

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**

and the

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

EDUCATION PROFESSIONALS



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INDEX

<u>ARTICLE</u>	<u>PAGE</u>
PURPOSE AND SCOPE	6
PREAMBLE	7
ARTICLE I RECOGNITION, DEFINITIONS, STRIKE PROHIBITION, LOCK-OUT AND PREROGATIVES	9
SUB-SECTION A. RECOGNITION	9
SUB-SECTION B: DEFINITIONS	9
1. SCHOOL	9
2. PRINCIPAL	9
3. TEACHER	10
4. GUIDANCE COUNSELOR	10
5. DISTRICT RESOURCE SPECIALIST	10
6. LIBRARIAN	10
7. BUILDING REPRESENTATIVE	10
8. DEPARTMENT	10
9. DEPARTMENT CHAIRPERSON	11
10. DEAN OF STUDENTS	11
SUB-SECTION C. STRIKE PROHIBITION & LOCKOUT	11
SUB-SECTION D. DEPARTMENT OF EDUCATION PREROGATIVES	11
ARTICLE II FAIR PRACTICES	13
ARTICLE III GRIEVANCE AND ARBITRATION PROCEDURE	16
ARTICLE IV WORKING CONDITIONS	20
SUB-SECTION A. TIME & ATTENDANCE	20
SUB-SECTION B. RELIEF FROM NON-TEACHING DUTIES	20
SUB-SECTION C. TEACHERS' LOAD & LENGTH OF SCHOOL DAY	21
SUB-SECTION D. MAXIMUM CLASS SIZE	23
SUB-SECTION E. EQUIPMENT, FACILITIES & MATERIALS	23
SUB-SECTION F. PREPARATION AND MEETINGS	27
SUB-SECTION G. TEACHING ASSIGNMENTS	28
SUB-SECTION H. SUMMER SCHOOL	30
SUB-SECTION I. ADULT AND CONTINUING EDUCATION PROGRAM	31
SUB-SECTION J. ADULT DAY SCHOOL/SKILL CENTERS	32
SUB-SECTION K. TRANSFERS	32
SUB-SECTION L. SPECIAL PROVISIONS FOR NURSES	33
SUB-SECTION M. PSYCHOLOGISTS, SOCIAL WORKERS, DIAGNOSTICIANS, SPEECH, OCCUPATIONAL, PHYSICAL & OTHER THERAPISTS	37
SUB-SECTION N. REGISTRARS	39
SUB-SECTION O. PROFESSIONAL RESPONSIBILITY	39
ARTICLE V UNION RIGHTS	40
A. LEAVE OF ABSENCE FOR UNION OFFICERS OR EMPLOYEES	40
B. INFORMATION TO THE UNION	41

ARTICLE VI	LEAVES OF ABSENCE	44
	SUB-SECTION A. PROOF OF SICKNESS	44
	SUB-SECTION B. PERSONAL LEAVE	45
	SUB-SECTION C. MATERNITY LEAVE	46
	SUB-SECTION D. SABBATICAL LEAVE	47
	SUB-SECTION E. BEREAVEMENT LEAVE	48
	SUB-SECTION F. OTHER LEAVES	48
	SUB-SECTION G. GOVERNMENT BOARDS AND COMMISSIONS	48
	SUB-SECTION H. MILITARY OR PEACE CORPS	49
ARTICLE VII	OBSERVATION, RATINGS, FILES AND EVALUATION OF TEACHERS	50
ARTICLE VIII	DRESS CODE	52
ARTICLE IX	SCHOOL CALENDAR	53
ARTICLE X	ADMINISTRATIVE AND GENERAL	55
	SUB-SECTION A. PAYMENT OF SALARIES	55
	SUB-SECTION B. PROMOTIONAL OPPORTUNITIES	55
	SUB-SECTION C. MISCELLANEOUS	56
	SUB-SECTION D. SPECIAL PROVISIONS	59
	(i) SPECIALISTS	59
	(ii) GUIDANCE COUNSELORS	59
	(iii) LIBRARIANS/LIBRARY MEDIA SPECIALISTS	60
	(iv) AUDIO VISUAL EDUCATION	61
	(v) DRIVER EDUCATION	61
	(vi) DEPARTMENT CHAIRPERSONS	62
	(vii) PHYSICAL EDUCATION	62
	(viii) CAREER/TECHNICAL and FAMILY and CONSUMER SCIENCE	63
	SUB-SECTION E. DISCIPLINE	63
	SUB-SECTION F. READING PROGRAM	64
	SUB-SECTION G. EDUCATION REFORM INITIATIVES	64
	SUB-SECTION H. SPECIAL EDUCATION AND EDUCATIONAL	
	DIAGNOSTIC CENTER	64
	(i) SUPPLEMENTAL INSTRUCTIONAL SERVICES	65
	(ii) MODIFIED INSTRUCTIONAL SERVICES	65
	(iii) SPECIALIZED INSTRUCTIONAL SERVICES	65
	(iv) HOME AND HOSPITAL INSTRUCTION SERVICES	66
	(v) Continuum Services	66
	SUB-SECTION I. STUDENT DISCIPLINE PROCEDURES	67
	SUB-SECTION J. SCIENCE LAB/RESOURCE CENTER	67
	SUB-SECTION K. COMPUTER LAB/MATH RESOURCE CENTER	69
ARTICLE XI	SITE BASED MANAGEMENT: A COLLABORATIVE EDUCATION	
	IMPROVEMENT PROGRAM	71
	SUB-SECTION I: STATEMENT OF COMMITMENT	71
	SUB-SECTION II. GOVERNANCE	71
ARTICLE XII	SALARY AND FRINGE BENEFITS	72

	SUB-SECTION A. SALARY	72
	SUB-SECTION B. COMPENSATION FOR ADDITIONAL DUTIES	72
	SUB-SECTION C. FRINGE BENEFITS	72
ARTICLE XIII	SENIORITY AND REDUCTION IN FORCE	74
	(i) SENIORITY	74
	(ii) PROBATIONARY, PART-TIME & TEMPORARY EMPLOYEES	74
	(iii) REDUCTION IN WORK FORCE	74
	(iv) SENIORITY LIST	75
ARTICLE XIV	SAVINGS CLAUSE	76
ARTICLE XV	DURATION	77
	APPENDIX A – TENTATIVE WAGE AGREEMENT	
	APPENDIX B – SPECIAL SCHEDULE – COACHING	

NEGOTIATION TEAM MEMBERS

UNION:

Name	Title	Local
Leontyne Jones	President/Chief Negotiator	AFT, Local 1825
Rosa Soto-Thomas	President/Assistant Chief Negotiator	AFT, Local 1826
Carol Callwood	Former President/Former Chief Negotiator	AFT, Local 1825
Jesus Espinosa	1 st Vice President	AFT, Local 1826
Sandra Benjamin	2 nd Vice President	AFT, Local 1825
Verna Lionel	2 nd Vice President	AFT, Local 1826
Lorrie Turnbull-Martin	4 th Vice President	AFT, Local 1825
Mechele Lett	Recording Secretary	AFT, Local 1825
Kim Phillip	Recording Secretary	AFT, Local 1826
Rochelle Todman-Jackson	Treasurer	AFT, Local 1825
Candeya Turnbull Browne	Board Member	AFT, Local 1825
Ginjah Battiste	Former Board Member	AFT, Local 1825
Patsy Guthrie	School Psychologist	AFT, Local 1826
J'Nae Torres Lang	Paraprofessional	AFT, Local 1826
Nicole Wilkes	Support Staff	AFT, Local 1826
Patricia Wyatt	Former Nurse Chair	AFT, Local 1826
George Bordenave	AFT National Representative	
Attorney Edward Jacobs	AFT Legal Counsel	

MANAGEMENT:

Name	Title	Department
Joss N. Springette, Esq.	Chief Negotiator	Office of Collective Bargaining
Racquel Berry Benjamin	Commissioner	Department of Education
Ava Penn	Deputy Commissioner	Department of Education
Stephen Jurgens, Ph.D.	Insular Superintendent - STT/STJ	Department of Education
Carlos McGregor	Insular Superintendent - STX	Department of Education
Wendy Bailey	Director, Human Resources	Department of Education
Cynthia Moore, Esq.	Legal Counsel	Department of Education
Alvincent Hutson, Esq.	Legal Counsel	Department of Education
Pamela Berkeley	Director for Payroll	Department of Education

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.

PREAMBLE

AGREEMENT, made this first day of September 2020, 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 education 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 in the classroom 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 education 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 professionals 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:

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 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 to guide 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.
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.
10. **DEAN OF STUDENTS:** The Dean of Students is a non-bargaining unit position established pursuant to 3 V.I.C. Section 93 and is not within the bargaining unit represented by the Union. Therefore, neither the Department nor any School Administrators shall appoint or designate any bargaining unit member to the position of Dean of Students.

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:
 - a. to the executive management and administrative control of the school

system and its properties and facilities, and the activities of its employees;

- b.** to hire all employees and subject to the provisions of law, to determine their qualifications;
- c.** to establish grades and courses of instruction including special programs and to provide for athletic, recreational and social events for students;
- d.** to determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto.

- 2.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Department, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms hereof are in conformance with the laws of the Virgin Islands and the Constitution of the United States.
- 3.** Nothing contained herein shall be considered to deny or restrict the Department's rights, responsibilities, and authority under the Virgin Islands general school laws.
- 4.** No person or persons, individually or collectively, shall bargain with the Department concerning the terms and provisions of this Agreement except through the authorized representatives of the Union.

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 24, Chapter 14, 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 members shall receive a copy of their current job descriptions, upon request, from the HR Director.
3. 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.
4. 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 fifteen (15) working days of 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.
 - 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.
5. 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.
6. 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.
7. The Department of Education and its agents shall not discriminate against any employee on the basis of race, creed, color, religion, national origin, sex, age, disability, marital status, political affiliation or participation in the activities of any employee organization.
8. 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.

- 9.** 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.
- 10.** Material will be removed from the files when an employee's claim that it is inaccurate or unfair is sustained.
- 11.** No written notation or record of an oral complaint received by the Department pertaining to departmental matters from any source shall be placed in the educational professional's personnel file prior to an investigation and verification of the complaint filed.
- 12.** Neither the Department nor any employee of this bargaining unit shall solicit or make use of the services of any student for political purposes or management-labor disputes or activities relating thereto.

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. All District Employees covered under this Agreement shall appeal to the District Superintendent.

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, filed by the Union, on behalf of the employee, 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 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 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. The District Superintendent shall be required to confer in person with the grievant and his/her 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. 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 Designee shall grant a hearing at his/her level for the following grievances: suspensions, demotions and dismissals.

STEP IV: If the aggrieved is dissatisfied with the decision of the District Superintendent, Grievant and Union rep has 10 days after rendering decision to appeal to the Commissioner or Designee. Commissioner must meet in person with grievant and his representative within 15 working days. Commissioner must render written decision within 10 working days after conferring with grievant and union rep.

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

DEMAND FOR ARBITRATION:

If the aggrieved is dissatisfied with the decision of the 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.

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.
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.

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 and/or clock in. Any teacher who received permission from the Principal or Designee to leave the school premises during the course of the school day shall be required to sign-out and/or clock out upon departure and sign-in and/or clock 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 to wit, 17 V.I. Reg. § 121-81 (2) which 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 - verbal warning issued
- b. 2nd violation - written warning issued
- c. 3rd violation - further disciplinary action

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.

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. Secondary school teachers shall be required to supervise their assigned students who are participating in non-instructional activities that are conducted during instructional time.

An exception shall be made if a teacher is required to provide instruction to their students who are not required to participate in the non-instructional activity.

5. Teachers shall be responsible for students at all times during classroom instruction. 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.
6. 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.
7. Daily attendance shall be kept by the teachers.
8. Teachers shall not be required to collect money for any purpose. Collection may be voluntary.
9. 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.
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.
11. Teachers following established disciplinary guidelines when supervising areas outside their own classroom shall be given full administrative support. Teachers following established disciplinary guidelines when supervising areas outside their own classroom shall be given full administrative support. Teachers attendance is mandatory, for at least two (2) P.T.A. meetings, for which the teacher shall receive up to three (3) hours of administrative leave for attendance at each mandatory meeting as approved by the Department or Designee.

Special Subject will replace Special Area throughout the Collective Bargaining Agreement (CBA).

12. All elementary special 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:
 - a.

Kindergarten	-	25
Grades 1 - 6	-	30
Grades 7 - 12	-	27
Ungraded	-	16
Physical Education	-	175 per day
Occupational/Vocational	-	22
 - b. In schools where there is block scheduling, the number of students for physical education classes shall be limited to the established class size (27 students).
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 intellectually disabled students shall not normally exceed ten (10) students.

E. EQUIPMENT, FACILITIES AND MATERIALS

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

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 purpose.
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, bookcase, bulletin board, chalk board, dry erase or smart board, and computer(s). Teacher may also have access to a printer, computer paper and ink, and access to storage onsite, which may not necessarily be inside the immediate 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, electronic devices 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/secured classrooms shall be provided for all band, physical education, vocational/technical, computer lab, and audio-visual teachers who shall be responsible for the storage/security of the equipment under their supervision.
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, educational professional shall have access to photocopying and computer equipment in each school.

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. If an employee suspects that there is mold or another irritant in a building or classroom, the employee must file a complaint with their immediate supervisor. Management will make an immediate determination if teaching and other activities should be suspended in a building or classroom. The immediate supervisor will report the complaint and a prompt and reasonable investigation shall be conducted.

Once an investigation is completed, management shall inform the employee and Union of the findings. Management shall promptly follow OSHA's standards.

12. Educational professionals shall have adequate access to the office phone or teachers' lounges. All electronic devices, including, but not limited to, cell phones, electronic watches or other ringing devices must be on silence/vibrate during instructional time.
13. 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.
14. 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.

15. 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.
16. There may be separate lavatory facilities for adult and separate male and female facilities where possible. There may be unisex single stall lavatory facilities for adults. Multiple stall lavatory facilities shall be designated for male or female use only. Separate facilities will be provided in all new construction.
17. At no time shall more than one class be concurrently scheduled in any one classroom. Each classroom shall be completely self-contained, and shall be of a size in keeping with the established standards.
18. By mutual consent, the Parties agree that a Leadership Team including, but not limited to, at least three (3) representatives of the Department and at least three (3) representatives of the Teachers' Unions selected by their respective presidents will be organized for the purpose of addressing the conditions of school sites in order:
- a) to identify the most urgent infrastructure and equipment needs of the school system;
 - b) to identify the long range need for infrastructure facilities and equipment;
 - c) to formulate a plan to accomplish construction and/or rehabilitation of existing or additional infrastructure facilities;
 - d) to formulate a capital budget plan for the achievement of these objectives.
- This Leadership Team shall mutually agree on meeting dates and shall submit an overall plan embodying the above objectives not later than six

(6) months following the first meeting of the Leadership Team. The submission shall be to the Commissioner of Education who shall submit the plan(s) to the Governor and the Legislature appending his/her own comments at his/her option.

19. The Department agrees to provide extermination services and Mold prevention at a minimum of once a year and in emergency situations.
20. The Department shall make every effort to ensure that all educational professionals receive their pay checks on Government pay days.
21. The funds and personnel for physical education shall be distributed to school districts, according to their needs.
22. The Department will provide all schools with appropriate security protection.
23. If coaches, chorus directors and publication directors 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.
24. The Department of Education agrees to make available in each school adequate computers, copiers, printers and other office and library supplies.

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.
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. Education 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 Education 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 Chairman and subject specialist shall be permitted to attend at least one professional conference during the school year pertaining to his subject area, subject to the availability of funds. Application for this purpose stating the nature, time and place of the conference shall be submitted to the District 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.
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 to the Superintendent or Designee. Any teacher acting in the capacity of a temporary administrator for more than one (1) full school days shall be compensated as an administrator commencing the first full day of such service and each

subsequent full day. 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. The Department agrees to maintain the summer school program subject to the availability of funds.
2. Vacancies for Summer teaching position, shall be posted within one (1) month and/or at least one (1) week after the Department receives notice of availability of funds. Provided notice of funding is received, and within a reasonable time thereafter, each applicant shall receive notice of the following:
 - a. the receipt of his/her application;
 - b. the status of his/her application; and
 - c. if the application is not accepted, it shall be so stated.
3. 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 members appointed by the Union and members 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 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 per semester 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 Administrator. 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.
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. Educational Professionals 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/her judgment such transfer is in the best interest of the Department.

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. Enrollment changes causing an increase or reduction of teaching positions may be one of the conditions.

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.
3. Teachers must renew their transfer request not later than April 30th of each year in order to maintain their seniority by date of original application. A list of applicants for assignments to a particular school shall be kept by the Department. Applicants shall be ranked according to date of application. When a vacancy occurs, the name at the top of the list shall be sent to the appropriate school for the vacant position.
4. A teacher transferred because of decreased pupil enrollment shall have the right to return to his original school in the reverse order from which he was transferred out, provided a request for such transfer is made within one (1) year from the date he was transferred.
5. If a teacher is in a school to which he was involuntarily transferred, length of service in the System shall be the sum of his service in the present school and the length of service in the school from which he was transferred.
6. All requests for transfers on the grounds of hardship shall be considered by the Employer. It is recognized that the final decision regarding a request for a transfer shall rest with the Employer.

L. SPECIAL PROVISIONS FOR NURSES

1. School nurses who are authorized to use their privately owned vehicle for home visitation shall be required to have a valid V.I. driver's license and shall receive such allowance per mile as provided by law.

2. Nurses employed by the Department shall be required to have a valid V.I. nursing license.
3. The Department is prepared to meet and confer with duly appointed Union Representatives of the school nurses on any matter affecting school nursing policy.
4. Registered nurses in the Virgin Islands Educational System will be placed on the B.A., MA or Ph.D. pay schedule. Returning nurses to the Department of Education shall receive credit for years of experience for not more than fifteen (15) years in another nursing capacity added to his/her Virgin Islands work experience as a basis for determining their placement on the salary schedule. Newly hired registered nurses to the school system, shall receive credit for not more than then (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 VIC, 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. The school nurse, after working at least two (2) or more full calendar days in a designated shelter as an essential employee, shall receive one full calendar day off. These days shall be as rest, without loss of pay, annual, sick or personal leave before returning to his/her regular assigned place of employment. A calendar day is defined as a twenty-four (24) hour period from the time of reporting to the end of the work scheduled.
6. 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.

7. 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.
8. Nurses shall be provided with adequate equipment and supplies according to established standards. Necessary supplies will be provided to the school nurses as required during the course of the school year.
9. The school nurse carries out appraisal activities to assess the health status of students and discover their health needs and problems.
10. The school nurse counsels students and their parents to secure needed medical, dental and other treatment, and makes referrals to proper agencies.
11. The school nurse assists teachers in adapting the school program to meet the individual needs of all students.
12. The school nurse serves as a consultant and resource person for the total health education program.
13. The school nurse serves as liaison between the school and general health and welfare agencies and the medical profession.
14. The school nurse protects students' health by attention to environment 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.
15. The school nurse serves as a team member in identifying, evaluating and providing for disabled or special needs children.
16. The school nurse cooperates in community health planning.

17. Nurses' allowance for first aid supplies will be dependent on the needs of the school.
18. Nurses shall be allowed to requisition health education materials such as filmstrips, posters, booklets, periodicals and magazines.
19. School nurses shall have a duty-free lunch period consisting of one (1) hour.
20. After three (3) years of service, the school nurse may be granted leave without pay for study.
21. The school nurse returning from authorized leave shall have the right to return to the position she occupied before leave was granted.
22. 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 scheduled will be determined by and commence on the date verification is received. Such verification will be sent to the employee in writing.
23. School nurses shall be permitted to meet at least five (5) times during the school year. These meetings shall be with a nurse representative coordinator or specially designated health or education official.
24. School nurses shall not be arbitrarily removed from the Department of Education to relieve personnel shortages in any government agency.
25. The school nurse's office shall be provided with a separate telephone line as well as a locked cabinet. In the event that the usual system of communication is down, VIDE will make available adequate workspace and necessary equipment and supplies for all nurses assigned to their schools to enable communication with students and parents and to document care given.
26. The school nurse office shall be considered a specialty area that shall be cleaned and mopped on a daily basis.

27. Nurses shall be permitted to attend off-island work related conferences (i.e. National Association of School Nurses). The Department will pay, subject to the availability of funds.
28. Newly hired school nurses shall report with new teachers at the start of the new school year for orientation.
29. In times of declared emergency, school nurses, if assigned to work as essential employees, shall report to assigned areas:
 - 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 a meal at any mealtime that the school nurse is on duty. A meal allowance will be provided for any meal that the school nurse is not provided while 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. Psychologists, social workers, diagnosticians, and other therapists shall be permitted to attend staff development workshops, conferences, and other continuing education courses regularly. These opportunities may be local, virtual or off island. To ensure that all professional referenced above benefit from these opportunities, management will give preference to those who have not attended at least one time in the last three (3) years. Depending on the availability of funds, management may host or cover the cost of continuing education courses. Management may grant administrative leave during the school year to attend these continuing education courses.
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, all relevant federal laws and regulations, other local rules and regulations and Departmental requirements exist by the end of the school year, the Department may meet its contingency by assigning staff as follows:

 - 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 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:

<u>Student Population</u>	<u>Staff (Including Registrar)</u>
Below 749	1
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 up their self-esteem.
3. The Parties agree that all teachers shall comply with relevant provisions of local and federal laws and regulations.
4. With a satisfactory or better rating, a teacher may advance on the pay schedule based on additional years of experience, effective September 1, 2020.

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 with, 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 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 education 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.
 - A. 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.

B. If the Presidents are not full-time employees of the union they shall be relieved of the last two periods of each school day to conduct Union business. In the event of an emergency, or scheduled hearing, whereby Presidents are unavailable, the next available ranking officer (i.e. Vice President, 2nd Vice President) shall be relieved to conduct such Union business. Internal Union matters shall only be conducted during non-school hours.

B. INFORMATION TO THE UNION

1. The Department shall make available any information, statistics, records, teacher work schedules, teacher salaries and budget requests needed for the implementation of this contract and 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 the 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 provided by Management on a CD-ROM and distributed by the Union to each member of the bargaining unit and will be posted on the Department of Education Website. If the parties agree to provide a printed booklet, the cost shall be shared equally between the parties.

6. The Building Representative shall have the right to utilize bulletin board space in the schools, and teacher 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.
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(s) 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 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. Any member of the bargaining unit shall be free not to join the Union; provided, however, that non-members, may 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 Education Professionals bargaining unit(s) with an agency fee/membership application.

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 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 has been granted pursuant to prior request, an employee must, call in at least one (1) hour prior to the beginning of the workday to inform his/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.
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 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 Education Professional. Education Professionals terminating their employment shall be required to repay from monies due them any amount for unearned sick leave.
8. Each Education Professional with the System shall be notified annually of their sick leave accumulation.
9. Sick time taken by a teacher on an approved family and medical leave, or an approved maternity leave, shall not negatively affect an employee's attendance rating.

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. Teachers shall be paid for unused personal leave no later than beginning of the next 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.
 - d. Personal leave shall be deducted based on actual time used. Personal leave bank will consist of 40 hours. A personal leave day consists of 8 hours.
- 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 a teacher 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 teacher 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.
- 4. A request for maternity leave by a teacher 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.
- 5. After the delivery of the baby, or termination of the pregnancy for other reasons, the education professional may return to the 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.
- 6. The education 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.

7. 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.
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 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.

E. BEREAVEMENT LEAVE

The Commissioner of Education or her designee may authorize bereavement leave up to four (4) days for death in a 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 son, daughter, spouse, parents, grandparents, sisters and brothers, grandchildren, stepchildren, stepfather, stepmother, stepsiblings, mother-in-laws, father-in-laws, and brother and sister-in-laws.

F. OTHER LEAVES

- 1. All employees covered by the Professional Section of this CBA 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 the Professional Section of this CBA 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.

ARTICLE VII
OBSERVATION, RATINGS, FILES AND
EVALUATION OF TEACHERS

1. All Education 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.

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 (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 and evaluation 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. Department Chairperson along with the teacher and school principal shall be responsible for the procurement, inventory, and storage of supplies, materials, equipment and textbooks for all classes.

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 education professional seeks an exemption from the dress code, for good and compelling reasons, the education 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.

ARTICLE IX
SCHOOL CALENDAR

1. The school calendar will be consistent with Title 17, Chapter 7, Section 61a of the Virgin Islands Code. Professional development days (exclusive of AFT Mini QuEST) shall be included in the school calendar. 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.
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/her 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 effective during the life of this Contract, all provisions affected thereby shall be renegotiated.
6. There shall be an annual in-service conference (TEACH) of the AFT Locals. The Department of Education agrees to support this venture.

ARTICLE X
ADMINISTRATIVE AND GENERAL

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. Teachers 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 agrees that upon written request by any 10-month educational professional 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.
5. 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 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.
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.

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. The Department and the Union agree to encourage all employee to engage in professional development activities. The Department will disseminate information pertaining to such opportunities, as they become available, via the list serve method.
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 upon approval by the Administrator or Designee may be granted access to medical information as deemed necessary, regarding his/her students and any existing disability will be noted on the list. Release of such medical information, shall be subject to confidentiality restrictions pursuant to applicable federal and local confidentiality laws and regulations.

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.
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.
15. The Department of Education shall furnish curriculum guidelines for each teacher. The curriculum and textbooks shall be uniform and sequentially developed from grade-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.

D. SPECIAL PROVISIONS

SPECIALISTS

1. School based 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.
2. 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.

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 achieves 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.

LIBRARIANS/LIBRARY MEDIA SPECIALISTS

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 Virgin Islands Code, [VIC, T.3, CH.96 (a) (121)], the Department of Education shall administer, operate and promote all Department libraries in accordance with standard adopted by the American Library Association, as most recently revised. 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.

AUDIO VISUAL EDUCATION

1. In all elementary and secondary schools with facilities of 50 or more teachers, the full-time position of Audio-Visual Specialist shall regularly consult with faculty members to assist their teaching by providing audio-visual materials and equipment needed in their teaching.

DRIVER 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.

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 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.
4. Changing facilities and showers shall be provided in all new construction of secondary schools which are beyond elementary schools, 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.

CAREER/TECHNICAL EDUCATION and FAMILY and CONSUMER SCIENCE

1. Career/Technical and Family and Consumer Science 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 Career/Technical and Family and Consumer Science laboratories.
3. Career/Technical 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 career/technical education programs are modified, this provision shall be re-negotiated.
4. All Career/Technical 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 career technical education programs to meet the needs of each district and the community, subject to the availability of funds.

E. DISCIPLINE

1. The Department of Education will adhere to the Virgin Islands Disciplinary Policy as provided by the Board of Education.
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.

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.

H. SPECIAL EDUCATION AND EDUCATIONAL DIAGNOSTIC CENTER

1. The Department shall provide transportation for Educational Diagnostic Center staff members to various schools and diagnostic sites.
2. Under the guidance of the teacher, Special Education Students shall be assigned a paraprofessional in accordance with the students' Individualized Education Plan (IEP).
3. A substitute teacher that meets the V.I. Board of Education requirements shall be assigned to the special education class in the absence of the teacher and a paraprofessional shall be assigned to a special education class in the absence of the regularly assigned full time paraprofessional.

4. Special Education teachers shall be included in bilingual in-service training.
5. The Department shall provide specialized in-service training for school nurses, special area teachers, paraprofessionals and any person assigned to assist, care for students mainstreamed in regular and special area classrooms. Workshops will include issues affecting special education needs.
6. The Department and the Union agree that the class sizes for Special Education are as follows, and in accordance with federal and state guidelines. These class sizes are subject to change as the need arises.

SUPPLEMENTAL INSTRUCTIONAL SERVICES

- A) Supplemental Instruction 1
Class size/staffing ratio: 20:1

MODIFIED INSTRUCTIONAL SERVICES

- A) Modified Instructional 1 = EH
Class size/staffing ratio: 15:1:1
- B) Modified Instructional 11 = ED
Category: Special Need Behavioral Needs
Class size/staffing ratio: 8:1:1
- C) Modified Instructional 111 = HI
Category: Basic Hearing
Class size/staffing ratio: 8:1:1
- 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

CONTINUUM OF SERVICES

General Ed with Related Services

Occupational Therapist
 Speech/Language Therapist
 Physical Therapist
 Sign Language Interpreter
 Vision Specialist
 School Psychologist

*Total divided amongst service providers

General ED with Resource Support

Resource

Class size/staffing ratio 20:1

General Ed with Extended Resource Support

Resource

Class size/staffing ratio 20:1

Special class

A. Emotional disturbance

Class size/staffing ratio 8:1:1

B. Intellectual Disability

a. Mild/Moderate

Class size/staffing ratio 15:1:1
b. Severe/Profound
Class size/staffing ratio 8:1:1

C. Autism

Class size/staffing ratio 8:1:1

D. Therapeutic Kindergarten

Class size/staffing ratio 10:1:1

Home/Hospital Instruction

Hospital Instruction:

A. Severe medical/Health conditions

Class size/staffing ratio 8:1:2

Home Instructions:

A. Physical, Medical Need

Class size/staffing ratio 1:1

B. Intensive management needs

Class size/staffing ratio 1:1

Residential

Class size/staffing ratio 8:1

Correctional facility/YRC

Class size/staffing ratio 10:1

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.

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.
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. A paraprofessional will be assigned to the academic department(s) to assist teachers to set up labs in the preparation for scheduled classes as needed.
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 academic performance of all students in both districts. To facilitate this need, regular in-service training for all teachers will be provided. Where additional

college work is necessary, the teachers in need of such work shall be encouraged to pursue training and the Department shall finance subject to available local and/or federal funding. 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.

ARTICLE XI
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 work collaboratively in the decision-making process for the purpose of improving learning outcomes.

II. GOVERNANCE

An AFT Representative shall be included in all collaborative education improvement programs.

ARTICLE XII
SALARY AND FRINGE BENEFITS

A. SALARY

The parties agree to three-year agreement and the attached wage schedule for the school year September 1, 2020 through August 31, 2023 (as more fully set forth in the Tentative Wage Agreement, which is attached hereto and made in part hereof Appendix A).*

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 received 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 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 \$500 for each nine (9) semester hours or equivalent provided that such benefit shall be limited to four (4) payments per teacher. After thirty (30) days, placement on salary schedule will be determined by and commence on date verification is received. Teachers will receive written verification.
3. The Department will reimburse teachers in an amount not to exceed a total of \$500.00 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 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 a 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 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 of 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 into 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.** Based upon availability of funds, and with approval of Principal prior to purchasing, teacher may receive funds and/or reimbursement up to two hundred and fifty dollars (\$250.00) for classroom supplies upon the submission of receipts.
- 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.
- 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.

ARTICLE XIII
SENIORITY AND REDUCTION IN FORCE

1. **Seniority** is defined as an employee's length of continuous service in the Department of Education as a professional staff covered by this CBA.
2. **Probationary, Part-time and Temporary Employees**
 - a) A part-time employee is an employee who works less than twenty (20) hours per week.
 - b) A temporary employee is an employee who is employed to fill a temporary vacancy caused by disability or excused absence of a permanent employee, or who is employed on a specific project for a designated period of time.
 - c) Part time and temporary employees shall not accrue seniority.
 - d) All persons hired to teach shall be deemed probationary employees during the first three (3) consecutive school years of employment and until they have attained teacher certification status in according with the Virgin Islands Code Title 17, Section 121 (j). Employees shall accrue no seniority rights during the probationary period provided, however that seniority shall accrue retroactively to the first date of employment upon the successful completion of the probationary period. During the probationary period, an employee may be discharged with or without cause.

All non-teaching professionals shall be deemed probationary during the first school year of employment.

3. Reduction in Work Force

In the event of a reduction in force for economic reasons, the following will apply:

- 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 to 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) calendar 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 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.

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.

ARTICLE XV
DURATION

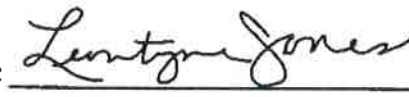
1. This Agreement shall become effective on 12:01 a.m. of the first day of September 1, 2020 and shall expire on midnight of August 31, 2023. Provided, however that no provisions of this Agreement shall be given retroactive effect except those provided for in this Agreement.
2. This Agreement shall have 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 1, 2023. 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 15, 2023. Negotiations for subsequent or successor contracts shall commence by May 31, 2023.

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,
DEPARTMENT OF EDUCATION

AMERICAN FEDERATION OF TEACHERS

BY: 
JOSS N. SPRINGETTE, ESQ.
CHIEF NEGOTIATOR

BY: 
LEONTYNE JONES
CHIEF NEGOTIATOR
PRESIDENT, LOCAL 1825


DATED: March 22, 2022

DATED: 3-21-22

BY: 
ROSA SOTO-THOMAS
ASSISTANT CHIEF NEGOTIATOR
PRESIDENT, LOCAL 1826

DATED: 3.21.22

APPROVED:

BY: 
HONORABLE ALBERT BRYAN, JR
GOVERNOR
UNITED STATES VIRGIN ISLANDS

DATED: 4/27/22

**GOVERNMENT OF THE VIRGIN ISLANDS, DEPARTMENT OF EDUCATION and the
AMERICAN FEDERATION OF TEACHERS, LOCALS 1825 AND 1826**

TENTATIVE WAGE AGREEMENT

PROFESSIONALS, PARAPROFESSIONALS AND SUPPORT STAFF

1. The Government of the Virgin Islands ("GVI") and the American Federation of Teachers ("AFT") Locals 1825 and 1826 (herein after collectively referred to as the "Parties") tentatively agree to the following wage agreement for the term of the Successor Collective Bargaining Agreement ("CBA") or "Successor Agreement").
2. The Parties' Successor Agreement for Professionals, Paraprofessionals and Support Staff shall have a three (3) year term commencing on September 1, 2020, retroactively, and terminating on August 31, 2023.
3. The Parties agree to the attached salary schedules for School Years 2020-2021, 2021-2022 and 2022-2023.
4. The salary increases for school years 2020-2021 and 2021-2022 shall be implemented effective September 1 of each year of the CBA retroactively. The salary increases for school years 2022-2023 shall be implemented effective September 1, 2022.
5. The Parties agree that the Successor Agreement between the Government of the Virgin Islands and the AFT, Locals 1825 and 1826 shall be comprised of mutually agreed wage proposals and terms of the CBA dated September 1, 2018, through August 31, 2020, which is being extended on a month-to-month basis, and language agreed to during negotiations which commenced on March 22, 2021 and continued through January 20, 2022.
6. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Professionals with a bachelor's degree (ET05) shall reflect a minimum starting salary of \$45,320.00 at Step 0 and a maximum salary of \$76,064.47 at Step 30.
7. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Professionals with a master's degree (ET06) shall reflect a minimum starting salary of \$47,380.00 at Step 0 and a maximum salary of \$77,400.38 at Step 30.
8. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Professionals with an Educational Specialist Degree (ET07) shall reflect a minimum starting salary of \$48,925.00 at Step 0 and a maximum salary of \$78,376.82 at Step 30.
9. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Professionals with a PhD(ET08) shall

reflect a minimum starting salary of \$49,440.00 at Step 0 and a maximum salary of \$79,559.26 at Step 30.

10. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Paraprofessionals shall reflect a minimum starting salary of \$30,900.00 at Step 0 and a maximum salary of \$44,195.24 at Step 30.
11. **Effective Year (1)** of the Successor Agreement, September 1, 2020, through August 31, 2021, (retroactively) the salary schedule for Support Staff shall reflect a minimum starting salary at EC05 of \$27,851.20 at Step 0 and a maximum salary of \$70,400.50 at EC28, Step 8.
12. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Professionals with a bachelor's degree (ET05) shall reflect a minimum starting salary of \$46,679.60 at Step 0 and a maximum salary of \$78,346.40 at Step 30.
13. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Professionals with a master's degree (ET06) shall reflect a minimum starting salary of \$48,801.40 at Step 0 and a maximum salary of \$79,772.39 at Step 30.
14. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Professionals with an Educational Specialist (ET07) shall reflect a minimum starting salary of \$50,392.75 at Step 0 and a maximum salary of \$80,728.12 at Step 30.
15. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Professionals with a PhD (ET08) shall reflect a minimum starting salary of \$50,923.20 at Step 0 and a maximum salary of \$81,946.04 at Step 30.
16. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Paraprofessionals shall reflect a minimum starting salary of \$31,827.00 at Step 0 and a maximum salary of \$45,521.10 at Step 30.
17. **Effective Year (2)** of the Successor Agreement, September 1, 2021, through August 31, 2022, (retroactively) the salary schedule for Support Staff shall reflect a minimum starting salary at EC05 of \$28,686.74 at Step 0 and a maximum salary of \$72,512.52.
18. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Professionals with a bachelor's degree (ET05) shall reflect a minimum starting salary of \$49,013.58 at Step 0 and a maximum salary of \$82,263.72 at Step 30.

19. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Professionals with a master's degree (ET06) shall reflect a minimum starting salary of \$51,241.47 at Step 0 and a maximum salary of \$83,708.51 at Step 30.
20. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Professionals with an Educational Specialist Degree (ET07) shall reflect a minimum starting salary of \$52,912.39 at Step 0 and a maximum salary of \$84,764.53 at Step 30.
21. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Professionals with a PhD (ET08) shall reflect a minimum starting salary of \$53,469.36 at Step 0 and a maximum salary of \$86,043.34 at Step 30.
22. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Paraprofessionals shall reflect a minimum starting salary of \$33,418.35 at Step 0 and a maximum salary of \$47,797.15 at Step 30.
23. **Effective Year (3)** of the Successor Agreement, September 1, 2022, through August 31, 2023, the salary schedule for Support Staff shall reflect a minimum starting salary at EC05 of \$30,121.07 at Step 0, and a maximum salary of \$76,138.14 at EC28, step 28.
24. Employees in each bargaining unit will move one (1) step each year on the respective negotiated salary schedule associated with the Successor Collective Bargaining Agreement.

American Federation of Teachers, Locals 1825 and 1826
Tentative Wage Agreement
Professionals, Paraprofessionals and Support Staff
Page 4

This Agreement shall be ratified by members of the AFT Locals 1825 and 1826 and approved by the Governor of the Virgin Islands


Tentatively agreed to by:

Government of the Virgin Islands

By: 
Joss Springette, Esq.
Chief Negotiator
Office of Collective Bargaining

Date: February 16, 2022

American Federation of Teachers

By: 
Leontyne Jones, President Local 1825
Chief Negotiator

Date: 2-9-22

By: 
Rosa Soto Thomas, AFT Local 1826
Assistant Chief Negotiator

Date: Feb. 9, 2022

Approved:


Honorable Albert Bryan, Jr.
Governor of the Virgin Islands

Date: 2-25-22

AFT - WAGE PAYPLAN
PROFESSIONALS

Professionals

YEAR 1 3%


Current


	ET05	ET06	ET07	ET08		ET05	ET06	ET07	ET08
0	44,000.00	46,000.00	47,500.00	48,000.00	0	45,320.00	47,380.00	48,925.00	49,440.00
1	44,000.00	46,000.00	47,500.00	48,240.00	1	45,364.00	47,472.00	49,067.50	49,687.20
2	44,000.00	46,000.00	47,500.00	48,361.00	2	45,408.00	47,518.00	49,115.00	49,811.83
3	44,000.00	46,000.00	47,500.00	48,482.00	3	45,452.00	47,564.00	49,162.50	49,936.46
4	44,000.00	46,000.00	47,500.00	48,603.00	4	45,496.00	47,610.00	49,210.00	50,061.09
5	44,000.00	46,000.00	47,500.00	48,724.00	5	45,540.00	47,656.00	49,257.50	50,185.72
6	44,220.00	46,460.00	47,975.00	48,968.00	6	45,546.60	47,853.80	49,414.25	50,437.04
7	45,104.00	47,320.00	48,935.00	49,947.00	7	46,457.12	48,739.60	50,403.05	51,445.41
8	45,894.00	48,029.00	49,815.00	50,946.00	8	47,270.82	49,469.87	51,309.45	52,474.38
9	46,812.00	48,990.00	50,812.00	51,863.00	9	48,216.36	50,459.70	52,336.36	53,418.89
10	47,748.00	49,847.00	51,904.00	52,771.00	10	49,180.44	51,342.41	53,461.12	54,354.13
11	48,583.00	50,844.00	52,890.00	53,694.00	11	50,040.49	52,369.32	54,476.70	55,304.82
12	49,434.00	51,607.00	53,948.00	54,768.00	12	50,917.02	53,155.21	55,566.44	56,411.04
13	50,521.00	52,742.00	55,108.00	55,864.00	13	52,036.63	54,324.26	56,761.24	57,539.92
14	51,532.00	53,797.00	56,183.00	56,841.00	14	53,077.96	55,410.91	57,868.49	58,546.23
15	52,562.00	54,873.00	57,362.00	57,836.00	15	54,138.86	56,519.19	59,082.86	59,571.08
16	53,613.00	55,970.00	58,596.00	59,282.00	16	55,221.39	57,649.10	60,353.88	61,060.46
17	54,686.00	57,006.00	59,592.00	60,171.00	17	56,326.58	58,716.18	61,379.76	61,976.13
18	55,779.00	58,146.00	60,784.00	61,224.00	18	57,452.37	59,890.38	62,607.52	63,060.72
19	56,895.00	59,629.00	62,303.00	62,755.00	19	58,601.85	61,417.87	64,172.09	64,637.65
20	57,891.00	60,821.00	63,425.00	63,947.00	20	59,627.73	62,645.63	65,327.75	65,865.41
21	58,759.00	62,372.00	64,535.00	65,546.00	21	60,521.77	64,243.16	66,471.05	67,512.38
22	60,816.00	63,776.00	66,277.00	66,365.00	22	62,640.48	65,689.28	68,265.31	68,355.95
23	61,819.00	65,019.00	67,768.00	67,858.00	23	63,673.57	66,969.57	69,801.04	69,893.74
24	63,797.00	66,417.00	68,954.00	69,215.00	24	65,710.91	68,409.51	71,022.62	71,291.45
25	65,201.00	68,343.00	70,850.00	70,946.00	25	67,157.03	70,393.29	72,975.50	73,074.38
26	67,222.00	69,437.00	71,913.00	73,074.00	26	69,238.66	71,520.11	74,070.39	75,266.22
27	70,382.00	70,999.00	72,992.00	74,170.00	27	72,493.46	73,128.97	75,181.76	76,395.10
28	71,895.00	73,484.00	74,780.00	76,210.00	28	74,051.85	75,688.52	77,023.40	78,496.30
29	72,901.00	74,586.00	75,528.00	76,781.00	29	75,088.03	76,823.58	77,793.84	79,084.43
30	73,849.00	75,146.00	76,094.00	77,242.00	30	76,064.47	77,400.38	78,376.82	79,559.26

AFT - WAGE PAYPLAN
PROFESSIONALS


YEAR 2	3%				5%			
	E105	E106	E107	E108	E106	E107	E108	E108
0	46,679.60	48,801.40	50,392.75	50,923.20	49,013.58	51,241.47	52,912.39	53,469.36
1	46,724.92	48,896.16	50,539.53	51,177.82	49,061.17	51,340.97	53,066.50	53,736.71
2	46,770.24	48,943.54	50,588.45	51,306.18	49,108.75	51,390.72	53,117.87	53,871.49
3	46,815.56	48,990.92	50,637.38	51,434.55	49,156.34	51,440.47	53,169.24	54,006.28
4	46,860.88	49,038.30	50,686.30	51,562.92	49,203.92	51,490.22	53,220.62	54,141.07
5	46,906.20	49,085.68	50,735.23	51,691.29	49,251.51	51,539.96	53,271.99	54,275.86
6	46,951.52	49,133.06	50,784.15	51,819.66	49,299.10	51,588.44	53,323.47	54,410.75
7	47,000.00	49,181.44	50,833.07	51,948.03	49,346.69	51,636.92	53,375.95	54,545.64
8	47,048.48	49,229.82	50,881.99	52,076.41	49,394.17	51,685.40	53,428.47	54,680.53
9	47,096.96	49,278.20	50,930.91	52,204.79	49,441.65	51,733.88	53,480.99	54,815.42
10	47,145.44	49,326.58	50,979.83	52,333.17	49,489.13	51,782.36	53,533.51	54,950.31
11	47,193.92	49,375.00	51,028.75	52,461.55	49,536.61	51,830.84	53,586.03	55,085.20
12	47,242.40	49,423.42	51,077.67	52,589.93	49,584.09	51,879.32	53,638.55	55,220.09
13	47,290.88	49,471.84	51,126.59	52,718.31	49,631.57	51,927.80	53,691.07	55,354.98
14	47,339.36	49,520.26	51,175.51	52,846.69	49,679.05	51,976.28	53,743.59	55,489.87
15	47,387.84	49,568.68	51,224.43	52,975.07	49,726.53	52,024.76	53,796.11	55,624.76
16	47,436.32	49,617.10	51,273.35	53,103.45	49,774.01	52,073.24	53,848.63	55,759.65
17	47,484.80	49,665.52	51,322.27	53,231.83	49,821.49	52,121.72	53,901.15	55,894.54
18	47,533.28	49,713.94	51,371.19	53,360.21	49,868.97	52,170.20	53,953.67	56,029.43
19	47,581.76	49,762.36	51,420.11	53,488.59	49,916.45	52,218.68	54,006.19	56,164.32
20	47,630.24	49,810.78	51,469.03	53,616.97	49,963.93	52,267.16	54,058.71	56,299.21
21	47,678.72	49,859.20	51,517.95	53,745.35	50,011.41	52,315.64	54,111.23	56,434.10
22	47,727.20	49,907.62	51,566.87	53,873.73	50,058.89	52,364.12	54,163.75	56,568.99
23	47,775.68	49,956.04	51,615.79	54,002.11	50,106.37	52,412.60	54,216.27	56,703.88
24	47,824.16	50,004.46	51,664.71	54,130.49	50,153.85	52,461.08	54,268.79	56,838.77
25	47,872.64	50,052.88	51,713.63	54,258.87	50,201.33	52,509.56	54,321.31	56,973.66
26	47,921.12	50,101.30	51,762.55	54,387.25	50,248.81	52,558.04	54,373.83	57,108.55
27	47,969.60	50,149.72	51,811.47	54,515.63	50,296.29	52,606.52	54,426.35	57,243.44
28	48,018.08	50,198.14	51,860.39	54,644.01	50,343.77	52,655.00	54,478.87	57,378.33
29	48,066.56	50,246.56	51,909.31	54,772.39	50,391.25	52,703.48	54,531.39	57,513.22
30	48,115.04	50,295.00	51,958.23	54,900.77	50,438.73	52,751.96	54,583.91	57,648.11

AFT - WAGE PAYPLAN
PROFESSIONALS


Joss Springette, Esq.
Chief Negotiator
February 10, 2022
Date


Leontyne Jones, President Local 1825
Chief Negotiator
2-9-22
Date


Rosa Soto Thomas, AFT Local 1826
Assistant Chief Negotiator
Feb 9, 2022
Date


Honorable Albert Bryan, Jr.
Governor of the Virgin Islands
2-25-22
Date

APPENDIX B

AMERICAN FEDERATION OF TEACHERS (AFT), LOCAL 1825 and 1826

Special Schedule-Coaching

Effective September 1, 2020 – August 30, 2023

VARSITY

Tackle Football Head Coach	4,412.63
Assistant Head Coach	3,309.47
Assistant Coach	2,757.89
Basketball Coach	3,309.47
Assistant Coach	2,206.31
Volleyball Coach	2,757.89
Assistant Coach	2,206.31
Baseball Coach	2,757.89
Assistant Coach	2,206.31
Softball Coach (Girls)	2,757.89
Assistant Coach	2,206.31
Track & Field Coach	2,757.89
Assistant Coach	2,206.31
Cross Country Coach	2,757.89
Tennis Coach	2,757.89
Soccer Coach	2,757.89
Assistant Coach	2,206.31
Cheerleader Coach	2,757.89
Golf Coach	2,757.89
Dance Coach	2,757.89
Intramural Sport Coordinator	2,978.52

JUNIOR VARSITY

Flag Football Coach	2,868.21
Assistant Head Coach	1,544.42
Basketball Coach	2,868.21
Assistant Coach	1,654.73
Volleyball Coach	2,537.26
Assistant Coach	1,654.73
Baseball Coach	2,537.26
Assistant Coach	1,654.73
Softball Coach (Girls)	2,537.26
Assistant Coach	1,654.73
Track & Field Coach	2,537.26
Assistant Coach	1,654.73
Cross Country Coach	2,537.26
Tennis Coach	2,537.26
Soccer Coach	2,537.26
Assistant Coach	1,654.73
Cheerleader Coach	1,654.73
Intramural Sport Coordinator	1,853.30

ELEMENTARY

Track & Field Coach		2,426.94
Volleyball Coach		2,426.94
Basketball Coach		2,426.94
Cross Country Coach		2,426.94
All Other Coaches		2,426.94
Cheerleader Coach		1,103.16

MUSIC

Band Director		
Senior High		3,309.47
Junior High		2,647.58
Elementary		1,985.68
Chorus		
Senior High		2,206.31
Junior High		1,985.68
Elementary		1,765.05

ACADEMIC SCHEDULE

Group 1		
Guidance Counselor		2,206.31
Academic Coaches:		
Reading, Literary, Math		1,654.73
Paraprofessional (SIE)		1,418.34
Special Ed. Teachers		2,537.26
Specialist (Resource)		2,426.94
Department Chairpersons		2,316.63
Group 2		
Vocational Programs Advisors		1,654.73
Vocational State Chair		1,985.68
Senior High Quiz Bowl Coach		1,103.16
Senior National Honor Society		1,103.16
Assistant Senior Quiz Bowl Coaches		882.53
Advisers: FBLA, FCCLA, VICA		1,103.16

