



**Washington
West
Supervisory
Union**

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**Brigid S. Nease, Superintendent
Michelle Baker, Director of Finance**

**Donarae Dawson, Director of Student Supports
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April 2016

Dear HEA and WWEA Faculty-

You are receiving this information regarding the issuance of your annual work agreement letter because it is required as part of the settlement agreement reached following an arbitration hearing held on 2-1-16 regarding hiring in the WWSU. Please consider the findings noted below:

SETTLEMENT AGREEMENT

The parties, Washington West Supervisory Union (WWSU) and the Washington West Education Association (WWEA) agree to resolve a grievance filed on May 1, 2015, concerning letters of intent as follows:

- 1. Pursuant to the prevailing CBA, letters of intent constitute binding mutual commitments from the employer and the employees.*
- 2. The WWSU shall not include language that limits an employee's right to interview or that an employee must report interviews after letters of intent or contracts have been signed by the employee.*
- 3. The parties acknowledge that the WWSU will notify employees of its expectations concerning enforcement of letters of intent and contracts under this Agreement, the CBA and Vermont law. Those expectations will be notice of the employer's intent if an employee seeks other teaching employment after signing a letter of intent or contract.*
- 4. Nothing in this Agreement shall preclude WWEA and/or Vermont NEA from exercising their rights to enforce the CBA or preclude employees from exercising their full rights under the law.*

*/s/ Jason Stevenson
WWEA President*

Date: 2-1-2016

*/s/ Brigid S. Nease
Superintendent*

Date: 2-1-2016

The reasons that this grievance went to arbitration are two-fold: (1) there seemed to be a belief that letters of intent were not the same as contracts in terms of being binding by teachers. (They are as determined by statute requirements for contracts; see #1 above) and (2) Superintendents in Vermont are experiencing difficulties with some teachers resigning while under contract/letter of intent well beyond the extension period leaving a weak candidate pool for hire and a nearly impossible task of putting together a hiring committee in the summer. This has resulted in starting school with a substitute teacher or possibly not a fully licensed HQT teacher in our classrooms. This has happened in the WWSU more than a few times. This is not OK for students. We need to put students first. They do not get a "do over". Imagine how you

would feel as a parent if your child showed up for class and the school could not find/hire an appropriately licensed world language teacher for French 3 and 4?

The Vermont Superintendents Association has a long standing Code of Ethics. It does not allow a Superintendent to permit interviewing or hiring of a teacher under contract/letter of intent in another district without the expressed permission of the other Superintendent in the other district.

As per this arbitration decision, I have agreed not to include the same language that I did last year indicating that once the contract/letter of intent was signed, and the extension period had ended, that our employees needed to get my permission to interview. Instead I agreed to write this memo, and to clarify in advance what can happen if I receive a resignation letter from an employee under contract/letter of intent.

As per #3 above, please be advised that:

As Superintendent of Schools for the WWSU, I intend to hold all faculty members to the commitment made by signing a binding letter of intent or annual work agreement letter. Title 16, Section 1752 (a) states that a teacher under contract (a letter of intent is the same thing as per the decision above) to teach in a public school who fails, without just cause, to complete the term for which the teacher contracted to teach, shall be disqualified to teach in any public school for the remainder of the school year. Teachers are not just free to resign. The district can file a failure to complete the contract agreement violation with the AOE, and a license suspension can occur for that school year, rendering that teacher unable to be employed.

As #2 says in the settlement agreement, I cannot require you to report to me that you are interviewing elsewhere while under contract in the WWSU. However, as stated above, I can take action against your license if you take another position. I can **encourage** you to notify me if you would like to interview elsewhere to see if we can work something out. Many times we can. At a minimum, I would need to advertise your position immediately and start the 3-week timeline to receive applications, in case of a vacancy, in order to still have enough time to conduct interviews with a full team.

Your CBA has provisions for requesting extensions for not signing a contract. I have advised the building principals to approve the two-week extension when requested. Further extension requests then come directly to me for approval. I may grant another two weeks with the employee's understanding that we will advertise the position. This puts us at the end of May. By June 1, it really is too late to begin the hiring process from scratch.

We try to work these things out whenever possible. That happens best through open, timely communications. Our school board members and administrators feel very strongly that it is essential for all students in our WWSU schools to have highly qualified teachers in their classrooms on the first day of school and throughout the year. I believe that our faculty members share that same belief.

Respectfully submitted,

Brigid Nease
Superintendent