

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

**WALWORTH BARBOUR AMERICAN INTERNATIONAL
SCHOOL IN ISRAEL**

OFFICIAL TEACHERS' AGREEMENT

Effective August 1, 2009

Index of Official Teachers' Agreement June 2009

A.	GENERAL PROVISIONS	4
B.	TEACHERS' WORK COMMITTEE ("VA'AD").....	4
C.	DEFINITIONS.....	5
D.	TEACHERS' WORK LOAD	6
E.	ADDITIONAL DUTIES AND OBLIGATIONS	7
F.	TEACHERS' EMPLOYMENT RIGHTS.....	7
G.	EVALUATION TEACHER PERFORMANCE & EFFECTIVENESS.....	11
H.	BENEFITS FOR ALL FACULTY	14
I.	BENEFITS FOR LOCAL TEACHERS:	17
J.	BENEFITS FOR OVERSEAS FACULTY :.....	18
K.	BENEFITS FOR NON-RESIDENT FACULTY:.....	21
L.	ADDITIONAL EMPLOYMENT BENEFITS FOR TENURED TEACHERS	22
M.	GRIEVANCE PROCEDURE	24

Appendices

Appendix 1	Teachers' Salary Scale
Appendix 2	COLA Mechanism & Calculation
Appendix 3	Long Term Retirement Benefit
Appendix 4	Sabbatical Cycle
Appendix 5	Disability Insurance
Appendix 6	Educational Travel Allowance (ETA)
Appendix 7	Severance Agreement

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

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OFFICIAL TEACHERS' AGREEMENT**

Made and signed in Even Yehuda, Israel, on this 7th day of June, 2009

Between: The Walworth Barbour American International School, Inc., represented by the School Board (hereinafter: the school)

and: The Walworth Barbour American International School Teachers' Association represented by the Teachers' Work Committee (Va'ad) (Hereinafter: the Va'ad)

Whereas: The parties wish to maintain just and fair labor relations;

and whereas: The parties have agreed to base the working conditions in the school within the framework of a special collective agreement, whose terms will apply to all the teachers of the school, and that will replace all prior verbal and/or written agreements and/or understandings between the parties;

and whereas: According to its bylaws and to the Israeli labor law, the WBAIS Teachers Association (hereinafter: the Association) is the exclusive bargaining agent of the teachers (i.e. all personnel on this teacher's contract) of the school, and as such is empowered to represent all the teachers of the school in the negotiations with the School Board and the school's Administration pertaining to the terms and conditions of employment and to sign a collective agreement whose terms will benefit and oblige each and every teacher;

and whereas: The Board of Trustees believes that the global financial crisis has effected the financial viability of the school,

and whereas: The Board of Trustees believes that education of children remains the primary function greatly appreciates the partnership of the teachers, administration, and parents in maintaining the academic excellence of WBAIS and their help in building a sound fiscal future during these times of financial challenge and uncertainty,

and whereas: The Board of Trustees endeavors to keep WBAIS a top tier school in the NESR region in terms of academic excellence, competitive packages for faculty and staff, and sound fiscal policies to sustain the long term future of the school,

and whereas: The parties have agreed to sign a Specific Collective Agreement under Israeli law, which will maintain the concept of parity while stipulating somewhat different benefits in regard to the local teachers and the overseas teachers, due to the substantial differences between these two groups.

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

Therefore, it is hereby agreed between the parties as follows:

A. GENERAL PROVISIONS

1. The Preamble to this Agreement is an integral part thereof.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel.
3. This Agreement includes all amendments thereto approved by the Va'ad and the Board.
4. The Association hereby declares that it is properly constituted under the Association's bylaws and Israeli law and empowered to be the exclusive bargaining agent of the teachers in the school in the negotiations and signing of this Agreement.
5. This Agreement applies to all parties to the Agreement and to all teachers employed by the School on a salaried basis and with respect to their regular teaching duties.
6. This Agreement shall be binding as soon as all parties sign it and shall take effect as of August 1, 2009 until July 31, 2011 and after that date shall continue and remain in full force and effect until the parties enter into a new agreement. All teachers employed prior to August 1, 2000 that terminate employment will be paid an additional month's salary based on their last contract salary. This compensates the employee for their previous August of employment.
 - 6.1. From the time it is signed by all parties until July 31, 2011, this Agreement can be altered, provided the alteration is mutually agreed. As long as there is no such mutually agreed alteration, this Agreement shall continue and remain in full force and effect. If a party to this Agreement wishes to alter the Agreement or negotiate a new agreement, that party must notify the other party, in writing, of his/her intentions, and the new issues and material changes to the contract, not later than November 15th of the year prior to the next contract year.

B. TEACHERS' WORK COMMITTEE ("VA'AD")

7. The Association shall be the exclusive representative of the teachers employed by the School and in this capacity is recognized as the sole negotiating body for all matters contained in this and subsequent Agreements, and for other issues concerning the conditions, compensation, and welfare of the teachers. The duly elected Va'ad which acts on behalf of the Association is responsible for the representation of teachers at the school.
8. Newly hired teachers shall be informed of the Association and offered the opportunity to join, and shall be given a copy of this Agreement on or before hiring.
9. The Va'ad may bring outside advisors to any meeting between the Va'ad and the School. The School may also bring outside advisors to any meeting between the Va'ad and the school.

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

10. The School undertakes to deduct the dues to be paid by teachers to the Association in all cases where the School is furnished a signed authorization by the teacher in question to do so. In such case the dues will be deducted at agreed intervals and issued to the Association accordingly.

C. DEFINITIONS

11. **WORK WEEK:** A work week at the School shall consist of five (5) days from Monday through Friday inclusive, exclusive of the holidays, which shall be fixed after consultation with the Va'ad. No teachers shall be required to hold classes or participate in School activities on Saturdays or Sundays. The School reserves the right to require up to one hundred and eighty-five (185) working days per academic year.

Librarians and Counselors and other non-teaching staff covered under this contract will provide services up to an additional ten days beyond the listed working days of the teachers' contract, with the calendar for those days to be mutually agreed upon between the employee and the administration. These extra workdays will be paid at each employee's daily rate of pay. Other extra workdays, agreed to by mutual consent between the employee and the administration, for curriculum planning, etc., will be paid at a standardized uniform daily rate for all participants. The uniform daily rate is the base of the salary scale at BA1.

12. **SCHOOL DAY:** The normal school day for students shall be 8:10 AM to 3:00 PM. The normal school day for teachers shall be 8:00 AM to 3:30 PM except for Fridays and the eve of holiday (Israeli and American). It is understood that after the students' school day is over at 3:00 PM the faculty will remain on campus until 3:30 PM in order to be available for collegial exchange, program preparation or meetings with parents and/or students. Teachers will not be assigned additional duties or responsibilities during this 40-minute period. Scheduled faculty meetings will begin no later than 3:15 PM.

13. **TEACHING PERIOD:** A teaching period is a period in which the teacher is required to instruct students in the subject or subjects in which he/she has teaching or academic competence. Teaching periods normally require some preparation and after class follow-up.

14. **DUTY PERIOD:** A duty period is time when a teacher is required to supervise students. This time normally requires no preparation or instruction and lasts no longer than forty-five minutes per day.

15. **PREP PERIOD:** A prep period is non-instructional, non-supervisory time. Teachers should have a minimum of one prep period per day.

16. FULL TIME EQUIVALENCY:

- Full time equivalency (FTE) for middle/high school teachers will be 5 teaching blocks in a two-day cycle.

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

- Full time equivalency (FTE) for elementary classroom teachers will be a maximum of 27.5 periods per week (40-50 minutes per period) with a twenty-minute break, a forty-minute duty-free lunch, and a prep period of forty minutes per day.
- Full time equivalency (FTE) for shared staff is calculated by the period/block that the staff member works in the elementary and secondary schools. The two percentages are added together to determine FTE.
- Full time equivalency (FTE) for the elementary specialist faculty will be a maximum of 25 periods per week (40-50 minutes per period; a five minute passing time between periods is desirable) with a twenty-minute break, a forty-minute duty-free lunch, and a prep period of forty minutes per day. It is further recognized that the specialist teacher often works with a student load much higher than the norm and often in several different classrooms, thus time within the 25 periods is allocated for out of classroom preparation, displays, practices for performances and other classroom related tasks. Actual instructional time will be determined by mutual consent of the supervising principal and faculty member to maximize the performance of both student and teacher.

17. **ADMINISTRATION:** The term "Administration" includes the Superintendent, and the Principals and Assistant Principals of the Elementary School, Middle School, and High School.

18. **TENURED TEACHERS:** All teachers who have been granted tenure as detailed herein.

19. **LOCAL TEACHERS:** Teachers who are Israeli citizens or permanent residents.

20. **OVERSEAS TEACHERS:** Teachers who are U.S. citizens and not Israeli citizens and who have not become "new immigrants to Israel," and are typically recruited "overseas."

21. **NON-RESIDENT TEACHERS:** Teachers who are not Israeli citizens or new immigrants and are generally living in or moving to Israel for reasons other than employment at AIS. These teachers typically apply directly to the school rather than being recruited.

D. TEACHERS' WORK LOAD

22. Full-time teachers will be at school from 8:00 a.m. through 3:30 p.m except for Fridays, but will have a lunch period and one other free period per day and an average of one other non-teaching "duty" period per day. Exceptions to these practices may occur, but they will be made only with the agreement of the teacher affected. See item 12 - 16.

23. Part-time teachers will be assigned comparable workloads and duties on a pro rata basis.

E. ADDITIONAL DUTIES AND OBLIGATIONS

24. Teachers may be required to attend sessions scheduled by the Administration for (1) teachers and staff, (2) parents and teachers, (3) teachers' training sessions, etc. Such attendance shall be credited towards the one hundred and eighty-five (185) working days. Part-time employees shall attend all professional development sessions and will be compensated in time off for the hours worked outside of their normal teaching week. That is, if a part-time teacher normally is required to be in school 25 hours and ends up working 28 hours due to a professional development session, 3 hours of comp time will be granted to be used anytime (outside of their teaching duties) with the approval of the principal.
25. Teachers will provide chaperone services for School dances, movies, trips, and other social functions, which may not be connected with teaching activities. The Administration is responsible for assigning such chaperoning on an equal basis to ensure fair share and necessary distribution of tasks.
26. All teachers will be required to give written notification prior to February 1st of their intention to continue or discontinue teaching at the School for the coming year. This notice will be given on a form, which will be supplied by the School no later than January 15th.

F. TEACHERS' EMPLOYMENT RIGHTS

27. All teachers utilizing the School buses will serve as monitors and attendance officers on their respective buses. Teachers may use the buses on a "space available" basis; the School has no obligation to provide bus services to staff.
28. All teachers will have probationary status during their first three years of employment by the School
 - 28.1. The continued employment of teachers completing their first year of service with the School is entirely within the discretion of the Administration.
 - 28.2. The continued employment of teachers completing their second and third years of service with the School is within the discretion of the Administration but shall be based on the results of the evaluation provided for in this Agreement and staffing needs.
 - 28.3. The Administration shall make best efforts to provide written notification to teachers by January 15th if there are doubts about that teacher's continuing status.
 - 28.4. Written notice of re-employment for first, second, and third-year teachers and of tenure recommendation for third year teachers shall be given by April 15th of said year. Said notice shall include the reasons for any negative decision.
 - 28.5. Second and third year teachers will not be dismissed during the course of the year without just cause, and without prior warning where feasible.

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

29. SECURING TENURE

- 29.1. All teachers, part-time as well as full-time, shall be considered eligible for tenured status and all benefits and rights as set forth in this Agreement. When tenure is conferred on a part-time teacher, it is conditional upon the School's right to change in such cases the hours of service from year to year as required. Moreover, a part-time teacher receiving tenure will do so on the condition that should the School require his/her services full-time, the time basis of his/her employment may be changed at the discretion of the Administration. Tenure will be granted as an average of the three or four years that the teacher has worked in the non-tenured cycle.
- 29.2. During their third year of continuous service all probationary teachers will be evaluated in accordance with the provisions herein governing evaluations. (See 36.1.3) On the basis of the evaluation, the Administration may recommend to the Board that the teachers be conferred tenure. A continuous year of service shall include up to a total of three (3) months of authorized leave (as defined in section 43: Authorized Leave). In time of emergency service, a continuous year will include up to a total of four (4) months of military service as authorized leave (see section 44.1.)
- 29.3. The Chairman of the Board shall provide written notification of tenure decisions for third year teachers by May 15th of the said year. Fourth year teachers eligible for tenure will be notified of tenure recommendation by March 15th, and notification of tenure decision for them will take place by April 1st. In all cases where tenure is either not recommended to, or conferred by, the Board, a written explanation of the reasons for this action will be provided. These reasons need not be limited to dissatisfaction with the candidate's performance or capabilities. Enrollment, budget, and curriculum contingencies may be the determining factors in such decisions.
- 29.4. Teachers who are not granted tenure at the end of their third continuous year may be granted the option to continue their employment at the School for one (1) additional year, at the discretion of the Administration.
- 29.5. Teachers who continue employment after three (3) continuous and consecutive years, but without having been granted tenure, shall be provided upon their request with a written evaluation and reconsidered for tenured appointment in their fourth (4th) year of service.
- 29.6. No teacher shall be retained for more than four (4) continuous years unless he is granted tenure.
- 29.7. Any decision not to grant tenure to a teacher may be appealed to the Board by the individual affected by the decision, with the assistance of the Va'ad. The decision of the Board, based on such appeal, will be final, and the grounds for such decision will be stated in writing.

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

30. DEFINITION OF TENURE

- 30.1. The meaning of the term “tenure” shall be limited to the definition provided in this Agreement.
- 30.2. All teachers who have completed three years or more of consecutive employment by the School, as of August 31, 1975, are acknowledged to have tenure, as defined in this Agreement.
- 30.3. Tenured teachers have the following rights:
 - 30.3.1. The right of continuous and uninterrupted employment with the School, except in the case that the following determinations are made by the Administration:
 - 30.3.2. That a teacher has committed an act or course of actions that are insubordinate or in willful neglect of his/her duties.
 - 30.3.3. That a teacher pursues a course of conduct or takes certain actions that are seriously detrimental to the reputation of the School.
 - 30.3.4. That a teacher has become physically or emotionally incapable of carrying out his/her duties at the School. In the case of physical incapability dismissal will take place only if the incapacity is not temporary in nature. However, the opinions of a medical practitioner and the Va'ad will be taken into consideration in reaching such a decision.
 - 30.3.5. That a teacher’s performance and effectiveness no longer satisfy the professional standards of the School. Such decision may be made only after providing the individual in question with a full and fair opportunity to present his/her case to the Board. Any initial determination of this nature shall be made in compliance with the provisions for evaluations set forth herein.
 - 30.3.6. That the course or the number of classes being given by a teacher can no longer be offered due to changes in the School’s enrollment or to an unavoidable decrease in revenues. In all such cases, the Administration shall use its best efforts to reassign teachers to other courses, which they are competent to teach, or to comparable duties that the School requires, without reduction in salary.
- 30.4. The right of continuation of the basic terms of employment such as: amount of time, salary, and work-load, with the following limitations:
 - 30.4.1. A decline in enrollment or other major development which results in a reduction in the number of classes being taught in the individual’s area of competence, and which may necessitate a corresponding reduction in time and salary. Any such determination will be made by the

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

Administration after consultation with the Va'ad and with the teacher or teachers involved.

- 30.4.2. Unavoidable changes in scheduling, within the teacher's contracted FTE, which require a teacher's attendance at School in a different pattern or time sequence than was previously required. Any such determination will be made by the Administration after consultation with the Va'ad and with the teacher or teachers involved, and will not be implemented without at least three (3) months' notice when possible. No scheduling or changes may be made which require a teacher's presence at the School beyond the pro-rated portion of the school day for which he/she is paid.
- 30.5. Should discontinuation or reduction of employment of a tenured teacher take place pursuant to the conditions stated in Sections 30.3.6, 30.4.1 and 30.4.2:
- 30.5.1. The Administration shall offer said teacher the right of first refusal should, within fifteen (15) months of his/her discontinuation of employment, circumstances change to permit the reopening of said position. If the faculty member took severance and chooses to return, the taxes on said severance are the responsibility of the faculty member. Should said teacher choose to return to the School's employment at that time, he/she shall do so without losing any rights or benefits which would have normally accrued to him/her had he/she continued his/her employment without interruption, except insofar as he has already received said benefits. Benefits begin again upon return.
- 30.5.2. Any reduction or discontinuation of employment effected pursuant to said sections shall be made on the basis of seniority. The School has a right to retain two faculty members, regardless of seniority, in order to ensure the smooth operation of the School.
- 30.6. The following procedures will be followed in the case of any determinations made pursuant to the above paragraphs.
- 30.6.1. Upon the request of a tenured teacher whose dismissal is sought or whose conditions of employment are changed pursuant to these provisions, the Va'ad or a group of teachers appointed by the Va'ad shall review the situation and present its findings to the administration before any recommendation is brought before the board, providing said findings are presented or submitted to the Administration within ten (10) days after notice of the action is given.
- 30.6.2. In any cases where dismissal of a tenured teacher is sought pursuant to paragraphs above, the reasons for the action and the charges must be provided in writing unless a written statement is waived by the teacher in question. The teacher whose dismissal is sought shall be given an opportunity to be heard by the Board, upon not less than ten (10) days',

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

and not more than twenty-five (25) days' notice, and with benefit of counsel, witnesses and/or the assistance of the Va'ad.

30.6.3. In any case wherein a change of conditions of employment results pursuant to paragraphs above, the teacher may appeal said decision to the Board with benefit of counsel and/or the assistance of the Va'ad.

30.6.4. The decisions of the Board made pursuant to the paragraphs above may be appealed by the teacher in question, with the assistance of the Va'ad, to an arbitrator, within thirty (30) days of notification of said decision. The arbitrator will be empowered to determine the matter only where he finds that either:

30.6.4.1. Due process was not provided; or

30.6.4.2. The decision was arbitrary or capricious; or

30.6.4.3. The decision is not in accord with any provision of this Agreement.

31. The arbitrator's fees in any case will be shared equally by (1) the Board and by (2) the Association and/or the teacher in question. In the event that a mutually agreeable arbitrator cannot be found, the Israeli Labor Court will assign the arbitrator.

G. EVALUATION TEACHER PERFORMANCE & EFFECTIVENESS

32. All teachers shall undergo annual evaluations of their performance and effectiveness in the classroom and in the School during their employment by the School. This process shall include, inter alia, observations by supervising staff in class, in school, and in any school activities; review of study plans, exams, papers, and other course requirements; and occasional use of special consultants as observers. In addition, any information relevant to the performance of the teacher in carrying out his/her professional duties may be considered. The general objective of this process shall be the improvement of each teacher's presentations, teaching style, technique, and overall effectiveness.

33. All teachers in their second and third years of service will undergo a more intensive evaluation process involving the methods of assessment set forth in section 29 above. This evaluation process will result in a written annual evaluation delivered to the teachers prior to April 15th of the year in question, and which will be entitled "Annual Evaluation."

34. The Annual Evaluation of teachers in their third year of service shall state whether tenure is to be recommended, or the reasons why such recommendation will be withheld.

35. For teachers with tenure, an Annual Evaluation may be used as grounds for termination only if:

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

- 35.1. It is clearly stated that this course of action is to be pursued, and the specific grounds for such action are given.
- 35.2. It is delivered to the teacher at least six (6) months prior to the proposed termination date, i.e. February 1st of any year if termination date is to be the end of the same academic year.
- 35.3. It has been preceded by at least one written evaluation given not more than twelve (12) months (not counting months spent on sabbatical or leave of absence) nor less than three (3) months prior to said evaluation which serves notice of deficiencies and recommendations for improvements.
- 35.4. Nothing in this section shall affect the Administration's right to terminate a teacher's employment pursuant to Sections 30.3.2 and 30.3.3 above.

36. All Annual Evaluations will:

- 36.1. Be based upon the classroom observation process (see section 36.1.1 below) or an alternative evaluation plan (see section 36.1.4 below). Both processes may involve methods of assessment set forth in Section 28 above or other methods of assessment agreed upon by the teacher and administrator.

Classroom Observations

- 36.1.1. Annual Evaluations will be preceded by at least one (1) extended classroom observation (normally 40-50 minutes) or a full period observation during the year in question which will be preceded by a pre-conference and followed by a post-conference within five working days of the observation. Following this full classroom observation, the teacher will receive written feedback regarding the observation within ten working days of the post-conference. After discussion with the Administration, any teacher may waive the requirement of pre and post conferences and written feedback. The teacher has the right to invite the department chair or another teacher (if there is no department chair or if the department chair cannot attend) to be in attendance at the pre-conference and/or observation, and/or post-conference.
- 36.1.2. The Annual Evaluation will also be based on at least three shorter observations of no less than ten (10) minutes each, which will be followed whenever possible, and at a minimum of three times during the year, by a conversation with the teacher.
- 36.1.3. The evaluation leading to a decision regarding tenure shall be based on no fewer than three (3) full period observations. These three full period observations will also be preceded by a pre-conference and followed by a post-conference within five working days of the observation. Furthermore, following each of these three full period observations, the teacher will receive written feedback regarding the

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

observation within ten working days of the post-conference. After discussion with the Administration, any teacher may waive the requirement of pre and post conferences and written feedback. The teacher has the right to invite the department chair or another teacher (if there is no department chair or if the department chair is unavailable) to be in attendance at the pre-conference /observation /post-conference. Teachers and administration should then sign and date the observation or evaluation. This does not necessarily signify agreement with contents, rather that it has been reviewed by all parties involved.

Alternative Evaluations

- 36.1.4. Teachers have the right to be evaluated according to Section 36.1.1 or they may choose alternative means for evaluation (subject to administrative approval) instead of some or all of the required observations and pre and post conferences.
- 36.1.5. However, alternative evaluations may not be used in the process to terminate a teacher or deny tenure. As part of the alternative evaluation procedure, the teacher and administrator will write a plan outlining the process prior to beginning the evaluation.
- 36.2. Annual evaluations must be signed by the teacher after he has read and had an opportunity to discuss it with the Administration. In the event that a teacher does not sign a report or memorandum for the file within 10 working days of receiving a copy, the administration will write "copy provided to Va'ad" on the report and place it in the teacher's personnel file, copy to Va'ad.
- 36.3. Annual evaluations must include both strengths and weaknesses or deficiencies (where appropriate) in the teacher's performance.
- 36.4. Annual evaluations will offer suggestions for improvement where appropriate.
- 36.5. Annual evaluations will be made part of the teacher's permanent record.
- 36.6. No Annual Evaluation shall contain criticisms, which have not previously been brought to the teacher's attention for his/her signature.
37. Any amendments, deletions, or additions to the Annual Evaluation must also be presented to the teacher for his/her signature.
38. Any teacher who disagrees with his/her Annual Evaluation may submit a rebuttal in writing which will be signed by the Administration and which will be attached to the Annual Evaluation and included in his/her permanent record.
39. Nothing herein shall preclude the Administration from giving a teacher at any time written comments related to his/her performance, and such comments may be attached to the Annual Evaluation at the discretion of either party. The teacher shall have the

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

right to comment upon these materials and such comments shall be placed in the teacher's personnel file.

40. An Annual Evaluation (as defined above in Section 36) of tenured teachers will be provided by the Administration.
41. Teachers have the right to review their files upon request. Except for materials pertaining to hiring, no material or information alleging a deficiency in a teacher's conduct, service, character or personality will be placed in his/her file, unless the teacher has had the opportunity to review such material or information and attach a statement.

H. BENEFITS FOR ALL FACULTY

42. BENEFITS

- 42.1. **SALARY SCALE:** All salaried teachers teaching more than one class daily shall be placed on the attached salary scale in accordance with the education and years of experience, but at no less than B.A. Step 1.
- 42.2. **EXPERIENCE:** Years of experience, for current and new teaching staff, shall include all School (WBAIS) teaching experience, and all equivalent teaching experience to a maximum of 15 years. Initial credit for placement on the salary scale can be up to fifteen (15) years if documented to the satisfaction of the Administration.
 - 42.2.1. **OFF CONTRACT:** The School reserves the right to employ not more than two (2) teachers plus an additional .50 FTE at any one time whose salaries and benefits may be negotiated by the Superintendent. Based upon market conditions and the needs of the School, the Superintendent, with the consent of the Va'ad, has the right to reopen, by February, the issue of how many negotiated salaries and benefits can be offered during any subsequent year.
- 42.3. **SALARY INCREMENTS/PLACEMENT:** Additional salary increments shall be paid in accordance with Israeli practice for academic credits earned beyond the bachelor's degree. Salary credit for approved prior and prospective B.A. + 15, B.A + 30, M.A. + 15, M.A. + 30, M.A. + 45, and M.A. + 60 credits will be compensated by placement on the salary.

Teachers are placed on the salary scale according to their years of experience in a similar teaching environment and educational level up to a maximum of 15 years for the initial placement. Teachers hired from the academic year 2000-2001 without certification shall not advance beyond Step 12 until certification is obtained. Teachers are required to file transcripts with the Superintendent by September 30th of the new school year indicating additional academic preparation for upgrading. Advancement on the salary scale shall occur upon the date of official notification from the conferring institution and is not retroactive to the beginning of the contract year. Faculty

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

shall advance one step in salary schedule for each academic year up to the ceiling in the appropriate salary schedule column. For this purpose, a given academic year is defined as 75% of the current number of instructional days in the calendar.

- 42.4. **SALARY PAYMENTS:** Salaries and expense allowances shall be payable in twelve (12) monthly installments by or on the last day of the month. Any teacher may request a portion of his/her monthly take-home salary be paid in U.S. dollars, only as long as it is legally permissible under Israeli law.
- 42.5. **LOANS:** There will be a loan program available to teachers. Refer to the policy manual.
- 42.6. **SOCIAL SECURITY/ NATIONAL INSURANCE:** The School will make all other payments required of employers by U.S. law and Israeli law including U.S. Social Security and National Insurance and Health Insurance.
- 42.7. **PROFESSIONAL DEVELOPMENT FUND:** There will be a professional development program in place at the school. Refer to the policy manual. Except for dollar amounts, changes to the policy require mutual agreement between the Va'ad and the School.
- 42.8. **SPECIAL/SUMMER PROJECTS:** Additional professional development activities and special projects may be initiated by the faculty and/or Administration. Compensation for such projects will be based on the amount of time required to complete the work and the nature of the work. The amount shall be agreed in writing in advance by both teacher and Administration.
- 42.9. **COLA (Cost of Living Adjustment) -** There will be a COLA mechanism in place. Refer to the policy manual and Appendix 2 at the end of this contract which outlines the mechanism.

43. AUTHORIZED LEAVE

- 43.1. **SICK LEAVE:** Employees are entitled to sick leave of thirty (30) days per academic year cumulative to a maximum of the number of work days in a year.
- 43.1.1. For illnesses of more than three (3) consecutive days, or ten (10) days per year, a doctor's statement will be required to secure sick leave.
- 43.1.2. Up to 6 days of sick leave may be granted in order to take care of sick children and parents or other family members.
- 43.1.3. Severance and separation payments will not include compensation for accrued sick leave.
- 43.1.4. Administration of this provision is pursuant to Israeli regulations.

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

- 43.2. **PERSONAL LEAVE:** Up to two (2) days of paid leave may be granted as “personal days” per year, providing advance notice of one week for such leave is given and prior approval of the Administration is secured in all cases, except for serious emergencies. Personal days may not be taken immediately before or after a school holiday.
- 43.3. **MOURNING LEAVE:** Up to seven (7) calendar days of mourning leave from time of burial is granted in the event of a death in the immediate family. The employee only will receive round trip airfare, unless otherwise provided.
- 43.4. **PROFESSIONAL EXAMINATION LEAVE:** One (1) day per year is granted for the taking of professional examinations.
- 43.5. **FAMILY OCCASIONS LEAVE:** Employees will be entitled to family occasions leave, according to the following:
- 43.5.1. Marriage of the employee - 2 days
 - 43.5.2. Birth of the employee's child - 1 day
 - 43.5.3. Marriage of the employee's child - 1 day
- 43.6. **MATERNITY LEAVE:** Maternity leave is granted according to Israeli law. For local teachers, the School will pay the difference between (1) the teacher’s monthly salary from the School and (2) monthly compensation provided by National Insurance. Individuals on maternity leave will not be required to reimburse the School the sums received from National Insurance for any period covering a School vacation of at least one week duration. To qualify for maternity leave, overseas and non resident teachers must have completed two full consecutive years of service at AIS. After two consecutive years, paid maternity leave will be granted for a maximum of 12 calendar weeks as per Israeli law.
- 43.7. **JOB-SEEKING LEAVE:** Teachers seeking a new position outside Israel will be granted three days’ paid leave once every three years. At the discretion of the Administration, an additional two days’ paid leave may be granted in special circumstances.
- 43.8. **ADMINISTRATIVE LEAVE** - Teachers may apply for paid administrative leave in situations not covered by the types of leave listed in the contract. Such situations may include, but are not limited to, death of a relative not covered under “mourning leave”, care for a sick relative beyond the 6 days listed above, extending mourning leave to include travel days and other special circumstances including *force majeure*, medical, personal or humanitarian. Information provided to the Superintendent that will inform his/her decision to grant administrative leave may be considered confidential by the applicant. The granting of administrative leave is at the discretion of the administration however the Va’ad will be informed if leave is denied in the circumstances listed above. Any decision may be appealed to the Board. Administrative leave may be applied for retroactively.

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

- 43.9. **LEAVE WITHOUT PAY** – The Administration may also grant leave without pay for extenuating circumstances that do not fall into any of the above guidelines.
- 43.10. **DISCIPLINARY LEAVE** - The administration has the right to impose disciplinary leave with or without pay for cause which means, fraud in matters directly involving the school, insubordination, professional misconduct, or alleged criminal behavior. If an investigation is required, it will be conducted during the suspension period. Due process and employee rights, as provided in the teachers' contract, apply when disciplinary leave is imposed. There will be a limit of 10 days of unpaid disciplinary leave during which the Va'ad and the administration will meet to review the situation and determine what further action should be taken.

I. BENEFITS FOR LOCAL TEACHERS:

44. Local Benefits are listed below. In addition, they can be found in the Local Benefits Manual.
- 44.1. **MILITARY RESERVE AND/OR SPECIAL EMERGENCY SERVICE:** The School will pay the difference between (1) the teacher's monthly salary from the School and (2) monthly compensation provided by the National Insurance. Individuals on reserve duty will not be required to reimburse the School for sums received from National Insurance for any period covering a School vacation of at least one week in duration.
- 44.2. **WORK ACCIDENTS:** Compensation will be provided in accordance with Israeli law. The School will pay the difference between (1) the teacher's monthly salary from the School and (2) monthly compensation provided by National Insurance for a period not to exceed three months. The school will also pay any insurance deductibles.
- 44.3. **TOSEFET YOKER:** It is understood and agreed to by all parties that putting the teachers' salaries on a U.S. dollar basis will eliminate the School's obligation to pay the Israeli government's periodic "tosefet yoker" allowance.
- 44.4. **VACATION EXPENSES (DMEI HAVRAAH):** Teachers who have worked for at least one year are entitled to receive an annual payment designated for vacation expenses, calculated according to a basis of 15 days per year and, because of the unique nature of the school's calendar and payroll process, it is agreed upon that annual vacation expense has been incorporated into the salary scale (Appendix 1), for clarity's sake, and is paid as part of the monthly wage.
- 44.5. **TRANSPORT EXPENSES:** Local teachers are entitled to receive transport expenses for each actual working day, up to a monthly limit that will be updated from time to time by the Ministry of Labor. Part time teachers receive

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

a pro rated amount. Teachers who use school buses are not entitled to receive transportation allowance.

- 44.6. ***PROVIDENT (PENSION) FUND:*** The school will offer local teachers the existing Provident (Pension) Funds currently used by the school, in which case five per cent (5%) of each teacher's basic salary and COLA will be deducted and deposited to that fund, together with a matching sum provided by the School. The School and Va'ad reserve the right to offer another fund if we choose to eliminate one of the existing funds to maintain a maximum of three Provident (Pension) Funds. The administration of the funds may be altered upon the mutual agreement of the School and the Vaad.
- 44.7. ***KEREN HISHTALMUT:*** The school will offer local teachers the Keren Hishtalmut (Travel Savings Plan). For participating teachers, the School will contribute seven and one-half percent (7.5%) of a teacher's basic salary and COLA. The teacher will contribute two and one-half per cent (2.5%) of his or her basic salary and COLA.
- 44.8. ***SEVERANCE PAYMENTS:*** Severance pay will be made to local teachers in accordance with Israeli law and in accordance with Appendix # 7 which explains the division of "old severance obligations" and the "new severance obligations" commencing school year 2009-2010. Teachers who complete three years of service or more shall be entitled to severance pay for each full academic year completed even though they terminate of their own volition.

Severance pay for veteran staff named in the Memorandum of Understanding dated February 2, 1998 (appendix #3) will be the greater of severance pay as per the mechanism described in the Memorandum and severance pay according to Israeli law.

Should a teacher not complete the school year, unless this occurs as the result of an action or request of the Administration or due to circumstances beyond his/her control, he shall forfeit severance payments based on that school year. If termination was pursuant to an action beyond his/her control, he shall be entitled to a pro-rata severance payment for the year in question including a corresponding percentage of the pro-rated summer payments he receives.

II. BENEFITS FOR OVERSEAS FACULTY:

Overseas Benefits are listed below and are also in the Overseas Benefits Manual.

45. The overseas teachers are covered under the Status of Forces Agreement (SOFA) and are exempt from paying taxes to the Israeli Government. They also benefit from limited duty-free importation of personal effects as well as duty-free purchase of one automobile per employee and license fee/road taxes.

The parties acknowledge that the value of the fringe benefits given to the local teachers is made up for by the monetary payment paid to the overseas teachers, and that if it

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

would be decided that the overseas teachers were also to receive the above-mentioned fringe benefits, their monetary payments would be reduced accordingly.

Overseas teachers employed prior to August 1, 2000 may make a one time irreversible selection to continue with the previous benefits package that otherwise retires on said date. The following benefits are provided as of August 1, 2000.

45.1. ***AIRFARES-IN/OUT:***

AIS will pay for the most economical air route from the point of origin (to be determined between employee and Superintendent) to AIS for the employee and each dependent. This will be on a recognized scheduled international carrier. The Administration reserves the right to delineate most direct routing and cost with reasonable layovers. Upon termination of the contract, AIS will pay for the most economical air route to the point of origin for the employee and each dependent under the same terms as delineated above.

45.2. ***HOME LEAVE***

After the completion of the first contractual period of two years, AIS will pay for the most economical air route from AIS to the point of origin annually, and return to AIS, for the employee, and each dependent. This will be on a recognized scheduled international carrier. The Administration reserves the right to delineate most direct routing and cost with reasonable layovers. If the employee wishes to make his/her own reservations through the travel agent of his/her choice, the cash value of the airfare, to employees' point of origin, will be given in June of the school year.

45.3. ***HOUSING ALLOWANCE:***

The school will assume the cost of a rental for the employee while employed by the School, up to specified limits in the Overseas Faculty Benefits Manual. Housing allowance reimbursements will be made upon presentation of receipts or by contractual agreement between the leasee and the lessor with approval from the Superintendent. Advance payments supported by a copy of the lease agreement requiring such advance may be made for a period of up to three (3) months or more only with specifically authorized permission from the Superintendent. The housing allowance is reimbursable and designed to subsidize the cost of housing for recruited teachers. Any housing allowance funds in excess of stated rent may be applied to electricity, water, heat, or municipal taxes. The annual housing allowance shall be paid on a 12-month basis or until the end of contract and departure from Israel. AIS will provide "welcome kits" on loan for the first two months in Israel. Should a teacher's contract be terminated before an academic year is finished, the housing allowance shall be pro-rated to the percentage of the year taught. (please see Overseas Benefits Manual).

45.4. ***SETTLING-IN ALLOWANCE:***

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

Each recruited teacher (one per teaching couple) will receive a settling-in allowance upon the receipt of a signed contract. This is a one-time payment to help defray the cost of moving to Israel. Funds may be used at the discretion of the employee. If the recruited teacher leaves employment with the school at his/her initiative before the end of the first academic year of employment, the settling-in allowance will be pro-rated and the employee will be asked to refund the balance owed.

45.5. ***TUITION GRANTS:***

AIS will provide tuition grants for dependent children who attend AIS.

45.6. ***RETIREMENT:***

AIS will provide a school retirement plan which will match employee contributions up to 5% of monthly salary. (please see Overseas Benefits Manual).

45.7. ***MEDICAL INSURANCE:***

AIS will provide medical and dental insurance as per the school health plan provider. Part-time teachers who work less than 60% may receive a pro-rated allowance. Emergency medical transportation is part of the overseas medical health plan and is available to all employees enrolled in the current overseas health plan unless this benefit is otherwise provided to the employee, e.g., through the employee benefits package of a family member.

45.8. ***SALARY CONTINUATION INSURANCE/EVACUATION:***

AIS will provide Evacuation and Salary Continuation Insurance: Airfare for teachers and dependents if they actually evacuate and 60% salary for three months if the school is closed and evacuation of personnel is ordered.

45.9. ***FREIGHT-IN ALLOWANCE:***

AIS will provide a freight-in allowance (please see Overseas Benefits Manual) as a means of transporting personal effects to Israel from point of origin (to be determined between employee and Superintendent). This is reimbursable upon presentation of receipts for shipping or excess baggage expenses incurred to the allowable maximum of the allowance.

45.10. ***FREIGHT-OUT ALLOWANCE:***

Upon completion of contractual obligations, AIS will provide a freight-out allowance as a means of transporting personal effects to point of origin. This is reimbursable upon presentation of receipts for shipping or excess baggage expenses incurred to the allowable maximum of the allowance. (please see Overseas Benefits Manual)

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

45.11. ***AGENCY FEE REIMBURSEMENT:***

Upon completion of two year's service, the school will reimburse up to a limit any employment agency fee previously paid by an employee, in consideration of his/her employment in Israel. (please see Overseas Benefits Manual)

45.12. ***U.S. SOCIAL SECURITY:***

AIS will deduct and contribute to U.S. Social Security as required by U.S. law.

J. BENEFITS FOR NON-RESIDENT FACULTY:

Non-Resident Benefit are listed below and are also in the Non-Resident Manual.

46. Non-Resident Teachers are eligible for the following benefits:

46.1. ***U.S. SOCIAL SECURITY:***

AIS will deduct and contribute to U.S. Social Security as required by U.S. law.

46.2. ***MEDICAL INSURANCE:***

AIS will provide medical and dental insurance as per the school "health plan provider". Part-time teachers who work less than 60% may receive a pro-rated allowance. If this benefit is otherwise provided to the employee, e.g., through the employee benefits package of a family member, the employee will have the choice of one medical provider or the other. Emergency medical transportation is part of the overseas medical health plan provider and is available to all employees enrolled in the current overseas health plan.

46.3. ***SCHOOL RETIREMENT:***

AIS will provide a school retirement plan which will match employee contributions up to 5% of matching salary (please see Non-Resident Benefit Manual).

46.4. ***SALARY CONTINUATION INSURANCE/EVACUATION:***

AIS will provide Evacuation and Salary Continuation Insurance: Airfare for teachers and dependents if they actually evacuate, and it is not provided elsewhere and 60% salary for three months if the school is closed and evacuation of personnel is ordered.

46.5. ***TUITION GRANTS:***

AIS will provide tuition grants for dependent children who attend AIS and whose tuition is not provided by another agency.

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

47. The School reserves the right, in joint consultation with the Va'ad, to alter the non-salary components of the Overseas Teachers and Non-Resident Teacher group compensation package due to changing conditions.

**K. ADDITIONAL EMPLOYMENT BENEFITS FOR
TENURED TEACHERS**

48. Tenured teachers shall have the following rights and benefits, in addition to those contained in Sections 30.3 and Section H above:

48.1. **ABSENCE WITHOUT PAY:** Any teacher may apply to the Administration for up to one year's leave of absence without pay. If such is granted, the applicant will lose none of his/her former rights under this Agreement. Equivalent teaching experience may be accepted as a year of service at the School. All applications for leave of absence without pay must be made in writing to the Superintendent prior to February 1st of the preceding academic year. Severance pay will not accrue during leave of absence.

48.2. **SABBATICAL POLICY:** The Board recognizes the need of the School to have a sabbatical program of an educational nature for local teachers tenured as of July, 2009. Teachers earning tenure after August 1, 2009 will not have this benefit. All local teachers tenured prior to August 1, 2009 who have completed eight years of teaching with the School, with three continuous years worked just prior to the sabbatical (with the exception of maternity or health leaves per Israeli law) shall be eligible to apply for sabbatical leave. This policy does not apply to those teachers designated as "overseas teachers" or "non-resident teachers". There will be two sabbatical program options available to local teachers: 1) the Traditional Sabbatical Program and 2) the Sabbatical Compensation Program. For purposes of this Agreement, "Sabbatical" means either taking Sabbatical Leave pursuant to the Traditional Sabbatical Program (a "Traditional Sabbatical") or taking compensation pursuant to the Sabbatical Compensation Program ("Sabbatical Compensation"), both as defined below, and "Sabbatical Year" means the year in which the Traditional Sabbatical or Sabbatical Compensation, as the case may be, was taken. In the Traditional Sabbatical Program, the teacher works for eight (8) years and then goes out on Sabbatical Leave as per the process outlined below. The eight (8) year cycle for the next Sabbatical begins upon return to the school. The Sabbatical Year does not count in any cycle for purposes of calculating the Traditional Sabbatical election. In the Sabbatical Compensation Program, the teacher works for eight (8) years and then takes "Sabbatical Compensation" as outlined below. The eight (8) year cycle for the next Sabbatical Compensation begins immediately (i.e.: year 1 of the next cycle is the year in which the Sabbatical Compensation is given).

48.2.1. Sabbaticals will be granted according to the mutually agreed upon sabbatical cycle list which is reviewed annually by the Va'ad and the Administration and is Appendix 4 in this contract.

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

- 48.2.2. The Sabbatical Year percentage is the average percentage worked over the previous eight years. The Sabbatical salary is inclusive of the normal salary increment for the Sabbatical Year.
- 48.2.3. The Board reserves the right, in consultation with the Va'ad, to reduce the number of Sabbaticals in a particular year due to adverse financial circumstances. The Board agrees, however, to rectify the situation as soon as it is financially feasible in order to maintain the mutually agreed upon Sabbatical cycle list.
- 48.2.4. Teachers who started employment at AIS before August 1, 2005, may receive up to four Traditional Sabbaticals or four Sabbatical Compensations or up to four Sabbaticals in a combination of the two.
- 48.2.5. Teachers who start employment after August 1, 2005 may receive up to three Traditional Sabbaticals or three Sabbatical Compensations or up to three Sabbaticals in a combination of the two.
- 48.2.6. All teachers who have completed 30 years service at AIS and wish to retire shall receive additional severance compensation for up to four years of work since taking their most recent Sabbatical. Payment shall be based on the percentage worked for each year since the last Sabbatical was taken as follows.

For the first year after the last Sabbatical – 1/8 of the basic salary.

For the second year after the last Sabbatical 75% of 1/8 of the basic salary.

For the third year after the last Sabbatical - 50% of 1/8 of the basic salary.

For the fourth year after the last Sabbatical – 25% of 1/8 of the basic salary.

48.3. TRADITIONAL SABBITICAL PROGRAM:

- 48.3.1. Eligible local teachers must submit written project proposals to the Administration for review prior to December 15th of the year preceding the Sabbatical Year. The Administration and the Board shall then review the Sabbatical proposals taking into account the value to the School of the proposed project. Notification of decisions will be made by February 1st.
- 48.3.2. Upon completion of the Traditional Sabbatical year, each returning teacher shall submit a written summary of his/her Traditional Sabbatical project to the Board/Administration for review by October 15th.
- 48.3.3. A teacher's election to take a Traditional Sabbatical does not waive his/her severance rights, nor his/her grade increase rights, upon return or during said Sabbatical Year.
- 48.3.4. Teachers on Traditional Sabbatical continue to participate in all benefit plans and programs.

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

48.3.5. Teachers on Traditional Sabbatical are guaranteed their position on return at full salary and with all normal salary increments, subject to the provisions set forth in Sections 30.3.1 and 30.4 above. At the time they commence the Traditional Sabbatical such teacher must also undertake to return to the School for at least one full year after completing his/her Traditional Sabbatical.

48.3.6. If a teacher fails to return from Traditional Sabbatical for any reason other than physical incapacity or death, he/she shall forfeit 60% of his/her salary and benefits for the Sabbatical Year. Severance pay will accrue on only that portion of the salary remaining after forfeiture.

48.4. SABBATICAL COMPENSATION PROGRAM:

48.4.1. Sabbatical compensation shall consist of "Basic Salary" only. No Provident (Pension) Fund, Keren Histalmut or Severance will be paid on "Sabbatical Compensation."

48.4.2. The election to take Sabbatical Compensation must be exercised by December 15th of the year preceding the Sabbatical Year. A teacher may stay on the Traditional Sabbatical Program and change to the Sabbatical Compensation for future Sabbaticals.

48.4.3. A teacher who elects the Sabbatical Compensation method, may not thereafter elect to take a Traditional Sabbatical without approval from the administration and ratification of the School Board. This decision is based on what is in the best interest of the school and the program.

48.4.4. At the sole election of the teacher, the Sabbatical Compensation may be added to his/her severance pay to be paid upon leaving the school or it can be paid monthly over the applicable Sabbatical Year.

L. GRIEVANCE PROCEDURE

49. There shall be a grievance procedure to be followed in any instance in which the Va'ad and any teacher or teachers have a grievance with the school in regard to the performance, execution, and interpretation of the terms of this Agreement or in regard to disputes concerning the labor relations in the School, and the relationship of any of the parties to this agreement.

49.1. The Va'ad may act as the representative of the teachers of the School in arbitration.

49.2. In such cases the Va'ad shall first give notice in writing of the grievance to the Administration, which shall respond to such notice within eight (8) working days.

49.3. In any case wherein the Va'ad is not satisfied with the Administration's response to the grievance, it may petition the Board to review the Administration's actions. Such review shall take place within twenty-one (21)

**WALWORTH BARBOUR AMERICAN INTERNATIONAL SCHOOL
OFFICIAL TEACHERS' AGREEMENT**

days or at the next regular monthly Board meeting, whichever is later. The Board shall grant an oral hearing upon the request of the Va'ad, which may have the benefit of Counsel. If the appeal is denied, the Board shall provide the reasons for such decision in writing within ten (10) working days.

- 49.4. If the Va'ad is not satisfied with the Board's decision, it may suggest to the Board that the dispute be submitted to arbitration. The Board's decision in this regard will be given within five (5) days. If the Board agrees to submit the dispute to arbitration, the procedure will commence within twenty (20) days. If the Va'ad does not suggest arbitration or if the decision of the Board is unchanged by an arbitration award or by a court decision, the Va'ad and/or teacher involved will abide by the decision of the Board. In the event of any submission to arbitration under the provisions of this paragraph, the selection of the arbitrator, the payment of his/her fees, and the definition of the arbitrator's powers shall be as set forth in paragraph 30.6.4 of this Agreement.
- 49.5. If the Board does not agree to arbitration, the Va'ad may nevertheless insist on submitting the dispute to arbitration, in which case the Va'ad will pay the full costs of the arbitration procedure should their position or request in the arbitration not be upheld or granted.

In Witness Whereof, the Parties have executed this Agreement on the date first above mentioned.

_____ Chairperson of Board	_____ Superintendent For the administration	_____ for Va'ad & Teachers Association
_____	_____	_____
_____	_____	_____
_____	_____	_____
	_____	_____

