

Negotiated Agreement

Between:

The Hartford School District

and

The Hartford Administrators' Association

July 1, 2020 - June 30, 2023

Table of Contents

Article I	Recognition	2
Article II	Legal Rights	2
Article III	Grievance Procedure	2
Article IV	Contract	3
	4.1 Issuance of Contract	
	4.2 Renegotiation of Contract	
	4.3 Release from Contract	
	4.4 Grounds and Procedures for Suspension, Dismissal or Reduction in Force	
	4.5 Multi-Year Contract	
Article V	Administrative Employment	4
Article VI	Evaluation	5
Article VII	Professional Growth and Development	6
	7.1 Professional Improvement Contribution	
	7.2 Sabbatical Leave (One Year or Less)	
Article VIII	Salary Schedule and Guidelines	7
	8.1 Salary	
	8.2 Procedure for responding to a salary inequity	
	8.3 Ph.D. salary differential	
	8.4 Salary Increase	
	8.5 Annuity	
Article IX	Insurance	8
	9.1 Health	
	9.2 Life	
	9.3 Dental	
	9.4 Disability	
	9.5 Pro-rated insurance benefits	
	9.6 Yearly update statement	
	9.7 Liability Insurance	
Article X	Personal Injury	9
Article XI	Leaves of Absence	9
	11.1 Sick Leave	
	11.2 Personal Leave	
	11.3 Emergency/Bereavement Leave	
	11.4 Pro-rated Leave benefits	
	11.5 Vacation Leave	
	11.6 Family Medical Leave	
	11.7 Extended (Unpaid) Leave	
-	11.8 Holidays	
Article XII	Retirement	11
	12.1 Health Insurance	
	12.2 Dental Insurance	
Article XIII	Work Stoppage	12
Article XIV	Duration of Agreement	12
Article XV	Invalidation	12
Article XVI	Physical Examination.....	13
	Signature Page	14
Appendix 1	List of Legal Holidays Observed	15

ARTICLE I
RECOGNITION

- 1.1 The Board recognizes the Association for purposes of collective negotiations as the exclusive representative of a unit consisting of all administrators, exclusive of the Superintendent, Assistant Superintendent, Director of Finance, Special Education Director and Special Education Coordinator as listed below and employed by the School Directors of the Town of Hartford.

Hartford High School Principal Assistant Principal(s) - High School
Hartford Middle School Principal HHS Student Support Coordinator
Career Center (HACTC) Director Career Center (HACTC) Assistant Director
Elementary Principal(s)

Administrative positions may be added or deleted at the discretion of the Board, except that positions may be deleted only upon expiration of the contract held by the administrator in that position.

If an administrator's position is deleted and he/she is not reassigned to another administrative position, then the Board will notify the administrator in writing of any administrative positions that become open in the District during the twenty-four months following termination of his/her position. Written notification of an opening will be provided during the in-house posting period. The administrator will be given all due consideration for any administrative position for which he/she applies and is qualified. The final decision regarding hiring will rest with the Board.

ARTICLE II
LEGAL RIGHTS

- 2.1 The board retains the exclusive right to manage the District business including, but not limited to, the hiring, assigning and retaining of all personnel.
- 2.2 Nothing contained herein shall be construed to deny or restrict any administrator such right as he/she may have under state of Vermont school laws or other applicable laws and regulations which have the effect of law.
- 2.3 School administrators shall faithfully fulfill their legal responsibilities to the District, their colleagues and their students as set forth in Vermont statute and applicable Rules and Professional Standards promulgated by the Vermont Agency of Education.

ARTICLE III
GRIEVANCE PROCEDURE

- 3.1 A "grievance," as used in this agreement, means a claim by an administrator or a group of administrators that there is disagreement or dispute as to interpretation, meaning or application of any provision of this agreement, except provisions expressly excluded from the grievance procedure contained in this agreement.
- 3.2 Procedure: When a grievance is initiated, the grievant shall start at Step 3.3 and then file the grievance with the Superintendent.
- 3.3 The grievant shall consult with the Association concerning the nature, substance or validity of the grievance. The grievant retains the right to withdraw the grievance at any step without establishing precedent. A withdrawn or settled grievance shall be in writing.
- 3.4 By mutual agreement between the grievant and an appropriate administrative official, the grievance may be passed through to the next step for original filing.
- 3.5 At least one (1) Association representative may be present for any formal meetings or other formal proceeding relating to a grievance which has been formally presented, if requested by the grievant.

- 3.6 No grievance shall be entertained unless it is filed in writing with the Superintendent within ten (10) days of the occurrence which gave rise to the grievance. The Superintendent shall, within ten (10) working days of the receipt of the appeal, arrange for a meeting to take place between himself/herself or his/her representative, a representative of the Association (when requested by the grievant), and the grievant. Following this hearing, the Superintendent will, within ten (10) working days, give his/her decision in writing, stating the reasons upon which this decision was based.
- 3.7 If the grievance is not resolved at Step 3.6, the Association shall, within ten (10) working days, forward the grievance in writing to the Board, setting forth the reasons for dissatisfaction with the decision of the Superintendent. The Board shall meet within twenty (20) working days of the receipt of notice of the grievance to consider the substance and adjudication of the dispute. The Board may, at its discretion, consult with the grievant, the Association, and members of the school administrative staff with respect to the grievance. The Board shall, within five (5) days of this hearing, notify the grievant and the Association of its decision in the matter being grieved.
- 3.8 Time periods specified in this procedure may be extended by mutual agreement in writing. For the purpose of this Article, all "days" shall mean days when the Superintendent's office (and, therefore, the District) is open for business.

ARTICLE IV CONTRACT

4.1 ISSUANCE OF CONTRACT

The Board will issue administrators' contracts no later than fifteen (15) days after the conclusion of the Annual School District Meeting, provided contract negotiations between the HSD and HAA have been completed by March 1 and the Board's proposed budget has been approved at the Annual Meeting. In the event that contract negotiations have not been completed by March 1, the Superintendent shall provide the Association with sufficient copies of a standard "letter of intent" by March 15 for distribution to Association members. Each administrator who intends to return the following school year shall complete and return the "letter of intent" to the Superintendent by April 1. In the event that the Board's proposed budget has not been approved at the Annual Meeting, the provisions of Section 4.2 shall be implemented.

Contracts issued on or before April 15 will be returned no later than thirty (30) days from the issue date. Contracts issued after April 15 will be returned no later than fifteen (15) days from the issue date. Contracts issued at the time of hire (i.e., upon initial offer of employment) shall be returned within five (5) business days. Contracts not returned within the prescribed time period shall be invalid unless an extension is submitted and granted by the Superintendent.

All administrators' contracts shall be written as twenty-four (24) month contracts after the initial probationary period of 24 months.

4.2 RENEGOTIATION OF CONTRACT

In the event that the budgetary sum ultimately voted, whether at the regular Annual School Meeting, or by any subsequent ballot, is in an amount less than that initially requested by the Board at the Annual School Meeting, the Board shall reserve the right to make adjustments as it deems necessary and proper in all line items of the budget in order to operate the District within the budgetary sum so voted. The Board will renegotiate those areas of the contract which affect salary and/or fringe benefit increases. At the conclusion of re-negotiations, contracts will be issued within seven (7) working days.

4.3 RELEASE FROM CONTRACT

The undersigned understand and agree that should the administrator present a written request for release from the contract or from a letter of intent which has been accepted prior to the stated date of termination the following notice schedule is in effect:

July	15 working days
August	25 working days
September (and thereafter)	45 working days

The administrator may be released from his/her contract or signed letter of intent only by approval of the Board. Upon Board approval, the above schedule may be waived or modified.

4.4 GROUNDS AND PROCEDURES FOR SUSPENSION, DISMISSAL OR REDUCTION IN FORCE

- A) The Board grants provisions contained in V.S.A. Title 16, Section 243 to all H.A.A. members as included in Article I of this negotiated agreement.
- B) Any administrator whose position is eliminated due to reduction in force will, if his/her professional preparation and experience qualifies him/her as determined by the Superintendent, be offered an administrative position for which he/she is currently licensed and qualified that becomes available in the District within a period of twelve (12) months from the date of lay off. Compensation and benefits for an administrator who is recalled to a new position will be determined in accordance with the provisions of this agreement. An administrator who refuses recall to a position offered, or who does not respond to a written notice of recall within the time periods delineated in Article 4.1 shall forfeit any further rights to recall. Contracts will be issued every other year.

4.5 MULTI-YEAR CONTRACT

- A) After an administrator has two full years (24 months) of service in the District as an administrator, the Board will employ the administrator on a two-year contract. The Board, through the Superintendent, will provide notice to each such administrator on or before January 15 of the last year of his/her administrative contract of its intent to renew the contract for an additional two year period. Absent timely notice of non-renewal the Board will offer the Administrator a successor two year contract.
- B) In the event that the administrator is on probation at the time of contract renewal, the decision for renewal will be deferred until conclusion of the probationary period.
- C) Section 4.5(A) of this Agreement does not in any way limit the Board's authority to dismiss an administrator during the term of his/her contract for just and sufficient cause. When the cause is failure of the administrator to perform satisfactorily his/her duties, the Board will allow the administrator a probationary period of not less than two months to remedy his/her performance.

ARTICLE V ADMINISTRATIVE EMPLOYMENT

- 5.1 Should an administrator's assignment be considered for change, a written rationale shall be provided, including specific reasons for the proposed change of assignment. The administrator involved shall have the right to have the assignment reviewed by the Board within twenty (20) working days of the administrator's request for review. A request for Board review shall be in writing. An administrator who is involuntarily reassigned to an administrative position with a differential (responsibility/salary) range equal to or less than his/her previous position will not suffer a reduction in salary for one (1) contract year, nor will the administrator's longevity differential change due to reassignment. When an administrator is involuntarily reassigned to a position with a differential range greater than his/her previous position, the administrator may retain his or her Differential up to a maximum of .03 percentage points.

- 5.2 The work year for full time administrators shall be 221 work days. Annually, administrators will establish their work schedules for the school year (July 1 through June 30) in consultation with the Superintendent. Work days do not normally include holidays or weekends when school is not open.

ARTICLE VI
EVALUATION

6.1 EVALUATION

- A) To assist the Superintendent and Board in evaluation of administrative personnel, the Superintendent may, at his/her discretion, develop an annual or semi-annual system of performance evaluation for all administrators. Any written performance documents shall be reviewed with the evaluated administrator. The Superintendent may elect to review any or all materials with the Board.
- B) Complaints made by any student, teacher, parent, or other person regarding an administrator's conduct in performing his/her professional duties which is considered to be reasonable by the administrator's superior and which adversely affects the evaluation of the administrator and/or is to be placed in an administrator's permanent file, will be reduced to writing by the Superintendent or the complainant, a copy of which will be provided to the administrator by the Superintendent within ten (10) work days of the complaint.

- 6.2 An administrator will have the right to due process and to challenge any complaint made in accordance with section 6.1 B in a hearing with the Superintendent and, upon appeal, with the Board. Should it be determined that said complaint is not fair or valid, all written material relating to said complaint shall be purged from the administrator's file. When an administrator's evaluation indicates that his/her professional and personal failures are such as to significantly lessen the effectiveness of his/her performance, to such an extent as to cause the Board to consider non-renewal of contract, the Board or its agents shall provide the administrator with a probationary period of not less than two months. The reasons for probation shall be presented in writing. The deadlines for the Board to provide notice of non-renewal under Section 4.4 and/or to issue a contract pursuant to Section 4.1 to an administrator who is in a probationary period shall be extended to a date not later than fifteen (15) calendar days beyond the date the probationary period ends. A meeting between the administrator and Superintendent, or his/her designee, shall be held within 10 days of the written notification, the purpose of which shall be to review the conditions leading to probation and the criteria developed for removal from probationary status. The administrator's right to due process and confidentiality will be adhered to during the entire probationary process. Nothing herein shall prevent the Board or its agents from extending an administrator's probationary period, the reasons and duration for which will be set forth in writing.

If an administrator is on probation at the time of contract renewal, or if an administrator is put on probation between the time the next ensuing year's contract has been signed and July 1, the salary increase for that contract year may be withheld at the discretion of the Superintendent with the approval of the Board.

ARTICLE VII
PROFESSIONAL GROWTH AND DEVELOPMENT

7.1 PROFESSIONAL IMPROVEMENT CONTRIBUTION

The District will provide a professional development incentive up to the cost of two in-state University of Vermont three graduate-credit courses for each administrator per year to be used for professional development activities approved by the Superintendent. Such activities include academic coursework, professional seminars, conferences, professional association dues, travel, and any other activity which contributes to the professional growth and development of the administrator and is approved by the Superintendent or his/her designee. Prior written approval by the Superintendent is required. The incentive will be paid as reimbursement of actual costs incurred by the administrator upon successful completion of the approved activity and the submission of appropriate receipts and proof of attendance. The Superintendent may approve prepayment.

If the administrator does not exhaust the total amount of his/her professional-improvement funds, then the unused funds will be available to reimburse other administrators up to the cost of a third UVM three-credit course for professional development activities approved by the Superintendent. The amount of unused funds will be apportioned among the number of administrators requesting additional funds according to the cost of the activities. It is also understood that unused funds can be “pooled” to support professional-development activities approved by the Superintendent that benefit the group as a whole.

7.2 SABBATICAL LEAVE (ONE YEAR OR LESS)

Professional leave with fifty percent (50%) salary may be granted, with approval of the Board, to a qualified administrator after seven (7) years of service in the District.

Conditions:

- No more than one administrator on leave each year.
- Contingent upon the administrator’s return to the District for two (2) years as per written agreement. If the administrator does not return to his/her position for a minimum of two (2) years, then he/she shall be obligated to reimburse the District for all of the costs (salary and benefits) associated with the sabbatical leave.
- The administrator on sabbatical leave shall be entitled to receive fifty percent (50%) of his/her annual salary.
- Applications for a sabbatical leave must be submitted to the Superintendent prior to October 15th of the school year preceding the sabbatical leave. The decision for final approval shall remain with the Board and shall be announced within 30 days of the request. The decision of the Board is final and not subject to grievance.
- An administrator may apply for a sabbatical leave of less than one year or less than full-time.
- The sabbatical program must be of value to the District, as well as to the administrator.
- The Board may request such information as needed to decide upon the merits of the sabbatical request. Granting of the sabbatical leave request shall entitle an administrator to maintenance of medical, dental, disability and life insurance benefits provided by the District, contingent upon the administrator’s return for two years to the District. While out on leave, the administrator will be responsible for his/her portion of these benefits and the premium will be withheld from the administrator’s paycheck.

ARTICLE VIII
SALARY GUIDELINES

8.1 SALARY

Absent extenuating, non-discriminatory circumstances as provided for in this Article, the Superintendent will utilize the following formula in establishing the starting salary for a newly hired administrator:

$$\text{Salary} = \frac{\text{Base} \times (1 + \text{Differential}) \times (\text{number of days administrator is contracted to work}^*)}{(\text{number of contract days based on HEA negotiated agreement})}$$

* Full time is 221 days

Base – The salary amount on the current year’s HEA Salary Schedule, considering the administrator’s years of experience in education and attained educational level.

Differential – Percent over teacher’s salary at appropriate step on the current salary schedule at the time of hire.

The Superintendent determines a newly hired administrator’s Differential. The Differential range for any newly hired administrator will not be lower than .17 or higher than .25.

If requested by the HAA, the Superintendent will provide the HAA with justification for placement within the differential range upon offering of the contract.

8.2 Upon the recommendation of the Superintendent and with the approval of the Board, an administrator’s salary can be increased if an inequity in that administrator’s salary is identified by November 30 for the succeeding year.

8.3 Upon attainment of a PhD Degree or an Ed.D, an Administrator can request of the Superintendent a one-time salary increase of up to .5% based on the Administrator’s current fiscal year salary. The request must be made by December 1st of the preceding school year. Official transcripts, or a letter of completion, if transcripts will not be immediately available, conferring the degree from an accredited college or institution, must be submitted prior to the year in which the salary increase will be implemented. If the request is approved, the salary increase will be applied to the Administrator’s salary in the following fiscal year.

8.4 Salary Increase

- A. 2020-2021: Administrators employed on an administrative contract during the 2020-2021 fiscal year (July 1 through June 30) shall receive a salary increase for the 2020-2021 fiscal year equal to \$2,621.00.
- B. 2021-2022: Administrators employed on an administrative contract during the 2021-2022 fiscal year (July 1 through June 30) shall receive a salary increase for the 2021-2022 fiscal year equal to \$2,687.00.
- C. 2022-2023: Administrators employed on an administrative contract during the 2022-2023 fiscal year (July 1 through June 30) shall receive a salary increase for the 2022-2023 fiscal year equal to \$2,755.00

8.5 ANNUITY

Each year the District will contribute to a tax-sheltered annuity [403(b)] plan of the administrator’s choice a sum equal to a percentage of the administrator’s salary. The percentage of contribution will depend on the administrator’s years of service in the Hartford School District, in accordance with the following chart:

<u>Years of Service</u>	<u>Contribution (as % of salary)</u>
Year 0-5	2.5% each year
Year 6-10	3.5% each year
Year 11- 15	4.5% each year
Year 16 and each year thereafter	5.5% each year

The proceeds in the plan shall belong to the administrator and his/her beneficiaries.

In determining an administrator’s “ years of service” in the Hartford School District, previous experience in a position covered by the Board’s Negotiated Agreement with the Hartford Education Association [Teachers] will be counted on a 2-for-1 basis (that is, two years as a “teacher” in the Hartford School District will equal one year as an administrator).

* Administrator’s salary as determined by the provisions of Article VIII and shall not include any remuneration that may be afforded by other articles of this Agreement.

ARTICLE IX
INSURANCE

9.1 HEALTH

All full time administrators shall be eligible for the same health insurance coverage and subject to the same financial contributions as provided for full time teachers in the current school year’s HEA negotiated agreement.

9.2 LIFE

All professional administrative personnel shall receive term life insurance in an amount equal to 2 times his/her annual base salary (i.e., prior to retirement benefits, annuities, and other special payments) to be paid by the District. An administrator may purchase additional coverage under the same group policy by self-funding the additional premium costs to the extent allowed by the insurance carrier.

9.3 DENTAL

All professional personnel employed on an administrative contract shall receive the same coverage and financial support for an approved dental plan as provided to teachers in the current school year’s HEA negotiated agreement.

9.4 DISABILITY

The Board agrees to provide a disability insurance policy, with payment of two-thirds of the administrator’s salary up to a maximum monthly benefit of \$6,000 with an elimination period of 90 consecutive calendar days). An administrator who is or may be eligible for coverage under the district’s long term disability (LTD) policy shall make a timely application for coverage under the LTD Plan. An administrator may not use more sick leave than is necessary to meet the 90 calendar day elimination period for the LTD plan. In the event that the administrator uses all of his/her sick leave before reaching the elimination period and the administrator remains unable to work due to illness or injury as certified by a licensed medical professional, the district will provide the administrator with sick leave days to cover the gap.

Once an administrator is on the LTD plan, he/she may use his/her sick leave to make up the difference between his/her regular salary and compensation received from the LTD plan.

If an administrator's application for coverage under the LTD Plan is denied by the insurance carrier, but the administrator remains unable to work due to illness or injury as certified by a licensed medical professional, the administrator may continue to utilize his/her sick leave.

If an administrator's application for coverage under the LTD plan is denied and the administrator uses all remaining sick leave, the District will provide the administrator with an additional 50 days of sick leave. In such circumstances the District may require the administrator to submit to a second medical examination performed by a medical professional selected by the District as a condition of continued use of sick leave. The District will pay for the cost of such medical examination to the extent such costs are not covered by the administrator's health insurance.

9.5 In the case of an administrator who works fewer than 221 days, his/her insurance coverage under this Article will be prorated based upon the number of days in that administrator's contract divided by the number of days in the current school year's HEA negotiated agreement. (For example, in 2017-2018, an administrator will receive full insurance benefits if he or she is contracted to work at least 185 days.)

9.6 STATEMENTS

The Board shall provide each administrator on July 1 each year with a statement of all his/her medical, life, dental, disability, and liability insurance coverage, specifying the name of the carrier and policy limits.

9.7 The Board purchases liability insurance covering the acts and omissions of administrators as required by 16 V.S.A §1756.

ARTICLE X
PERSONAL INJURY

Whenever an administrator is absent from school as a result of injury incurred in the course of the administrator's employment, and said injury is compensable under Workers' Compensation, the Board shall pay to such administrator the difference between the Workers' Compensation benefits for lost salary and the applicable daily administrator's rate for up to six (6) calendar months with no charge to sick leave or other benefits, thereafter the difference to be paid and charged pro rata only to the extent of the administrator's available sick time.

ARTICLE XI
LEAVES OF ABSENCE

11.1 SICK LEAVE

A. Each administrator shall receive seventy-five (75) sick leave days. The administrator's seventy-five (75) sick leave days shall be replenished at the start of each fiscal year (July 1). Sick leave days shall not accumulate from year to year and no administrator may accumulate more than seventy-five (75) sick leave days at any point in time. Sick leave days may be utilized for injury or illness which prevents an administrator from performing his/her duties on a short or long term basis. Sick days awarded under this section have no cash redemption value upon the resignation or retirement of the administrator. Up to ten (10) days of an administrator's sick leave may be used for illness in the administrator's immediate family each contract year.

11.2 PERSONAL LEAVE

Professional personnel employed on an administrative contract shall receive three (3) personal days per year as approved by the Superintendent. These days are not cumulative.

11.3 EMERGENCY/BEREAVEMENT LEAVE

Professional personnel employed on an administrative contract shall receive three (3) emergency or bereavement days per year as approved by the Superintendent. These days are not cumulative

11.4 The number of sick, personal and emergency days will be prorated based on the number of contract days when an administrator works less than full time (221 days).

11.5 VACATION LEAVE

Full time professional personnel employed on an administrative contract shall receive twenty-five (25) days of vacation leave each fiscal year, July 1 through June 30.

- A) Administrators who work less than 221 days will not receive vacation leave and must schedule workdays based on the fulfillment of duties associated with his/her job description. The schedule for workdays must be approved by the administrator's supervisor.
- B) Vacation leave must be taken within thirteen months of the beginning of the fiscal year (by July 31 of the year following the beginning of the fiscal year). Unused vacation leave shall not be accumulative.
- C) No more than four weeks' vacation may be taken in the summer months.
- D) The schedule for vacations by personnel affected by this policy must be approved by the Superintendent of schools.

11.6 FAMILY AND MEDICAL LEAVE

- A) In accordance with the Family & Medical Leave Act of 1993 ("FMLA") and the Vermont Parental & Family Leave Law ("VtPFLA"), an administrator who has been employed by the District for at least one year is eligible for up to twelve (12) weeks of unpaid leave during a 12-month period in accordance with the provisions of FMLA or the VtPFLA, as applicable.
- B) Administrators on family and medical leave may substitute paid leave for unpaid leave to the extent provided in the FMLA or VtPFLA, and as otherwise provided by this agreement.
- C) The administrator must provide 30-days advance notice when the leave is "foreseeable". The Board may require medical certification to support a request for leave due to a serious health condition and may require, at the Board's expense, second or third opinions. Following leave for a serious health condition, the administrator must provide a physician's certification indicating the administrator's fitness to return to work.
- D) For the duration of the leave, the Board will maintain the administrator's negotiated insurance benefits in place at the time of the leave. The Board and the administrator will continue to pay their respective share of the insurance premium during the leave period. The use of family and/or medical leave cannot result in the loss of any employment benefit that has accrued prior to the start of the leave.
- E) Any circumstance or question regarding family and medical leave not specifically addressed by the Negotiated Agreement shall be covered by provisions of the Family & Medical Leave Act of 1993 (federal law) or the Vermont Parental & Family Leave Law, whichever is applicable.

11.7 EXTENDED (UNPAID) LEAVE

- A) An unpaid leave of absence of up to one year may be granted at the Board's discretion for the purpose of child rearing/adoption; health where an administrator's health warrants it; or academic study, foreign exchange programs and vocational programs.
- B) The Board shall consider all requests recommended by the Superintendent. Leave requests for the duration of a full school year shall be submitted to the Superintendent by December 15 of the prior year. Leaves for a shorter duration or emergency leaves may be requested at any time.
- C) Return from an unpaid leave of absence shall coincide with the beginning of the school year. Return during the school year shall be at the discretion of the Superintendent. An administrator returning from an unpaid leave of absence shall be offered a contract under the same conditions that prevail for all other administrators under contract at that time.
- D) The Board may, at its discretion, extend any unpaid leave that has been granted to an administrator.
- E) Administrators on unpaid leaves of absence shall continue to be considered members of the bargaining unit and shall be eligible for negotiated insurance benefits by self-funding the full cost of such benefits at the group rate. No other fringe benefits afforded under the contract shall be applicable to an administrator on an unpaid leave.

11.8 HOLIDAYS

In addition to the holidays listed in Appendix 1, non-work days for Administrators shall include the next working day off after Thanksgiving and the day off before or after Christmas.

ARTICLE XII RETIREMENT

To be eligible for the provisions of this article, an administrator shall provide written notice of his/her intent to retire from the Hartford School District not later than November 15th of the school year in which he/she retires.

12.1 HEALTH INSURANCE

Upon retirement and enrollment in the Vermont State Teachers Retirement System ("VSTRS") an administrator at least fifty-five (55) years of age or with 25 years of service in education, whichever comes first, and who will complete ten (10) or more years as an administrator in the District prior to retirement, will receive from the District a portion of his/her cost for premium coverage (that is, the administrator's out-of-pocket premium cost, above and beyond the premium benefits the retiree receives through the Vermont Teachers' Retirement System based on the cost of the VEHI Dual Option Plan (or successor Plan offered by VSTRS).

For each of the first five years following the administrator's retirement, the District will reimburse the retiree 85% of his or her out of pocket premium cost for single or double coverage based on the cost of the VEHI Dual Option Plan (or successor Plan offered by VSTRS). In the event a retired administrator selects a more expensive Plan from those offered by the VSTRS the administrator will be responsible for the additional premium cost.

For five additional years, the District will reimburse the retiree for 60% of his or her premium cost for single or double coverage.

In lieu of health coverage through the Vermont Teachers' Retirement System, the retiree will have the option of remaining with the District's health plan (Article 9.1) for as long as he or she meets applicable eligibility requirements. However, the District's reimbursement for single or double coverage shall not exceed the amount which the District would reimburse the retiree if he or she chose the plan in effect through the Vermont Teachers' Retirement System.

There will be no duplication for payments made by another employer, or if the administrator is receiving or is eligible to receive insurance benefits from another source, or if group health insurance benefits (other than Medicare) for the retired administrator come to be funded under a public funding requirement mandated by the State or federal government.

The provisions of this Article 12.1 shall expire and sunset in their entirety on June 30, 2023.

12.2 DENTAL INSURANCE

An administrator who satisfies the conditions of 12.1 shall receive premium coverage for an approved dental plan as described in 9.3. The premium coverage will be for 75% of the total premium for single or double coverage for five years and for 50% of the total premium for single or double coverage for an additional five years.

ARTICLE XIII WORK STOPPAGE

- 13.1 During the terms of this agreement, neither the Association nor any employee shall engage in, or in any way authorize, encourage, instigate, aid or coerce any strike, work stoppage, slowdown, walkout, sit-down or concerted refusal to work.

ARTICLE XIV DURATION OF AGREEMENT

- 14.1 This agreement shall, except as otherwise expressly provided herein, become effective July 1, 2020.

This agreement shall continue in full force and effect until June 30, 2023 and it shall be automatically renewed and continued in effect from year to year thereafter unless written notice of termination is given by either party to the other on or before October 1, of the school year in which this agreement expires, or of any year thereafter. However, this agreement may be extended from time to time beyond its expiration date by mutual agreement in writing by the representative of the District and the Administrators' Association.

The H.S.B. and the H.A.A. agree to negotiate salary and fringe benefits yearly if notification to pursue same is rendered on or before October 1 for the following year. It is the intent of both parties to avoid, if reasonably possible, negotiating the agreement in its entirety in the same year that the Board and either the Hartford Education Association (teachers) or the support-staff bargaining unit are negotiating their agreement in its entirety.

ARTICLE XV INVALIDATION

- 15.1 If any section, sub-section, provision, clause, or portion of this contract shall become invalid as deemed so by a court of competent jurisdiction, or by laws and regulations which have the effect of law, such portion shall be deemed a separate, distinct and independent provision, and such invalidity shall not affect the validity of the remaining portions thereof. In the event that any portion of this contract is deemed invalid, the Board and the Association agree to renegotiate immediately the portion or portions of the contract determined to be invalid, unless by law said portions are ruled to be non-negotiable.

ARTICLE XVI
PHYSICAL EXAM

- 16.1 If the Superintendent has reason to believe that an administrator's job performance may be impaired by a physically or emotionally related health problem, the administrator shall be required to undergo a medical examination. Said administrator shall be required to present a signed statement from a mutually agreed upon, duly licensed and qualified physician and/or health care provider attesting to the person's physical and/or emotional competence to perform his/her contracted job responsibilities. An administrator shall have the right to present any objections to such a request to the Board within 5 days of the initial request. The Board shall either withdraw or reaffirm the request. Failure to comply with such a request shall be grounds for dismissal.

All reports from health care providers shall be treated as confidential and shared only with those staff members who, in the judgment of the superintendent, have a need to be informed.

Criteria: A lessening of one's job performance that may be caused by a condition detectable through a medical examination. Indications may include such factors as: a pattern of absences over a period of time; a series of related complaints concerning an administrator's behavior from students, parents and/or colleagues; and/or a significant and unexplained change in one's job performance.

Records: A report form will be developed indicating 1) if the administrator is medically able to perform one's duties; 2) if treatment is recommended in order to resolve the performance issue; and 3) if so, is the administrator complying with the treatment recommendation. This report would become part of the administrator's personnel file only.

Decisions: All decisions will be based upon the administrator's job performance and ability to fulfill his/her job-related responsibilities. Such decisions can be grieved to the extent that all performance-based decisions can be grieved.

In witness whereof the parties agree to be bound by this agreement as evidenced by the signatures below.

Hartford Board of School Directors

Kevin B. Chucho

Nancy Russell

Paul M. ...

Peter Merrill

Dated: 12/11/19

Hartford Administrators' Association

[Signature]

[Signature]

Dated: _____

Appendix 1

A. Legal Holidays in Vermont:

New Year's Day
Martin Luther King, Jr's Birthday
Lincoln's Birthday
Washington's Birthday
Town Meeting Day
Memorial Day
Independence Day
Bennington Battle Day
Labor Day
Indigenous Peoples Day
Veteran's Day
Thanksgiving Day
Christmas Day

- B. When a holiday falls on a regular District business day school is in session, the District will schedule another day off in lieu of that holiday. On or before July 1 each year, the District will notify administrators which holidays will be rescheduled to alternate days and which holidays may be taken by the administrator as a "floating" holiday.

**Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations
Between the Commission of Public School Employee Health Benefits Pursuant to the
Provisions of 16 V.S.A. Chapter 61**

Article I. Recognition:

1.1 In accordance with 16 V.S.A. Chapter 61 (Act 11 of the 2018 Special Session of the Vermont General Assembly) (hereafter Act 11) , the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by Act 11. The five publicly elected school board member Commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by Act 11. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission on Public School Employee Health Benefits (Commission).

Article II. Definitions:

2.1 The following definitions shall be applicable to this document of the Commission (Document):

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment

services requiring a professional administrator's license from the AOE.

- c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

Article III. Scope of Bargaining:

3.1

- a) Determining eligibility for health benefit plans and tiers of coverage for school employees;
- b) Standardizing the duration of health insurance coverage during a term of employment;
- c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time.
- d) Researching, vetting and establishing a system of third-party administration that is efficient and competent, technologically sophisticated and manageable, and accountable to employers and employees;

3.2 The parties agree that nothing herein is intended to preempt or regulate an aspect of educational system employment that is outside of the statutory jurisdiction conferred upon the Commission.

Article IV. Plan Offerings:

4.1 All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative (VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.

Article V. Eligibility for Health Benefit Coverage:

5.1 Beginning on January 1, 2021, all public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with an employer subsidy to pay for premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans (e.g., Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

5.2 Full-time status for determining the amount of employer-subsidized coverage for premium costs will be based on full time or full time equivalent (FTE) definitions as locally negotiated or determined.

5.3 Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.

5.4 Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.

5.5 Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start at the earliest possible date consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.

5.6 An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy the following criteria and submit the attached affidavit to the district business office.

Domestic Partner/Child(ren) of Domestic Partner

The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and

The employee and the domestic partner are 18-years old or older; and

Neither the employee nor the domestic partner is married to anyone; and

The employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and

The employee and the domestic partner are competent to enter into a legally

binding contract; and

The employee and the domestic partner have agreed between themselves to be responsible for each other's welfare.

The employee may be required to produce documentary evidence in support of a Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership.

Child[ren] of Domestic Partner:

The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and

The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and

The child[ren] resides with the employee and the domestic partner; and

The employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

5.7 Duration of Insurance Availability: the health insurance offered under this Document shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect a district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.

Article VI. Premium Cost-sharing: Employers and Employees:

6.1 **For Teachers, Licensed School Administrators:** Each employer will contribute eighty (80%) percent of the Gold CDHP or eighty (80%) percent of the Silver CDHP for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

6.2 **For all Other School Employees:** The premium split for support staff will be status quo in the separate districts through December 31, 2021, but in no case shall exceed twenty (20%) percent of Gold CDHP or Silver CDHP plan for any tier of coverage. Beginning on January 1, 2022 all support staff who are not at the 20% premium contribution level will increase the employee contribution by not more than two (2%) percentage points, not to exceed twenty (20%) percent for any tier of coverage. The amount of money available for Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage in the Platinum or Gold (non-CDHP) VEHI plans.

Article VII. Out-of-Pocket Cost Sharing: Employers and Employees

7.1 For employees and their dependents enrolled in the VEHI Gold CDHP, employers will pay medical and pharmacy out-of-pocket (OOP) costs with first dollar contributions through a HRA in the following amounts: for licensed administrators and teachers: \$2100 for single-tier coverage and \$4200 for all other tiers of coverage; for support staff \$2200 for single-tier coverage and \$4400 for all other tiers of coverage. This amount of money can be credited at the employee's discretion toward the OOP any other VEHI plan. For employees enrolled in the VEHI

Silver CDHP, employers will pay medical and pharmacy OOP costs with first dollar contributions through an HRA or HSA, at the individual employee's discretion, in the following amounts: For licensed teachers and administrators: \$2100 for a single tier and \$4200 for all other tiers; for support staff \$2200 for a single tier and \$4400 for all other tiers.

Article VIII. Employees Under Part-time Contract in Two or More Districts/Supervisory Unions:

8.1 Cost Sharing: Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof on the basis of all such contracted for work, shall be eligible for health insurance coverage according to this Document ("Eligible Employee with Multiple Employers") as follows: Each district will bear a proportional premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee's contract. For example, if district "A" has a 60% employment contract/relationship with the school employee, District "A" will be responsible for 60% of the total district costs sharing responsibility set forth herein.

8.2 Plan Administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee's insurance benefits.

8.3 Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Document during the course of any one calendar year the employee's coverage under the plan shall remain unchanged. However, the employer obligations under this Document shall be appropriately pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.

Article IX. General:

9.1 All terms and conditions of this Document will be incorporated by reference into existing collective bargaining agreements in accordance with applicable laws.

9.2 All terms and conditions of this Document will be incorporated by reference into school policies or individual employment contracts that govern health benefits for school employees not in recognized bargaining units in accordance with applicable laws.

9.3 Nothing in this Document shall be construed to deny, restrict or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's Family and Medical Leave Laws, or other state and federal statutes.

Article X. Duration of Statewide Document:

10.1 Two and one-half years commencing July 1, 2020 (per statute) with the stipulation that the status quo prevailing in the various districts with respect to health care will remain in effect between July 1, 2020 and December 31, 2020 and to then implement the new state-wide changes on January 1, 2021 in order to correspond to the health care plan's calendar year status and IRS regulations regarding HRA/HSA funding.

Article XI. Transitioning to a Statewide Third Party Administrator Services in the Interim:

11.1 Employers shall pay the administrative expenses charged by the Third Party Administrator (TPA).

11.2 Autopayment to providers will be the default payment method unless requested otherwise by the bargaining unit.

11.3 The TPA chosen shall be able to provide debit cards to facilitate payments when auto-payment is not an option. Debit cards must be provided to employees prior to January 1st of each year of this Document.