will be submitted in writing and within five (5) workdays. The Board will respond to the Association's request within five (5) workdays. This meeting will take place at a mutually agreeable time and prior to a formal board decision regarding a staff reduction.

#### **13.4 Notification to the Teacher:**

The layoff of a teacher or any reduction in a teacher's full-time equivalency (FTE) shall be made only after the Association has the opportunity to meet with the Superintendent/designee as established in Article 13.2. The teacher will be notified in writing of the reason(s) therefore no later than April 15. Notification to a teacher of a layoff or reduction in salaried time shall be conducted personally and privately. The teacher may, at his/her option, have a representative of the Association present at such meeting.

#### **13.5 Staff Reduction:**

Within the MRUSD where a reduction in force is to take effect, teachers shall be laid off in reverse order of seniority.

- A. Seniority: For purposes of this Article, seniority, as defined in Appendix E, or, those not listed in Appendix E, will be calculated from the beginning of a teacher's most recent period of continuous employment as a teacher in the MRUSD and will begin to accrue as of the date the teacher signed his/her contract, commencing that period of employment.
- B. Part-time Employees under Contract: For the purposes of this Article, part-time teachers will accrue seniority on a pro rata basis, based on their scheduled hours.
- C. Seniority will be established annually at the end of the fiscal year. A seniority list prepared by the Administration will be provided to the Associations no later than December 1 of the following school year.
- D. Leaves of Absence: Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by an unpaid leave of absence, by employment by the Board in a position outside the negotiating unit, or for a period of two (2) years from the effective date of layoff during the recall period, but such time will not be counted in computing seniority.
- E. When seniority is equal, ability to perform the work in question, as determined by the Principal/Administration, will be the deciding factor, and such determination shall not be subject to grievance or court appeal.

#### **13.6 Recall:**

If there is a vacancy to be filled in a bargaining unit position, RIF'd teachers who are certified and qualified to perform the work in question will be recalled within the MRUSD in seniority order.

- A. Teachers shall retain the right to recall for a period of two (2) years from the effective date of layoff, which is September.
- B. Notice of recall will be given by registered mail to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association.
- C. If a teacher fails to accept the position within twenty (20) calendar days of postal service confirmation of receipt, he/she will be deemed to have refused the position offered and waived recall rights under this Agreement.
- D. The recall provisions of this Article shall not be construed to deny a senior, part-time teacher 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 of first refusal for any part-time position within the MRUSD that becomes open for which he/she is 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 his/her rights for a full-time position.

**13.7 Displacement Rights:**

A teacher who is notified that he/she is to be laid off will have the right to displace the least senior teacher whose work he/she is certified to perform within the MRUSD provided, however, that he/she has evidence of this certification on file with the Central Office or presents such evidence to the Superintendent within ten (10) school days of receipt of notice of layoff.

Written notice of intent to exercise this displacement right must be given to the Superintendent and Principal/Director, with a copy to the Association, within ten (10) school days after a teacher is notified that he/she is to be laid off.

Within the MRUSD, five (5) school days after he/she receives such notification, the Superintendent will notify the least senior teacher that he/she is to be displaced. A teacher who displaces another teacher will not suffer a loss of salary or benefits.

A teacher who is to be displaced pursuant to this section will have the same displacement rights as compared to a less senior teacher as a teacher who is to be laid off pursuant to Article 13.8 below.

**13.8 Transfer:**

If an opening exists within the MRUSD and if the teacher affected by the reduction in force is certified for that position within the MRUSD and qualified, he/she will be transferred to that position.

**13.9 Insurance:**

In the event that the laid-off teacher is unable to obtain other employment, the District shall permit him/her to buy the current medical insurance coverage for a length of time and cost determined by COBRA laws and will be consistent with insurance carrier's regulations. The Board will not contribute to an H.S.A. or H.R.A. once an employee leaves its employ for any reason.

**ARTICLE 14: VACANCIES AND TRANSFERS**

**14.1 Vacancies:**

Open positions in the MRUSD will be made available through the job posting process to all teachers eligible for recall or in receipt of a staff reduction notice and who have not been reassigned.

**14.2 Voluntary Transfers:**

Should a vacancy occur within the bargaining unit, either through creation of a new position or a vacancy in an existing position, and should there be no teachers on full or partial layoff status eligible to be recalled to said position under the terms of the RIF Article, then the Association President shall be notified in writing and said vacancy shall be posted in each school's Main Office and/or near teachers' mailboxes for a minimum of seven (7) calendar days, during which time currently employed teachers



shall be given the opportunity to apply to the Superintendent, in writing, for a voluntary transfer to such position. An employee who is certified and qualified will be reviewed for the position prior to the Superintendent/designee reviewing candidates from outside the School District.

### **14.3 Involuntary Transfer:**

In the event that it becomes necessary to involuntarily transfer a teacher, it shall be done through consultation with the MRUSD and Building Administration and any teacher directly affected.

- A. An involuntary transfer shall not be used as a form of discipline.
- B. The least senior teacher in the certification area affected by the involuntary transfer will be considered for transfer.
- C. Every effort will be made to notify a teacher as early as possible.
- D. No transfer will be made outside a teacher's area of licensure.

## **ARTICLE 15: PROFESSIONAL DEVELOPMENT**

### **15.1 Professional Development Benefit:**

- A. A teacher must complete one (1) full year before this benefit takes effect, unless the Superintendent/designee directs a teacher to take a course or workshop.
- B. Approved professional development may include coursework, workshops, and/or conferences.
- C. Professional development activities must be in the teacher's current subject area or anticipated area of assignment, or for licensure related to the teacher's area of responsibility. Reasonable requests shall be approved, provided staffing resources allow.
- D. Coursework shall be at the graduate level and approved in advance by the Superintendent/designee. Other coursework, not at the graduate level, must be approved in writing and in advance at the Superintendent's discretion. Coursework with Pass/Fail grading shall not be eligible for reimbursement or for consideration in salary column movement.
- E. Conferences and workshops must be approved in advance by the building Principal.
- F. The professional development allowance shall not exceed the cost of the current graduate course rate at UVM for three (3) credits plus \$500.00 per person placed on the Masters, Masters +15 or Masters +30 salary columns, or the cost of the current graduate course rate at UVM for six (6) credits plus \$500.00 per person placed on the BA, BA+15 or BA+30 salary columns. The total professional development allowance may be utilized by an employee for courses, workshops, or conferences.
- G. The professional development allowance shall be pro-rated for employees working less than 1.0 FTE.
- H. If the Superintendent/designee directs a teacher to take a course or attend a professional workshop or seminar, the Board shall pay the costs associated with such professional activity, and such payment shall be over and above the reimbursement amount available to teachers under this section.

- l. If an employee enrolls in an approved graduate course or workshop/conference in one fiscal year (July 1- June 30) and the course is not completed until the following fiscal year (after July 1), the cost of the course or workshop, whether prepaid or reimbursed, shall be counted against the employee's professional development allowance for the fiscal year in which the course or workshop began.

### **15.2 Eligibility for Payment:**

Payment for tuition or for professional activity costs are subject to the following provisions:

- A. All professional development activities (graduate courses, workshops, conferences or seminars) must be approved in advance by the appropriate administrator(s) as provided in the provisions of this Article.
- B. Course completion: satisfactory completion of coursework is required, including documentation of a grade of B- or above. In consideration of meeting time deadlines, proof of "course completion" means any reasonable written proof (e.g. a letter from the course instructor, grade report) that the course has been completed with a grade of B- or above. If not so completed, the teacher shall reimburse the Board the amount of money advanced. An official transcript shall be submitted to the Superintendent upon completion of any college course.
- C. Professional Activity completion: Documentation of attendance/completion will be submitted for professional activities.
- D. Costs for workshops and conferences, at the discretion of the building administrator, may include registration, fees associated with required program materials, and mileage. Meals are not eligible for payment or reimbursement.
- E. Grant funded professional courses and activities are only eligible for reimbursement, not pre-payment.

### **15.3 Pre-payment Procedures:**

At the option of the teacher, pre-payment shall be made for approved professional development courses and activities that meet the following provisions:

- A. The teacher must sign an authorization form at the time he/she receives pre-payment monies providing for automatic deduction from his/her pay of the pre-payment in the event he/she does not satisfactorily complete the course or activity.
- B. Pre-payment for summer or fall courses, workshops, or seminars of the upcoming school year shall be made only if the teacher has signed a contract, or letter of intent in the event of an unsettled successor contract, to return for said upcoming school year.
- C. A purchase order for the purpose of registering teachers for summer or fall courses (that begin after July 1) will be submitted to the educational institution before July 1 if the teacher has signed a contract or letter of intent to return for said upcoming school year. A teacher who fails to return shall be obligated to pay back the district the full value of the pre-payment.
- D. Pre-payment for activities that begin after July 1<sup>st</sup> shall not be available until July 1<sup>st</sup> of the appropriate fiscal year. Grant-funded activities are not eligible for pre-payment.

- E. Approved pre-payment requests shall be processed for payment within thirty (30) work days.

**15.4 Reimbursement Procedures:**

Upon successful completion of a course or activity, a teacher shall receive reimbursement for documented costs that meet the following provisions:

- A. If requesting reimbursement for course or activity costs, the teacher must submit proof of attendance and completion plus all invoices, receipts, or other appropriate evidence of payments within 60 days of the final day of the course or activity.
- B. Reimbursement requests that meet the provisions of this Article shall be processed for payment within thirty (30) work days after final approval.

**15.5 Salary Schedule Advancement:**

Earned graduate credits may be considered for salary advancement if the credits have been approved by the Superintendent/designee prior to beginning the credited course work. Graduate credit related to the individual teacher's subject area, certification endorsements, area of responsibility, or as otherwise approved by the Superintendent/designee and granted by an accredited college, university, or other post-secondary institution will be considered for salary movement. The Superintendent/designee reserves the right to award credit for other course work experience.

It shall be the responsibility of the teacher to provide the Superintendent/designee with the appropriate documentation as proof of completion of the credits prior to the beginning of the school year or first pay period. In all cases, the teacher shall provide an official transcript to the Superintendent.

For column movement beyond a Bachelor's degree, graduate coursework with a minimum grade of B- must occur after the degree is conferred and within ten (10) years of the request for each column movement. For column movement beyond a Master's degree, graduate coursework with a minimum grade of B- must occur within ten (10) years of the due date for the application request for each column movement.

For movement on the salary schedule for the following year, teachers shall notify the Superintendent on or before December 1st that the teacher expects to move horizontally across the salary schedule for the succeeding year. The Superintendent must be notified by hand delivery, by email with notification of received mail, or by certified mail, postmarked on or before December 1st if the teacher expects to be eligible for a higher salary schedule the succeeding year. A teacher may move only one column on the salary schedule each year.

**ARTICLE 16: TEACHER EVALUATION**

**16.1 Conducting Evaluations:**

Evaluations shall be conducted in accordance with established District protocols.

- A. New Teachers: Teachers new to the District/on probation shall be evaluated at least twice by April 15th, except teachers who begin employment after January 1st; these teachers shall be evaluated at least twice by the end of the calendar year. New teachers shall be apprised of the nature of the evaluation procedures upon hiring.

- B. Continuing teachers: Continuing teachers shall participate in the District evaluation system and timeline, and the Administration shall maintain evidence of their instructional practices.
- C. Performance Improvement Plans: If an administrator/evaluator finds a teacher to be deficient, the teacher shall participate in a performance improvement plan. Deficiencies shall be set forth in writing, and expected improvements shall be identified. The teacher will provide evidence of consistent and specific progress in addressing any deficiencies cited within a specific timeframe. The teacher may request a mentor, peer coach or other professional supports. The evaluator/administrator shall have discretion in approving any such supports. Professional development and other supports approved by an evaluator/administrator shall be provided at no cost to the teacher.

### **16.2 Changes to Evaluation System:**

Administrators who evaluate and observe teachers shall conduct a group conference with the faculty by June 1<sup>st</sup> to describe any changes in the nature of the teacher evaluation program which shall be utilized.

### **16.3 Personnel Files:**

- A. A teacher shall have the right, upon request and at reasonable times, to review the entire contents of his/her personnel file. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.
- B. If the teacher believes that any material contained in his/her personnel file is obsolete or otherwise inappropriate, he/she may petition the Superintendent for its removal, but the decision of the Superintendent shall be final. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the staff member has had an opportunity to review such material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written response to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. All records will be retained according to MRUSD Record Retention Procedures.
- D. The Board will not establish or use "confidential" files separate from the teacher's personnel files that can be used in any way in any personnel decision regarding a teacher.

### **16.4 Complaints**

- A. Any complaint concerning a teacher that is brought to the Administration by a parent or other person(s) will be investigated in a timely manner. The administrator shall notify the staff member promptly, not to exceed five (5) days, of any such complaints, accusations, or allegations. The staff member shall be given an opportunity to answer any complaints, accusations, or allegations.
- B. If an investigation is conducted by the administration, the teacher will be kept apprised of the investigation from its outset. A teacher shall be entitled to bring

his/her Association representative to any meeting in which he/she is asked or required to attend as part of the investigation.

## **ARTICLE 17: GRIEVANCE**

### **17.1 Definition:**

- A. A grievance shall occur whenever there is any written claim by the Association or a teacher that there has been one of the following: a violation, misinterpretation, or misapplication of the terms of any negotiated agreement; or violation of any established policy or practice. Under no circumstance shall any matter which is not a part of this contract be considered a valid cause of grievance.
- B. A grievant is the Teachers' Association or any aggrieved person(s) who institute(s) a grievance at its initial stage or continues the grievance at any step under this contract.
- C. No grievance shall be processed under this Agreement if the grievant has filed, or permits to be filed on his/her behalf, any claim, complaint, charge, or suit complaining of the action grieved with any state or federal agency or court having jurisdiction over such matters.
- D. No grievance will be given formal consideration unless it is filed at Step 1 within twenty (20) workdays after the grievant had knowledge of, or could reasonably be presumed to have knowledge of, the occurrence which gave rise to the grievance. If a grievance is not filed within the time limit set forth in this section, the right to file a grievance has ended.
- E. Time Limits: All time limits contained in this grievance procedure shall consist of workdays. Workdays for purposes of this grievance shall mean teacher employment days. For any grievance filed on or after June 1<sup>st</sup> and prior to the start of the next school year, time limits shall consist of all weekdays (Mon.- Fri.), exclusive of holidays, so that the matter may be resolved as soon as possible.

### **17.2 Association Representation:**

At least one Association representative chosen by the Association shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.

### **17.3 Informal Discussion:**

Nothing contained within this grievance procedure shall be construed as limiting the right of any teacher having a potential grievance to discuss the matter informally with his/her Administrator before filing the matter as a formal grievance and having the dispute adjusted without intervention of the Association, provided that such adjustment is not inconsistent with the terms of this contract.

### **17.4 Procedural Requirement:**

No grievance shall be entertained except in accordance with the procedures specified in this contract. Failure by the grievant to adhere to these procedures within the specified time period shall render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time period shall be construed to be a decision against the grievant and the grievance will advance to the next step.

### **17.5 Presentation and Witnesses:**

At each step of the grievance procedure, each party shall have the right to include presentation, such witnesses and evidence, as it deems necessary to develop facts pertinent to the grievance. The Association and the Board shall have the right to have its legal counsel(s) present at any stage of the grievance or arbitration process. If either party anticipates using a student as a witness, the student may only participate if the parent has provided written consent and the other party has been provided a three (3) day advance notice in writing. At no time shall the grievant be represented by an administrative official of the District.

### **17.6 Procedural Steps:**

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, the Association representative will intervene to assist in the resolution. However, should such informal processes fail to satisfy the employee or the Association, then a grievance may be processed as follows:

**Step 1:** The employee or the Association may present the grievance in writing, setting forth the facts describing the problem(s) (who, what, where, when, and how) being grieved and cite the alleged contract violation(s), and stating the redress sought, to his/her respective school principal, or immediate administrative supervisor, who will, within five (5) workdays after receipt of the grievance, arrange and confirm a mutually agreeable date for a meeting with the parties. The Association's representative, the aggrieved teacher, and the Administrator shall be present for the meeting. The Administrator must provide the aggrieved teacher and the Association with a written answer on the grievance within ten (10) workdays after the meeting. Such answer shall include the reasons upon which the decision was based. Unless the Association and Superintendent agree to bypass Step 1 and go to Step 2:

Provided the Association and the Superintendent agree, Step 1 may be bypassed and the grievance brought directly to the next Step. Class grievances involving an Administrator above the School Principal level may be filed by the Association at Step 2.

**Step 2:** If the grievance is not resolved at Step 1, then the Association and/or the grievant(s) shall refer the grievance, in writing, stating the specific problems and redress sought, to the Superintendent within ten (10) workdays after the Step 1 answer is received. Within ten (10) workdays of the receipt of the appeal, the Superintendent shall arrange for a meeting with the representative(s) of the Association and the grievant(s) to hear the substance of the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide a written decision to the Association and the grievant(s). Such answer shall include the reason(s) upon which the decision was based.

**Step 3:** If the grievance is not resolved at Step 2, then the Association and/or the grievant(s) shall refer the grievance, in writing, stating the specific problems and redress sought, to the Chairperson of the Board (c/o the Superintendent) within ten (10) days after the Step 2 answer is received. Within ten (10) days of the receipt of the appeal, this Board shall arrange for a meeting with the representative(s) of the Association and the grievant(s). The Superintendent and Board shall set a meeting not

later than thirty (30) workdays after the appeal. The Superintendent and the Board shall meet to hear the substance of the grievance. Upon conclusion of the hearing, the Board will have ten (10) days to provide its written decision to the Association and the grievant(s). Such answer shall include the reason(s) upon which the decision was based.

**Step 4:** If the grievance is not resolved at Step 3 and arbitration is desired, the Association shall, within twenty-five (25) days of receipt of the Board's Step 3 decision, request binding arbitration upon the matter. Such request shall be made in writing and shall be delivered in person or by registered or certified mail to the Superintendent and to the President(s) of the Association.

- A. If a demand for arbitration is not filed with the Superintendent within twenty-five (25) workdays of the date for the Board's Step 3 reply, or if either an arbitrator has not been selected or the grievance has not been filed with the American Arbitration Association (hereinafter "AAA") within twenty (20) workdays of the demand for arbitration, then the grievance will be deemed to be resolved on the basis of the Board's decision.
- B. The arbitrator shall be determined by mutual agreement between the Association and the Board, or its designated representatives. Should the parties be unable to agree upon an arbitrator within ten (10) days, then arbitration shall be requested from the AAA.
- C. Decisions of the arbitrator in matters of grievance shall be final and shall not be subject to appeal by either party except to the extent authorized by Vermont's Uniform Arbitration Act which the parties herein specifically incorporate into this Agreement.
- D. The arbitrator is empowered to award only compensatory damages and shall have no authority to award either interest on such damages or attorney fees. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no authority to add to, delete from, amend, ignore, or in any manner alter the terms of any negotiated agreement.
- E. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties. Should any party desire a transcript of the proceedings in arbitration, that party shall bear the full costs of such transcript. Should both parties order a transcript, then the cost of the two will be equally divided between the parties.
- F. At the arbitration hearing, the Association cannot allege that any other articles of the contract were violated that were not previously specified in writing at the filing or hearing of Step 2 of the grievance procedure.
- G. Questions of arbitrability will be submitted to the arbitrator as threshold issues and the arbitrator shall decide these questions first. However, should the arbitrator choose to rule after the hearing on the questions of arbitrability, he/she shall hear the entire case at this hearing to avoid the cost and inconvenience of a second hearing.

#### **17.7 Cooperation in Sharing Information:**

The Board, Administration, and Association agrees to cooperate with one another in their investigation of any grievance and further agrees to furnish one another with any

information requested which is established to be pertinent to the processing of a dispute presently being grieved, in a timely manner.

**17.8 Other Procedures:**

No grievance shall be processed during assigned working hours unless mutually agreed upon. No reprisals of any kind will be taken by the Board or the Association against any teacher because of his/her participation in this grievance procedure. The Board acknowledges the right of the Association's representative(s) to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if his/her Association's representative(s) is not present. Should the Step 1, 2, or 3 meeting of any grievance require that a teacher(s) or an Association representative(s) be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

**17.9 Filing of Grievance Documents:**

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

**17.10 Withdrawn Grievance:**

If a grievance is formally withdrawn (in writing) in a timely manner or settled at any level, it shall not establish precedent.

**17.11 Mutual Agreement on Time Limits:**

Time limits and/or procedures may be changed in the above Article if both sides mutually agree.

**ARTICLE 18: GENERAL INFORMATION/NOTIFICATION**

**18.1 Distribution of Master Agreement:**

The District shall publish to the website the Master Agreement within thirty (30) days of the date of ratification by both the teachers and the Board. If the Master Agreement is professionally printed, the cost shall be shared equally by the parties. All newly hired teachers will be given a copy of the contract.

**18.2 Adherence to Law:**

If any provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of the Agreement in its entirety or applications will continue in full force and effect. The parties will meet not later than fifteen (15) days after such holding for the purpose of renegotiating the provision(s) affected.

**18.3 Notification:**

- A. Where this Agreement requires an act by either party on a specific date, if the date falls on a weekend, a school holiday or non-school day, then the date shall be the next day school is in session. The exception to this rule is if the specific date is June 29<sup>th</sup> or 30<sup>th</sup>. In that case, the date shall be the last business day of the fiscal year.
- B. Any formal notice required to be given by one party to the other under the terms of this contract may be delivered in person, by registered mail, or certified mail, if conditions so warrant.



**ARTICLE 19: TERMS OF AGREEMENT**

This Agreement will become effective on **July 1, 2017** and will terminate on **June 30, 2020**. If either party wishes to modify the terms of this Agreement upon its expiration, such party will give the other notice no later than October 15, 2019 of its desire to negotiate changes.

This Agreement is hereby entered into between the Maple Run Unified School District Board of Directors of St. Albans, Vermont (herein referred to as the “Board” and the Maple Run Education Association, affiliate of the Vermont NEA and National Education Association (herein to be known as “Association”), which Agreement shall become effective on the 1<sup>st</sup> day of **July, 2017** and shall continue in effect through the 30<sup>th</sup> day of **June, 2020**.

Dated at St. Albans, Vermont this 16<sup>th</sup> day of May, 2017.

MRUSD Board of Directors:

/s/ James C. Farr

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James C. Farr, Board Chair

Dated at St. Albans, Vermont this 16<sup>th</sup> day of May, 2017.

Maple Run Education Association:

/s/ Michael Campbell

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Michael Campbell, Lead Negotiator

APPENDIX A: MRUSD TEACHER SALARY SCHEDULE, 2017-2018

Teacher Salary Schedule 2017-2018

MRUSD Professional Staff Schedule for FY18											
BA		BA+15		BA+30		MA		MA+15		MA+30	
Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary
1	41,975	1	43,725	1	45,475	1	47,225	1	48,975	1	50,725
2	43,725	2	45,475	2	47,225	2	48,975	2	50,725	2	52,475
3	45,475	3	47,225	3	48,975	3	50,725	3	52,475	3	54,225
4	47,225	4	48,975	4	50,725	4	52,475	4	54,225	4	55,975
5	48,975	5	50,725	5	52,475	5	54,225	5	55,975	5	57,725
6	50,725	6	52,475	6	54,225	6	55,975	6	57,725	6	59,475
7	52,475	7	54,225	7	55,975	7	57,725	7	59,475	7	61,225
8	54,225	8	55,975	8	57,725	8	59,475	8	61,225	8	62,975
9	55,975	9	57,725	9	59,475	9	61,225	9	62,975	9	64,725
		10	59,475	10	61,225	10	62,975	10	64,725	10	66,475
		11	61,225	11	62,975	11	64,725	11	66,475	11	68,225
		12	62,975	12	64,725	12	66,475	12	68,225	12	69,975
				13	66,475	13	68,225	13	69,975	13	71,725
				14	68,225	14	69,975	14	71,725	14	73,475
				15	69,975	15	71,725	15	73,475	15	75,225
				16	71,725	16	73,475	16	75,225	16	76,975
				17	73,475	17	75,225	17	76,975	17	78,725
						18	76,975	18	78,725	18	80,475
						19	78,725	19	80,475	19	82,225
						20	80,475	20	82,225	20	83,975

Associate Nurses	38,837
Associate Nurses	41,915

Grandfathered			
G/F	65,475	G/F (.9)	62,618
G/F	66,100	G/F	71,050

APPENDIX B: MRUSD TEACHER SALARY SCHEDULE, 2018-2019

Teacher Salary Schedule 2018-2019

MRUSD Professional Staff Schedule for FY19											
BA		BA+15		BA+30		MA		MA+15		MA+30	
Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary
1	43,185	1	44,935	1	46,685	1	48,435	1	50,185	1	51,935
2	44,935	2	46,685	2	48,435	2	50,185	2	51,935	2	53,685
3	46,685	3	48,435	3	50,185	3	51,935	3	53,685	3	55,435
4	48,435	4	50,185	4	51,935	4	53,685	4	55,435	4	57,185
5	50,185	5	51,935	5	53,685	5	55,435	5	57,185	5	58,935
6	51,935	6	53,685	6	55,435	6	57,185	6	58,935	6	60,685
7	53,685	7	55,435	7	57,185	7	58,935	7	60,685	7	62,435
8	55,435	8	57,185	8	58,935	8	60,685	8	62,435	8	64,185
9	57,185	9	58,935	9	60,685	9	62,435	9	64,185	9	65,935
		10	60,685	10	62,435	10	64,185	10	65,935	10	67,685
		11	62,435	11	64,185	11	65,935	11	67,685	11	69,435
		12	64,185	12	65,935	12	67,685	12	69,435	12	71,185
				13	67,685	13	69,435	13	71,185	13	72,935
				14	69,435	14	71,185	14	72,935	14	74,685
				15	71,185	15	72,935	15	74,685	15	76,435
				16	72,935	16	74,685	16	76,435	16	78,185
				17	74,685	17	76,435	17	78,185	17	79,935
						18	78,185	18	79,935	18	81,685
						19	79,935	19	81,685	19	83,435
						20	81,685	20	83,435	20	85,185

Associate Nurses	40,002
Associate Nurses	43,172

Grandfathered			
G/F	66,685	G/F (.9)	63,707
G/F	67,310	G/F	72,260

APPENDIX C: MRUSD TEACHER SALARY SCHEDULE, 2019-2020

Teacher Salary Schedule 2019-2020

MRUSD Professional Staff Schedule for FY20											
BA		BA+15		BA+30		MA		MA+15		MA+30	
Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary
1	43,785	1	45,535	1	47,285	1	49,035	1	50,785	1	52,535
2	45,535	2	47,285	2	49,035	2	50,785	2	52,535	2	54,285
3	47,285	3	49,035	3	50,785	3	52,535	3	54,285	3	56,035
4	49,035	4	50,785	4	52,535	4	54,285	4	56,035	4	57,785
5	50,785	5	52,535	5	54,285	5	56,035	5	57,785	5	59,535
6	52,535	6	54,285	6	56,035	6	57,785	6	59,535	6	61,285
7	54,285	7	56,035	7	57,785	7	59,535	7	61,285	7	63,035
8	56,035	8	57,785	8	59,535	8	61,285	8	63,035	8	64,785
9	57,785	9	59,535	9	61,285	9	63,035	9	64,785	9	66,535
		10	61,285	10	63,035	10	64,785	10	66,535	10	68,285
		11	63,035	11	64,785	11	66,535	11	68,285	11	70,035
		12	64,785	12	66,535	12	68,285	12	70,035	12	71,785
				13	68,285	13	70,035	13	71,785	13	73,535
				14	70,035	14	71,785	14	73,535	14	75,285
				15	71,785	15	73,535	15	75,285	15	77,035
				16	73,535	16	75,285	16	77,035	16	78,785
				17	75,285	17	77,035	17	78,785	17	80,535
						18	78,785	18	80,535	18	82,285
						19	80,535	19	82,285	19	84,035
						20	82,285	20	84,035	20	85,785

Associate Nurses	41,202
Associate Nurses	44,468

Grandfathered			
G/F	67,285	G/F (.9)	71,386
G/F	67,910	G/F	72,860

**APPENDIX D GRANDFATHERED STAFF**

		FY17 Info					FY18 Info			
							Grandfathered Staff			
<u>School</u>	<u>Name</u>	<u>FTE</u>	<u>Step</u>	<u>Column</u>	<u>Amount</u>	<u>Sch</u>	<u>FTE</u>	<u>Step</u>	<u>Column</u>	<u>Amount</u>
BFA	Capsey, Mark E	1.00	15	[BA]	64,350	BFA	1.00	G/F	[BA]	66,100
FCSU	Dion, Melissa P	0.90	G/F	[BA+15]	61,043	FCSU	0.90	G/F	[BA+15]	62,618
BFA	Habecker, Mary F	1.00	15	[BA]	64,350	BFA	1.00	G/F	[BA]	66,100
SACS	Mehaffey Jr., Frank B	1.00	G/F	[BA]	63,725	FCSU	1.00	G/F	[BA]	65,475
BFA	Murray, Geoffrey M	1.00	17	[BA+15]	69,300	BFA	1.00	G/F	[BA+15]	71,050
BFA	Vincelette, Adam B	1.00	15	[BA]	64,350	BFA	1.00	G/F	[BA]	66,100

**APPENDIX E: SENIORITY LIST AS OF SEPTEMBER 1, 2016**