

A G R E E M E N T

Between

**THE GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF EDUCATION**

and the

**ST. THOMAS/ST. JOHN FEDERATION OF TEACHERS
Local 1825, AFT**

and the

**ST. CROIX FEDERATION OF TEACHERS
Local 1826, AFT**

EDUCATION PROFESSIONALS



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NEGOTIATION TEAM MEMBERS

UNION:

Name	Title	Local
TYRONE J. MOLYNEAUX	PRESIDENT/CHIEF NEGOTIATOR	AFT, LOCAL 1826
VERNELLE S. DE LAGARDE	PRESIDENT/ASST. CHIEF NEGOTIATOR	AFT, LOCAL 1825
ALRID LOCKHART	FIRST VICE PRESIDENT	AFT, LOCAL 1825
BEVERLY M. NESBITT	FIRST VICE PRESIDENT	AFT, LOCAL 1826
ROSA SOTO-THOMAS	SECOND VICE PRESIDENT	AFT, LOCAL 1826
SIDNEY BELL	SECOND VICE PRESIDENT	AFT, LOCAL 1825
CLEMMIE C. MOSES	RECORDING SECRETARY	AFT, LOCAL 1825
RHONDA VANTERPOOL	RECORDING SECRETARY	AFT, LOCAL 1826
ZEATHEA MILLINER	TECH ASSISTANT	AFT, LOCAL 1825
SHIRLEY R. RYMER	NURSE LIAISON	AFT, LOCAL 1825
MARIE ELISE WITMER	NURSE CHAIRPERSON	AFT, LOCAL 1826
TOM FLOOD	AFT RESOURCE PERSON	AFT NATIONAL

MANAGEMENT:

Name	Title	Department
JESSICA GALLIVAN, ESQ.	CHIEF NEGOTIATOR	OFFICE OF COLLECTIVE BARGAINING
DR. LAVERNE TERRY	COMMISSIONER	DEPARTMENT OF EDUCATION
DONNA FRETT-GREGORY	ASSISTANT COMMISSIONER	DEPARTMENT OF EDUCATION
JEANETTE SMITH-BARRY	INSULAR SUPERINTENDENT-STT	DEPARTMENT OF EDUCATION
GARY MOLLOY	INSULAR SUPERINTENDENT-STX	DEPARTMENT OF EDUCATION
ALSCISS LEWIS-BROWN	DIRECTOR, HUMAN RESOURCES	DEPARTMENT OF EDUCATION
DEBRA E. GOTTLIEB	DIRECTOR	OFFICE OF MANAGEMENT AND BUDGETS
JOANNE MEYERS-RHYMER	DIRECTOR, BUDGET & CONTROL	DEPARTMENT OF EDUCATION
BARBARA CARRION	FINANCIAL ANALYST	OFFICE OF COLLECTIVE BARGAINING
ROBERT A. MOLLOY, ESQ.	ASSISTANT ATTORNEY GENERAL-LABOR	OFFICE OF COLLECTIVE BARGAINING



PURPOSE AND SCOPE

The St. Thomas-St. John and the St. Croix Federation of Teachers, Locals 1825 and 1826, American Federation of Teachers, AFL-CIO, represent professionals who have an interest in educational excellence that is far beyond the scope of a collective bargaining agreement governing terms and conditions of employment.

Therefore, not only does this Agreement contain provisions relating to bargainable terms and conditions of employment but it also provides for a system of communication and consultation whereby the Commissioner of Education, District Superintendents of Schools and the respective principals shall meet quarterly with representatives of the Union to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

The parties recognize that the Department of Education has unilateral authority in the field of educational policy and development. This Agreement is not intended to modify the discretionary authority concerning such matters vested in these bodies by the statutes of the Virgin Islands Code or the Organic Act. It is also recognized by the parties that all provisions of this Agreement may, during its life, be altered only by agreement of the parties. Nevertheless, it is hoped that a broad interchange of ideas in the areas of educational policy and development will contribute in a significant measure to the advancement of public education in the Virgin Islands.

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PREAMBLE

AGREEMENT, made this first day of September 2007, by and between the GOVERNMENT OF THE VIRGIN ISLANDS - DEPARTMENT OF EDUCATION, hereinafter called "the Department" and the ST. THOMAS-ST. JOHN FEDERATION OF TEACHERS and the ST. CROIX FEDERATION OF TEACHERS, affiliated with the AMERICAN FEDERATION OF TEACHERS, AFL-CIO, hereinafter called "the Union".

WHEREAS, the Department and the Union believe in the importance of schools as agencies for the preservation and extension of our democracy; and

WHEREAS, the parties of this Agreement have a common goal of providing the best possible education for all children; and

WHEREAS, it is the mutual responsibility of the Virgin Islands public school system and the educational professionals to ensure that good order and discipline are maintained throughout the system and that the classroom teacher is fully supported in all reasonable measures taken by him to effectuate good order and maintain discipline in his classroom; and

WHEREAS, the success of the Virgin Islands educational program is dependent upon the knowledge, skill and creative ability of educational professionals; and

WHEREAS, the Union recognizes that the basic responsibility of each educational professional is to use his skill and expertise in the most effective manner to improve the quality of education offered by the Virgin Islands Public Schools; and

WHEREAS, to obtain this goal, it is imperative that there be understanding and cooperation between the educational professionals and the Department, which is responsible for the operation of the school system; and

WHEREAS, the parties to this Agreement believe that the best interests of public education will be served by established procedures for bargaining with educational

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professional representatives on matters of common concern and orderly channels for appeal should any differences not be resolved; and

WHEREAS, the Union has been duly elected by a majority of educational professionals as their exclusive representative for purposes of dealing with the Department on matters of educational professional concern; and

WHEREAS, the parties desire to incorporate their agreements and certain other matters in a formal contract, and believe that such action is in the best interests of the community, children, school system and educational professionals; and

WHEREAS, the parties recognize that the development of educational policies and programs can best be accomplished by educational professionals, support staff, paraprofessionals, and administrators working together through their union representatives.

THEREFORE, the parties agree as follows:

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ARTICLE I
RECOGNITION, DEFINITIONS, STRIKE PROHIBITION
LOCK-OUT AND PREROGATIVES

A. RECOGNITION

The Department recognizes the Union as the sole and exclusive bargaining representative for all of those persons in the bargaining unit, employed by the Department, who are engaged in educational work, teachers with or without degrees, professional librarians, professional guidance counselors, teacher specialists, diagnosticians, registrars, department chairpersons, school nurses, physical therapists, psychologists, and social workers; excluding administrative and supervisory personnel such as: principals, assistant principals, directors, assistant directors, subject area supervisors, general supervisors, program coordinators, assistant program coordinators, further excluding all clerical, maintenance, custodial and school lunch employees.

The term "educational professionals" shall include counselors and librarians except where otherwise noted. Teachers employed by the Department who are teaching in programs funded by federal grants shall be included within the contractual definition of "educational professional". They shall be accorded all rights and protection provided by this contract; provided, however, that where there are conflicts between the terms and conditions of the grant provisions and the terms and conditions of the contract, the grant provisions shall supersede.

B. DEFINITIONS

1. **SCHOOL:** A substantial number of students generally organized in grades according to age and receiving instruction from one or more teachers, under the supervision of an administrative staff consisting of a principal, supervisors of instruction and a staff of support personnel; and centrally located in a single building or group of buildings. The cardinal objectives of a school are to stimulate and utilize the intellectual, cultural, emotional and social resources of the student to increase learning outcomes, pursue life learning goals and enable students to become contributing members of the community.
2. **PRINCIPAL:** The administrative head and instructional leader of a school, division or unit; such as a high school, middle/junior high school, or elementary

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school. A highly specialized full-time administrator jointly responsible for the management of his/her operation and the learning outcome of his/her students usually subordinate to the Insular Superintendent.

3. **TEACHER:** A person qualified and certifiable by the V.I. Board of Education employed in an official capacity for the purpose of guiding, nurturing, mentoring and instructing students in order that they may increase their knowledge base, critical thinking skills and self esteem.
4. **GUIDANCE COUNSELOR:** A person qualified and certifiable by the V.I.B.E. employed to guide and assist students for proper placement. A Guidance Counselor is responsible for testing, planning, maintaining and evaluating records of students assigned to them for counseling. Counselors shall perform individual and group counseling.
5. **DISTRICT RESOURCE SPECIALIST:** A person with a degree in a specialized area assigned to a program coordinator, or administrators, who assist teachers and those personnel responsible for the achievement of program goals and objectives. These employees are non-school based. However, State Specialists are recognized as members of the educational professionals bargaining unit until otherwise determined by PERB.
6. **LIBRARIAN:** A person qualified and certifiable by the V.I.B.E. employed in an official capacity for the purpose of managing the school library. A librarian is responsible for inventory, distribution/collection, procurement of books, equipment, reference materials and supplies in accordance with ALA standards.
7. **BUILDING REPRESENTATIVE:** The duly authorized Agent of the Union in each school. The Building Representative is the chief communication link between the Union and the principal in each school. Union Representative and Building Representative may be used interchangeably.

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8. **DEPARTMENT:** The executive branch of the government charged by law with the responsibility for the administration of the public school system in the Virgin Islands. It includes all officers of the Department and their duly constituted agents and administrators.
9. **DEPARTMENT CHAIRPERSON:** A qualified educational professional appointed by the principal who shall serve no longer than three consecutive years. This provision shall be exempt when principal and members of the Department agree that the individual continues to serve in said capacity. If there is no agreement, members will recommend to the Principal two (2) names for consideration of appointment.

C. **STRIKE PROHIBITION AND LOCK-OUT**

1. During the terms of this Agreement, there shall be no lockout, strike, work stoppage or other action intended to disrupt the work of the Department. Participation by employees in an act violating this Section will be cause for immediate disciplinary action.
2. In the event of a work stoppage or other action in violation of Section 1 of this Article, the Department shall notify the Union of any such act by the most expeditious and practicable means. Any such notification of violation of Paragraph 1, of this Section, properly documented, including but not limited to sending by certified or registered mail, facsimile with telephone confirmation, or hand-delivery with delivery confirmation, to the Union's official address shall be presumed to be received in accordance with local law. Upon receipt of notification, the Union shall instruct the employees engaged in such activity to terminate such activity forthwith.

D. **DEPARTMENT OF EDUCATION PREROGATIVES**

1. The Department hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Virgin Islands, and of the United States, including, but without limiting the generality of the foregoing, the right:

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ARTICLE II
FAIR PRACTICES

1. All employees covered by this contract shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join and assist any educational professional organization or to refrain from any such activity. The Commissioner of Education shall take such action, consistent with law, as may be required in order to assure that educational professionals in the Department of Education are apprised of this right, as described in V.I.C. Title 14, Chapter 24, Section 363. No interference, restraint, coercion, or discrimination shall be practiced within the Department to encourage or discourage membership in any educational professional organization.
2. All employees covered by this contract shall have the right of free expression at all school faculty meetings and with respect to all matters affecting the operation of the school system. All school/division meetings involving employees shall be democratic with free and encouraged participation of members. Employees shall not be subject to disciplinary action because of their legal exercise of this right.
3. Personnel files of all employees covered by this contract shall be maintained under the following conditions:
 - a) No materials relative to an educational professional's competence, character or conduct shall be placed in his personnel file without prior written notice to the educational professional. However, an incident which has not been reduced to writing within twenty (20) working days of the occurrence, exclusive of the summer period, may not later be added to the file.
 - b) Only material placed in an employee's personnel file shall be brought before any formal hearing.

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- c) Within twenty (20) working days after notification, the employee shall have the right to answer any material filed and his answer shall be included in his file.
 - d) Upon written request by the employee, he may examine non-privileged materials in his file in the presence of the Director of Human Resources or her/his designee. The examination shall take place not later than five (5) working days following the receipt of request. At the discretion of the Director of Human Resources, this request may be granted immediately. Upon request, a single copy of any non-privileged document in his file will be reproduced for the educational professional. The Director of Human Resources or her/his designee, and the employee, will affix their signatures on the folder and indicate the date on which the file was examined. Only those personnel whose official duties require may inspect an employee's file. When the employee's file is inspected by such a person, he shall indicate that he has examined the same by a written notice given to the supervisor of personnel files who shall be responsible for placing it in the file. In case of an emergency, this request may be granted immediately by the Director of Human Resources. There shall be no undue delay.
4. Any material placed in an employee's personnel file in breach of paragraph 3a hereof, shall not be admitted as evidence in any grievance or disciplinary action against an employee or used in connection with an employee's dismissal, promotion or rating.
5. The sole responsibility for grading pupils shall remain with the teacher, provided that the teacher complies with the procedure of the approved grading system of the Department of Education. No influence or pressure shall be exerted or permitted to be exerted upon any teacher in the exercise of this function.

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6. The Department of Education and its agents shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, age, disability, marital status, political affiliation or participation in the activities of any employee organization.
7. The Department of Education agrees that it will not require any employee to take an oath of affirmation of loyalty unless such requirement is established by law.
8. Administrators shall place in the employee's file information of a positive nature indicating special abilities, achievements, performances or contributions of an academic, professional or civil nature. Any such material received from outside responsible sources shall be included in the employee's personnel file.
9. Material will be removed from the files when an employee's claim that it is inaccurate or unfair is sustained.
10. No written notation or record of an oral complaint received by the Department from any source shall be placed in the educational professional's personnel file.

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ARTICLE III

GRIEVANCE AND ARBITRATION PROCEDURE

The foregoing procedure, which may be initiated by either party, shall be the exclusive means of settlement of all grievances arising under this Agreement.

1. A grievance shall be a complaint submitted by an employee or a group of employees having the same grievance, or by the Department:
 - a. That there has been a violation or misinterpretation of any of the provisions of this Agreement; or
 - b. That an employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Department policy or practice governing or affecting employees.
2. A grievance must be filed within twenty (20) working days of the alleged incident or violation of the Agreement, however, this time limitation shall not apply to any salary grievances. All reference to "working days" shall not include Saturdays, Sundays, legal holidays, and vacations. The following steps shall be observed:

STEP I: A grievant who has a problem shall first discuss the matter with the principal or appropriate administrator on an informal basis. The grievant, if he so desires, may be accompanied by the building representative. If he is not so accompanied, the administrator may proceed to adjust the grievance without further notice to the building representative. Any grievance resulting from a decision of an authority outside employee's immediate activity center shall commence with said administrator or supervisor.

STEP II: In the event the matter is not resolved on an informal basis, a written grievance setting forth the complaint shall be submitted to the principal, supervisor, or appropriate administrator within five (5) working days after Step I. Within five (5) working days after receiving the written grievance, the principal, supervisor, or

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appropriate administrator, the grievant and the Union Representative shall meet in an effort to resolve the grievance. A decision shall be rendered in writing and furnished to the grievant within ten (10) working days from the date of the meeting.

STEP III: The decision rendered shall be written and made available to the grievant within ten (10) working days from the date of the meeting. The aggrieved and the duly designated Union Representative may appeal in writing within ten (10) working days from the date of receipt of the decision to the District Superintendent or Commissioner or Designee. The District Superintendent, or the Commissioner or Designee shall be required to confer in person with the grievant and his representative. The decision rendered shall be in writing to the appealing parties within ten (10) working days from the date of the appeal to the District Superintendent or Commissioner. In those cases where interdepartmental action is essential for the resolution of a grievance, the time limitation set forth shall be extended an additional five (5) days. The Superintendent or the Commissioner or designee shall grant a hearing at his level for the following grievances: suspensions, demotions and dismissals.

*District Employees should appeal to the District Superintendent.

*State Employees should appeal to the Commissioner or Designee.

Both parties agree to use mediation to resolve grievances, or impasse whenever possible before invoking the arbitration procedures.

STEP IV: If the aggrieved is dissatisfied with the decision of the District Superintendent, Commissioner or Designee, the aggrieved may, within ten (10) working days after receipt of the decision, request in writing, binding arbitration. An arbitration panel of no more than eight (8) local arbitrators shall serve on a rotating basis. They shall be selected by mutual agreement. In the event either party is unable to agree on a local arbitrator when his or her rotation is due or in the event that the parties decide not to utilize the local arbitration panel, within ten (10) days the parties acting jointly shall request the American Arbitration Association to provide the parties a panel of five (5) arbitrators in accordance with the rules and procedures of the Association. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

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*District employees should appeal to the District Superintendent

*State employees should appeal to the Commissioner or designee

The decision of the arbitrator will be accepted as final by the parties to the dispute. No decision shall be binding which, by its terms, alters, amends or varies provisions of the contract.

3. The time limits specified in this procedure may be extended in any specific instance, by mutual agreements of the parties in writing. If the grievant violates the time limits specified at any Step of the grievance procedure, he shall not be permitted to advance his grievance to the next consecutive Step. In all steps of this grievance procedure, the written decisions of the previous steps shall be presented to the appropriate administrator and the Union Representative. If the Department at any stage of the grievance procedure fails to render its decision on a grievance within the specified time limit the grievant may advance immediately to the next Step of the grievance procedure. In the event of arbitration for the sole reason that the Employer has failed to observe the time limit of Step III, the arbitrator's compensation and expenses shall be borne 75% by the Employer.
4. The arbitrator's compensation and expenses shall be shared equally by the parties, except in the event of arbitration for the sole reason that the Employer has failed to observe the time limits of Step III.
5. The fact that a grievance is filed by a member of the bargaining unit, regardless of the ultimate disposition, shall not be recorded in the employee's file nor in any file or record utilized in the promotion process; nor shall such fact be used in any recommendation for job placement; nor shall such an employee be placed in jeopardy nor subjected to reprisal for having followed a grievance procedure.
6. A grievance may be lodged by a Union Representative in the name of the Union.

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7. If the Department is aggrieved by any action of the Union, a Union officer or any member of the bargaining unit, or if its grievance arises from the application or interpretation of any provisions of this Agreement, the Department may invoke arbitration or utilize such other legal remedies it may feel necessary or appropriate under the circumstances, provided that informal efforts to resolve the grievance have first been initiated by the Department and an impasse is reached.
8. All grievances, including a grievance arising from dismissal, suspension or demotion, shall be governed by the provisions of this Article, provided that a proceeding for dismissal, suspension or demotion shall not result in loss of pay while pending and until final disposition.
9. Principals shall make arrangements to allow time without loss of salary for Union Building Representatives to process grievances.
10. In the event that any person or party fails to appear at an arbitration proceeding without just cause and prior notification, the Arbitrator shall proceed and his award shall have the same force and effect as though said person or party had been present.
11. A grievant shall have the following rights:
 - a) to be present at any hearing;
 - b) to hear testimony;
 - c) to give testimony;
 - d) to call others to give testimony;
 - e) to question, either personally or through counsel, any person giving testimony.

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ARTICLE IV
WORKING CONDITIONS

A. TIME AND ATTENDANCE

Copies of the time and attendance report must be given to each employee prior to being submitted to the payroll division of the Department of Education.

B. RELIEF FROM NON-TEACHING DUTIES

1. All teachers shall be required to sign-in on a form provided for that purpose each morning only. Any teacher who received permission to leave the school premises during the school day may be required to sign-out upon departure and sign-in upon return. No teacher shall be required to sign-out at the close of the school day except that a teacher who fails to observe the mandate of the V.I. Code that requires a teacher to remain on school premises for one-half hour following the close of the school day may be required to sign-out under the following circumstances:

- a. 1st violation - warning issued
- b. 2nd violation - warning issued
- c. 3rd violation - sign-out may be required.

The sign-out requirement in the case of any teacher shall be rescinded by the principal upon evidence of a good faith effort to avoid further violation.

2. Teachers shall have a duty-free lunch period. However, teachers who wish to avail themselves of a free school lunch will supervise students in the cafeteria during the teacher's lunch period. At the beginning of each month, each teacher who wishes to participate in the free lunch program and perform cafeteria supervision must notify the school principal. No teacher shall otherwise be required to perform cafeteria supervision.

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3. Elementary teachers shall not be required to supervise recess; however, they shall be required to supervise students when non-instructional activities are conducted during instructional time.
4. Teachers shall not be required to supervise students during loading and unloading of buses except during the period of student orientation which shall not exceed two weeks at the beginning of the school year. A teacher conducting a field trip shall supervise his students.
5. Cumulative folders shall be supervised by the school guidance office or the principal's office where no guidance counselors exist; and guidance counselors shall be responsible in a supervisory capacity for the accurate transcription of grades. Teachers shall not be required to enter any information on cumulative folders, except anecdotal comments.
6. Teachers shall not be required to keep registers or other similar forms that request the same or similar information provided that daily attendance shall be kept by the teachers.
7. Teachers shall not be required to collect money for any purpose. Collection may be voluntary.
8. Teachers shall not be required to score standardized tests.

C. **TEACHERS' LOAD AND LENGTH OF SCHOOL DAY**

1. The school day for secondary teachers shall not exceed six and one-half hours, excluding lunch; the school day for the elementary teachers shall not exceed six hours, excluding lunch. The school day for the subject specialists based in schools shall not exceed six and one-half hours, excluding lunch.

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2. Split shift and unusual scheduling shall be discussed with the teachers affected and the Union Representative prior to the last day to file for transfer. The last date to file for transfer is April 30th of each year.
3. No secondary teacher shall be required to teach more than two (2) different subjects within their general subject area per day with the exception of vocational education teachers.
4. Teachers shall not be required to have more than three (3) consecutive teaching assignments daily in the secondary school.
5. The number of instructional rooms to which a teacher is assigned shall not exceed two (2). In situations where this is not administratively possible, the reasons shall be presented in writing by the principal to the teacher involved and to the building representative.
6. A secondary school teacher shall not be required to teach in excess of twenty-five (25) hours per week except Trade and Industry instructors.
7. Teachers shall not be required to be present when special subject teachers such as teachers of art, music, physical education are instructing their pupils.
8. Itinerant teachers and librarians shall not be required to cover more than two (2) schools in one day.
9. Itinerant teachers shall not be required to teach more hours than the regular classroom teacher.
10. The length and detail of a lesson plan should be at the discretion of the teachers, provided, however, that the lesson plan meets the standards established by the Virgin Islands Department of Education for the grade level and/or subject matter involved.

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11. Teachers following established disciplinary guidelines when supervising areas outside their own classroom shall be given full administrative support. Teachers' attendance at all P.T.A. meetings shall be voluntary.
12. All elementary special area teachers shall hold classes through the last week of school.
13. Special area teachers will be assigned a regular classroom when space is available.
14. Double session kindergarten shall be avoided where possible. However, no teacher shall work both sessions.

D. **MAXIMUM CLASS SIZE**

1. The following maximum class sizes shall be observed:

Kindergarten	-	25
Grades 1 - 6	-	30
Grades 7 - 12	-	27
Ungraded	-	16
Physical Education	-	175 per day
Occupational/Vocational	-	22

2. The class size of remedial reading classes shall be determined by the Department only after consultation with the reading teacher and prior to the adoption of class schedules.
3. Class size for trainable students shall not normally exceed 10 students.

E. **EQUIPMENT, FACILITIES AND MATERIALS**

1. No fundraising shall occur in the schools and activity centers without the express permission of the principal or activity center head.

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2. Special funds collected within and for approved school purposes shall not be used for any purpose other than that specified purpose. Up-to-date records shall be maintained and made available for audits by the Department's fiscal division, twice within the school year. Such funds shall be deposited in separate accounts for the approved purposed.
3. Vending activities for personal gain shall be prohibited.
4. Standard equipment in each teacher's classroom shall consist of a desk, chair, file cabinet, bookcases, chalk board or dry erase board, and a bulletin board. Teachers shall also have computer access and access to storage onsite (but which may not necessarily be in the classroom.)
5. Teachers shall be provided with teachers' manuals and textbooks for all courses which they are required to teach. Selection of books and supplies shall be made in cooperation with the teachers involved. Each teacher shall have teaching materials and textbooks to equip all of her students. Teachers shall be accountable for all teacher's manuals, audio-visual materials, etc., for which they have been given responsibility. Teachers shall report all theft promptly and shall not be held responsible for situations beyond their control.
6. Locked storage facilities shall be provided for all band, physical education and audio-visual teachers who shall be responsible for the storage and security of the equipment under their supervision. The Department of Education shall provide adequate storage space for all classrooms.
7. The Department will provide a teachers' lounge, comfortably furnished, in every school.
8. A mail box for educational professionals and bulletin boards for posting of notices of interest to educational professionals shall be installed in every school or activity center. The Union may use the school mail for communication between schools/activity centers.
9. Adequate space shall be made available in every newly constructed school for a teacher to work during a preparation period if the classroom is occupied by a special subject teacher. For professional use,

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educational professionals shall have access to photocopying and computer equipment in each school/activity center.

10. Teaching shall be suspended temporarily in any classroom unduly affected by leaks or floods. Teachers shall not be required to report to classrooms where access is impeded by flooding. Principals will determine whether any classroom, facility or classroom access is so affected.
11. Where feasible, pay telephones shall be installed in each school for the use of the educational professionals. In the event that pay phones are not installed in any individual school, the educational professional shall have reasonable access to the office phone in that school.
 - a. Beepers and cell phones must be turned off during instructional time.
12. Classes shall not be held in a classroom that has a temperature exceeding 89 degrees. The school administration may provide a reasonable alternative site or facility.
13. For those schools having malfunctioning air conditioning and lack of ventilation which cause the room temperature to rise to 84 degrees or more, no classes will be held in that classroom until that situation is remedied. The school administration may provide a reasonable alternative facility.
14. Teachers shall carry out their duties under safe and healthy conditions. When in the judgment of the principal of a school, in consultation with the building representative, conditions prejudicial to health, sanitation, safety or welfare exist, the principal shall have the right to take such actions appropriate to the situation including suspension of classes.

Major construction and repairs that will interfere with instruction shall be accomplished during the school vacation or other recess when feasible. The Government agrees that it shall take all precautions as are necessary to protect the health and safety of its employees.

15. There shall be separate lavatory facilities for the faculty and separate male and female facilities where possible in the old structures. Separate facilities will be provided in all new construction.

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18. All school buildings shall receive annual extermination services.
19. The Department shall make every effort to ensure that all educational professionals receive their pay checks on Government pay days. Educational professionals' pay checks shall be placed in sealed envelopes at the Central Office.
20. The funds and personnel for physical education shall be equally distributed to both school districts.
21. The Department will provide all schools with appropriate security protection.
22. If coaches, chorus director and publication director are recommended by the Principal and approved by the District Superintendent, in writing on the elementary and secondary levels for the direction of approved programs requiring a minimum number of after school hours of activity, such persons shall be paid a stipend as set forth in Appendix D upon fulfillment of this requirement. Coaches and chorus directors shall be qualified.
23. The Department of Education agrees to make available in each school adequate typing, duplicating, stencil and mimeograph equipment and other office and library facilities and supplies. The Department further agrees that access to clerical and other services shall be provided to assist teachers in the instructional preparation.

F. **PREPARATION AND MEETINGS**

1. All teachers shall have at least one preparation period per day equal to a teaching period. Teachers shall not be sent students dismissed from special subject teachers' classes during their preparation periods.

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2. There shall be one meeting per month of representatives of the Union and the principal of each school to discuss matters affecting educational policies of the school, upon the request of union representatives or principal. This shall include Adult Education and Skill Center Programs.
3. Notice of all faculty meetings shall be given at least 48 hours in advance except in the case of an emergency affecting the safety and health of children and school personnel. There shall be no more than one scheduled faculty meeting per month.
4. Educational professionals shall be entitled to submit written requests, no later than 24 hours in advance, for inclusion of subjects on the agenda of faculty meetings and the method of presentation thereof. If the matter cannot be included on the agenda, the principal shall, in writing, notify the educational professional making the request either of the date when the subject will be so included or the reason for his refusal to do so.
5. The Commissioner or his designee shall meet quarterly with the representatives of the Union to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement. The date, time and place of any meeting are subject to mutual agreement.
6. Each District Superintendent shall meet quarterly with the Union to discuss matters of district policy. The date, time and place of any meeting are subject to mutual agreement.
7. A Department chairperson and subject specialist shall be permitted to attend at least one professional conference during the school year pertaining to his subject area. Application for this purpose stating the nature, time and place of the conference shall be submitted to the District

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Superintendent. Application shall be made six (6) weeks in advance and reply shall be made at least four (4) weeks prior to conference date.

G. TEACHING ASSIGNMENTS

1. No later than April 15th, all teachers shall be given the opportunity to register their preferences in order of priority of grade level, type of class on that level, and afternoon or morning session, with the understanding that where feasible, such preferences will be honored. Teachers shall be given an opportunity to discuss their assignment requests with their principal.
2. The assignment of class lists shall be made by the principal after consultation with guidance counselors and teachers.
3. Tentative teaching assignments, including grade level and/or subject, shall be given in writing to each teacher not later than ten (10) days before the end of the school year.
4. The appropriate teachers will be consulted with regard to any change in their promotion and retention list.
5. Teachers shall be assigned to teach those subjects for which they are certified, subject to the availability of professional personnel. The Department will consider teacher preference in making an assignment.
6. If qualified to teach several subjects, a teacher shall be given two weeks notice of any intended change in assignment of subject.
7. In the assignment of co-curricular activities, the preference of the teacher shall be considered. Such assignments shall be evenly distributed wherever possible.

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8. Secondary school teachers, except in cases of need as determined by the Commissioner of Education or his designee, shall not be assigned to subject areas outside their major or minor.
9. The request for a teacher to act in the capacity of a temporary administrator shall be made in writing by the appropriate school authority. Any teacher acting in the capacity of a temporary administrator for more than two (2) school days shall be compensated as an administrator commencing the third day of such service. Teachers are free to accept or reject any offers to act as temporary administrators.
10. Involuntary and difficult assignments shall be scheduled on an equitable basis, e.g. rotation.
11. In the event of the permanent closing of school, teachers assigned to that school shall be reassigned to any vacancies that are available.
12. Thirty (30) days before the end of a teacher's probationary period, a probationer shall be notified in writing regarding his status for the ensuing school year.
13. The administrator of each school shall notify a teacher in writing if his pay has been docked.
14. An employee shall have the right to request a copy of his/her time sheet.

H. SUMMER SCHOOL

1. Information concerning summer teaching positions shall be posted one (1) month before the deadline for application.
2. Within two (2) weeks after the deadline for applications for summer school teaching positions, and no later than May 15th, each applicant shall receive notice of the following:

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- a. the receipt of his application;
- b. the status of his application;

If the applicant is not accepted, it shall be so stated.

- 3. The Department agrees to maintain the summer school program subject to the availability of funds.
- 4. In areas where there are more qualified applicants for summer school positions than positions available, preference shall be given to teachers with three (3) or more years of experience and a satisfactory or above-satisfactory rating.

I. ADULT AND CONTINUING EDUCATION PROGRAM

- 1. Educators in the Virgin Islands Public School System shall be given priority in filling teacher vacancies that occur in the night school program.
- 2. Teachers will teach no more than three (3) classes per night and each teacher will have one preparation period per night.
- 3. Textbooks to be purchased shall be selected and approved by a textbook evaluation committee. Said committee shall be made up of six (6) members; three (3) to be appointed by the Union and three (3) to be appointed by the administration, in each school district.
- 4. Prior to the beginning of the program, a copy of the faculty list will be available to the Union on request.
- 5. In areas where there are more qualified applicants for night school than positions available, preference shall be given to experienced teachers

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and/or to teachers who have participated in staff development programs related to adult and continuing education.

6. A night school teacher shall suffer no loss in leave time or night school pay if he is absent because he is required to attend an unpaid activity by his day school principal.
7. The Adult Education principal shall meet regularly with the teachers to evaluate the program and to inform the staff of the work being done.
8. Adult Education teachers shall be paid every two weeks.
9. Five (5) days absence due to illness or unexcused absence in trimester period may be cause for dismissal from the night school program.
10. Night school teachers shall have access to all audio-visual aids in the school building and the central audio-visual office. They shall sign for and be responsible for same.
11. Work on Friday nights shall not be mandatory for night school teachers.
12. Each teacher shall be observed at least twice a year by the teacher in charge. Teachers will be notified at least one week prior to the start of the observation period. Final evaluation shall be separate and apart from the final evaluations in the regular program.
13. Teachers shall be given a course outline during their orientation.
14. Teachers shall not be required to prepare for more than three (3) different courses in their respective areas.
15. Teachers shall not be required to collect money from students.

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16. Maximum class shall be thirty (30) students.
17. Teachers shall have the option of proctoring standardized tests.
18. Adequate storage space shall be made available for Adult Continuing Education in each school. Adequate supplies and equipment shall be available.

J. **ADULT DAY SCHOOL/SKILL CENTERS**

Teachers shall be notified in writing two (2) weeks before their term ends as to their status for the ensuing school year.

K. **TRANSFERS**

1. Teachers may be transferred by the District Superintendent within a district when, upon a thorough review of the facts and circumstances in each particular case, in his judgment such transfer is in the best interest of the System. Enrollment changes causing an increase or reduction of teaching positions may be one of the conditions.

The District Superintendent shall consult with the Union representative or the affected employee prior to any transfer if a request for said consultation is made. The affected employee or the Union must make a request for said consultation within three (3) working days of written notification of the intent to transfer.

It is recognized that the final decision regarding a transfer shall rest with the Employer.

Transfers shall not, however, be utilized as a punitive measure.

2. Application for voluntary transfer will be considered based on qualification in subject field and grade level, seniority and all other relevant education factors.

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4. The parties agree to compensate licensed practical nurses with at least one year nursing experience at Grade 4 of the non-degreed teachers' pay scale based on years of experience. Additionally, registered nurses will be placed on Grade 5 of the B.A. schedule, or Grade 6 of the MA schedule, based on years of experience as a registered nurse. Returning nurses shall receive credit for years of experience for not more than fifteen (15) years in another nursing capacity. Newly hired registered nurses to the school system, shall receive credit for not more than ten (10) years of experience in another nursing capacity. Evidence of such prior experience within the Government of the V.I. or an accredited outside institution shall be submitted to the personnel office. In accordance with the Nurse Practice Act, Subchapter IV, Section 91(c) of the V.I.C., Registered Nurses who oversee a Licensed Practical Nurse will receive a stipend of \$2,500. A licensed practical nurse will only supplement or assist registered nurses in the performance of their duties. No licensed practical nurse can be assigned to a school where there is not a registered nurse assigned or to work independently of a registered nurse.
5. At the end of the school nurse's first three (3) months, and again at six (6) months, and on each anniversary date thereafter, the school nurse shall receive a performance evaluation from the principal or supervisor. These evaluators shall have observed and discussed the observations prior to the evaluation. The evaluation shall be discussed jointly between nurse and evaluators.
6. The school nurse student ratio shall be 1:900 and any major fraction thereof. The principal shall assign a paraprofessional to assist the nurse with non-nursing duties when it has been determined by the administration and the nurse that such a need exists.
7. Nurses shall be provided with adequate equipment and supplies according to established standards.

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8. The school nurse carries out appraisal activities to assess the health status of students and discover their health needs and problems.
9. The school nurse counsels students and their parents to secure needed medical, dental and other treatment, and makes referrals to proper agencies.
10. The school nurse assists teachers in adapting the school program to meet the individual needs of all students.
11. The school nurse serves as a consultant and resource person for the total health education program.
12. The school nurse serves as liaison between the school and general health and welfare agencies and the medical profession.
13. The school nurse protects students' health by attention to environmental health factors and by providing emergency care for illness and injury occurring in school or while the student is under the jurisdiction of the school.
14. The school nurse serves as a team member in identifying, evaluating and providing for disabled or special needs children.
15. The school nurse cooperates in community health planning.
16. Nurses' allowance for first aid supplies will be dependent on the needs of the school.
17. Nurses shall be allowed to requisition health education materials such as filmstrips, posters, booklets, periodicals and magazines.

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18. School nurses shall have a duty-free lunch period which shall not be less than forty-five (45) minutes.
19. After three (3) years of service, the school nurse may be granted leave without pay for study.
20. The school nurse returning from authorized leave shall have the right to return to the position she occupied before leave was granted.
21. On return from educational leave, the school nurse shall be placed in the appropriate grade and step commensurate with their experience level and educational credentials. Official documentation of credits earned must be submitted to the Director of Human Resources no later than thirty (30) days following the date of return. After thirty (30) days, placement on the salary schedule will be determined by and commence on the date verification is received. Such verification will be sent to the employee in writing.
22. School nurses shall be permitted to meet at least three (3) times during the school year. These meetings shall be with a nurse representative coordinator or specially designated health or education official.
23. School nurses shall not be arbitrarily removed from the Department of Education to relieve personnel shortages in the Department of Health or other government departments.
24. The school nurse's office shall be provided with a separate telephone line.
25. The school nurse office shall be considered a specialty area that shall be cleaned and mopped on a daily basis.
26. Nurses shall be permitted to attend off-island educational conferences (National Association of School Nurses).
27. Newly hired school nurses shall report with new teachers at the start of the new school year for orientation.
28. In times of declared emergency, school nurses, if assigned to work as essential employees, shall report to assigned areas:

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- a. Assigned work shifts shall be scheduled for no longer than twelve (12) hours whenever possible;
- b. The school nurse shall be compensated at the rate of one and one-half times their base salary;
- c. The school nurse shall be given one (1) meal for every eight (8) hours of continuous duty. The school nurse shall be given a second meal for shifts longer than ten (10) hours of continuous duty. Meal allowances will be earned only if the emergency facility does not have supplied meals for the period the school nurse is on duty.
- d. Compensation for emergency work periods shall be paid by the Department of Education. Nurses so assigned shall be covered with adequate professional liability insurance.

M. PSYCHOLOGISTS, SOCIAL WORKERS, DIAGNOSTICIANS, SPEECH, OCCUPATIONAL, PHYSICAL AND OTHER THERAPISTS

- 1. The Department and the Union agree to continue to work cooperatively with the V.I. Police Department, Departments of Health, Human Services, and Justice and other related agencies and departments, for the purpose of helping students in need of special services.
- 2. Staff development workshops shall be provided for psychologists, social workers, and diagnosticians.
- 3. A separate evaluation form shall be established for school psychologists, diagnosticians and social workers.
- 4. Social workers, psychologists and diagnosticians shall be required to work an eight (8) hour day with one (1) hour lunch and shall observe the legal holidays and vacation period associated with the school calendar. However, in the event the Department of Education determines that a backlog of assessments and other services as required by the Individuals with Disabilities Act (PL 105-17), Section 504 of the Rehabilitation Act, the No Child Left Behind Act of 2001, and other local and Departmental requirements exist by the end of the school year, the Department may meet its contingency by assigning staff as follows:

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- a. Request appropriate staff to volunteer for such assignment to be paid at the summer school rate or the individual's normal rate, whichever is higher.
 - b. If not enough staff volunteers, individuals may be assigned to work no more than four (4) additional weeks immediately after the end of the school year at their respective summer school rate or their normal school year rate, whichever is higher. Such assignment shall be made by Notice of Personnel Action no later than April 1. Psychologists, social workers, and diagnosticians who have firm commitments which render them unavailable for such assignments must notify the Department through their supervisor no later than March 15. In the event that fewer individuals are available by reasons of such notices of unavailability than the Department determines are needed, the Department may proceed to assign as many as are necessary.
 - c. If, after making such assignments, the Department determines that they are no longer necessary, they may cancel an assignment by Notice of Personnel Action no later than June 1.
 - d. Management shall provide additional pay at their current hourly rate for the two (2) or less additional hours, per day, that the employees are required to work.
5. Rooms for individual testing, interviewing, and the transaction of related business of a confidential nature shall be made available to school psychologists, social workers, diagnosticians, and other school related personnel, as needed. This room can be any available classroom, office or other space so long as it ensures confidentiality and minimizes disruption.

It is recognized that access to and use of a telephone, computer, and/or printer may be required.

N. **REGISTRARS**

1. The Department and the Union agree that registrars' offices should be adequately staffed to provide required services. Both parties agree to the following ratio:

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Student PopulationStaff (Including Registrar)

Below 749

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750 and above

2

A third person may be assigned to the registrars' office on a temporary basis, as determined by the principal. Additional staffing should be provided when necessary.

2. Registrars shall:

- a) handle registration of all students entering their respective schools; and
- b) evaluate student records and make grade placements subject to approval of the principal or designee.

O. PROFESSIONAL RESPONSIBILITY

- 1. Teachers shall be required to participate in in-service training to improve their skills and students' performance.
- 2. Teachers are a part of a school team which is responsible for the learning outcomes of the students they teach. Teachers are expected to keep abreast with information, current trends, and knowledge of their profession. Said team shall provide support to students and help to build their self-esteem.
- 3. The parties agree that all teachers shall comply with the provisions of the No Child Left Behind Act.
- 4. With a satisfactory or better rating, a teacher may advance on the pay schedule based on additional years of experience, effective September 1, 2008.

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ARTICLE V
UNION RIGHTS

A. LEAVE OF ABSENCE FOR UNION OFFICERS OR EMPLOYEES

1. All employees covered by this unit who are elected or appointed to full-time or part-time paid positions with the Union or any organization with which it is affiliated, upon proper application, be granted leave of absence to serve in those positions for one (1) school year.

Employees granted such leave shall be eligible to retain their retirement, health and life insurance benefits and shall accrue seniority for salary adjustment and all other purposes as though they were in regular service. The employer and employees shall continue for the duration of such leave to pay their respective shares of the life and health insurance premiums and retirement contributions.

An employee on such leave shall have no authority to represent, act for or bind the Government of the Virgin Islands. The Union shall indemnify and hold harmless the Government from and against any and all claims, causes of action, damages or costs arising out of, caused by, or connected with any action of said employees.

2. The Union president or other educational professional so designated, upon written request, may be granted an excused absence without pay to attend union conferences. If the conference is primarily educational in nature, the Commissioner or his designee may grant an excused absence with pay. The sum total of days of excused absence for this purpose may not exceed ten (10) days in any one school year.
3. The presidents of both unions shall be relieved of the last two (2) periods of each school day for the conduct of Union business. Internal union matters shall only be conducted during non-school hours. The 1st vice president of both unions shall be relieved of the last two (2) periods of a school day once per week for the conduct of union business, except that the 1st vice president shall be released for such duties only when the presidents are elected to a full time paid position.

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B. INFORMATION TO THE UNION

1. The Department shall make available any information, statistics, records, educational professional work schedules and salaries, and budget requests needed for the implementation of this Contract, along with any subsequent negotiations.
2. Whenever meetings, grievance proceedings, conferences or negotiations are mutually scheduled by the parties to this Contract, members and representatives of the Union scheduled to participate during working hours shall suffer no loss in pay.
3. The Department's Annual Report shall be provided to the Union by the Commissioner and concurrent with its dissemination to supervisory personnel.
4. A Union official may, upon securing the permission of the principal of the host school, observe a faculty meeting and visit the school to ascertain compliance with this Contract. Such permission will not arbitrarily or unreasonably be denied.
5. A copy of this Contractual Agreement shall be distributed to each member of the bargaining unit. Printing style of the booklet shall be jointly agreed upon and all costs shall be shared equally.
6. The Building Representative shall have the right to utilize bulletin board space in the schools, and educational professional mail boxes shall be accessible for the dissemination of information.
7. The Building Representative shall have the right at the close of faculty meetings to bring to the attention of the faculty items of interest.
8. A copy of all system-wide circulars, directives and departmental policy memorandum must be posted for a period of twenty (20) working days and copies shall be sent return receipt to the Union headquarters.
9. Upon application to the principal, which shall not be arbitrarily denied, Union members in individual schools shall have the right to hold their meetings in school buildings, provided there is no interference with instruction. Union representatives may attend said meetings.

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10. The Building Representative shall have the right to insert notices into the daily bulletin or daily gram that is circulated in the school. Such insertion of notices shall be subject to the same reasonable and uniform regulations as apply to all other material.
11. All administrative vacancies in the classified service in the Department of Education shall be posted in every school and activity center for at least thirty (30) days prior to the selection of any candidate for the positions. Said notices shall also be sent to the Union. Selections for positions within the classified service shall be made in accordance with Title 3 V.I.C., Chapter 25 or the Personnel Merit System and applicable federal laws.
12. The Department of Education shall forward to the Union a list of all employees within the bargaining unit by October 15th of each year, and an up-dated list by March 15th.
13. The Union shall be provided a copy of all notifications of personnel actions of new employees processed for its members. The Union shall be provided with a mailing list of new employees and their building assignments by October 15th.
14. Within thirty (30) days of notification of termination of employment, whether voluntary or involuntary, the person shall be entitled to a status account. This account shall state the bargaining unit member's employment status, retirement fund condition, monies owed, records due, and requested personnel evaluations. The Department of Education shall supply by termination date, all forms required to be completed and furnished by the Department.
15. Building Representatives shall have the right to meet with the administrator for purposes of discussing enforcement of any provision of this Contract. They shall be released during non-teaching periods for this purpose.
16. Every member of the bargaining unit summoned to a meeting for disciplinary purposes where formal charges may be anticipated, shall receive notice and statement of cause for the summons at least three (3) days in advance. A Union representative or attorney may accompany the member at his request. The Department shall have the right to suspend

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the three (3) day provision where criminal charges have been instituted against the member of the bargaining unit.

17. Members of the bargaining unit who are members of the Union may authorize the deduction of union dues from their pay checks by filing a signed authorization card. Such deductions will be transmitted to the Union. It may be revoked in accordance with the terms of the authorization.
18. All members of the bargaining unit shall be free not to join the Union provided, however, that non-members, as a condition of employment, will pay to the Union, on a bi-weekly basis, a fee equal to the union dues for services rendered by the Union.
19. The Division of Human Resources within the Department of Education agrees to provide each prospective member of the educational professionals bargaining unit with an agency fee/membership application.

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ARTICLE VI
LEAVES OF ABSENCE

A. PROOF OF SICKNESS

1. Sick leave is a leave of absence from duty on account of any sickness, injury, or disability which incapacitates the employee from work. This includes medical, dental and optical treatment. Sick leave may be granted pursuant to prior requests, in appropriate cases, or pursuant to a request made after return to duty. Any teacher contracting a communicable childhood disease shall not be penalized by loss of sick leave.
2. An employee must submit proof of sickness for any absence from duty which sick leave is requested, regardless of length of such absence. Unless sick leave has been granted pursuant to prior request, an employee must, thirty (30) minutes prior to the beginning of the workday and no later than thirty (30) minutes of the start of his or her workday inform his or her immediate supervisor that he or she will not be reporting for work that day due to any sickness, injury or disability. Failure to notify a supervisor in a timely fashion that his or her absence is due to any sickness, injury or disability may result in the entire day's absence being treated as annual leave, or personal leave where applicable or leave without pay. (NOTE: Prior to the implementation of this policy, the Government agrees to put in a call-in only line within the administrative offices of each school, equipped with a messenger system to capture calls as they come in.)
3. Departments and agencies shall keep accurate and complete records of all absences from duty by employees within the Department or agency and all reports of illness and requests for sick leave by those employees. Anyone who knowingly permits a falsified request for sick leave to be processed shall be subject to suspension and/or dismissal.
4. Proof of sickness for absence of three (3) or more consecutive work days, shall include a certificate from a practicing physician certifying that the employee was incapacitated for work.
5. Proof of sickness for absence of less than three (3) days shall be by, at the option of the employee, either (i) a certificate from a practicing physician

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certifying that the employee was incapacitated for work, or (ii) a signed statement of the employee stating specifically the symptoms which incapacitated the employee for work; provided, that additional reasonable proof of incapacity to work, including a certificate from a practicing physician, may also be required by a department or agency head in individual cases.

6. An absence from duty of any employee whose request for sick leave is denied under this section shall be charged to annual leave, personal leave or leave without pay, at the option of the employee.
7. A sick leave bank of ten (10) days shall be granted at the beginning of each year upon the request of the teacher. Teachers terminating their employment shall be required to repay from monies due them any amount for unearned sick leave.
8. Each teacher with the System shall be notified annually of their sick leave accumulation.

B. PERSONAL LEAVE

1. Teachers shall be granted up to five (5) personal leave days which shall be non-cumulative from school year to school year.
2. Requests for personal leave shall be submitted in writing, at least two (2) days prior to the first day for which leave is requested and no statement or reason shall be required, unless there is a reported emergency, but subject to the following:
 - a. Personal leave may be granted for a day immediately prior to or following a holiday, so long as the request is made no less than five (5) working days prior to the start of the anticipated leave;
 - b. Personal leave shall not be granted the first three (3) weeks or the last two (2) weeks of the school year;
 - c. First year employees shall not use more than three (3) of the five (5) personal days in any semester.

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3. Requests for personal leave shall not be unreasonably denied. However, prior approval for non-emergency leave is required.

C. MATERNITY LEAVE

Maternity leave shall be granted in accordance with applicable provisions of the V.I. Code, and applicable federal law. Maternity leave is subject to the following conditions:

1. As soon as the educational professional becomes aware of her pregnancy, she must notify her building principal in writing. This notification should include her expected date of delivery.
2. No later than the fourth month of pregnancy, and each thirty (30) calendar days thereafter, the pregnant educational professional must submit to the building principal a letter from her personal physician attesting to her good health and ability to perform all duties of her job.
3. A request for maternity leave by an educational professional should be given to the immediate supervisor, in writing, at least thirty (30) days prior to the date she wishes her maternity leave to begin. A tentative date for returning to duty shall be included in this request.
4. After the delivery of the baby, or termination of the pregnancy for other reasons, the educational professional may return to her former position or one substantially similar thereto. Before returning she must furnish a statement from her personal physician that she is able to resume the normal duties of her job.
5. The educational professional may request in writing extended leave beyond the tentative date of return to duty fifteen (15) working days prior to the date which she originally submitted.
6. Maternity leave shall be charged in the following order: first, to sick leave available to the employee's credit; second, to leave without pay.

D. SABBATICAL LEAVE

1. Sabbatical leave shall be granted for study. Funds for sabbatical leave shall be included in the Department's annual budget request.

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2. Application for sabbatical leave shall be submitted to the Commissioner by December 15th. The Department shall notify the teacher of the granting or the refusal of such leave by March 31st.
3. Sabbatical leave shall be granted to teachers at least after his or her sixth (6th) consecutive year of satisfactory active service. The rate of compensation shall be full pay for study. Plans of study must be submitted to the Insular Superintendent for approval and then to the Commissioner for final approval before sabbatical leave is granted. Evidence of study must be submitted upon return from sabbatical. Priority shall be given to qualified teachers who had previously applied and been rejected. Teachers shall return to duty in the Virgin Islands public school system for at least two (2) years following sabbatical. If a teacher does not return, as required, he shall be required to reimburse the Government for compensation received during the study period.
4. During the period of sabbatical leave, each staff member shall be considered as in the regular service of the Department of Education and shall be treated, with respect to their pension privileges and contributions and their salary raises or increments, exactly as if they were on active duty. He or she shall have the same right of returning to the position he occupied prior to his leave which he would have enjoyed had he remained on active duty with the same procedural obligations.
5. The method of selecting staff members to be granted sabbatical leave shall be as follows:
 - a) From among all those staff members eligible for leave by virtue of their service, those individuals who have served longest in the V.I. Public School System without receiving any sabbatical leave shall be given first consideration.
 - b) The sum of individuals on leave in any one (1) school year shall not exceed three (3) professional education staff members from each district.
 - c) Sabbatical leave shall be for a period not to exceed one (1) year.

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E. BEREAVEMENT LEAVE

The Commissioner of Education or his designee may authorize bereavement leave up to three (3) days for death in an educational professional's immediate family. If circumstances necessitate the need for additional time off, employees may use sick and/or personal leave. In cases necessitating travel outside of the Territory, additional bereavement leave may be granted. Immediate family is defined as spouse, parents, grandparents, children, sisters and brothers.

F. OTHER LEAVES

1. All employees covered by this Agreement summoned to appear in court for official reasons or for jury service in the U.S. Virgin Islands shall be granted leave with pay.
2. All other leaves shall be governed by the provisions of Title 17 V.I. Rules and Regulations, Section 101-121.
3. Special permission for leave to attend summer school prior to the close of the regular school year may be granted provided an official admission letter is submitted to the Department thirty (30) days in advance of the requested departure date.

G. GOVERNMENT BOARDS AND COMMISSIONS

Members of the professional bargaining unit who are members of government boards, commissions, committees and other instrumentalities of the government shall be granted leave with pay to attend such meetings and for other related purposes. The members shall give timely notice. The principal or immediate supervisor shall approve the necessary release time expeditiously.

H. MILITARY OR PEACE CORPS

All employees covered by this Agreement who are on leave from the public schools for military or Peace Corps service shall receive full year-to-year credit on the salary schedule.

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ARTICLE VII
OBSERVATION, RATINGS, FILES AND
EVALUATION OF TEACHERS

1. All educational professionals covered by this Agreement shall be advised by the principal, in writing, of the Department's criteria for evaluation at the beginning of the school year. The principal of the school shall have sole responsibility for evaluations of school personnel. He shall designate appropriate individuals except department chairpersons to perform classroom observations for evaluation purposes both in and out of the classroom within the school system.
2. All monitoring or observation of the work performance of a teacher will be conducted openly with full knowledge of the teacher. The public address system shall not be used to surveil, evaluate or discipline teachers.
3. All probationary teachers shall be observed a minimum of three (3) times per year. At least one (1) observation shall occur in each one-third of the school year.
4. Any teacher may request and receive additional observation. Observations shall in no case occur within three (3) weeks of each other.
5. All observations used for evaluation must cover a minimum of thirty (30) minutes. The first observation shall be announced at least forty-eight (48) hours in advance and shall take place within thirty (30) days of the announcement.
6. All teachers shall be provided with a written copy of all observation reports within ten (10) working days from the date of observation. The teacher may then request a conference with his observer.
7. An observation may not be relied on to support an unsatisfactory evaluation of the teacher unless a written statement of the observation is given to the teacher within ten (10) school days following the observation. No teacher shall be given an unsatisfactory evaluation without at least two (2) prior observations.
8. All observation reports must be signed by the teacher and the observer. This signature does not necessarily indicate approval on the part of the teacher. The teacher shall receive a copy. Where the teacher disagrees with the evaluation, he/she may give reasons in writing.

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9. In the event a principal or other administrator desires to discuss with a teacher matters which may effect his position in respect to discharge, resignation, demotion or transfer, or which may result in an unfavorable anecdotal record, such administrator shall advise the teacher in writing that he may have a Union representative present at such conference. In the event that such teacher attends the conference after the notice without such representative, then any agreement or statement he makes may be used for any purpose. If such notice is not given to the teacher, no agreement or statement made by the teacher at such discussion shall be used against or in respect to the teacher for any purpose.
10. Teachers shall receive an unofficial copy of their evaluation at least ten (10) working days prior to the end of the school year.
11. All full-time basis substitutes shall be rated on the same basis as a regular teacher.
12. A territorial committee consisting of eight (8) members for evaluating methods for rating teachers shall be established, four of whom shall be classroom teachers named by the Union; the other four by the Department of Education. The Commissioner of Education shall appoint a chairperson who shall be an "ex-officio" member without a vote. It is acknowledged and understood that final decision-making authority for determining appropriate evaluation methods and processes rests with the Employer.
13. All observation forms shall be standard throughout the system. Such forms shall reflect the areas of evaluation and performance ratings as indicated in the Final Teacher Evaluation Form.
14. The Department Chairperson shall not evaluate members of the bargaining unit. Observation by a Department Chairperson shall only be for the purposes of assisting teachers to improve teaching performance and shall not be used for teacher evaluation.

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ARTICLE VIII
DRESS CODE

1. Dress codes, as adopted and made known to the Union and members of the bargaining unit, shall be administered in a uniform and evenhanded manner by all levels of administration.
2. The Union shall be given prior notice of proposed changes in the dress code and shall have the right to present to, and discuss with the Board and the Department, its views and any proposals it may have.
3. In the event an educational professional seeks an exemption from the dress code, for good and compelling reasons, the educational professional shall file a written request thereof on a form to be furnished by the Department, stating the reasons, duration of exemption requested and other relevant information. The response of the Department shall be given within two (2) weeks. Such supporting documents for the request as reasonable may be required by the Department (such as medical certification) and shall be furnished by the applicant upon request.
4. The Department and the Union agree that the concept of corrective progressive discipline will apply to violations of the dress code, it being the intent of the parties to correct conduct by non-disciplinary counseling and, if necessary, by disciplinary action taken. The grievance procedure shall apply to disciplinary action by the Department.

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ARTICLE IX

SCHOOL CALENDAR

1. Immediate implementation of the Modified Instructional Hours Policy for secondary school teachers. The school calendar shall consist of 180 teaching days, unless reduced by the Commissioner at his/her discretion. Consistent with V.I. Law, the school calendar shall provide 1,080 hours of pupil instruction. For the life of this Agreement, the following number of professional development days (exclusive of AFT Mini QuEST) shall be included in the school calendar in addition to the 180 teaching days and minimum 1,080 instructional hours mandated by Virgin Islands law:

	SY'08-'09	SY '09-'10	SY 10-'11
Elementary School Professionals	4	4	5
Non-Elementary School Professionals	3	3	3
All Professionals (pre-school workshop)	1	2	2

Days lost due to weather, flood, fire, earthquake or other unavoidable circumstances shall be made up during and/or at the end of the school year. Days required to be made up shall be done during and/or at the end of the school year.

2. There shall be a pre-school workshop of three (3) days for new teachers and one (1) day for returning teachers. It is the responsibility of each teacher to make ready his classroom for opening. A general session for all teachers may be held on the last working day prior to school opening for children.
3. The school calendar shall be constructed by the Commissioner of Education in consultation with the Union, subject to the approval of the Board of Education and the Governor, and shall be distributed not later than the first Monday in May.
4. Counselors will report to their assigned schools two (2) days in advance of the first day of school and will report two (2) days following the last day of school for duties required to be performed relative to the guidance function.
5. In the event that any adjustment is made to the length of the school year (not including Section 1 of the Article) or if a twelve (12) month plan becomes

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effective during the life of this Contract, all provisions affected thereby shall be renegotiated.

6. There shall be an annual in-service conference (QuEST) of the AFT Locals. The Department of Education agrees to support this venture through applicable TTAP Funds.

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ARTICLE X

A. PAYMENT OF SALARIES

1. The Department of Education shall act promptly on servicing all financial and personnel matters (i.e. reimbursements, raises, increments, retroactive, etc.)
2. Educational professionals shall be paid not later than four (4) weeks after the school year begins provided all necessary documentation has been submitted.
3. Raises shall be distributed concurrently to all educational professionals.
4. The Department may withhold the salary of an educational professional subject to the approval of the Board of Education.
5. The Department agrees that upon written request by the any ten-month educational professional thirty (30) days prior to the end of the school year, summer pay shall be made in a lump sum no later than one (1) pay period after the end of the school year.
6. All educational professionals employed with the Department who earn a degree while employed, are entitled to degree compensation upon the date of the degree so conferred. However, it shall not be retroactive for more than one year. After thirty (30) days, placement on the salary schedule will be determined by and commence on date verification is received. Such verification will be sent to the employee in writing.

B. PROMOTIONAL OPPORTUNITIES

1. All promotional vacancies in the classified system shall be posted in faculty lounges, on bulletin boards, and in the regular school bulletins. Notices of these vacancies shall include a general statement of description, the effective date of vacancy and salary range. Such vacancies shall be announced through public media. Qualified employees who are interested in a position within the Department shall so indicate, in writing, to the Department of Education's Division of Human Resources.

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2. The qualifications for all classified professional positions in the Department of Education shall be made available in the schools. The principal shall advise school personnel of receipt of said information.
3. Permanent vacant positions within the bargaining unit shall not be filled unless qualified temporary employees are not eligible for said position(s). Employees must comply with the requirements of the advertisement.
4. All temporary employees working in federally funded programs shall be given first priority to fill any vacant positions for which they are qualified. The V.I. Board of Education Certification may be a factor in filling vacant positions.
5. Copies of all advertisement of job vacancies within the Department of Education will be sent to the Union's office.
6. The Department of Education, the Board of Education, and the AFT Locals shall continue to work cooperatively to institute a program for the certification of teachers.
7. Members interviewed for a vacancy will be notified in writing of the results of their interview.

C. MISCELLANEOUS

1. The Department of Education shall issue a photo identification card to all teachers. New teachers shall receive their photo identification cards by November 1st of each year.
2. Teachers shall not be required to transport children in the teachers' automobiles unless liability insurance is provided.
3. There shall be a joint committee of the Department of Education and the St. Thomas/St. John and St. Croix Federation of Teachers to make a study of curriculum needs. This committee shall consist of a minimum of twelve (12), fifty percent (50%) of whom shall be classroom teachers. This committee shall meet at least four (4) times a year and the first meeting to be held shall be no later than October 31st of each school year. This committee shall recommend on a system-wide basis. This committee shall also serve as an Advisory Committee to the Curriculum Centers.

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4. Teachers permitted to attend off-island educational conferences shall continue to receive release time for this purpose and travel expenses. The widest participation possible shall be encouraged by the Department. Information concerning professional conferences shall be provided early enough for teachers to make application.
5. A list of approved conferences shall be made available to the Union. Teachers may make application to attend a conference by submitting application forty-five (45) days prior to the date thereof, subject to the approval of the Commissioner of Education.
6. Teachers shall be given credit for a maximum of ten (10) years of full-time teaching or other professional educational experience in another school system as a basis for determining their placement on the salary schedule.
7. A former Virgin Islands public school teacher or other Virgin Islands professional who returns to service within a period of eight (8) years, shall be given a maximum of fifteen (15) years of experience in another school system added to his/her Virgin Islands work experience as a basis for determining his/her placement on the salary schedule.
8. In-service workshops shall be encouraged and shall be counted as part of the regular school year. This shall NOT in any way affect the V.I. Code requirement (Title 17, Chapter 7, Section 61) that students receive 1,080 instructional hours during the school year. There shall be teacher participation in the planning of such workshops.
9. Each teacher shall have access to medical information regarding his students and any existing disability will be noted on the list, subject to confidentiality restrictions under applicable federal law.
10. Itinerant and other employees authorized to use their personal vehicle at any time to carry out specific work functions shall be compensated at the rate in accordance with Government Policy. Employees shall submit claims for mileage by March 1, June 1, and December 1. Employees shall be paid within three (3) months after approved mileage claim has been submitted to the Department. An employee has the right to refuse to utilize his/her personal vehicle for departmental business.
11. The Department of Education will continue to manage its Asbestos Abatement plan in accordance with federal guidelines.

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12. The Union will be provided copies of all policies, rules and regulations adopted by the Board of Education and submitted to the Department of Education.
13. A copy of the Programmatic Goals and Objectives of the Department of Education shall be disseminated to the Curriculum Centers and to schools, and shall be accessible to all staff members.
14. A basic course of study for each grade and/or subject matter shall be made available in each school by September 2007.
15. The Department of Education shall furnish curriculum guidelines for each teacher. The curriculum and textbooks shall be uniform and sequentially developed from grade level to grade level throughout the system.
16. A teacher shall not be required to obtain his own substitute.
17. Teachers with five (5) years or more of teaching experience shall be granted leave with pay to perform student teaching as a requirement for graduation.
18. The Department and the Union agree that double sessions are undesirable and will work jointly for their elimination.
19. The Department shall provide transportation for all teachers who must leave their job sites in the performance of their duties. In the event the Department is unable to provide transportation, employees who use their personal vehicles for official business shall be reimbursed in accordance with Title 31 V.I.C. Section 161, as it appears or may be amended from time to time. Claims for reimbursement shall be honored within sixty (60) days of submission.
20. Management agrees to cooperate with teachers in screening visitors to a classroom.

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D. **SPECIAL PROVISIONS**
SPECIALISTS

1. District Resource Specialists shall be housed in or adjacent to the Office of the Program Coordinator for the purpose of procuring, implementing, or disseminating information and training in conjunction with program guidelines to the teachers in the schools.
2. Specialists serve as consultants and resource persons for administrators and teachers of the subject areas.
3. Specialists serve to assist the instructional staff and their coordinator in their particular subject areas.
4. Specialists in collaboration with their program coordinators, may requisition materials which augment their program.
5. Specialists shall be governed by the work calendar of teachers and shall observe the same leaves of absence, legal holidays and vacation time. Specialists shall observe a seven (7) hour work day, excluding lunch.
6. Specialists who use their own vehicles for work-related assignments shall receive such allowance per mile as provided by law.

GUIDANCE COUNSELORS

1. The maximum caseload for elementary school counselors shall be 400. A maximum caseload for secondary school counselors shall be 300.
2. Guidance Counselors shall be provided paraprofessionals when proctoring standardized tests.
3. Secretarial assistance will be provided to Counselors as required.
4. Counselors may be involved in curricular planning by serving on curriculum committees.
5. Counselors shall interview students after they are registered, test them if necessary, and recommend proper placement and courses of study. They shall not be responsible for scheduling; however, they may assist in special situations on a voluntary basis.

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6. Where there are no registrars, the counselor shall be a part of the team to review and interpret transcripts for the placement of students.
7. Guidance counselors shall not be assigned to cover classes. This provision does not prohibit group counseling. Counselors should be provided with space where individual and group counseling sessions may be held. Where such areas are not protective of confidentiality, the Department should seek to provide appropriate space. When confidentiality is required, the private telephone line of the school shall be made available to counselors.
8. Guidance counselors will report to their assigned schools two (2) days in advance of the first day of school and will report two (2) days following the last day of school for duties required to be performed relative to the guidance function.
9. The Department will only hire as guidance counselors those persons who possess a Master's Degree in Guidance and Counseling, or who achieve National Board Counselor Certification and who meet V.I.B.E. certification requirements. The Department shall encourage those counselors already in the system who do not possess suitable degrees to upgrade their skills.
10. The Guidance Department shall have a qualified chairperson. The Department Chair shall be assigned no more than 3/5 of the counseling load.
11. The Guidance Department Chair shall be involved in planning the yearly calendar for the school.
12. Guidance counselors shall be required to perform only those duties properly related to the guidance function and shall not be used as administrators.
13. Guidance counselors shall not be required to perform the mechanics of scoring standardized tests on a large scale.

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LIBRARIANS

1. There shall be one librarian in each library or Learning Media Center for every 500 students or major fraction thereof.
2. Classes not supervised by a teacher shall not be sent to the library, Learning Media Center, or Library Media Center when there is a library program in operation.
3. Classes shall not be sent to the Library, Learning Media Center or Library Media Center when the teacher is absent or when the classroom is not able to be used.
4. In accordance with the American Library Association standards for School Library Program, 1960, and the Office of the Commissioner of Education for the Virgin Islands, school librarians shall be assigned only those duties which are related to library or Learning Media Center programs. The practice of using librarians for study halls or other non-library related activities shall be discontinued.
5. The library shall be available for library purposes to students and teachers at all times during the school day. A librarian or paraprofessional shall staff the library at all times. Pupils shall not be assigned to the school library, Learning Media Center or Library Media Center as a disciplinary measure.
6. Itinerant teachers and librarians shall be assigned to no more than two (2) schools in one (1) day. Reimbursement for use of private automobile shall be in accordance with current Executive Order.

DRIVER AND AUDIO-VISUAL EDUCATION

1. There shall be one (1) room regularly assigned for the teachers of Driver Education. Physical Education instructors shall not teach Driver Education and Physical Education during the same school semester.
2. In all elementary and secondary schools with facilities of 50 or more teachers, the full-time position of Audio-Visual Specialist shall regularly

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consult with faculty members to assist their teaching by providing audio-visual materials and equipment needed in their teaching.

DEPARTMENT CHAIRPERSONS

1. Department Chairpersons shall not teach more than three (3) classes. The duties of Department Chairpersons shall be as follows, but not necessarily limited to the following:
 - a. Registering, inventory and distribution of books, supplies and equipment;
 - b. Assisting teachers new to the Department;
 - c. Scheduling teachers within their Department;
 - d. Providing assistance upon request to experienced teachers;
 - e. Observing each teacher in his department at such times as determined at the discretion of the Principal.
2. Department chairpersons are responsible for supervising and inspecting their instructional areas within each school.
3. Department chairpersons shall be appointed by and may be replaced at the discretion of the principal.

PHYSICAL EDUCATION

1. Coaches shall be recommended by department chairpersons, and they shall be assigned by the principal and approved by the district superintendent.
- 2.. All teachers qualified to teach Physical Education are eligible to apply for teaching, coaching or managing positions in interscholastic or intramural sports.
3. The Department of Education and the Union recognize the need to establish mandatory annual health examinations for all Virgin Islands public school children, with priority given to students participating in the physical education program.

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4. Changing facilities and showers shall be provided in all new school construction and every effort shall be made to upgrade same in existing schools.
5. The Department of Education and the Union recognize the urgent need to institute a swimming program in the schools.
6. An intramural program will be established in each school. The varsity sports schedule shall be posted one (1) year in advance.
7. Any student representing a school or the Department of Education in any sport shall be provided transportation by the school or Department and show verification of having insurance.

VOCATIONAL EDUCATION/BUSINESS EDUCATION/HOME ECONOMICS

1. Trade and Industry, Vocational Education, Business Education and Home Economics laboratories or classrooms shall be used for these designated purposes only, under the supervision of a teacher trained in these subjects.
2. Homeroom classes shall not be scheduled in Trade & Industry, Vocational Education, Business Education and Home Economics laboratories.
3. Vocational Education teachers shall have at least one (1) preparation period between teaching blocks of no more than two (2) to three (3) periods. In the event vocational education programs are modified, this provision shall be re-negotiated.
4. All vocational education teachers may be allowed to attend one (1) off-island conference or workshop per year within their area.
5. The Department of Education shall invest in all vocational and technical education programs to meet the needs of each district and the community, subject to the availability of funds.

E. DISCIPLINE

1. A Discipline Committee consisting of one (1) Board of Education member, two (2) Assistant District Superintendents, (1 STT/STJ, 1 STX),

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two (2) Union Representatives (1 STT/STJ, 1 STX), two (2) Administrators from the Association (1 STX, 1 STT/STJ), two (2) parents (1 STX, 1 STT/STJ), and two (2) student representatives (1 STX, 1 STT/STJ) shall be formed. The Commissioner of Education will review the committee's findings and recommend to the Board within thirty (30) days after receipt. The Commissioner or his designee shall call the first meeting, whereafter a chairperson shall be selected and will call future meetings. The Department of Education will absorb transportation costs.

2. Copies of the "Code of Discipline" shall be made available to students, parents, teachers, administrators and other educational personnel.
3. Copies of the existing suspension policy shall be made available to members of the bargaining unit.

F. **READING PROGRAM**

1. The Department and the Union are committed to the establishment of reading programs and classes at all levels designed to elevate students and to establish standards of reading levels.
2. Testing of Special Education students in need of re-evaluation must be completed one (1) month prior to their annual IEP date.

G. **EDUCATION REFORM INITIATIVES**

1. Any teacher who is rated less than "satisfactory" shall not receive a step increase.
2. Each school district shall establish a Peer Review Committee composed of classroom teachers, the Local AFT President, Principals and the District Superintendent to review tenure at the completion of each teacher's probationary period. Said Committee's recommendation shall be submitted to the Commissioner for action.
3. Any teacher or professional who receives an evaluation below satisfactory shall automatically become eligible to enter an intervention program for a period of not less than six (6) months.

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- D) Modified Instruction IV = TMR
 Category: Functional Academic Life Skills
 Class size/staffing ratio: 10:1:1
- E) Modified Instruction V = Therapeutic Kindergarten
 Category: Early School Years
 Class size/staffing ratio 10:1:1

SPECIALIZED INSTRUCTIONAL SERVICES

- A) Specialized Instruction 1 = TMR 1, 11, 111
 Class size/staffing ratio: 10:1:1
- B) Specialized Instruction 11
 = TMR IV Vocational Exploration
 Category: Occupational Education Skills
 Class size/staffing ratio: 8:1:2
- C) SIE III Ratio

HOME AND HOSPITAL INSTRUCTION SERVICES

- A) Hospital Instruction 1
 Category: Severe Medical/Health Conditions
 Class size: Staffing Ratio 8:1:2
- B) Home Instruction 1
 Category: Physical, Medical Needs
 Class size: Staffing ratio: 1:1
- C) Home Instruction 11
 Category: Intensive Management Needs
 Class size: Staffing ratio: 1:1
7. The principal, in consultation with the Division of Special Education will disseminate any relevant federal and state guidelines to special education teachers which affect the delivery of services to students.
8. The Department and the Union will work together to meet the needs of the Special Education population.

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I. STUDENT DISCIPLINE PROCEDURES

All elements of the Student Discipline Procedures are subject to the V.I. Board of Education's Disciplinary Policy. If any of the following procedures are inconsistent with the Board's Policy, the Board Policy prevails, except in instances where the Board's Policy is in conflict with the V.I. Code.

1. The Union recognizes the teacher's responsibility to maintain order, discipline and mutual respect in the individual classroom, through effective planning, instruction, leadership, mentoring, and the imposition of appropriate discipline techniques (Ref. Code). Teachers and administrators shall establish an in-house discipline code which will be consistently administered and enforced when dealing with students' discipline problems within the school.
2. A teacher may suspend a pupil from class for a day when the grossness of the offenses and/or the persistence of the misbehavior affects the physical safety of staff or students, or does not allow teaching and learning to take place. In such cases, the suspended pupil shall be brought to the office of the principal or designated personnel accompanied by the teacher, who shall file a written complaint. The student's parents may be called or notified in writing of the offense and the disciplinary action taken. Should the teacher desire a conference with the parents, every effort shall be made to hold such conference and an administrator or designated personnel shall be present.
3. In cases where suspension of a student from school may be necessary the school administrator will investigate the complaint utilizing due process and take the appropriate action. Copies of the complaint, what action taken or resolution will be sent to the student's parent, the aggrieved teacher and the Office of the Insular Superintendent.
4. It is the policy of the Union/Department that a safe and healthy environment for all students, faculty and staff must be maintained at all schools, and cases of violent behavior will not be tolerated. Such cases shall be dealt with forthrightly and the appropriate disciplinary action shall be taken.

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5. The teacher shall immediately report to the school administrator all cases of assault and battery suffered by him/her and a written report documenting the events of the incident shall be made by the teacher as soon as possible. A student who commits an assault and battery on a teacher shall be immediately sent to the office. He or she shall not be admitted to class until a thorough investigation by the administrator has been completed and a meeting has been held where the teacher, union representative, administrator, parents and all other concerned parties have been given the opportunity to discuss the matter.
6. All teachers shall be provided with copies of the Department's Suspension and Expulsion Policy, their school's rules and regulations and handbook, and or/the school's policy folder. Such school rules and policies must be applied in all disciplinary cases. All teachers and school personnel shall enforce said policies and rules in an equitable manner.
7. The Union and the Department recognize and accept their responsibility for counseling and mentoring of students who require special attention because of their social, academic/and behavior problems, and to such end the services of nurses, counselors, social workers, law enforcement personnel, drug free specialists, parents, administrators, teachers and other personnel will be utilized in order to promote good discipline among students.
8. Teachers shall report any threats of criminal or civil action against them arising out of and in the course of their employment.
9. In case of an accident or injury arising out of and during the course of employment, the involved teacher should inform his/her principal in writing of the accident or injury immediately.
10. The teacher shall complete the First Report of Injury Form, and shall be compensated in accordance with Workman's Compensation Laws.

J. SCIENCE LAB/RESOURCE CENTER

1. The Department and the Union agree that there is a need to upgrade all science labs in the junior and secondary high school in order to provide students with more practical hands on learning experiences. To that end, a paraprofessional will be assigned to set up labs in preparation for scheduled classes. This paraprofessional shall be responsible for the

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inventory utilization, storage and maintenance of the science equipment, materials and supplies needed to conduct said lab classes.

2. The Science Department Chairperson at each school shall facilitate the teachers and paraprofessional assigned to the lab with the scheduling of classes, the ordering of textbooks, literature and necessary supplies needed for an effective lab program.

K. COMPUTER LAB/MATH RESOURCE CENTER

1. The Department and the Union agree that there is a need to improve the math performance of all students in both districts. To facilitate this need, regular in-service training for all elementary teachers in math and also secondary math teachers shall be instituted. Where additional college work is necessary, the teachers in need of such work shall attend and the Department shall finance it through the TTAP program. If workshop or training is scheduled after school or weekends, teachers shall be compensated. The Department will continue to work towards the establishment of computer labs in all schools, and all teachers shall be encouraged to become computer literate in order to avail their students of modern technology in the classroom, improve student achievement and performance levels.
2. The Department chairpersons along with the school principal shall be responsible for the procurement, inventory, and storage of supplies, materials, equipment and textbooks for all math classes. The needs and math deficiencies of all students shall be assessed and assistance shall be provided for students and teachers in accordance with their particular needs.

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ARTICLE XI

SITE BASED MANAGEMENT: A COLLABORATIVE EDUCATION IMPROVEMENT PROGRAM

I. STATEMENT OF COMMITMENT

The AFT recognizes the efforts that the Department of Education has made in decentralizing education for improved learning outcomes beginning with the Reorganization Act of 1987. The Department recognizes the Union's support for improving education through the AFT Education Research and Dissemination Program (ER&D) and the AFT Distinguished Teacher Fellow Program.

The Department of Education and the AFT, in conjunction with other educational entities, parents, and the community, are committed to increasing the achievement, knowledge, self-esteem, critical thinking, learning outcomes and the skills necessary for students to function successfully in a changing society and global economy. Both parties agree on the need to decentralize authority and the decision-making process of the school level for the purpose of improving learning outcomes.

II. GOVERNANCE

In each District, a steering committee will be responsible for the planning, monitoring and evaluating the implementation of site-based management in the schools which have met established guidelines.

III. STEERING COMMITTEE COMPOSITION

The steering committee (SC) will be comprised of the following:

- (a) Three (3) Department of Education representatives:
 - Insular Superintendent
 - Deputy Superintendent
 - Other VIDE representative
- (b) Three (3) AFT representatives
 - AFT President

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- Secondary Teacher
- Elementary Teacher
- (c) Three (3) EAA representatives
 - EAA President
 - Secondary Principal
 - Elementary Principal
- (d) - One (1) Board of Education member
- (e) - One (1) Student
- (f) - One (1) Parent
- (g) - One (1) Business Person

The three former categories, [(a), (b) & (c)], will determine the representation of the three latter categories, [(e), (f) & (g)].

IV. RESPONSIBILITIES

- (a) Planning, monitoring and evaluation of site-based plans;
- (b) Determine eligibility of schools for site-based program based on the established guidelines;
- (c) Resolving conflicts;
- (d) Develop guidelines for site-based management teams.

V. SITE-BASED MANAGEMENT/SCHOOL IMPROVEMENT TEAM (SCHOOL LEVEL)

All schools shall establish a Site-Based Management/School Improvement Team. The principal will be a part of the team. The team shall be responsible for developing and implementing a school improvement plan focused on improved student achievement, increased parental involvement, focused leadership and management, and increased professional development.

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VI. TRAINING

The Department and AFT along with other entities, shall collaborate to provide training on site-based management.

VII. FUNDING

All schools will receive Imprest Funds in accordance with Act 6905. Additionally, schools will receive federal funds through Title V to support the achievement of goals articulated in the School Improvement Plans.

VIII. ASSESSMENT

Schools will be able to demonstrate their improvement on meeting the goals of their School Improvement Plans through their School Report Cards-a requirement under the NCLB Act.

IX. WAIVERS

Site-based management schools may apply for a waiver. Both parties agree that they may suspend or waive existing rules, regulations, policies or contractual agreements which may hinder restructuring which adversely affect the site based management program.

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SALARY AND FRINGE BENEFITS

A. SALARY

The parties agree to a four-year agreement and the attached wage schedule for the school years September 1, 2007 through August 31, 2011 (as more fully set forth in the Tentative Agreement, which is attached hereto and made a part hereof.)

B. COMPENSATION FOR ADDITIONAL DUTIES

Teachers shall be compensated for the performance of additional duties as fully set forth in Appendix "A" provided that they receive written approval from the District Superintendent. All Appendix A teachers shall be qualified.

C. FRINGE BENEFITS

1. Teachers shall receive annual summary statements containing the following:
 - a. sick leave accrued;
 - b. value of group insurance;
 - c. retirement accrued.
2. Upon prior written approval, a teacher duly qualified and admitted to a course of study in the field of education and/or job related courses shall receive \$400 for each nine (9) semester hours or equivalent provided that such benefit shall be limited to four (4) payments for a teacher in grade 5 and five payments for a teacher in grade 6. After thirty (30) days, placement on salary schedule will be determined by and commence on date verification is received. Such verification will be sent to the employee in writing.
3. The Department will reimburse teachers in an amount not to exceed a total of \$200.00 per teacher in any school year for the following:
 - A) Loss, damage or destruction, while on duty in the school, reported to the administration of the school on the date of the claimed occurrence, to an employee's automobile parked in an off-street parking area provided by the

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Department when the teacher has not been negligent, to the extent that such loss is not covered by insurance.

B) Loss, damage or destruction while on duty in the school, occurring when a teacher, in the exercise of his or her professional judgment and only if approved by the administration, brings into a classroom, as a teaching aid, an item not readily available to the teacher within the system, such as visual aid equipment or a microscope, camera, etc., provided (1) such loss, damage or destruction is reported to the administration of the school on the date of the claimed occurrence; (2) the teacher has not been negligent; and (3) only to the extent such loss is not covered by insurance.

C) Claims for such reimbursement under (a) or (b) above shall be made on a form to be furnished by the Department, to be completed and turned in to the individual or office designated by the Department. In the event a claim is denied by the Department, the grievance procedure may be invoked.

D) Teachers claiming reimbursement for loss, damage or destruction under Section 3, must (1) verify on the form provided in Section C, above, that (a) there were no previous claims submitted for reimbursement for the current fiscal year, and (b) they have provided the Department with a copy of their private insurance policy, if one exists, and (2) obtain the approval of a supervisor or administrator that the teacher was not at fault in the loss, damage or destruction claimed for reimbursement.

4. Reasonable legal fees and costs incurred by a teacher charged with criminal assault arising out of discharge of official duties shall be reimbursed provided that the teacher is not found guilty in a judicial proceeding.
5. Health and dental care will be as provided under the current V.I. Government health plan.
6. Teachers shall be eligible for workmen's compensation for job related injuries.

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7. Pursuant to Title 5 V.I.C. Section 426(b), prejudgment interest shall not be charged against the Government of the Virgin Islands on any judgment or decree for the payment of money by the Government.
8. All non-degreed teachers and/or non-certified teachers who meet the requirement of a federally funded Territorial Teacher Training Assistance Program shall be eligible to participate. Individuals presently in this program shall be given first priority providing their grade point average remains at a minimum of 2.0.

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- a. A part-time, probationary and temporary employees shall be laid off first in that order.
- b. If additional reductions are necessary the Department shall take into account the following factors:
 - a) Seniority;
 - b) The needs of the Department for teachers, counselors and librarians at the secondary and elementary levels, and for teachers for various curriculum subjects.
- c. Employees to be laid off shall be notified in writing at least thirty (30) days in advance of the date of lay-off and a copy of the notice shall be sent to the Union.
- d. Employees shall be recalled from lay-off on reverse order of the lay-off.
- e. Employees shall be notified of re-call by registered mail, return receipt requested, to the employee's last address in the Department's records. A copy of such notification shall be sent to the Union. Employees who fail to notify the Department within five (5) working days after the receipt of the above recall letter of their intention to return to work within seven (7) working days shall be considered terminated.
- f. New employees shall not be hired while employees able and willing to perform the available work remain on the lay-off list.

4. **Seniority List**

Within thirty (30) days of the execution of this Agreement the Employer shall furnish to the Union and post on every bulletin board a full and complete list of all unit employees' dates of hire. The Union or any employee who questions the accuracy of the list may do so within thirty (30) days after the delivery of the list to the Union and posting of said list on all bulletin boards together with a copy of this section of the contract, by filing a written grievance with the Employer specifying the alleged inaccuracy or inaccuracies. The list, except for any

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grievance filed within the specified time limits, shall be for all purposes final and conclusive. The Employer shall furnish the Union with up-to-date seniority list annually.

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ARTICLE XIV
SAVINGS CLAUSE

In the event that any portion of this Agreement or compliance therewith by the Employer or the Union shall constitute a violation of the Virgin Islands or federal laws or regulations, such provision, to the extent only that it is so in violation, shall be deemed ineffective and unenforceable, and shall be deemed severable from the remaining provisions of this Agreement, while remaining provisions shall not be affected. The provision affected shall be renegotiated by and between the Union and the Employer.

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ARTICLE XV
DURATION

1. This Agreement shall become effective on 12:01 a.m. of the first day of September 1, 2007 and shall expire on midnight of August 31, 2011. Provided, however that no provisions of this Agreement shall be given retroactive effect except those provided for in this Agreement.
2. This Agreement shall have no effect and shall be unenforceable unless signed by the Governor of the Virgin Islands provided, further, that any part of this Agreement that requires funding therefore in order to be implemented shall not become effective until the Legislature of the Virgin Islands has enacted legislation appropriating such funds.
3. This Agreement contains the full and complete agreement between the Department of Education and the St. Thomas/ St. John and St. Croix Federations. Neither party shall be required during the terms hereof to negotiate or bargain upon any issue whether it is covered or not covered in this Agreement subject to the provisions of Article XIV.
4. This Agreement may be amended or modified by the mutual agreement of the parties in writing although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life thereof.
5. If either party desires to extend these agreements or to negotiate new agreements, it shall give written notice to the other party by May 1st, 2011. If the desire is expressed by either party not to extend, then both parties shall exchange their proposals for new agreements no later than May 15th, 2011. Negotiations for subsequent or successor contracts shall commence by May 31st, 2011.


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IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives hereby execute this Agreement on the date indicated below.

GOVERNMENT OF THE VIRGIN ISLANDS

BY: 
JESSICA GALLIVAN
Chief Negotiator

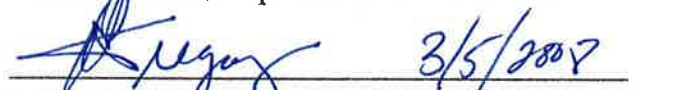
AMERICAN FEDERATION OF TEACHERS

BY: 
TYRONE MOLYNEAUX
Chief Negotiator
President, Local 1826

DATED: 2/27/, 2009

DATED: 2/27, 2009

BY:  3/5/2009
DR. LAVERNE TERRY
Commissioner, Department of Education

 3/5/2008
MRS. DONNA F. GREGORY
Assistant Commissioner, Department of Education

DATED: 3/5/08, 2009

BY: 
VERNELLE de LAGARDE
Assistant Chief Negotiator
President, Local 1825

DATED: Feb. 27, 2009

APPROVED:
BY: 
HONORABLE JOHN P. DE JONGH, JR.
Governor, U.S. Virgin Islands

DATED: 5/21, 2009

APPENDIX "A"

SPECIAL SCHEDULE - COACHING

Varsity

Junior Varsity

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Intramural Sports Coordinator	1,680.00	1,680.00	1,764.00
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Elementary	SY '08-'09	SY '9-'10	SY '10-'11
Track & Field Coach	2,200.00	2,200.00	2,310.00
Volleyball Coach	2,200.00	2,200.00	2,310.00
Basketball Coach	2,200.00	2,200.00	2,310.00
Cross Country Coach	2,200.00	2,200.00	2,310.00
All Other Coaches	2,200.00	2,200.00	2,310.00
Sports Coordinator			
Cheerleader Coach	1,000.00	1,000.00	1,050.00

Music	SY '08-'09	SY '9-'10	SY '10-'11
Band Director			
Senior High	3,000.00	3,000.00	3,150.00
Junior High	2,400.00	2,400.00	2,520.00
Elementary	1,800.00	1,800.00	1,890.00
Chorus			
Senior High	2,000.00	2,000.00	2,100.00
Junior High	1,800.00	1,800.00	1,890.00
Elementary	1,600.00	1,600.00	1,680.00

Academic Schedule	SY '08-'09	SY '9-'10	SY '10-'11
Group 1			
Guidance Counselor	2,000.00	2,000.00	2,100.00
Academic Coaches:			
Reading, Literary, Math	1,500.00	1,500.00	1,575.00
Paraprofessionals (SIE)	1,350.00	1,350.00	1,350.00
Special Ed. Teachers	2,300.00	2,300.00	2,415.00
Specialists (Resource)	2,200.00	2,200.00	2,310.00
*Dept. Chairpersons	2,100.00	2,100.00	2,205.00

Group 2			
Vocational Programs Advisor	1,500.00	1,500.00	1,575.00
Vocational State Chair	1,800.00	1,800.00	1,890.00
Senior High Quiz Bowl Coaches & Senior National Honor Society Advisors	1,000.00	1,000.00	1,050.00
Assistant Senior Quiz Bowl Coaches	800.00	800.00	840.00
Advisers=FBIA, FCCLA, VICA	1,000.00	1,000.00	1,050.00
NIGHT SCHOOL			
Teachers (Per Hour)	\$18.00	\$18.00	\$18.00

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GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF EDUCATION

TENTATIVE AGREEMENT

AMERICAN FEDERATION OF TEACHERS, LOCALS 1825 AND 1826
(PROFESSIONALS)

August 27, 2008

1. The parties agree to a successor agreement comprising the former agreement of September 1, 2004 to August 31, 2007, and all language changes agreed to during negotiations commencing June 2007 to August 27, 2008.
2. The parties' successor agreement shall have a term of four (4) years, commencing September 1, 2007 through August 31, 2011.
3. The parties agree to a one-time monetary incentive of \$1,700 for each current member of the AFT professional bargaining unit (degree and non-degreed) in lieu of salary increases for school year (SY) 2007-2008. This one-time monetary incentive shall be paid no later than November 15, 2008.
4. Effective September 1, 2008, the pay plan for degreed professionals shall be de-clustered as indicated on the attached Schedule A and reflect a minimum starting salary of \$31,000, at Step 0, and a maximum salary of \$71,100 at Step 30, based on the professionals' years of experience in his/her respective position, and subject to them having received a satisfactory or better performance rating for the immediately prior school year.
5. Effective September 1, 2008, the pay plan for non-degreed professionals shall be de-clustered as indicated on the attached Schedule B and reflect a minimum starting salary of \$25,254, at Step 0, and a maximum salary of \$43,916 at Step 30, based on his/her years of experience in his/her respective position, and subject to them having received a satisfactory or better performance rating for the immediately prior school year.
6. The 2008 salary increases for members of the bargaining unit shall be implemented no later than the end of the first quarter of Fiscal Year 2009.
7. Effective September 1, 2009, the pay plan for degreed professionals shall be de-clustered as indicated the attached Schedule A and reflect a minimum starting salary of \$32,000, at Step 0, and a maximum salary of \$71,700 at Step 30, based on the professionals' years of experience in his/her respective position, and subject to them having received a satisfactory or better performance rating for the immediately prior school year.

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8. Effective September 1, 2009, the pay plan for non-degreed professionals shall be de-clustered as indicated the attached Schedule B and reflect a minimum starting salary of \$26,254, at Step 0, and a maximum salary of \$44,516 at Step 30, based on his/her years of experience in his/her respective position, and subject to them having received a satisfactory or better performance rating for the immediately prior school year.
9. Effective September 1, 2010, the pay plan for degreed professionals shall be de-clustered as indicated the attached Schedule A and reflect a minimum starting salary of \$34,000, at Step 0, and a maximum salary of \$73,300 at Step 30, based on the professionals' years of experience in his/her respective position, and subject to them having received a satisfactory or better performance rating for the immediately prior school year.
10. Effective September 1, 2010, the pay plan for non-degreed professionals shall be de-clustered as indicated the attached Schedule B and reflect a minimum starting salary of \$27,854 at Step 0, and a maximum salary of \$46,116 at Step 30, based on his/her years of experience in his/her respective position, and subject to them having received a satisfactory or better performance rating for the immediately prior school year.
11. Teachers shall be certified by the V.I. Board of Education by September 1, 2010. Teachers who have substantially completed the requirements for certification and who, through no fault of their own, have not been certified shall not be denied a raise under this provision requiring certification by September 1, 2010.
12. Newly hired teachers who previously taught in the Virgin Islands public school system will receive credit for years of experience of not more than fifteen (15) years. New teachers to the school system will receive credit for not more than ten (10) years of experience in another school system.
13. Registered Nurses shall be placed on Grade 5 (BA) or Grade 6 (MA). Returning nurses shall receive credit for years of experience of not more than fifteen (15) years in another nursing capacity. Newly hired registered nurses to the school system shall receive credit for not more than ten (10) years of experience in another nursing capacity.
14. For the life of the successor agreement, the following number of professional development days (exclusive of AFT Mini Quest) shall be included in the school calendar in addition to the 180 teaching days and minimum 1080 instructional hours mandated by Virgin Islands law.

	SY '08-'09	SY '09-'10	SY '10-'11
Elementary School Professionals	4	4	5
Non-Elementary School Professionals	3	3	3
All Professionals (pre-school workshop)	1	2	2

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15. Stipends shall continue for select categories of AFT members consistent with the schedule of November 28, 2005, and continuing to School Year 2009-2010, except for Special Education Teachers, whose stipend shall increase in SY 2008-2009 to \$2,300 per annum. In SY 2010-2011, all current stipends shall increase by 5%.


Tentatively Agreed to by:

(To be ratified by the members of the American Federation of Teachers, Locals 1825 and 1826 and the Governor of the Virgin Islands, John P. de Jongh, Jr.)

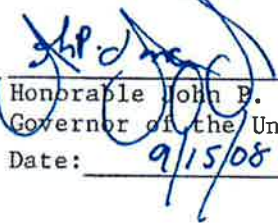
GOVERNMENT OF THE VIRGIN ISLANDS


Jessica Gallivan, Esq.
Chief Negotiator

Date: 8/27/08

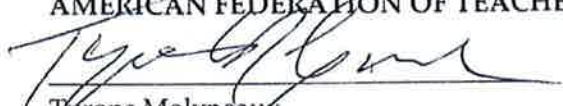

Dr. LaVerne Terry
Commissioner, DOE

Date: 8/27/08


Honorable John P. deJongh, Jr.
Governor of the United States Virgin Islands

Date: 9/15/08

AMERICAN FEDERATION OF TEACHERS


Tyrone Molyneaux
President, AFT Local 1826

Date: 8/27/08


Vernelle S. de Lagarde
President, AFT Local 1825

Date: 8/27/08


8/27/08

SCHEDULE "A"

AMERICAN FEDERATION OF TEACHERS -- LOCALS 1825 & 1826 -- PROPOSED SALARY SCHEDULES

YEARS	\$ 3,000.00				VARIABLE VALUE ADDED				YEARS				\$ 1,000.00				VARIABLE VALUE ADDED				YEARS				\$ 2,000.00				VARIABLE VALUE ADDED				YEARS			
	2006-2009 SINGLE YEAR PROPOSED PAY PLANS				2009-2010 SINGLE YEAR PROPOSED PAY PLANS				2009-2010 SINGLE YEAR PROPOSED PAY PLANS				2009-2010 SINGLE YEAR PROPOSED PAY PLANS				2010-2011 SINGLE YEAR PROPOSED PAY PLANS				2010-2011 SINGLE YEAR PROPOSED PAY PLANS				2010-2011 SINGLE YEAR PROPOSED PAY PLANS				2010-2011 SINGLE YEAR PROPOSED PAY PLANS				2010-2011 SINGLE YEAR PROPOSED PAY PLANS			
	BA	MA	ED SP	PH D	BA	MA	ED SP	PH D	BA	MA	ED SP	PH D	BA	MA	ED SP	PH D	BA	MA	ED SP	PH D	BA	MA	ED SP	PH D	BA	MA	ED SP	PH D	BA	MA	ED SP	PH D				
0	31,000	33,240	34,752	35,704	32,000	34,240	35,752	36,704	32,000	34,240	35,752	36,704	32,000	34,240	35,752	36,704	32,000	34,240	35,752	36,704	32,000	34,240	35,752	36,704	32,000	34,240	35,752	36,704	32,000	34,240	35,752	36,704				
1	32,924	35,259	36,813	37,757	33,524	35,859	37,413	38,357	33,524	35,859	37,413	38,357	33,524	35,859	37,413	38,357	33,524	35,859	37,413	38,357	33,524	35,859	37,413	38,357	33,524	35,859	37,413	38,357	33,524	35,859	37,413	38,357				
2	33,700	36,060	37,700	38,600	34,300	36,660	38,300	39,200	34,300	36,660	38,300	39,200	34,300	36,660	38,300	39,200	34,300	36,660	38,300	39,200	34,300	36,660	38,300	39,200	34,300	36,660	38,300	39,200	34,300	36,660	38,300	39,200				
3	34,500	36,910	38,600	39,500	35,100	37,510	39,200	40,100	35,100	37,510	39,200	40,100	35,100	37,510	39,200	40,100	35,100	37,510	39,200	40,100	35,100	37,510	39,200	40,100	35,100	37,510	39,200	40,100	35,100	37,510	39,200	40,100				
4	35,441	37,872	39,464	40,394	36,041	38,472	40,064	40,994	36,041	38,472	40,064	40,994	36,041	38,472	40,064	40,994	36,041	38,472	40,064	40,994	36,041	38,472	40,064	40,994	36,041	38,472	40,064	40,994	36,041	38,472	40,064	40,994				
5	36,300	38,700	40,300	41,200	36,900	39,300	40,900	41,800	36,900	39,300	40,900	41,800	36,900	39,300	40,900	41,800	36,900	39,300	40,900	41,800	36,900	39,300	40,900	41,800	36,900	39,300	40,900	41,800	36,900	39,300	40,900	41,800				
6	37,200	39,750	41,300	42,100	37,800	40,350	41,900	42,700	37,800	40,350	41,900	42,700	37,800	40,350	41,900	42,700	37,800	40,350	41,900	42,700	37,800	40,350	41,900	42,700	37,800	40,350	41,900	42,700	37,800	40,350	41,900	42,700				
7	38,167	40,694	42,321	43,228	38,767	41,294	42,921	43,828	38,767	41,294	42,921	43,828	38,767	41,294	42,921	43,828	38,767	41,294	42,921	43,828	38,767	41,294	42,921	43,828	38,767	41,294	42,921	43,828	38,767	41,294	42,921	43,828				
8	39,000	41,695	43,300	44,300	39,600	42,295	43,900	44,900	39,600	42,295	43,900	44,900	39,600	42,295	43,900	44,900	39,600	42,295	43,900	44,900	39,600	42,295	43,900	44,900	39,600	42,295	43,900	44,900	39,600	42,295	43,900	44,900				
9	40,100	42,700	44,300	45,300	40,700	43,300	44,900	45,900	40,700	43,300	44,900	45,900	40,700	43,300	44,900	45,900	40,700	43,300	44,900	45,900	40,700	43,300	44,900	45,900	40,700	43,300	44,900	45,900	40,700	43,300	44,900	45,900				
10	41,119	43,741	45,400	46,275	41,719	44,341	46,000	46,875	41,719	44,341	46,000	46,875	41,719	44,341	46,000	46,875	41,719	44,341	46,000	46,875	41,719	44,341	46,000	46,875	41,719	44,341	46,000	46,875	41,719	44,341	46,000	46,875				
11	42,100	44,800	46,400	47,300	42,700	45,400	47,000	47,900	42,700	45,400	47,000	47,900	42,700	45,400	47,000	47,900	42,700	45,400	47,000	47,900	42,700	45,400	47,000	47,900	42,700	45,400	47,000	47,900	42,700	45,400	47,000	47,900				
12	43,100	45,900	47,500	48,400	43,700	46,500	48,100	49,000	43,700	46,500	48,100	49,000	43,700	46,500	48,100	49,000	43,700	46,500	48,100	49,000	43,700	46,500	48,100	49,000	43,700	46,500	48,100	49,000	43,700	46,500	48,100	49,000				
13	44,316	47,032	48,717	49,551	44,916	47,632	49,317	50,151	44,916	47,632	49,317	50,151	44,916	47,632	49,317	50,151	44,916	47,632	49,317	50,151	44,916	47,632	49,317	50,151	44,916	47,632	49,317	50,151	44,916	47,632	49,317	50,151				
14	45,400	48,100	49,800	50,600	46,000	48,700	50,400	51,200	46,000	48,700	50,400	51,200	46,000	48,700	50,400	51,200	46,000	48,700	50,400	51,200	46,000	48,700	50,400	51,200	46,000	48,700	50,400	51,200	46,000	48,700	50,400	51,200				
15	46,500	49,200	51,000	51,800	47,100	49,800	51,600	52,200	47,100	49,800	51,600	52,200	47,100	49,800	51,600	52,200	47,100	49,800	51,600	52,200	47,100	49,800	51,600	52,200	47,100	49,800	51,600	52,200	47,100	49,800	51,600	52,200				
16	47,778	50,587	52,291	53,072	48,378	51,187	52,891	53,672	48,378	51,187	52,891	53,672	48,378	51,187	52,891	53,672	48,378	51,187	52,891	53,672	48,378	51,187	52,891	53,672	48,378	51,187	52,891	53,672	48,378	51,187	52,891	53,672				
17	48,978	51,800	53,400	54,100	49,578	52,400	54,000	54,700	49,578	52,400	54,000	54,700	49,578	52,400	54,000	54,700	49,578	52,400	54,000	54,700	49,578	52,400	54,000	54,700	49,578	52,400	54,000	54,700	49,578	52,400	54,000	54,700				
18	50,200	52,900	54,600	55,300	50,800	53,500	55,200	55,900	50,800	53,500	55,200	55,900	50,800	53,500	55,200	55,900	50,800	53,500	55,200	55,900	50,800	53,500	55,200	55,900	50,800	53,500	55,200	55,900	50,800	53,500	55,200	55,900				
19	51,528	54,426	56,142	56,858	52,128	55,026	56,742	57,458	52,128	55,026	56,742	57,458	52,128	55,026	56,742	57,458	52,128	55,026	56,742	57,458	52,128	55,026	56,742	57,458	52,128	55,026	56,742	57,458	52,128	55,026	56,742	57,458				
20	52,528	55,600	57,300	58,000	53,128	56,200	57,900	58,600	53,128	56,200	57,900	58,600	53,128	56,200	57,900	58,600	53,128	56,200	57,900	58,600	53,128	56,200	57,900	58,600	53,128	56,200	57,900	58,600	53,128	56,200	57,900	58,600				
21	53,500	57,100	58,500	59,400	54,100	57,700	59,100	60,000	54,100	57,700	59,100	60,000	54,100	57,700	59,100	60,000	54,100	57,700	59,100	60,000	54,100	57,700	59,100	60,000	54,100	57,700	59,100	60,000	54,100	57,700	59,100	60,000				
22	55,589	58,572	60,291	60,291	56,189	59,172	60,891	60,891	56,189	59,172	60,891	60,891	56,189	59,172	60,891	60,891	56,189	59,172	60,891	60,891	56,189	59,172	60,891	60,891	56,189	59,172	60,891	60,891	56,189	59,172	60,891	60,891				
23	56,590	59,800	61,800	61,800	57,190	60,400	62,400	62,400	57,190	60,400	62,400	62,400	57,190	60,400	62,400	62,400	57,190	60,400	62,400	62,400	57,190	60,400	62,400	62,400	57,190	60,400	62,400	62,400	57,190	60,400	62,400	62,400				
24	58,590	61,200	63,100	63,100	59,190	61,800	63,700	63,700	59,190	61,800	63,700	63,700	59,190	61,800	63,700	63,700	59,190	61,800	63,700	63,700	59,190	61,800	63,700	63,700	59,190	61,800	63,700	63,700	59,190	61,800	63,700	63,700				
25	59,987	63,050	64,762	64,762	60,587	63,650	65,362	65,362	60,587	63,650	65,362	65,362	60,587	63,650	65,362	65,362	60,587	63,650	65,362	65,362	60,587	63,650	65,362	65,362	60,587	63,650	65,362	65,362	60,587	63,650	65,362	65,362				
26	62,000	64,200	65,800	66,900	62,600	64,800	66,400	66,400	62,600	64,800	66,400	66,400	62,600	64,800	66,400	66,400	62,600	64,800	66,400	66,400	62,600	64,800	66,400	66,400	62,600	64,800	66,400	66,400	62,600	64,800	66,400	66,400				
27	65,100	65,400	66,900	68,000	65,700	66,000	67,500	68,600	65,700	66,000	67,500	68,600	65,700	66,000	67,500	68,600	65,700	66,000	67,500	68,600	65,700	66,000	67,500	68,600	65,700	66,000	67,500	68,600	65,700	66,000	67,500	68,600				
28	66,600	68,100	68,600	70,100	67,200	68,700	69,200	70,700	67,200	68,700	69,200	70,700	67,200	68,700	69,200	70,700	67,200	68,700	69,200	70,700	67,200	68,700	69,200	70,700	67,200	68,700	69,200	70,700	67,200	68,700	69,200	70,700				
29	67,600	68,600	69,100	70,600	68,200	69,200	69,700	71,200	68,200	69,200	69,700	71,200	68,200	69,200	69,700	71,200	68,200	69,200	69,700	71,200	68,200	69,200	69,700	71,200	68,200	69,200	69,700	71,200	68,200	69,200	69,700	71,200				
30	68,600	69,100	69,600	71,100	69,200	69,700	70,200	71,700	69,200	69,700	70,200	71,700	69,200	69,700	70,200	71,700	69,200	69,700	70,200	71,700	69,200	69,700	70,200	71,700	69,200	69,700	70,200	71,700	69,200	69,700	70,200	71,700				

9/15/08

Date: Governor John P. DeLoach, Jr.

Vernelle Belarde, AFT President

Dr. LaVerne Terry
Commissioner


Byronne Molyneux, AFT President and
Chief Negotiator


Jessica Gallivan, Esq.
Chief Negotiator

SCHEDULE "B"

NONDEGREE


YEARS	2008 - 2009				2009 - 2010				2010 - 2011				YEARS
	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 1	GRADE 2	GRADE 3	GRADE 4	
1	25,254	26,006	26,791	27,569	28,254	27,006	27,791	28,569	27,854	28,606	29,391	30,169	1
2	25,768	26,551	27,369	28,179	28,388	27,151	27,969	28,779	27,968	28,751	29,569	30,379	2
3	26,091	26,876	27,687	28,501	28,691	27,476	28,287	29,101	28,291	29,076	29,887	30,701	3
4	26,632	27,432	28,221	29,030	27,232	28,032	28,821	29,630	28,832	29,632	30,421	31,230	4
5	27,417	28,225	29,013	29,824	28,017	28,825	29,613	30,424	29,617	30,425	31,213	32,024	5
6	28,205	29,018	29,806	30,615	28,805	29,618	30,406	31,215	30,405	31,218	32,006	32,815	6
7	28,996	29,810	30,597	31,409	29,596	30,410	31,197	32,009	31,196	32,010	32,797	33,609	7
8	29,789	30,601	31,391	32,197	30,389	31,201	31,991	32,787	31,989	32,801	33,591	34,397	8
9	30,576	31,393	32,179	32,949	31,176	31,993	32,779	33,569	32,776	33,593	34,379	35,149	9
10	31,366	32,186	32,971	33,781	31,968	32,786	33,571	34,381	33,566	34,386	35,171	35,981	10
11	32,161	32,978	33,757	34,571	32,761	33,578	34,357	35,171	34,361	35,178	35,957	36,771	11
12	32,954	33,767	34,554	35,363	33,554	34,367	35,154	35,963	35,154	35,967	36,754	37,563	12
13	33,744	34,556	35,347	36,151	34,344	35,156	35,947	36,751	35,944	36,756	37,547	38,351	13
14	34,534	35,342	36,141	36,938	35,134	35,942	36,741	37,538	36,734	37,542	38,341	39,138	14
15	35,341	36,153	36,954	37,743	35,941	36,753	37,554	38,343	37,541	38,353	39,154	39,943	15
16	36,171	36,987	37,790	38,585	36,771	37,587	38,390	39,185	38,371	39,187	39,980	40,765	16
17	37,021	37,836	38,644	39,407	37,621	38,436	39,244	40,007	39,221	40,036	40,844	41,607	17
18	37,880	38,710	39,521	40,287	38,490	39,310	40,121	40,937	40,090	40,910	41,721	42,467	18
19	38,761	39,600	40,421	41,148	39,361	40,200	41,021	41,748	40,981	41,800	42,621	43,348	19
20	39,695	40,518	41,340	42,051	40,295	41,118	41,940	42,651	41,895	42,718	43,540	44,251	20
21	40,633	41,457	42,283	42,972	41,233	42,057	42,883	43,672	42,833	43,657	44,483	45,172	21
22	41,594	42,418	43,247	43,916	42,194	43,018	43,847	44,516	43,794	44,618	45,447	46,116	22


 Jessica Gallivan, Esq.
 Chief Negotiator
 Date: 8/27/08


 Dr. Laverne Terry
 Commissioner
 Date: 8-27-08


 Tyrone Molyneux
 President and Chief Negotiator
 Date: 8/27/08


 Vernelle Delagarde
 President
 Date: 8/27/08


 John P. deJongh, Jr.
 Governor
 Date: 9/15/08