



MASTER AGREEMENT

between the


PATRICIA A. HANNAFORD REGIONAL TECHNICAL SCHOOL DISTRICT BOARD

and the

ADDISON CENTRAL EDUCATORS ASSOCIATION

(Patricia A. Hannaford Regional Technical School District Teachers Unit)

July 1, 2021 – June 30, 2024



PAHRTSD's Chief Negotiator 1/4/2022
Date



PAHRTSD's Chair of the Board 12/29/21
Date



Addison Central Educators Association's Chief Negotiator 12/22/2021
Date



Addison Central Educators Association's President 12/22/2021
Date

TABLE OF CONTENTS

<u>ACKNOWLEDGEMENT OF ARBITRATION</u>	1
<u>PREAMBLE</u>	1
<u>ARTICLE I – RECOGNITION</u>	1
<u>ARTICLE II – NEGOTIATIONS PROCEDURES</u>	1-2
<u>Intent</u>	1
<u>Notice</u>	1
<u>Meetings</u>	2
<u>Official Communications</u>	2
<u>Administrative Aid</u>	2
<u>ARTICLE III – SCHOOL YEAR AND CALENDAR</u>	2-3
<u>Contracted Work Year</u>	2
<u>Pay for Additional Days</u>	3
<u>ARTICLE IV – SALARY</u>	3-8
<u>New Teachers</u>	3
<u>Step Movement</u>	3
<u>Career Center Teachers without a Degree</u>	4
<u>Top Step of Salary Schedule</u>	4
<u>Part-Time Teachers</u>	4
<u>Non-Renewable Contracts</u>	5
<u>Military Leave</u>	5
<u>Change in Professional Status</u>	5
<u>Salary Credits Status</u>	5
<u>National Teacher Certification or Equivalent</u>	6
<u>Pay Periods</u>	6
<u>Daily Wage Figure</u>	7
<u>Contract Notification Dates</u>	7
<u>Just Cause</u>	7
<u>Association Dues</u>	7
<u>Class Size, Duties, Workday</u>	7
<u>Retirement Accounts</u>	8

<u>ARTICLE V – INSURANCE</u>	8-9
<u>Life Insurance</u>	8
<u>Liability</u>	8
<u>Health</u>	8
<u>Workers Compensation</u>	9
<u>Dental</u>	9
<u>Insurance Coverage Dates</u>	9
<u>Insurance Terms</u>	9
<u>Section 125 Flexible Spending</u>	9
<u>Disability</u>	9

<u>ARTICLE VI – LEAVE</u>	10-14
<u>Leave of Absence for Professional Advancement</u>	10
<u>Summer School</u>	11
<u>Bereavement Leave</u>	11
<u>Discretionary Leave</u>	11
<u>Unpaid Leave of Absence – Personal</u>	11
<u>Sick Leave</u>	11
<u>Family Medical and Parental Leave</u>	13
<u>Newborn and Adoption Leave</u>	13
<u>Emergency Organizations</u>	13
<u>Jury Duty</u>	13
<u>Professional Leave</u>	14
<u>Religious Leave</u>	14

<u>ARTICLE VII – TEACHER SUPERVISION AND EVALUATION</u>	14
<u>Evaluation</u>	14

<u>ARTICLE VIII – SUPERVISORY AND OTHER NON-SUPERVISORY SUPPORT POSITIONS</u>	15-16
<u>Compensation Levels</u>	15
<u>Placement Levels</u>	15
<u>Mentor Positions</u>	15
<u>Intra-Curricular Salary</u>	15

<u>ARTICLE IX – GRANTS AND REIMBURSEMENT</u>	16-17
<u>Grants for Summer Study</u>	16
<u>Curriculum Development Grants</u>	16
<u>Course Reimbursement</u>	17
<u>Mileage Reimbursement</u>	17

<u>ARTICLE X – TEACHER RESPONSIBILITY</u>	17
<u>Open Houses</u>	17
<u>Parent Teacher Conferences</u>	17
<u>Course Objectives</u>	17

<u>ARTICLE XI – GRIEVANCE PROCEDURE</u>	18-20
<u>Purpose</u>	18
<u>Definition</u>	18
<u>Notification</u>	18
<u>Time Limits</u>	18
<u>Decision</u>	18
<u>Dismissal or Non-Renewal</u>	18
<u>Steps</u>	18
<u>Grievance Process</u>	18
<u>ARTICLE XII – TEACHER RIGHTS</u>	20-21
<u>Contracts</u>	20
<u>Vacancies</u>	21
<u>Employment Contract</u>	21
<u>Teacher Files</u>	21
<u>Discrimination</u>	21
<u>Executive Session</u>	21
<u>ARTICLE XIII – REDUCTION IN FORCE</u>	22-23
<u>Notification to Association and Affected Teacher</u>	22
<u>Notification to Teachers</u>	22
<u>Attrition</u>	22
<u>Seniority</u>	22
<u>Accrual of Seniority</u>	22
<u>Reduction-in-Force</u>	22
<u>Seniority List</u>	23
<u>Seniority List – Part-Time Teachers</u>	23
<u>Recall</u>	23
<u>ARTICLE XIV – GENERAL</u>	23
<u>ARTICLE XV – DURATION</u>	24
<u>APPENDIX A</u>	25-27
2021-2024 Salary Schedules.....	25
<u>APPENDIX B – GRIEVANCE REPORT</u>	28-31
<u>APPENDIX C – VOLUNTARY EARLY RETIREMENT PROGRAM</u>	32-34

ACKNOWLEDGEMENT OF ARBITRATION

In accordance with 12 V.S.A. 5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Agreement.

PREAMBLE

This Agreement is made and entered into by and between the Addison Central Educators Association, Patricia A. Hannaford Regional Technical School District Teacher's Unit (hereinafter "ACEa HCC Unit") and the Patricia A. Hannaford Regional Technical School District Board of Directors (hereafter "Board"). This Agreement sets forth the salaries, benefits, and other terms and conditions of employment of all faculty of the PAHRTSD.

ARTICLE I - RECOGNITION

The Board recognizes ACEa as the exclusive representative of a bargaining unit composed of all licensed teachers and other licensed professional staff employed by the Patricia A. Hannaford Regional Technical School District for the purposes of collective bargaining pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, excluding administrative personnel and non-teaching personnel as defined by Chapter 57 of 16 VSA. As used herein the term "Association" is understood to refer to both the ACEa HCC Unit and its exclusive representative, ACEa.

ARTICLE II- NEGOTIATIONS PROCEDURES

Intent

2.1 Negotiations shall be in accordance with the provisions of Chapter 57 of Title 16 of the Vermont Statutes Annotated. It is understood that the said laws are expressly incorporated herein and made a part hereof by reference.

Notice

2.2 The Parties agree that during the school year that this Agreement expires, either party may notify the other in writing of its intent to negotiate a successor agreement by October 15 unless both Parties agree to a different schedule. The Parties will make their best efforts to begin negotiations on or before November 15. Such negotiations may include any matters covered by this Agreement or which by law are held to be negotiable. Any Agreement so negotiated will be put in writing and signed by authorized representatives of the Board and the Association.

Meetings

2.3

A. Requests from the Association for meetings of the negotiation teams shall be made in writing directly to the Chair of the Board, with a copy to the Superintendent of Schools. Requests from the Board for meetings of the negotiation teams shall be made in writing directly to the President of the Association.

B. Thereafter, the chairs of the negotiating teams shall agree on a convenient time and place for a meeting within a reasonable time from the date of the request, i.e., within fourteen (14) days unless otherwise agreed upon by both Parties. The chair of each team shall be responsible for notifying its members.

C. Before the adjournment of each meeting, subsequent meeting's date, time, location, and agenda shall be agreed upon by the negotiating teams.

D. The chair of either team may request in writing an unscheduled meeting, stating its purpose. A suitable meeting time and place shall be scheduled as previously defined.

E. Meetings shall be open to the public at the discretion of the board. Requests for change from the previous agreement shall be in writing, specifically setting forth the requested deletion, alteration, or addition of provisions. These requests shall be submitted to the other team in a manner mutually agreed upon by the respective chairs.

Official Communications

2.4 Other than at duly called meetings, any official communication or notice between the negotiating teams bearing upon agenda items, shall be conducted by the respective chairs only.

Administrative Aid

2.5 The Superintendent or Director shall, upon request of either negotiating team, see to the procurement and delivery of any information that would reasonably bear upon the proper subject matter of negotiation agenda items. All information shall be identically provided to both negotiating teams.

ARTICLE III - SCHOOL YEAR AND CALENDAR

Contracted Work Year

3.1 The contracted work year shall consist of the days prescribed by Vermont Statutes together with the calendar prescribed by the Board. The total number of in-service days for all returning teachers shall be nine (9) for the school year, for a total of one hundred eighty-seven (187) contract days. Teachers newly hired by the district may be required to be present for up to two (2) additional days prior to the start of the school year for purposes of new teacher orientation, and will receive per diem compensation for each day required of them. The Superintendent/Director, after meeting and conferring with the Association, may increase the number of student instructional days beyond the statutory minimum provided there is no increase in the total number of days a teacher is contracted to work as established in this article. At the beginning of each school year, an ACEa representative and the Director or designee shall meet to set aside a particular day each month when no required duties or meetings will be scheduled after school.

The Board will incorporate the schedule of annual in-service days into the school calendar. In-service days shall include one full day prior to the start of the school year, one full day between semesters, and one full day the day after school closes which are reserved for work or other professional activities scheduled by the teacher(s).

Pay for Additional Days

3.2 If teachers with prior approval of the Director/Superintendent work additional days beyond those specified in 3.1, those teachers will be reimbursed at their per diem rate. Per diem pay for less than a full day will be pro-rated. Article not to be confused with 9.2 Curriculum Development Grants

ARTICLE IV - SALARY

New Teachers

4.1

A. A teacher new to the district will be placed in a column and on a salary step appropriate to his/her education and experience, as determined by the Director/Superintendent of Schools, provided that newly hired teachers shall be placed on a column and salary step equal to teachers with similar experience. Any teacher who has worked at a full-time position for less than a full school year may receive credit for one step on the indexed salary schedule at the discretion of the Director/Superintendent.

B. A teacher new to the district who has previous full-time teaching experience shall be on probation for any partial school year plus one full school year. A teacher new to the district with no previous full-time teaching experience shall be on probation for any partial school year plus two full school years. The Board shall inform any experienced teacher new to the district no later than May 1 of the first full school year of that teacher's employment whether that teacher will be given a contract for the coming year. The Board shall inform a newly hired teacher with no previous full-time teaching experience no later than May 1 of each probationary school year whether that teacher will receive a contract for the coming year. In the event the Board, upon the recommendation of the Director/Superintendent of Schools, chooses not to renew the contract of a teacher holding a probationary contract, the teacher shall not have any right to grieve that decision unless the teacher has not received at least two written observations/evaluations during each year of probationary service.

The Parties agree that a teacher new to the district shall receive mentoring assistance.

Step Movement

4.2 Any teacher who has worked at least half the contracted work days per year or more in any contract year shall move from one salary step to the next consecutive step at the beginning of each contract year, unless the teacher has been placed in probationary¹ status in accordance with PAHRTSD—Differentiated Supervision/Evaluation System (or any successor system which may be adopted during the life of this Agreement).

A teacher working less than half the contracted work days per year may receive credit for one step on the salary schedule at the discretion of the Director/Superintendent, in which case notice shall be provided to the Association.

¹The term "probationary" as used herein does not refer to teachers in their initial probationary period during their first two years of employment.

For the purposes of determining length of service under this provision, the Director/Superintendent shall take into account all contracted work days, including any used for approved short-term leaves (sick, personal, professional) during the contract period.

Career Center Teachers without a Degree

4.3

A. Teachers who do not hold a Bachelor's Degree shall be placed on the salary schedule in the Bachelor's Column at a step determined by the Director/Superintendent to be appropriate, considering the teacher's relevant experience, training and education, provided that newly hired teachers shall be placed on a salary step equal to teachers with similar experience. Notice will be provided to the Association and the Director/Superintendent will consult with the Association about the decision upon request.

B. Persons hired as teachers who do not hold a Bachelor's Degree will move beyond the Bachelor's column after receiving a Level 1 Professional Teacher's license and obtaining additional credits as required for column movement.

Top Step of Salary Schedule

4.4 A teacher having reached the top step of the salary schedule will be given an increment of two percent (2%) of the BA base per year as long as the base remains constant and the schedule remains intact, unless the teacher has been placed in probationary status in accordance with the PAHRTSD Differentiated Supervision/Evaluation System (or any successor system which may be adopted during the life of this Agreement).

Part-Time Teachers

4.5 Teachers may be hired on a part-time basis. Salary shall be pro-rated from the appropriate step on the salary schedule based on the part-time teacher's FTE. A part-time teacher shall advance one step on the salary schedule for each year of employment, unless the teacher has been placed in probationary² status in accordance with the PAHRTSD Differentiated Supervision/Evaluation System (or any successor system which may be adopted during the life of this Agreement).

Benefits shall be pro-rated based on the part time teacher's FTE, provided the part-time teacher meets the eligibility requirements established by law or by any benefit provider. Non-instructional assignments will also be made based upon the part time teacher's FTE. A part-time teacher shall accrue seniority in accordance with his or her FTE.

Exceptions to the above shall be as follows:

A. If a full-time teacher becomes part-time due to a reduction in force (Ref. Article XIII), that teacher shall receive a full year's advancement on the salary schedule, full seniority, and the full contribution of benefits for a period not to exceed one year. After one school year the position will no longer be treated as a full-time position for these purposes, and the teacher must accept pro-rata conditions.

B. A teacher having received approval by the Board of a request to go from a full-time position to a continuous, part-time position shall receive a full year's advancement on the salary schedule and full seniority for one year. A teacher may move from full-time to part-time position and receive full seniority only once

² The term "probationary" as used herein does not refer to teachers in their initial probationary period during their first two years of employment.

during his/her career.

Non-Renewable Contracts

4.6 The Board may offer newly hired teachers a nonrenewable contract for up to one full year in the following circumstances: replacement of teachers on approved leaves of absence; teachers hired to fill vacancies created by a termination or resignation that takes effect during the school year; teachers hired to fill vacancies for the subsequent school year that are created by a resignation or termination that occurs between June 15 and the start of a school year; teachers hired on an approved licensure waiver status. A teacher on a non-renewable contract will be covered by all terms and conditions of this Agreement with the following exceptions: the right to contract renewal, seniority, and layoff and recall rights. If a teacher who is employed two (2) consecutive years on separate non-renewable contracts is subsequently offered a regular contract, he/she shall be credited with seniority commencing from the signing of the first non-renewable contract.

Military Leave

4.7 A teacher who is called up for active duty in the United States military service while employed by the Board shall be treated the same as a working teacher for purposes of contract renewal. The Board shall pay the teacher the difference between his/her military salary and teaching salary for the remainder of the school year following activation. He/she will be eligible for advancement of one vertical step on the salary schedule for each year of service, not to exceed two steps.

If the military duty is for 30 calendar days or less, the employee shall be retained on the district's medical and dental plans under the same conditions as if the employee were still at work. For military leaves in excess of 30 calendar days, coverage under the District's group medical and dental insurance plans may be continued through the first full month of military service at the contribution rates applicable to bargaining unit members. Thereafter, coverage under the District's group medical and dental plans may be continued at the employee's option for eighteen months, and the employee will be responsible for 100% of the applicable premium.

Change in Professional Status

4.8 Teachers should notify the Superintendent or designee of any anticipated changes in professional status as a result of additional training by December 1 of the year preceding the anticipated change. By August 15 of the year in which any change is to occur, teachers shall notify the Board in writing of completion of additional courses, including summer courses that will be completed after the 15th of August. Teachers shall present satisfactory evidence of completion of additional training by October 1 of the school year in which any change is to occur. Retroactive pay will be paid within thirty (30) days of providing evidence of completion of requirements.

Salary Credits Status

4.9 Bachelor's Degree plus 30 credits status will be considered the equivalent of a Master's Degree for salary purposes, if all the credits have been approved by the Superintendent/Director as part of any approved program for professional advancement. Normally, credits will not be approved unless the course is a graduate level course which leads to a Master's Degree. Exceptions to this policy may be granted by the Director/Superintendent if:

A. The course is a graduate or undergraduate level course or industry recognized training that in the opinion of the Superintendent/Director will lead to improvement of the teacher's understanding and performance in the subject field, and/or is consistent with the district's Strategic Plan or Action Plan, or the professional

development needs of the teacher as identified through the performance evaluation process; or

B. The teacher is requested by the Superintendent/Director to take a course to prepare for a special assignment; or

C. The teacher does not possess a Bachelor's degree, is enrolled in a Bachelor's degree program at an accredited college or university, and the undergraduate level course proposed for consideration is part of such degree program; or

D. The Superintendent at his or her sole discretion, may approve workshop attendance for salary schedule movement for specified workshops, at a rate of 20 hours of attendance equals one salary schedule credit, up to a maximum of three such credits in a school year.

Notice will be provided to the Association and the Superintendent/Director will consult with the Association about the decision upon request.

Once a teacher acquires sufficient approved credits to move to a higher column, the teacher may not be dropped back to any previous column, unless there was an error in placement on the salary schedule. If an error was made, the teacher must be so notified in writing before the next contract issue date. If the teacher was not responsible for the error he/she shall not be responsible to repay any overpayments. If the error was due to fraud or other misconduct on the part of the teacher the District may recoup any overpayments to the extent allowed by law and may take such other action as may be warranted. The teacher may appeal the decision through the normal grievance procedure.

All credits gained through the attainment of an Associate, Bachelor or Master degree will only be applied to the achievement of that degree.

Credits earned outside of the attainment of a degree's requirements must be approved by the Superintendent/Director and will be retained and applied toward column movement.

A teacher may advance only one step in a year when column movement occurs.

National Teacher Certification or Equivalent

4.10 The purpose of this provision is to recognize and reward those teachers who have achieved a professionally recognized level of excellence in teaching. The standard established for this recognition is either National Teacher Board Certification (NTBC) or National Teacher Certification of Career and Technical Teachers (NTCCTT). Teachers who successfully complete either the NTBC or the NTCCTT program will receive an additional annual compensation equal to 4% of the base (pro-rated for part time teachers per FTE) above and beyond the amount provided in accordance with the salary schedule beginning with the first full school year following attainment of such certification.

Pay Periods

4.11 Salaries shall be paid in bi-weekly installments beginning with the first payday which falls after the beginning date of the teacher's period of service. (Each teacher will receive the balance of his or her annual salary in one lump sum at the end of the period of service, as specified on the school year calendar.) Normally, paydays shall be every other Friday. When a payday falls on or during a school holiday or vacation, teachers shall receive their paycheck on the last workday preceding the holiday or vacation period.

Daily Wage Figure

4.12 One hundred eighty-seven (187) days are to be used in arriving at a daily wage figure (contract salary divided by 187) for the purpose of determining per diem payments, or in the event per diem deductions from salary are made.

Contract Notification Dates

4.13 A teacher who is not to receive a contract for the following year shall be notified in writing of such intent on the part of the Board by March 15. A teacher who begins work at the start of the second semester will be notified in writing by May 15 if he/she is not to receive a teaching contract for the following school year. Teachers serving under probationary contracts shall be notified of non-renewal on or before May 1 of that year if he/she is not to receive a teaching contract for the following school year. Notification of non-renewal shall be in writing, setting forth the grounds thereof. If a non-probationary teacher so notified desires a hearing, the teacher shall so request in writing to the clerk of the school board within eighteen (18) days after receipt of notification.

Just Cause

4.14 No teacher shall be disciplined, reprimanded, reduced in compensation, suspended, transferred, non-renewed or terminated without just cause except as provided in section 4.1.

An annual performance evaluation is not subject to just cause, but may be grieved under an arbitrary and capricious standard.

The Superintendent may place an employee on a self-improvement plan (probation) and withhold step increases for teachers deemed in need of remediation, in which event the Association will be notified of such a decision. Step movement is not automatic and is, in part, dependent upon performance and effort to improve. Denial of a step movement may not be arbitrary and capricious and must have a rational basis in fact.

Association Dues

4.15 The Board agrees to deduct Association dues (for ACEa, VT-NEA and NEA) from the salaries of its teachers and to remit the dues deducted to the Association upon receipt of an authorization form signed by the teacher. Deductions shall be continuous from year to year unless, prior to September 1 of the school year, the Superintendent receives written notification from a teacher that said authorization to deduct dues has been revoked. Deductions shall be made in substantially equal amounts each pay period, and the monies shall be transmitted to the Association monthly.

Class Size, Duties, Workday

4.16 The Board and the Association acknowledge that there exists a relationship between the size of classes and/or caseloads, and the needs of the students in/on them, and the amount of work required of the teacher. Therefore, the Board shall make a reasonable effort within established educational policies, safety considerations, and budget constraints to maintain class sizes and/or caseloads at levels conducive to effective learning.

Full-time teachers may agree, but shall not be required to teach more than two hundred forty (240) minutes per day. The workday for part-time teachers shall be noted in the individual contract for said teacher. Each full-time teacher shall be guaranteed one duty free period of not less than forty (40) minutes (pro-rated for part-time teachers) for planning and preparation each school day, as well as a duty-free time, lunch period of thirty (30) minutes. The Director/Superintendent reserves the authority to adjust the starting times and stopping

times for the student day following consultation with the Association.

All duties or additional teaching assignments accepted by a teacher in lieu of duties beyond a teacher's regularly scheduled teaching assignments shall be assigned in a fair and equitable manner and in such a way as to substantially equalize workloads among all teachers.

Retirement Accounts

4.17 The Administration will deposit a teacher's payroll contributions to his or her 403-B plan in a timely manner.

ARTICLE V – INSURANCE

Life Insurance

5.1 The Board will pay the full cost of a group Term Life Insurance policy on all teachers. The face value of this policy shall be \$50,000. Coverage at the aforementioned face values shall continue up to age 65 and shall include double indemnity for accidental death and dismemberment. At age 65, coverage shall be 65% of these benefits and at age 70, 50% of these benefits.

Liability

5.2 Each teacher shall be covered by liability insurance by the Board to the extent required by Vermont State Title 16 Section 1756.

Health

5.3

A. Commission on Public School Employee Health Benefits Commission

The Board shall provide employees health insurance and related benefits as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. §2101-2108.

B. If a teacher elects not to receive coverage under the terms of this agreement and provides proof of alternative group sponsored health insurance from a source other than the board, the teacher shall receive an annual payment of \$1,000, paid in two installments of \$500 each. The payment shall be issued in the last pay period in December and the last pay period in June of each school year. Part-time teachers shall be eligible for the payment in lieu of insurance on a prorated basis. This cash in lieu of insurance option is offered to all teachers provided said employee certifies that they have other health insurance coverage and said insurance coverage is not provided through a Vermont Public School District via a spouse or domestic partner. In the event that the Commission on Public School Employee Health Benefits Agreement in any way limits or restricts a cash in lieu of insurance benefit, notwithstanding any other provision in this Agreement, this section 5.3 B shall be null and void.

C. The provisions of this statewide agreement can be found using the following link: [HERE](#).

Workers Compensation

5.4 The Board will pay the full cost of Workers' Compensation Insurance for each teacher.

Dental

5.5 The Board agrees to hold a master policy for a dental insurance plan approved by the Association, and to absorb any reasonable administrative costs which are created by the plan's implementation. The Board shall contribute 80% of the premium cost for a single plan (contributions will be pro-rated for eligible part-time teachers).

Insurance Coverage Dates

5.6 Insurance coverage for each teacher for a given year shall be understood to begin September 1 of that year and end the following August 31. A full-time teacher who retires, resigns, or requests transfer to a part-time position will retain full insurance benefits through August 31 of the year in which he/she completed his/her full-time teaching duties.

Insurance Terms

5.7 Regarding insurance policies provided or made available under the terms of this Agreement, coverage is subject to the terms and conditions of each policy. The Association will be notified in writing of changes in the terms and conditions of each insurance policy which is a part of this Agreement. Such notification shall be made within a reasonable time period following notification to the Board by the insurance carrier.

Section 125 Flexible Spending

5.8 Each teacher may choose to have a Section 125 flexible spending account. The Board will pay the cost of the initial set-up and the annual administration of the Section 125 flexible spending plan.

Disability

5.9 Each teacher will receive a long-term group disability insurance plan from a carrier selected by the district. Such a plan shall provide 66 2/3% of salary with a 90-day waiver.

If permitted by the group insurance carrier, the Association may elect from the same carrier a more comprehensive plan that modifies the base provisions and premium cost of the district base plan. In such a case, the teachers will pay the difference in annual cost between the district base plan premium and the premium of the more comprehensive plan selected.

The position of a teacher who has become totally disabled from work shall be held for one (1) full school year following the school year in which the teacher became disabled. During the disabled teacher's absence, the position may be filled by a teacher on a long-term substitute contract or a non-renewable teacher contract. The Board shall continue its health insurance coverage during that time at Board expense, less any required teacher contribution to the selected plan.

A teacher under contract shall be eligible to return to his/her teaching duties when he/she recovers from a disabling condition. A teacher who remains disabled from teaching at the end of the school year following the school year in which the disability began, and who is unable to provide medical evidence to the effect that the teacher will be able to return to their full duties at the start of the next school year, may be separated from employment by the Board. In the event the teacher is not separated at the end of the school year, but is unable to return to full duties at the beginning of the next school year, the teacher may be separated at that time based

on their inability to perform the essential functions of the position. Any teacher who is separated from employment based on medical disability shall be eligible for recall to a vacant bargaining unit position for which they are presently qualified for a period not to exceed 2 years from the date of separation.

ARTICLE VI- LEAVE

Leave of Absence for Professional Advancement

6.1 The Board may, in its discretion, grant leaves of absence to full-time teachers. In considering applications, the Board shall consider the following conditions:

A. Not more than two (2) of the faculty may be on leave at any one time. There is no guarantee that any leaves will be granted in a particular year.

B. Leaves of absence are granted for programs of professional improvement only. The Board will consider all leave requests, whether for graduate study, travel, or other programs, on their individual merits. In its deliberations, the Board will consider the effect of the proposed leave upon both the individual and the entire school. Ultimately, the Board must decide that a particular proposal is in the best interest of the district.

C. Leave may be granted, for example, (1) without pay, (2) for 1/2 year at full pay, (3) for 1 year at three-quarter pay, (4) for 1 year at half pay. In exceptional circumstances, leave might be granted for a full year at full pay.

D. Recipients of outside grants may apply for funds to supplement such grants. In such cases, the Board may, if leave is granted, grant a sum not in excess of the amounts in paragraph c, the final sum to be determined by the Board. A teacher should request a specific sum and present budget figures to support the request. Ordinarily the sum received from all sources will not exceed the teacher's regular salary, although leaves involving extensive travel may be eligible for special consideration.

E. Leave is contingent upon availability of a suitable replacement.

F. Seniority will be taken into account in considering applications.

G. Teachers who receive salary while on leave must sign an agreement to return to teach in the district for at least one year.

H. Detailed applications with recommendations from the teacher's immediate supervisor and the Director must be in the hands of the Board by November 1 for the ensuing academic year. The Board shall notify the teacher in writing of its decision and reason by March 15.

I. The applicant shall request no less than a semester or quarter of leave. The teacher on leave will be assured that his/her position will be held for him/her. Reasonable changes in instructional assignments and non-instructional assignments, as deemed to be in the best interest of the school, may be made by the school administration, but all such changes will be made after reasonable efforts have been made to satisfy the involved teachers. It is understood that this section is subject to the provisions of Article XIII.

J. The fringe benefits of a teacher on leave will continue during the absence. The benefits are medical insurance, group term life insurance, and dental insurance. Liability insurance will be in effect when the teacher works for the district as a substitute or as a chaperone on a school sponsored trip.

K. Leave may be considered as service toward increments on the salary schedule, at the sole discretion of the Director/Superintendent.

Summer School

6.2 Teachers are permitted to attend a summer school session which begins before the end of the school year or which ends after the beginning of a school year without loss of pay provided that a conditional request is made in writing by March 30 preceding leave time and such request is approved by the Director or designee.

Bereavement Leave

6.3 Subject to the approval of the Director, leave of up to five (5) days per occurrence may be taken for death of members of the teacher's immediate family, eg., child, stepchild, ward, foster child, spouse or civil union partner, parent or parent of the spouse or civil union partner, or a domestic partner, grandparents, and siblings. The Superintendent (or designee) shall have the discretion to grant additional time or to grant leave for individuals not noted herein without establishing a precedent.

Discretionary Leave

6.4 Three (3) days per year without loss of pay will be allowed for discretionary leave with advance notice to the Director/Superintendent. These days shall not be used to extend a vacation or recess but may be used during school days that are adjacent to a vacation or recess if a teacher provides his or her Supervisor with a specific reason for requesting the personal day other than extension of vacation or recess.

Unpaid Leave of Absence - Personal

6.5 At the discretion of the Board, a teacher may be granted an unpaid leave of absence for personal reasons provided such leave shall affect no more than one, or part of one, school year. A teacher granted an unpaid leave of absence hereunder may continue in applicable fringe benefit programs, provided the teacher pays the cost of premium in accordance with the procedures established by the administration or the insurance carrier, as applicable.

Sick Leave

6.6
A. Teachers shall be entitled to paid leave for absence due to personal illness, or physical disability, including disabilities connected with or resulting from pregnancy, at the rate of fifteen (15) days per school year. Unused sick days shall accumulate from year to year to a maximum of ninety (90) days. All teachers with over ninety (90) accumulated sick days, at the start of the 2000-2001 contract year, will retain these days. All teachers will continue to accumulate unused days each year, either up to ninety (90) days or up to the number that the individual teacher had accumulated at the start of the 2000-2001 contract year, whichever is higher. Teachers may use up to fifteen (15) of their personal illness days per contract year to care for the illness of immediate family members as defined in section 6.3 within a teacher's care. Teachers who are eligible for leave under the FMLA or VPFMLA may use up to thirty (30) of their personal illness days per contract year to care for the serious illness of immediate family members in accordance with the applicable statute.

B. When such disability is foreseen, as in the case of elective surgery or pregnancy, the teacher shall notify the Superintendent of the expected commencement date of the sick leave as soon as this date is determinable.

C. A teacher on approved leave, paid or unpaid, will retain the ability to continue in any of the group insurance programs, provided the teacher pays the premium (for unpaid leave) or his/her share of the premium as provided in this Agreement (for paid leave). A teacher on leave who does not sign a contract for the following year by the contractually stipulated date will no longer be considered an employee of the district. All benefits for that teacher will cease at the end of that month unless coverage is continued at the teacher's expense within the provisions of state, federal and insurance company regulations.

D. The Director, or the teacher's Supervisor, may require the teacher to provide medical certification for any absence due to sick leave in excess of three (3) consecutive work days. A teacher is entitled to sick leave through the last day of any year in which the teacher has a contract.

E. Sick leave payments shall be decreased by the amount of any workers compensation insurance payments (excluding medical payments) paid to the teacher for the same illness. In no case shall the total compensation (i.e., from Worker's Compensation and sick leave) received exceed the teacher's regular compensation for the period at issue.

F. When a teacher's work-related injury results from an assault on the job, the teacher shall not be required to utilize accrued sick leave to make up the difference between compensation received under the Worker's Compensation statutes and the teacher's regular compensation.

G. The Sick Bank is a reserve of days for those member teachers in need of sick days exceeding his/her accumulation. To be eligible to apply for sick days from the bank, a teacher must donate at least one (1) sick day to the Bank during the school year. Teachers will notify the administration, in writing, of their intent to donate sick days to the Bank on or before October 1 of each school year. The maximum number of unused days in the Sick Bank transferred from one year to the next shall be 90. Days may be requested only after a teacher has exhausted his/her own accumulated days, and no teacher may be awarded more sick days than are necessary to meet the disability insurance elimination period. The Sick Bank shall be governed by a committee composed of representatives of the Contributing Teachers appointed by the Association. First year teachers may join without contributing days, the first year of employment. Decisions of the Sick Leave Bank Committee are final and may not be grieved. The Sick Leave Bank Committee will notify the Administration, in writing, of any sick leave awarded to a teacher from the sick leave bank. Data concerning the Sick Bank will be maintained by the Administration and an annual report will be made to all parties involved.

H. A teacher in need of additional sick days shall make a written request to the Sick Bank Committee (or designee). Sick Bank Days may be requested when a teacher has a reason to believe that his/her sick leave will not be adequate. The utilization of any sick bank days will occur only after a teacher has exhausted his/her own accumulated sick days. The number of days granted by the Sick Bank Committee shall not exceed those necessary to meet the long-term disability insurance elimination period.

I. Upon retirement, a faculty member who has accrued the maximum number of sick days (90) will be granted the ability to cash out up to thirty of those days that will be paid to the teacher at a per diem rate. Teachers will announce intent to retire at the end of the current school year by November 1.

Family Medical and Parental Leave

6.7 Teachers who meet the eligibility requirements of the Federal Family Medical Leave Act (FMLA) and/or the Vermont Parental and Family Leave Act (VPFLA) will be granted up to twelve weeks of unpaid leave in accordance with the provisions of those statutes. Under these statutes up to twelve (12) weeks of unpaid leave is provided for purposes of childbirth or adoption, or for serious medical conditions affecting either the employee or members of the employee's immediate family, as defined in statute. Teachers who qualify for statutory leave are also eligible to use up to six weeks of accumulated paid leave during the twelve-week period without medical certification, and may utilize additional accrued sick leave beyond the six (6) weeks upon certification of a continuing medical condition which precludes their attendance. Applications for FMLA/VPFLA leave will be made on a form provided by the Administration.

In the case of pregnancy, a teacher will continue to teach as long as she is physically able to do so. Periodic certification by a physician of ability to teach may be requested by the Board. The teacher will, within twelve (12) weeks from the date of delivery, unless there are medically certifiable reasons for an extension:

1. Resume her teaching duties
2. Notify the Superintendent of her decision to take unpaid leave until the beginning of the next semester, quarter or trimester, providing that the start of said semester provides the teacher with no less than the twelve weeks of total allowable leave provided all employees by the Vermont Family Leave Bill.
3. Notify the Superintendent of her decision not to fulfill her current contract. A teacher on approved statutory leave for childbirth may utilize up to six (6) weeks accumulated sick leave without medical certification of disability. Thereafter, any additional leave shall be unpaid unless the teacher provides medical certification that she is eligible to use additional sick leave due to continuing physical disability.

Parental leave is intended as a continuous leave following the birth of a child and must be taken within one calendar year of the birth of a child. If both parents of a child are employed by the District and eligible for family and parental leave benefits, both will be eligible for the full twelve (12) weeks of parental leave provided by statute. Reasonable arrangements will be made to schedule such leave in a way that is the least disruptive to the teacher's class schedule.

Newborn and Adoption Leave

6.8 Teachers eligible for statutory leave under the FMLA or the VPFLA following the birth or adoption of a child will be allowed to use their accrued paid leave without evidence of medical disability during the last six (6) weeks of their statutory leave. In the event both parents are employed by the District as teachers they may allocate the right to use up to six (6) weeks of additional accrued paid leave between them as they deem appropriate.

Emergency Organizations

6.9 Teachers who are unpaid members of volunteer fire departments and/or rescue squads when called out for emergency situations will not suffer loss of pay. Teachers shall not schedule themselves for volunteer fire department and/or rescue squad work during school hours.

Jury Duty

6.10 The district will excuse employees who are called for jury duty without jeopardy to their employment or reduction in their compensation and benefits. Should the employee be eligible to receive compensation for

jury duty from the judicial system, he/she will apply for such compensation and make arrangements with the business office to turn over such compensation, exclusive of meals and mileage allowance, to the school district for those days the employee was on jury duty and was paid by the district. If the employee is excused from jury duty in time to return to the school and work for two or more hours of his/her regularly scheduled duties, he/she will return to the school.

The Superintendent of Schools may request that an employee be excused from jury duty or have the jury duty delayed if the special nature of the employee's qualifications would make it difficult to secure an adequate substitute or if the timing of the jury duty service would be detrimental to the welfare of the student(s) concerned. In such a case, the employee will cooperate with the Superintendent in requesting such deferral.

Professional Leave

6.11 Up to ten (10) days per year will be allowed for professional leave with advanced notice and director/supervisor approval without loss of pay. Teachers shall provide documentation or description of the type of professional development at the time of the request.

Religious Leave

6.12 Absence for religious holidays, notice must be given to the Superintendent/Director at least one week prior to such absence. The Superintendent/Director may request teachers to provide a list of anticipated religious holiday requests at the beginning of the school year. Religious leave will not be counted as discretionary leave.

ARTICLE VII - TEACHER SUPERVISION AND EVALUATION

Evaluation

7.1 Each teacher shall be evaluated periodically through an evaluation process defined by the Director or designee in accordance with the PAHCC Differentiated Supervision/Evaluation System (or any successor system which may be adopted during the life of this Agreement). Persons who evaluate teachers shall be licensed administrators. A copy of the Teacher Evaluation Procedures shall be provided to each new teacher; amendments to the procedures shall be provided to all teachers.

7.2 A teacher's immediate supervisor shall be designated by the Director/supervisor. The Director shall define a teacher's immediate supervisor when such determination is in question.

7.3 Each teacher shall be evaluated according to a schedule determined by the administration. Such formal evaluation shall occur at least once in every four-year period. In addition, classroom observation reports and other data pertinent to the evaluation process may be collected throughout each contract year.

7.4 Upon receipt of an evaluation or observation report, the teacher will be provided with the opportunity to discuss the report with the evaluator. The teacher shall have the opportunity to respond to an evaluation or observation report, a copy of which shall become a part of the filed copy of the report.

7.5 A copy of all evaluation reports, individual observation reports, and other material included as evidence for the evaluation report shall be provided to the teacher, to the teacher's immediate supervisor, and to the Director/Superintendent of Schools for inclusion in the teacher's official personnel file.

**ARTICLE VIII - SUPERVISORY AND OTHER NON-SUPERVISORY
SUPPORT POSITIONS**

8.1 The Superintendent shall post annually a list of all supervisory positions and non-supervisory support positions covered by this article with a notation next to ones that are open. Posting will include when the position is scheduled to be re-opened for application. Positions known to be open or opening shall be posted by March 30th of each school year.

Compensation Levels

8.2 Teachers serving in the support positions identified below will receive compensation, in addition to their regular compensation as teachers, based on the following percentage of the applicable BA base salary for the school year:

<i>Step</i>	Level I	Level II
1	.056	.065
2	.059	.072
3	.064	.078
4	.070	.084
5	.078	.093

Positions: PLC Leader/Faculty Leadership Team Member

Placement Levels

In establishing initial placement for new supervisory positions, as defined in Article VIII, the Director/Superintendent will take into consideration the job description and the number of teachers in the department/academy supervised:

Level I 2-5 teachers
Level II 6 or more teachers

Mentor Positions

8.3 Teachers who agree to serve as mentors for new teachers shall receive a stipend of \$750 per year. Nothing in this section shall preclude the administration from releasing a teacher from other non-instructional duties as part of the teacher's mentoring obligation. The administration shall ensure that this provision does not result in the assignment of other teachers with either additional or intensified duties. The administration and the Association shall work together to achieve the goals of the mentoring provision.

Intra-Curricular Salary

8.4 The following schedule is for the extra-duty aspects of the intra-curricular Career and Technical Education Student Organizations assignments which are tied to teaching jobs. Planned programs, approved by the Director of the Career Center before contracts are issued, would involve payments to:

Head Advisors of, SkillsUSA, FFA, of \$200 a year, and to all advisors on the following schedule:

SkillsUSA -----	\$1300.00
FFA-----	\$2500.00
NAHS-----	\$1300.00
NTHS -----	\$1300.00

ARTICLE IX - GRANTS AND REIMBURSEMENT

Grants for Summer Study

9.1 Individual teachers may apply to the Board for grants in support of summer study under the following conditions:

- A. Proposed programs of study must be approved by the Board prior to grant awards. Programs of study, in general, will be approved if the credits are acceptable for salary increments or recertification. It is expected that teachers receiving the grants would be carrying a full course or workload during the grant period.
- B. Applications must contain precise information on any outside activity and/or salary for the summer months.
- C. The total grant may not exceed tuition costs plus an allowance of five hundred dollars (\$500).
- D. Detailed application, with recommendations by a teacher's Immediate Supervisor, the Director, and the Superintendent must be in the hands of the Board by November 1 of each year.
- E. The Board, through its Administration, shall send letters to all applicants explaining the reasons for acceptance or rejection, by March 15 of that year.
- F. There is no guarantee of approval of any grant request although the Board will seek to demonstrate its support of faculty members seeking professional improvement by budgeting in the Board's initial budget proposal for at least 50% of the total number of grants submitted by November 1, which meet the criteria outlined above. The Board will, in addition, recognize the initiative of individuals who seek and receive grants from outside sources by giving special consideration to their grant requests during succeeding years.
- G. This policy should not be construed as restricting consideration of requests for grants to certain individuals or types of activity.

Curriculum Development Grants

9.2 Grants may be awarded to individual teachers and groups of teachers to assist in developing curriculum. A daily stipend of (\$300.00) shall be awarded to individual teachers for work that is pre-approved by the administration, per procedures defined by the Director/ Superintendent. It is expected that grants will be made for work completed outside of the regular school day and year. A stipend payment for less than a full day's work will be pro-rated.

9.3 A teacher who takes the initiative to seek and obtain a competitive grant will receive 5% of the grant

total received by the District as compensation for his/her effort, provided such payment is allowed under the terms of the grant.

Course Reimbursement

9.4 The Administration will pre-pay the cost for each teacher for the full credit hour cost of up to 18 credit hours in a five-year period, beginning with the first year of reimbursement, at a rate not to exceed the per credit hour cost at the University of Vermont for the designated semester. The course must be pre-approved by the Director/Superintendent. Normally, approved courses will be at the graduate level, and related to the teacher's field of teaching or the technical center's action plan; however, undergraduate level courses may be approved if the teacher is a candidate for a bachelor's degree, or in other appropriate circumstances as provided in Section 4.9 or as determined by the Director/Superintendent. A teacher may take a maximum of nine (9) credit hours in any one school year. A teacher who fails to complete a course, or who receives a grade lower than a "B" (or a "P" in a pass-fail course) will reimburse the district for the cost of the course.

The Board will continue past practice of supporting teacher attendance at approved workshops or conferences without affecting eligibility to access course tuition dollars.

Mileage Reimbursement

9.5 When the director approves a teacher's use of his/her personal automobile when carrying out duties, the District shall reimburse the teacher at the applicable IRS rate.

ARTICLE X - TEACHER RESPONSIBILITY

Open Houses

10.1 Teachers will be present at planned open houses or other similar events designed to inform parents, twice per year.

Parent Teacher Conferences

10.2 Teachers shall be present at the school on such days and for such times as may be necessary to accomplish the objectives of the parent-teacher conference program.

Course Objectives

10.3 Each teacher shall keep on file, as required by the appropriate administrator, an accurate statement of course and/or program objectives and descriptions for all assignments for which the teacher is responsible.

ARTICLE XI- GRIEVANCE PROCEDURE

Purpose

11.1 This procedure provides a means for teachers under contract with the Board to secure, at the lowest possible administrative level, solutions to their grievances. Teachers may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

Definition

11.2 A grievance shall mean a complaint by any teacher(s) or the Association that there has been a violation, misinterpretation, misapplication, or inequitable application of any of the provisions of this agreement.

11.3 For the purpose of this procedure, during the school year days shall mean school days, except where otherwise indicated. During summer recess the term "days" shall mean week days. The time limitation for initiating or advancing any grievance may be suspended by mutual written agreement during the summer vacation.

Notification

11.4 Prior to initiating the grievance the aggrieved shall notify the President of the Association in writing, setting forth the grievance and the desired remedy. The President of the Association shall then appoint a grievance panel following the presentation of the grievance.

Time Limits

11.5 The time limits stated herein may be extended by mutual written agreement of the parties involved. All meetings shall be arranged at mutually convenient times and places.

Decision

11.6 Any time that a decision is not rendered at any step within the time specified, the failure shall be treated for purposes of this article as a denial of the grievance. In such cases, the appropriate party may appeal to the next step in the grievance process. When the grievance is not advanced at the initial step or any subsequent step of this grievance process within the time limits stated herein it shall be understood that the grievance is null and void.

Dismissal or non-renewal

11.7 Any grievance challenging the dismissal or non-renewal of a teacher shall be filed directly at Step 7, Arbitration.

Steps

11.8 Any step in this grievance procedure may be by-passed by mutual agreement.

Grievance Process

11.9 After an Association Representative has been selected it shall be the representative's obligation to participate in the processing of a grievance at any level, and no teacher may be required to discuss any grievance if the Association Representative is not present.

Step 1. The aggrieved should try to informally resolve the grievance with his/her immediate supervisor.

Step 2. If not settled informally, the aggrieved shall initiate the grievance within sixty (60) calendar days of the alleged violation, misinterpretation, misapplication, or inequitable application of the provisions of this agreement. At this point, Appendix B shall be used to record events.

The grievant shall present the grievance in writing to said immediate supervisor. A copy of the grievance shall be provided to the Director if the Director is not the immediate supervisor. The Immediate Supervisor shall render a written decision within seven (7) days of receipt of the written grievance.

Step 3. If the Grievant is not satisfied with the decision of the immediate supervisor and decides to continue the grievance, the grievant must, within seven (7) days of receipt of the Step 2 decision request in writing a meeting with the Director. The Director shall arrange for a meeting with the aggrieved to take place within seven (7) days of the receipt of the request. The Director shall provide the aggrieved with a written decision within ten days of the meeting. In the event that the Director has previously considered the grievance in his/her role as immediate supervisor the Grievant may bypass Step 3 and file directly at Step 4.e 6.12 Up to two (2) days leave without loss of pay will be granted for religious holidays provided that attendance at school on such day(s) would prevent the teacher from participating in a specific religious practice on that particular day. Should any question arise concerning the application of this contract provision, the teacher's clergy shall be considered the proper authority for resolution. In all instances of

Step 4. If the Grievant is not satisfied with the decision of the Director and decides to continue the grievance, the grievant must, within seven (7) days of receipt of the Step 3 decision request in writing a meeting with the Superintendent. The Superintendent shall arrange for a meeting with the aggrieved to take place within seven (7) days of the receipt of the request. The Superintendent shall provide the aggrieved with a written decision within ten days of the meeting. In the event that the Superintendent has previously considered the grievance in his/her role as immediate supervisor or Director the Grievant may by-pass Step 4 and file directly at Step 5.

Step 5. If the Grievant is not satisfied with and by the Superintendent's decision and decides to continue the grievance, the grievant must, within seven (7) days of receipt of the Step 4 decision, file a written notice with the Superintendent and the Association requesting appointment of a joint panel composed of five (5) members of the Association appointed by its President and five (5) members of the Board appointed by its Chair. The panel shall meet within ten (10) days of receipt of the grievance to consider and vote on the matter. In the event of a deadlock the grievance shall be referred to the Board at Step 6 through its Superintendent with no recommendation for action. In the event there is a majority decision by the panel the grievance shall be referred to the Board at Step 6 through its Superintendent with a written recommendation for action consistent with the majority vote of the Committee. The recommendation of the five on five panel shall not be binding on the Board but shall be seriously considered by the Board.

Step 6. The School Board shall schedule a grievance meeting to take place within twenty (20) days of receipt of the decision of the five on five panel. The meeting will be held in open session if requested by the grievant; otherwise the meeting will be held in executive session. The Board shall provide the aggrieved with a written decision within seven (7) days after the meeting.

Step 7. If the Grievant is not satisfied with and by the decision of the School Board and decides to continue the grievance, the Grievant must inform the Association's President within seven (7) days of the Board's decision. If the Association decides to continue the grievance it shall provide the Superintendent with a written request for arbitration within thirty (30) days of the Grievant's receipt of the Step 6 decision.

Within fifteen (15) days after such written notice of arbitration, the School Board and the Association (or their representatives) will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment for said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and in all other matters.

The selected arbitrator will hear the matter promptly. Neither the School Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement or extends to anything not included in this agreement. The decision of the arbitrator shall be final and binding upon all parties.

The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the School Board and the Association. Should either party request a transcript of the proceedings, then that party will bear the full cost of that transcript. Should both parties request a copy of the transcript, the cost will be shared equally.

ARTICLE XII- TEACHER RIGHTS

Contracts

12.1 The Board shall offer a contract renewal to a teacher annually, no later than April 15, unless the teacher has been notified of the Board's intent not to issue a contract per Article IV or Article XIII. A teacher receiving a contract shall indicate acceptance of the offer by signing and returning the contract no later than fifteen (15) calendar days after it was issued. A teacher may request an extension of the time period in writing to the Superintendent prior to the expiration of that time period. The Superintendent, in their discretion, shall grant or deny such extension, in writing within five (5) days or before the fourteenth (14th) day past contract issuance. Failure of a teacher to return the individual employment contract, or request an extension, may be accepted as evidence of non-acceptance of the offer, and in such instance, the position shall be considered vacant.

In the event the Board and Association have not ratified a new collective bargaining agreement by the date provided herein for the issuance of individual contracts, individual notices of intent to re-employ shall be issued to teachers no later than April 15. At the completion of the negotiations, teachers shall be issued complete individual contracts that reflect the terms of the successor to this Agreement.

The Superintendent shall supply each new teacher with a copy of the current negotiated agreement at the time a contract is offered. The superintendent or an individual designated by the Superintendent will inform the teacher of all evaluation, mentoring, and supervision criteria at the new employees' orientation.

12.2 Copies of any successor Agreement will be provided to all teachers.

Vacancies

12.3 During the school year, all co-curricular, teaching and administrative vacancies and the qualifications required for filling the position will be conspicuously posted in the faculty room, and will also be emailed to all faculty in order to inform the faculty. If a teacher notifies the Superintendent prior to the last day of school that he may be interested in another position, notification of any openings will be mailed to the teacher at the address provided to the Superintendent by the teacher.

Employment Contract

12.4 The period of service, teaching assignment and compensation to be received shall be included when an employment contract is offered.

Teacher Files

12.5 A file for each teacher will be retained in the Superintendent's office. This file will be considered the official file for each teacher. This file will contain an official copy of all records kept pertaining to each teacher. Such records will include evaluations, official correspondence between teacher and Administration, and correspondence pertaining to each teacher, which might, in any way, affect each teacher's status. It is the responsibility of each administrator and immediate supervisor to include copies of any retained records in this official file. Each teacher may see his/her complete file at any reasonable time and may enter letters of response, with a copy sent to the Superintendent, to any item contained within the file. The District reserves the right to implement procedures designed to protect the integrity of the personnel file, but such procedure will not interfere with the right of a teacher to review his/her file in private. Each teacher will receive a copy of any item placed in this file at the time it is filed.

Discrimination

12.6 The Board agrees that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in application or administration of this agreement or any other rule, regulation, or policy relating to the terms and conditions of teacher employment against any teacher on the basis of race, color, national origin or ancestry, place of birth, religion, gender, sexual orientation or age, marital or civil union status, or against a qualified teacher with a physical or mental disability. Nothing herein will be deemed to enlarge the definition of 'dependent' for purposes of eligibility for any employee benefit program.

Executive Session

12.7 Any discussion regarding evaluation, renewal, discipline, dismissal, or salary of individual teachers, or of any complaint made against a teacher shall be considered in Executive Session, and the records shall not be open to the public. Whenever possible the teacher shall be notified at least one (1) week prior to any Executive Session in which a complaint against him or her is discussed; if it is not possible to give at least one (1) week prior notice the Board shall provide the teacher with as much notice as possible. The teacher shall be entitled to be present and/or represented by counsel at the Executive Session, to hear the discussion or complaint against him or her, and to respond to it. Further discussion may be held by the Board in Executive Session with neither the teacher nor the person(s) initiating the discussion or complaint present.

ARTICLE XIII - REDUCTION IN FORCE

Notification to Association and Affected Teacher

13.1 During the budget process the Board may identify teacher positions which may have a high likelihood of being reduced. In that event the Board or its designee will notify the Association of the likelihood of a reduction, and provide the Association with an opportunity for input. The Association may elect to meet with the Superintendent, or with the Board, to discuss the proposed reduction.

Notification to Teachers

13.2 A teacher who is to be laid off due to a reduction in force shall be notified in writing no later than March 15th. The Director or Superintendent will meet with any teacher to be laid off on or before March 15 and explain the reasons for such lay off. The teacher may elect to be accompanied at this meeting by an Association representative.

Attrition

13.3 In the event a teacher has been notified of a reduction in force, and a teaching position for which the teacher is currently licensed and endorsed becomes open prior to the end of the current school year, the teacher will be offered a contract for the open position.

Seniority

13.4 For the purposes of this Article, seniority will be computed from the beginning of a teacher's most recent period of continuous employment with the District. Seniority will begin to accrue as of the date that the teacher signed the individual employment contract. Seniority shall not be broken by extended leaves of absence, paid or unpaid, or by layoff, but such leave time shall not be counted in the computation of seniority unless the leave was for professional purposes, as determined exclusively by the Superintendent of Schools.

Seniority will accrue and be applied only within the designated subject area, support services, and/or program of study that has more than one appropriately licensed teacher. In addition, the teacher would need to have experience in the designated subject area, support services, and/or program of study as determined by the superintendent and documented via experience, license, and or certifications.

Accrual of Seniority

13.5

Program of Study – Those programs approved by the Vermont Agency of Education and possessing a CTE CIP code.

Subject Area – Refers to academic subject areas such as math, language arts, science, and social studies.

Support Services – Refers to those positions that support student learning but do not have classroom teaching responsibilities. These include: guidance and counseling, Co-op Education, and special education.

Appropriately Licensed Teacher – Teachers that hold a CTE license in the appropriate program of study, subject area, or support services.

Reduction-in-Force -Process

13.6 Teachers shall be laid off in reverse order of seniority within the designated subject area, support services and/or program of study areas. When seniority is equal, the sole determining factor will be the

recommendation of the Director/Superintendent regarding the teacher's efficacy and contribution to the District. Such a decision shall be made at the sole discretion of the Board.

A more senior teacher who is not in good standing (formal probation as a result of performance appraisal) may be laid off, upon the recommendation of the Director/Superintendent, and at the sole discretion of the Board, prior to a less senior teacher.

Seniority List

13.7 The Director/Superintendent shall be responsible for the creation of a seniority list, denoting each teacher's seniority status within each designated subject area, support services and/or program of study. A copy of the list shall be provided to the Association on or before October 1 of each school year. Appeals of information included in the seniority list shall be presented by affected teachers or the Association to the Superintendent in writing on or before November 1 of each year. Resolution of appeals shall be made by the Director/Superintendent in writing and presented to the affected teacher and the Association prior to December 1.

Seniority List – Part Time Teachers

13.8 Part-time teachers will accrue seniority on a pro-rata basis.

Recall

13.9 Teachers who are laid off shall have recall rights for two years for any future openings in the designated subject area, support services and/or program of study areas from which they were laid off. At its sole discretion, the Board may consider for recall a teacher in a department, specialty area, or division other than the one in which the teacher was originally laid off, contingent upon appropriate licensure. Notice of recall will be sent by certified mail to the last address given to the Superintendent by the teacher. If the teacher refuses to accept an offer of the same or greater full-time equivalency within fifteen (15) days of the offer, the teacher waives all future right to recall.

ARTICLE XIV--GENERAL

14.1 If any provision of this Agreement or its application is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision(s) affected.

14.2 This Agreement may only be modified in whole or in part by the parties, by an instrument in writing, duly executed by both parties.

14.3 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.

14.4 Whenever this Agreement provides for notice to be given to the Association said notice shall be transmitted through its exclusive representative, ACEa.

ARTICLE XV - DURATION

This Agreement shall be effective upon signing by the representatives of the Patricia A. Hannaford Regional Technical School District and the ACEa HCC Unit, and shall continue in effect through June 30, 2024. If negotiations do not take place or if agreement has not been reached, the present contract will remain in effect with teachers compensated in accordance with the appropriate steps in the schedule. The representatives of the Board and the ACEa will meet as provided in Article II and as required by state statute to negotiate a successor contract.

APPENDIX A

Patricia A. Hannaford Regional Technical School District

FY22 Salary Schedule for Faculty

Updated: 10/22/21

FY21 Base:	\$43,539									
% Increase	1.283%									
FY22 Base:	\$44,097									
	BA/BS		BA/BS + 15		BA/BS + 30/MA		M + 15		M + 30	
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.00	\$44,097	1.04	\$45,861	1.08	\$47,625	1.12	\$49,389	1.16	\$51,153
2	1.04	\$45,861	1.08	\$47,625	1.12	\$49,389	1.16	\$51,153	1.20	\$52,917
3	1.08	\$47,625	1.12	\$49,389	1.16	\$51,153	1.20	\$52,917	1.24	\$54,681
4	1.12	\$49,389	1.16	\$51,153	1.20	\$52,917	1.24	\$54,681	1.28	\$56,445
5	1.16	\$51,153	1.20	\$52,917	1.24	\$54,681	1.28	\$56,445	1.32	\$58,209
6	1.20	\$52,917	1.24	\$54,681	1.28	\$56,445	1.32	\$58,209	1.36	\$59,972
7	1.24	\$54,681	1.28	\$56,445	1.32	\$58,209	1.36	\$59,972	1.40	\$61,736
8	1.28	\$56,445	1.32	\$58,209	1.36	\$59,972	1.40	\$61,736	1.44	\$63,500
9	1.32	\$58,209	1.36	\$59,972	1.40	\$61,736	1.44	\$63,500	1.48	\$65,264
10	1.36	\$59,972	1.40	\$61,736	1.44	\$63,500	1.48	\$65,264	1.52	\$67,028
11	1.40	\$61,736	1.44	\$63,500	1.48	\$65,264	1.52	\$67,028	1.56	\$68,792
12	1.44	\$63,500	1.48	\$65,264	1.52	\$67,028	1.56	\$68,792	1.60	\$70,556
13	1.48	\$65,264	1.52	\$67,028	1.56	\$68,792	1.60	\$70,556	1.64	\$72,320
14			1.56	\$68,792	1.60	\$70,556	1.64	\$72,320	1.68	\$74,084
15			1.60	\$70,556	1.64	\$72,320	1.68	\$74,084	1.72	\$75,848
16					1.68	\$74,084	1.72	\$75,848	1.76	\$77,611
17					1.72	\$75,848	1.76	\$77,611	1.80	\$79,375
18					1.76	\$77,611	1.80	\$79,375	1.84	\$81,139
19					1.80	\$79,375	1.84	\$81,139	1.88	\$82,903
20							1.88	\$82,903	1.92	\$84,667
21									1.96	\$86,431
22									2.00	\$88,195

Patricia A. Hannaford Regional Technical School District

FY23 Salary Schedule for Faculty

Updated: 10/22/21

FY22 Base:	\$44,097									
% Increase	2.24%									
FY23 Base:	\$45,087									
	BA/BS		BA/BS + 15		BA/BS + 30/MA		M + 15		M + 30	
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.00	\$45,087	1.04	\$46,890	1.08	\$48,693	1.12	\$50,497	1.16	\$52,300
2	1.04	\$46,890	1.08	\$48,693	1.12	\$50,497	1.16	\$52,300	1.20	\$54,104
3	1.08	\$48,693	1.12	\$50,497	1.16	\$52,300	1.20	\$54,104	1.24	\$55,907
4	1.12	\$50,497	1.16	\$52,300	1.20	\$54,104	1.24	\$55,907	1.28	\$57,711
5	1.16	\$52,300	1.20	\$54,104	1.24	\$55,907	1.28	\$57,711	1.32	\$59,514
6	1.20	\$54,104	1.24	\$55,907	1.28	\$57,711	1.32	\$59,514	1.36	\$61,318
7	1.24	\$55,907	1.28	\$57,711	1.32	\$59,514	1.36	\$61,318	1.40	\$63,121
8	1.28	\$57,711	1.32	\$59,514	1.36	\$61,318	1.40	\$63,121	1.44	\$64,925
9	1.32	\$59,514	1.36	\$61,318	1.40	\$63,121	1.44	\$64,925	1.48	\$66,728
10	1.36	\$61,318	1.40	\$63,121	1.44	\$64,925	1.48	\$66,728	1.52	\$68,531
11	1.40	\$63,121	1.44	\$64,925	1.48	\$66,728	1.52	\$68,531	1.56	\$70,335
12	1.44	\$64,925	1.48	\$66,728	1.52	\$68,531	1.56	\$70,335	1.60	\$72,138
13	1.48	\$66,728	1.52	\$68,531	1.56	\$70,335	1.60	\$72,138	1.64	\$73,942
14			1.56	\$70,335	1.60	\$72,138	1.64	\$73,942	1.68	\$75,745
15			1.60	\$72,138	1.64	\$73,942	1.68	\$75,745	1.72	\$77,549
16					1.68	\$75,745	1.72	\$77,549	1.76	\$79,352
17					1.72	\$77,549	1.76	\$79,352	1.80	\$81,156
18					1.76	\$79,352	1.80	\$81,156	1.84	\$82,959
19					1.80	\$81,156	1.84	\$82,959	1.88	\$84,763
20							1.88	\$84,763	1.92	\$86,566
21									1.96	\$88,370
22									2.00	\$90,173

Patricia A. Hannaford Regional Technical School District

FY24 Salary Schedule for Faculty

Revised: 10/29/21

FY23 Base:	\$45,087									
% Increase	2.128%									
FY24 Base:	\$46,046									
	BA/BS		BA/BS + 15		BA/BS + 30/MA		M + 15		M + 30	
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.00	\$46,046	1.04	\$47,888	1.08	\$49,730	1.12	\$51,572	1.16	\$53,414
2	1.04	\$47,888	1.08	\$49,730	1.12	\$51,572	1.16	\$53,414	1.20	\$55,255
3	1.08	\$49,730	1.12	\$51,572	1.16	\$53,414	1.20	\$55,255	1.24	\$57,097
4	1.12	\$51,572	1.16	\$53,414	1.20	\$55,255	1.24	\$57,097	1.28	\$58,939
5	1.16	\$53,414	1.20	\$55,255	1.24	\$57,097	1.28	\$58,939	1.32	\$60,781
6	1.20	\$55,255	1.24	\$57,097	1.28	\$58,939	1.32	\$60,781	1.36	\$62,623
7	1.24	\$57,097	1.28	\$58,939	1.32	\$60,781	1.36	\$62,623	1.40	\$64,465
8	1.28	\$58,939	1.32	\$60,781	1.36	\$62,623	1.40	\$64,465	1.44	\$66,306
9	1.32	\$60,781	1.36	\$62,623	1.40	\$64,465	1.44	\$66,306	1.48	\$68,148
10	1.36	\$62,623	1.40	\$64,465	1.44	\$66,306	1.48	\$68,148	1.52	\$69,990
11	1.40	\$64,465	1.44	\$66,306	1.48	\$68,148	1.52	\$69,990	1.56	\$71,832
12	1.44	\$66,306	1.48	\$68,148	1.52	\$69,990	1.56	\$71,832	1.60	\$73,674
13	1.48	\$68,148	1.52	\$69,990	1.56	\$71,832	1.60	\$73,674	1.64	\$75,516
14			1.56	\$71,832	1.60	\$73,674	1.64	\$75,516	1.68	\$77,357
15			1.60	\$73,674	1.64	\$75,516	1.68	\$77,357	1.72	\$79,199
16					1.68	\$77,357	1.72	\$79,199	1.76	\$81,041
17					1.72	\$79,199	1.76	\$81,041	1.80	\$82,883
18					1.76	\$81,041	1.80	\$82,883	1.84	\$84,725
19					1.80	\$82,883	1.84	\$84,725	1.88	\$86,567
20							1.88	\$86,567	1.92	\$88,409
21									1.96	\$90,250
22									2.00	\$92,092

**APPENDIX B
ADDISON CENTRAL EDUCATORS' ASSOCIATION
PAHRTSD BOARD OF DIRECTORS
GRIEVANCE REPORT**

Name of Grievant _____ **Date Filed** _____ **Grievance No.** _____

Distribution of Report at appropriate steps of the process: Board of Directors, Superintendent, Director, Principal, Immediate Supervisor, Association and Teacher

STEP I – INFORMAL RESOLUTION

A. Informal resolution attempted with immediate supervisor

Not attempted

Yes – if yes, date of attempt: _____

Result of attempt: _____

B. Position of Grievant and/or Association

Signature

Date

STEP II – IMMEDIATE SUPERVISOR

A. Date Cause of Grievance Occurred

B. Statement of Grievance

C. Relief Sought

Signature Date

D. Disposition by Immediate Supervisor

Signature Immediate Supervisor Date

E. Position of Grievant and/or Association

Signature Date

STEP III - DIRECTOR

A. Date Received by Director

B. Disposition of Director

Signature of Director Date

C. Position of Grievant and/or Association

Signature Date

STEP IV - SUPERINTENDENT

A. Date Received by Superintendent _____

B. Disposition of Superintendent _____

Signature of Superintendent _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP V – JOINT FIVE ON FIVE PANEL

A. Date Received by Association President _____

B. Date Received by Superintendent/Director _____

C. Date Received by Association and Board Five on Five Panel _____

D. Recommendation of Association and Board Five on Five Panel _____

Signature for Association _____ Date _____

Signature for Board _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP VI – SCHOOL BOARD

A. Date Received by Board of Directors

B. Disposition of Board of Directors

Signature of Chair, Board of Directors

Date

C. Position of Grievant and/or Association

Signature

Date

STEP VII - ARBITRATION

A. Date Submitted to Arbitration

B. Disposition and Award of Arbitrator

Date of arbitration award: _____

APPENDIX C

Voluntary Early Retirement Program

On an annual basis, the Patricia A. Hannaford Regional Technical School (PAHRTSD) Board may make available to teachers two different options for voluntary early retirement.

1. **Retirement from Teaching:** A teacher in good standing who has accrued a minimum of 20 full time equivalent years of service as a teacher, not more than ten of which come from outside the employment of PAHRTSD in conjunction with service to UD#3, may apply for voluntary early retirement with certain severance pay benefits. For the purposes of this Voluntary Early Retirement Program, a teacher's equivalent years of service shall be determined by the Superintendent of Schools and shall equal the full-time equivalent accumulated years attained as of June 30 of the teacher's final year of employment.

In addition, at least ten consecutive years of actual credited teaching employment at PAHRTSD in conjunction with UD#3, interrupted only by leaves of absence or Reduction In Force (RIF) approved or imposed by the Board, must be served immediately prior to the teacher's Retirement Commencement Date.

At the discretion of the Board, a teacher who is not in good standing may be deemed ineligible for this Voluntary Early Retirement Program.

2. **Retirement Option A:** A teacher who desires to retire prior to accruing the required number of service years (a minimum of 30 up to the number of years required to qualify for the maximum available percentage of retirement pay) shall indicate such interest in writing no later than December 1 of the teacher's final year of intended employment with PAHRTSD. Teachers who are selected for this option shall receive assistance in purchasing up to two years of retirement service years at a total cost not to exceed \$25,000, payable directly to the Vermont retirement board on behalf of the teacher. The cost of purchase of a year of service shall be determined by the retirement board. A teacher may elect this option no later than the school year in which the teacher turns 62 years of age.

a. **Available Slots:** The Board shall determine annually the number of retirement slots available under Option A and shall announce such availability no later than November 1.

b. **Indication of Interest:** Teachers interested in exercising retirement Option A shall indicate their interest in writing to the Superintendent of Schools no later than December 1.

c. **Notification of Eligibility:** The Superintendent shall notify teachers of their eligibility for Option A by March 1. In the event that more teachers express interest for this option than slots are available, the selection shall be based on seniority in the PAHRTSD as indicated on the annual seniority list.

d. **Payment Method:** The payment for Option A will be made directly to the retirement board on behalf of the teacher per a schedule negotiated between the school district and the retirement board. Payment will be made in a manner that allows the teacher to begin collecting retirement benefits in July of the year immediately following the teacher's final contract year with PAHRTSD.

3. **Retirement Option B:** In order to minimize the impact of reductions in force on members of the teaching staff, the Board, at its sole discretion, may elect to offer a second voluntary retirement option to teachers. A teacher may request either (1) having the Board assist with the purchase of up to two retirement service years at a cost not to exceed \$25,000, payable directly to the Vermont retirement system on behalf of the teacher or, alternatively, (2) an equivalent payment, half of which will be paid each year for two years directly to the teacher. The cost of purchase of a year of service shall be determined by the retirement board.

a. **Available Slots:** For Option B, the Board shall determine the number of anticipated reductions within the Career Center. The Board shall announce to the faculty by January 1 of the year prior to the year in which the reduction is to occur the number of available slots.

b. **Indication of Interest:** Teachers interested in exercising retirement Option B shall indicate their interest in writing to the Superintendent no later than February 1.

c. **Notification of Eligibility:** The Superintendent shall notify teachers of their eligibility for Option B by March 1. In the event that more teachers express interest for this option than slots are available, the selection shall be based on seniority in the subject area and school as indicated on the annual seniority list.

d. **Payment Method:** If the payment for Option B is made directly to the retirement board on behalf of the teacher per a schedule negotiated between the school district and the retirement board, payment will be made in a manner that allows the teacher to begin collecting retirement benefits in July of the year immediately following the teacher's final contract year with PAHRTSD.

4. **Requirements Following Notification:** Upon notification by the Superintendent of acceptance of any retirement option, the teacher shall submit, within the designated time period, the following:

- A letter of resignation effective the last contractually required day of the teacher's last year of intended employment;
- A letter of acceptance of the terms of the retirement plan;
- Any completed paperwork, including but not limited to a contractual agreement between the teacher and the school, required to enact the provisions of the approved option.

5. **Part Time Teacher Eligibility:** Part time teachers are eligible for early retirement option benefits, provided that years of service shall be determined by the Superintendent on the basis of accumulated full-time equivalent years of service.

6. **Limitations:** The Board may limit the number of teachers who may elect an early retirement option in any single year.

7. **Promise Not to Teach:** A teacher who is awarded an early retirement option benefit agrees not to take a teaching position in the future within the Patricia A. Hannaford Regional Technical School District, except in cases of short-term substitute teaching at regular substitute pay. In exceptional cases where the Board believes that it is in the best interests of students to hire the teacher for a longer term, a temporary contract (see Article 4.7) of up to one year may be secured. In the event that the temporary contract is offered during the first two years following the teacher's resignation from the PAHRTSD, any outstanding payments owed the teacher shall be deferred for the year in which the temporary contract is fulfilled, unless otherwise agreed.

8. **Other Incentives:** The Board reserves the right, in exceptional cases, to offer a teacher other incentive to retire early, but only in those exceptional cases where the Board feels it is in the best interests of the district to do so. The

Superintendent will work with the Association in determining other early retirement incentives if such circumstances should arise.

9. **Non-grievable Decisions:** For the purposes of this Agreement, all eligibility requirements and decisions pertaining to determination of eligibility shall be made based upon official personnel records of the PAHRTSD. In the event of a disagreement regarding the calculation of any such requirements or the determination of eligibility, the Board's decision shall be final and not subject to the provisions of the grievance procedure.

10. **Death and Disability Treatment Under Option A or B and Other Termination of Employment:** If a teacher dies during the years of retirement payments, the remaining payments that would have been paid directly to the teacher under Option B shall be made to the teacher's designated beneficiary, or if none, to his or her estate.

If a teacher who has elected Option A or Option B ceases to be employed by the District before the Retirement Commencement Date for any reason other than normal summer inactive status, death or disability, the teacher's election to participate in the Program shall become ineffective and the District's obligations under any previously executed Voluntary Early Retirement Agreement shall cease.

11. **Budget Defeats:** If the PAHRTSD budget for a fiscal year is defeated by the voters, the Board may, at its discretion, offer slots under either or both Option A and Option B to teachers for that budget fiscal year upon an expedited timeline developed by the Board to provide acceptance by teachers prior to submission of a new budget to the voters.