

HARTFORD SCHOOL DISTRICT
AND
HARTFORD EDUCATION ASSOCIATION

NEGOTIATED AGREEMENT

FOR THE

SCHOOL YEARS 2015-2017

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PREAMBLE

This contract is entered into by the contracting parties in order to effectuate the provision of Title 16, Chapter 57, of the Vermont Statutes Annotated, to encourage and increase effective and harmonious working relationships between the Board and the teachers of the Association and to enable the teachers to negotiate on salaries, related economic conditions, and the process for handling grievances relative to employment, consistent with the provisions of the Vermont State Law.

ARTICLE I
RECOGNITION

- A. This contract is herein entered into between Hartford School Board, hereinafter to be known as the "Board," and the Hartford Education Association, hereinafter known as the "Association."
- B. The Board recognizes the Association as the sole and exclusive representative for collective bargaining purposes concerning the terms and conditions of employment and other matters of mutual concern for all teacher employees of the Board subject to representation under Chapter 57 of 16 V.S.A., as amended, (Labor Relations for Teachers), but excluding administrators and all other employees.

ARTICLE II
DEFINITIONS

- A. Unless otherwise herein stated, days shall mean calendar days.
The school year shall consist of 185 contract days, with up to 180 days allocated to teaching. Any days not scheduled as teaching days may be assigned by the Administration as non-student in-service/work days.
 - One in-service day prior to the opening and at the closing of school shall be free of meetings except when emergency dictates or by mutual agreement of parties concerned.
 - One and a half in-service days shall be designated for high school teachers for teacher-directed professional activities during the rollover period between semesters.
 - One and a half in-service days in the Fall shall be designated for elementary parent conferences/middle level student led conferences. In the event the administration requires either elementary parent conferences or middle level student led conferences in the spring one and a half days shall be provided for that purpose.
- B. Snow days or other emergency closing days will be made up after the regular school year is completed.
- C. The Association shall be given an opportunity to consult with the Superintendent about the school calendar upon request.

ARTICLE III
NEGOTIATIONS

- A. No earlier than September 15 of the school year in which contract expires, and not later than October 15, the Board and the Association agrees to begin negotiations in order to arrive at a successor contract. All negotiations shall be conducted in accordance with and pursuant to Title 16, Chapter 57, Vermont Statutes Annotated. During negotiations the Board and the recognized association shall present relevant data, exchange points of view, and make proposals and counter proposals.
- B. The Board shall make available to the Association for inspection all public records of the Hartford School District. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. The Board agrees not to negotiate or otherwise deal with any teachers' organization other than the Association identified in this contract during the duration of the Association's legal certification.

ARTICLE IV
COMPLIANCE

This contract is a complete agreement between the contracting parties on all matters agreed to in negotiation. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties, except when such agreements shall be reduced to writing by the mutual consent of both parties.

ARTICLE V
TEACHER RIGHTS

- A. Teachers shall have the right to or not to join, assist, participate in any teachers' organization of their choosing.
- B. Neither the Board nor any employee of the Board serving in any capacity, nor the Association nor any officer of the Association, shall interfere with, restrain, coerce, or discriminate in any way against or for any teacher or administrator engaged in activities protected by legislation.
- C. A teacher shall not be suspended, disciplined, reduced in compensation, non-renewed, or dismissed without just and sufficient cause.
- D. Neither the Board or its agents nor the Association or any of its members shall discriminate against any teacher by reason of his/her membership or non-membership in the Association, or his/her participation in any grievance consistent with the terms and procedures of this contract.
- E. Neither the Board or its agents nor the Association or any of its members shall discriminate in the hiring and/or treatment of any teacher on the basis of race, creed, color, age, religion, national origin, sex, marital status, handicap, sexual orientation, or domicile.

F. Personnel file

1. The District shall maintain one official personnel file for each teacher that is kept in the Superintendent's office. An unofficial working file may be kept in the principal's and/or supervisor's office and teachers shall not have access to such a file. In the event that documents are added to a teacher's official personnel file after the teacher's employment with the District has terminated, a copy of said document shall be sent to the teacher via certified mail. When an administrator/supervisor leaves the employment of the District, the contents of any working file kept by said administrator/supervisor shall be destroyed or transferred to the teacher's official personnel file within four (4) months of the administrator's/supervisor's departure.
 2. Each teacher shall have the right, upon request, to review the contents of his/her official personnel file. Upon reviewing the file, the teacher shall initial and date the contents thereof. Such initialing is for the purpose of establishing that the teacher has been informed of the material and is not to be construed as agreement or disagreement with the material.
 3. A teacher shall be sent a copy of any material before it is placed in his/her official personnel file and the teacher shall have the right to a copy of any material on file at personal expense.
 4. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her official personnel file unless he/she has had an opportunity to review the material. The teacher shall acknowledge that he/she had the opportunity to review such material by signing and dating the copy. This action by the teacher in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.
 5. At least once every two years, a teacher will have the right to indicate those documents and/or materials in the teacher's official personnel file which the teacher believes to be obsolete or otherwise inappropriate for retention. These documents will be reviewed by the superintendent, and if the superintendent agrees, these items will be destroyed. A teacher shall have the right to file a written objection to the retention of certain documents under this section and to have such objection attached to the documents in dispute.
 6. Teacher records with regard to use of personal, emergency, sick days and other leave days shall become part of a teacher's file.
 7. No material shall be included in a teacher's official personnel file under conditions other than those set forth above.
- G. Any complaint that is made against a teacher to a member of the administration by a parent which the administrator deems serious enough to become a matter of formal record shall be promptly called to the teacher's attention. No such complaint shall become a matter of formal record unless it is in written form. This shall consist of a written complaint signed by the complainant, or if written by the administrator on behalf of a complainant, the complaint must be signed by the complainant in the presence of a third party acting as a witness. Following a thorough investigation by appropriate personnel, which may involve a meeting with the complainant, teacher and principal, should the issue raised in the complaint be of such a nature that it may affect the evaluation of the teacher, then procedures in Article V, E1, 2, 3, 4, 5 and Article VII, A,B,C, will prevail.

- H. All teachers have the right to a duty-free lunch of at least twenty minutes.
- I. All teachers shall have a duty-free daily planning time of at least 45 minutes. Planning time should be a continuous 45 minute block of time.

"Planning time" shall be defined as that part of a teacher's day, exclusive of a duty-free lunch period, when a teacher is neither teaching nor supervising students but instead is *preparing* for instruction or other student-related responsibilities. Except for emergencies or other extenuating circumstances, planning time shall be teacher-directed. A teacher may voluntarily conduct an activity with students or other teachers during his/her planning time. The board and the Association acknowledge that teachers have and will continue to perform all duties necessary to meet their professional responsibilities to the students and the district.

Whenever possible, IEP meetings, EST meetings, or other activities that require the teacher's attendance should not be scheduled during the teacher's planning time without the agreement of the teacher

1. Principals have the right to assign and set reasonable deadlines for tasks that require groups (teams) of teachers to work collaboratively. Teachers may choose—but are not required—to use their planning time to accomplish these tasks. Teachers may instead agree to meet before or after school to collaborate on these tasks.
 2. Part-time teachers shall have their planning time prorated on the basis of the amount of time for which they are paid each day in comparison to the minimum length of a full-time teacher's day.
- J. The Administration will make a good faith effort to schedule classes and prep periods for part-time teachers consecutively.

K. Copyrights and Intellectual Property

In consideration of the District's financial support for professional development of its teaching staff, and the salary and other payments made to teachers for development of materials related to the learning process, the Parties agree that any and all curricula, tests, lesson plans, books and other learning materials and intellectual property developed by teachers during the period of their employment as well as any related monetary remuneration shall be shared between the teacher and the Hartford School District on a 50% - 50% basis.

L. Distance Learning

The Administration will notify the Association before any existing Hartford School District learning program is replaced by distance learning or other off campus instruction or program. The Administration will meet with the Association upon request to discuss the impact, if any, that said change may have on the educational opportunities for students and the working conditions of teachers.

M. Bullying

The Board will develop a policy related to bullying in employment.

N. Mentoring Language

It is recognized that the induction of new teachers through a formalized mentoring program will help to promote excellence in teaching and improve student achievement. The focus of this program will be to build a supportive environment for new teachers within the context of school improvement. Veteran teachers may be asked or encouraged to mentor a new staff member but will not be required to do so.

Mentors will be compensated for this work.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a claim by a teacher, a group of teachers, or the Association that a dispute or disagreement of any kind exists involving interpretation or application of this agreement.

B. Time Limits

During the school year, all time limits stated herein shall consist of school days exclusive of vacation periods. From the last day of the school year until the first day of the next school year, all time limits shall be calendar days. However, in the event a grievance is filed at such a time that it cannot be processed through all the steps of the grievance procedure by the end of the school year, the parties will make every effort to expedite the procedure so that it will be finished prior to the end of the school year or as soon thereafter as is practical.

C. Grievant's Rights

A grievant may choose whomever he/she wishes to represent him/her at any stage in the grievance procedure. The grievant shall notify the Board of the name and professional title of the party he/she chooses to represent him/her. A representative of the Association may attend any meeting relating to the administration of the grievance when the Grievant elects to be represented by a person or entity other than the Association in order to maintain consistency in the administration of the contract.

D. Procedural Requirement

1. A grievance to be considered under this procedure must be formally initiated within twenty (20) days from the time when the grievant knew, or should have known, of its occurrence. Failure to initiate a grievance other than a continuing grievance within the aforementioned twenty (20) days shall waive the right to proceed with the grievance.
2. If a grievance is not taken to the next step within the time limit specified, the right of appeal is considered waived and the grievance terminated.
3. The administration will notify the Association of all formal meetings that are to be held pursuant to this grievance procedure; a representative of the Association shall have a right to be present at any such meeting.

E. Informal Discussion

Nothing contained within this grievance procedure shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without the intervention of the Association, provided such adjustment is not inconsistent with the terms of this Contract.

F. Step One

1. Any teacher, or the Association, having a grievance may elect to discuss it first with the appropriate administrator in an attempt to resolve the matter informally at that level.
2. If the matter is not resolved informally, the grievant may formally submit the grievance in writing to the appropriate administrator with a copy to the Chair of the Grievance Committee of the Association, outlining the following:
 - the name and position of the aggrieved party;
 - the nature of the grievance pursuant to this Article;
 - the time and/or place the alleged incident or action leading to the grievance occurred;
 - the identity of the party felt responsible for the incident or action leading to the alleged grievance, if possible;
 - a brief narrative of the circumstances causing the grievance; and
 - the remedy sought by the aggrieved party.
3. Within seven (7) days of the receipt of the written grievance, the appropriate administrator shall arrange for a meeting for the purpose of further discussion and attempts at resolving the issues. The administrator shall give his decision in writing to the grievant with a copy to the Association within seven (7) days of the hearing.

G. Step Two

1. No later than seven (7) days after the receipt of the decision of the Step One administrator, or within fourteen (14) days of the meeting if the Step One administrator does not render a decision within the time limit, or within seven (7) days of the date of the grievance if the Step One administrator does not arrange the meeting within the time limit specified, the grievant may appeal to the Superintendent of Schools, in writing, with a copy of the grievance setting forth the reason for this dissatisfaction with the decision of the Step One administrator. The grievant will send a copy of the appeal and the grievance to the Chair of the Grievance Committee of the Association.
2. Within seven (7) days of receiving this notice of appeal, the Superintendent shall arrange a meeting with the grievant. Following this meeting, the Superintendent will give his/her written decision to the grievant along with a copy to the Association, within seven (7) days of that meeting.

H. Step Three

1. No later than seven (7) days after the Superintendent gives his/her decision, or within fourteen (14) days of the meeting if the Superintendent does not render a decision within the time limit, the Association or the grievant may appeal to the Board, in writing, with a copy of the grievance setting forth the reason for his/her dissatisfaction with the decision of the Superintendent. The grievant will send a copy of the appeal and the grievance to the Chair of the Grievance Committee of the Association.
2. Within twenty (20) days of receiving this notice of appeal, the Board, or a committee of the Board, will meet with the grievant. Following this meeting the Board, or committee of the Board, will give its written decision to the grievant along with a copy to the Chair of the Grievance Committee of the Association, within fourteen (14) days of the meeting.

I. Step Four

1. The decision of the Board on the claim(s) may be appealed to arbitration as provided in this section. The appeal shall contain a statement in writing setting forth the nature of the dispute with reference to specific sections of this agreement claimed to have been violated. Said claim(s) shall be the only issue(s) before the arbitrator.
2. The parties agree to submit to arbitration under the Voluntary Arbitration Rules of the American Arbitration Association any grievance after the decision of the Board under Step Three. No later than seven (7) days after the Board gives its decision, or within fourteen (14) days of the meeting if the Board does not give its decision, the Association shall request arbitration. The parties agree to abide by and perform any award rendered by the arbitrator. The arbitrator shall have no authority to add to, subtract from, or modify the specific terms of the Agreement in reaching an award. Costs of arbitration, exclusive of legal fees incurred by either party, shall be paid in equal shares by the Association and by the School District.
3. Acknowledgment of arbitration
In accordance with 12 V.S.A. section 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 article.

J. General

1. If a grievance is not taken to the next step within the time limit specified, the right of appeal is considered waived and the grievance terminated.
2. The Board and the administration will cooperate with the Association and/or the teacher grievant in the investigation of any grievance, and further, will furnish to the Association and/or teacher grievant within a reasonable length of time such information as is reasonably necessary for the processing of any grievance. The Board will be under no obligation to furnish material which

would not constitute a "public record" or "public document" under subchapter 3 of Chapter 5 of VSA. The Board and the Association shall make reasonable efforts to have present at any proceedings relative to this procedure, any person in the employ of the Board whose testimony either party considers relevant.

3. Should any grievance hearing require that the teacher or an Association representative attend the hearing and miss time from his/her particular assignment, he/she shall be released without loss of pay or benefits.
4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant unless they originally were part of the participant's personnel files prior to the initiation of the grievance and shall be considered confidential.
5. Grievances may be filed by the grievant at Step Two, if the responsibility for the alleged grievance rests with authorities above the Step One.
6. Any time limits referred to in this Article may be extended by mutual agreement.
7. Pay grievances will be initiated at the Superintendent step of the grievance procedure.

ARTICLE VII
TEACHER EVALUATION-CONTRACT RENEWAL

- A. The primary objective of the teacher evaluation system shall be the enhancement of student learning through professional growth and improved instructional practice.
- B. Professional evaluation is a joint responsibility of the teacher and the teacher's immediate administrator or person(s) so designated by the Superintendent. Among their duties, administrators have ultimate responsibility for supervising staff and recommending teachers for reappointment.
- C.
 1. Teachers must participate annually in a process of professional development and evaluation.
 2. Whenever a formal observation of a teacher takes place, the administrator will contact the teacher within ten (10) days of the observation to arrange a mutually convenient date for a post-observation conference.
 3. Teachers and administrators recognize the value of frequent—even if relatively brief—classroom visits (informal observations) over an extended period of time rather than a single but isolated formal observation of an hour or less. A post-observation meeting shall not be required after each informal observation, but shall be required only after a formal observation.
 4. As a common practice, teachers will be notified prior to formal evaluation observations.

- D. Contracts for professional employees shall be issued no later than March 15 or 15 days after the conclusion of the Annual Town School District Meeting. Contracts shall be signed and returned within 30 days when issued prior to April 15 and within 15 days when issued after April 15. Contracts issued at the time of hire (i.e., upon initial offer of employment) shall be returned within 5 business days. Such contracts not returned within the prescribed period from date of issuance shall no longer be considered valid and the position covered shall be considered vacant unless mutual agreement for an extension has been made between the teacher and the Superintendent of Schools.
- E. In the event that negotiations have not been completed and a contract has not been ratified by both parties by March 1, the Superintendent shall provide the Association with sufficient copies of a standard "letter of intent" with teachers' names by March 15 to distribute to all teachers. Each teacher who intends to return shall complete and send the "letter of intent" to the Superintendent by April 1. In order to ensure that all letters of intent have been received, at least 3 working days prior to April 1 the Association will be provided with a list of teachers who have not returned the letter of intent. In the event that the letter of intent is not received by April 1, the teaching position shall be considered vacant.
- F. The individual contracts issued to teachers annually shall include compensation for teaching responsibilities. Teachers who receive additional compensation for extra duties shall have separate contracts related to these extra duties. Teacher employment and extra duty contracts shall be signed by the authorized agent(s) of the Board. A copy of the teacher employment and extra duty contract shall be attached to this agreement and become a part thereof.
- G. The District may offer one-year (non-renewable) contracts for the following reasons:
- unpaid leaves of absence granted to teachers, as with past practice;
 - sabbatical leaves granted to teachers, as with past practice;
 - positions necessary to address enrollment "bubbles," as with past practice;
 - grant-funded positions, as with past practice; and
 - hires after July 1, at the discretion of the Board.
- H. Teachers will be considered in-house candidates when applying for posted positions.
- I. When a teacher's evaluated performance is such that the Administration is considering a recommendation of non-renewal of contract, the Administration shall provide the teacher with notice of possible non-renewal and place the teacher in warning status. The reasons for consideration of non-renewal shall be presented in writing. A meeting between the teacher and the administrator responsible for supervision shall be held within ten days from the notice. The teacher shall have the right to representation. The purpose of the meeting shall be to review the conditions of the warning status and to develop the criteria and time frame for the teacher's improvement. The teacher will be given a period of at least two months, beginning from the date of the meeting, to meet the criteria set in the meeting. The teacher's right to confidentiality will be adhered to throughout the entire process. In cases involving RIF or personnel reduction this article is not applicable.

- J. If a teacher has received notice that the Administration is considering non-renewal and is placed in warning status at the time contracts are subject to renewal under the terms of this Agreement, the teacher's contract will be withheld during the warning status in order to give the teacher the opportunity to meet the criteria required under the plan. The decision for contract renewal will be made by June 1, or by the end date established under the terms of the warning status, whichever is sooner.
- K. A teacher who is subject to non-renewal of his/her teacher position because of continued unsatisfactory performance or a pronounced decline in his or her total school effectiveness will be given a written notice of a meeting with the Superintendent and/or other appropriate agent(s) of the Board; the written notice shall specify the reasons for non-renewal. The meeting will be scheduled within ten (10) work days of the provision of the written notice and the teacher is entitled to representation at the meeting. The purpose of this meeting is to allow the teacher an opportunity to present evidence and/or arguments as to why he/she should be renewed. Following the meeting the Superintendent will make a final decision regarding non-renewal, and provide written notice to the teacher.

A teacher who receives notice of non-renewal may request a hearing before the board to appeal the decision by filing a written notice with the Superintendent within fifteen (15) days after the aforementioned meeting. The hearing before the school board shall be in executive session unless the teacher making an appeal requests in writing that the hearing be open to the public and signs a waiver of confidentiality allowing the board to speak openly and candidly about circumstances giving rise to the non-renewal. The teacher shall be entitled to representation at all said meetings. In the event the Board affirms the non-renewal the teacher may appeal directly to arbitration as provided in the grievance procedure contained in this Agreement.

- L. Should an emergency arise to necessitate the release from contract, fifteen (15) days' notice of the request to be released from contract shall be given by the teacher unless otherwise determined by mutual agreement. If a release is requested for professional advancement, thirty (30) days' notice of the request to be released from contract shall be given by the teacher unless determined by mutual agreement. All requests to be released from the terms of a teaching contract are subject to the approval of the Superintendent and Board. In all other circumstances a teacher shall abide by statutory requirements.

ARTICLE VIII PROFESSIONAL DEVELOPMENT

A. Professional Days

- 1. Supervising administrators may grant to each teacher up to two (2) professional days each year to promote staff development, improve instruction, and/or provide professional service to another school District or the state. In the event that a professional-day request is denied, the teacher may appeal the principal's decision to the Superintendent. By special request, additional professional days may be granted. Professional Day Guidelines follow.

2. A professional day must:
 - be beneficial to the District and the individual requesting said day;
 - show evidence of benefit enough to offset valuable instructional time away from the classroom;
 - be congruent with a teacher's job responsibility and his/her 5 or 7 year plan for relicensure; and
 - support recognized individual teacher evaluation needs and District goals.

3. Procedure for Requesting a Professional Day
 - a. A professional day request form should be submitted to the teacher's highest supervising administrator: i.e. principal, HACTC Director, etc.
 - b. If a request for a professional day is denied, reasons shall be stated in writing to the teacher.
 - c. In the event that a professional day request is denied, the teacher may appeal the supervising administrator's decision to the Superintendent.

4. Professional Day Follow-up Procedures
 - a. Within one week of the professional day, a report form must be filed with the supervising administrator.
 - b. The supervising administrator or his/her designee will acknowledge receipt of the report by returning one signed copy to the teacher.

5. Clarification:
 - a. Where job-related professional duties call for in-district, out-of-district meetings, and/or meetings are called for by the State,* said days will not be counted against professional days as outlined in the Master Contract. (*The immediate administrator must decide on the necessity and validity of meeting, conference, etc. Extenuating circumstances will be taken into consideration.)
 - b. The above may influence decisions made for additional days requested, i.e., time-on-task considerations.
 - c. A teacher who is required and/or requested by the Board, Superintendent, or an administrator to take a course, participate in a workshop, or attend a conference or seminar shall be reimbursed totally for any tuition, registration, books, materials and mileage (at the March 1 IRS rate as of the date of travel costs as a result of having complied with the requirement. In the event that expenses for approved meals, gratuities, lodging, tolls, commercial conveyance, or parking are necessitated by the requirement, those costs shall also be totally reimbursed upon submission by the Teacher of an itemized statement and receipt(s) of expense(s).

B. Sabbatical and Alternative Staff-Development Leaves

1. For the purpose of increasing the efficiency of the public schools and to promote the self-improvement of its faculty, the Board shall maintain a program for sabbatical and alternative staff-development leaves.

All guidelines developed and/or changed by the Sabbatical Committee shall be approved by the Executive Board of the Hartford Education Association and School Board prior to implementation.

2. Program Components:
 - a. \$10,000 annually is to be designated for sabbatical and alternative staff-development opportunities, as follows:
 - a minimum of \$5,000 each year in a "full-year sabbatical" account (full-year sabbaticals may be awarded to teachers with a minimum of seven years of experience in the District);
 - \$5,000 annually for other (less than full-year) extraordinary and worthwhile staff-development opportunities for teachers with at least five years of experience in the District.
 - Half of the funds shall be allocated for each semester of the year. Any monies remaining from the first semester will be rolled into the second semester fund.
 - b. Projects must be of value to the District.
 - c. Unless physically or mentally incapacitated, teachers must remain with the District for at least two years following the short-term or full-year sabbatical, or they must reimburse the total amount of money (i.e., salary, insurance benefits, expenses, etc.) expended by the District. There shall be no prorating of the amount to be reimbursed if a teacher returns to the District for less than two years. Any incapacitation shall be verified by a physician. The Board, at its discretion and expense, may require a second opinion from a physician.
 - d. Unexpended funds will be placed in a staff-development reserved fund, all or a portion of which may be designated for full-year sabbaticals. The total amount of money reserved in the alternative staff-development account at the end of any fiscal year may not exceed \$15,000.
3. Alternative Staff-Development Leave:
 - a. Applications for first semester activities lasting one month or longer must be submitted by April 1; applications for second semester activities lasting one month or longer must be submitted by November 1. Applications for activities of a duration shorter than one month will be submitted on a rolling-application basis a minimum of six weeks prior to the beginning of the activity. Under rare and extenuating circumstances, and with the recommendation of the Superintendent, these timelines can be waived by the Board.
 - b. Applicants must submit a detailed plan of activities, including goals, justification, budget, and how the teacher and District will benefit from the experience.
 - c. Proposals must include detailed budgets of expenses, such as study, travel, and/or materials.
 - d. The plan should require as little disruption (missed time) during the school year as possible.
 - e. A committee of at least two teachers, one administrator, and one school board member will review applications, talk with the applicant, and make decisions with regards to approving short-term grants. An applicant whose application is not approved may appeal to the committee for reconsideration. The decisions of the committee are final and not subject to grievance.

4. Sabbatical Leave:
 - a. Full-year sabbaticals must be approved by the Board, with a recommendation from the review committee and superintendent, and will be granted only if the proposal is worthy in terms of benefit to the teacher and to the District.
 - b. Granting of the sabbatical leave request shall entitle a teacher to 50% of his/her teaching salary and maintenance of medical, dental, and life insurance benefits provided by the District contingent upon the teacher's return for two years to the District. Teachers on sabbatical are not eligible for course reimbursement through the LSB.
 - c. Applications for a sabbatical must be submitted to the Superintendent of Schools prior to December 15th of the school year preceding the sabbatical year. The decision for final approval shall remain with the Board and shall be announced prior to February 1. The decision of the Board is final and not subject to grievance.

ARTICLE IX
SHORT-TERM LEAVES

A. Sick Leave

1. For absences caused by illness or physical disability, each teacher will be granted the following sick days with pay:

0 through 5 years	12 days per year
6 years and over	13 days per year

A teacher who is or may be eligible for coverage under the district's long term disability (LTD) policy shall make a timely application for coverage. A teacher may not use more accrued sick leave than is necessary to meet the 90 calendar day elimination period for the LTD plan.

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

2. Sick days can be accumulated to 150 days. Effective July 1, 2008, all teachers with 150 or more accumulated sick days will be frozen at their accumulated total. Thereafter, no teacher shall be permitted to accumulate more than 150 sick days. In the event that a teacher who has in excess of 150 days should fall below 150 days, s/he will be permitted to accumulate unused sick days provided on a yearly basis until such time as they reach the number of accumulated sick days in their possession at the time the days were frozen. In no event will any teacher be permitted to accumulate days in excess of the number of days frozen on July 1, 2008.
3. It shall be the right of the Superintendent to require medical verification of illness or physical disability in any instance in which he/she has reason to believe that the use of sick leave has not been for an illness or physical disability, and no action shall lie against the Superintendent, at law or by virtue of grievance, for the exercise of such right. Up to eight (8) days of a teacher's accumulated sick leave may be used for illness experienced by the teacher's child, spouse, or parent that requires the presence of the teacher. (Note: For the purpose of all leave provisions of this Agreement, "child" shall mean a minor who is under the direct care of the teacher, including stepchildren or guardian children living in the teacher's home, including an incapacitated dependent as defined by the regulations of the insurance carrier, regardless of age.)

4. Up to eight (8) days of a teacher's accumulated sick leave may be used for illness experienced by the teacher's child, spouse, or parent that requires the presence of the teacher.
5. Sick Leave Bank
 - a. The Board agrees to the establishment of a Sick Leave Bank. In the event that there appear to be mitigating circumstances that require discussion, the Bank shall be administered by a committee consisting of an equal number of Association members and Board designees. The bank shall be established to provide for salary payments for members of the bargaining unit who have a catastrophic illness/disability and whose accumulated sick leave is exhausted. The bank may also be used in case of a catastrophic illness experienced by a teacher's children or spouse that requires the presence of the teacher whose accumulated sick leave is exhausted. (Maternity leave shall not be considered "catastrophic illness/disability.") The definition of "catastrophic/illness disability" shall be mutually agreed upon by the Association and Board.
 - b. The total number of days in the bank shall be capped at 200 in any single year. Any unused days remaining in the bank at the end of the year will not be carried over into the subsequent year (i.e., a new supply of days must be donated each year).
 - c. Teachers may voluntarily contribute one sick leave day to the bank by September 15 of the school year. Notwithstanding the provisions of sub-section b herein, should the total days in the bank fall below ten during the course of a school year, the bank may be reopened for additional voluntary contributions of one day per unit member, not to exceed the 200-day limit.
 - d. Under no circumstances may a teacher receive more than seventy-five (75) days of sick leave from the bank, or from a combination of personally accumulated sick leave and sick leave bank days. Teachers who do not contribute to the bank shall not be entitled to seek grant days from the bank. A teacher may not be granted more days from the sick leave bank than are necessary for that teacher to meet the 90 calendar day elimination period for the LTD plan.
 - e. Each sick bank day shall be paid at 100% of the teacher's per diem salary.
 - f. The Board, at its expense, shall have the right to secure an independent medical verification of the teacher's condition.
 - g. The rules governing the procedures of the bank shall be mutually agreed upon by the Association and the Board.

B. Personal Leave

1. Three (3) days per year will be granted as personal days without loss of pay. Except in the case of emergencies, notification to the teacher's immediate administrator shall be made at least 2 business days in advance. Personal days shall be for the express purpose of attending to those needs not readily accomplished or able to be scheduled at other times; they should not be taken simply because the teacher has not needed the allotted number of personal days for legitimate purposes. Personal days may be used to attend family obligations and special events (e.g., weddings, class reunions, graduations, and religious holidays). Personal leave may not be taken for such things as shopping trips, recreational purposes, work for pay, or one's birthday. No reason need be stated. No personal days will be granted immediately before or after a vacation period or the Thanksgiving break unless the Superintendent determines that extenuating circumstances prevail.

2. A teacher who has used three personal days may request to use emergency leave in the event of extenuating circumstances that require additional personal leave in a given year. In accordance with the Negotiated Agreement, the use of emergency leave requires approval of the Superintendent or his/her designee. At the end of each school year, unused personal days will be added to the number of accumulated sick days.

C. Emergency/Bereavement Leave

Three (3) days per year may be granted without loss of pay for emergencies including bereavement and attendance at funerals. The Superintendent must approve payment for all emergency/bereavement days taken. Requests for additional emergency/bereavement days in any one year shall be made to the Superintendent or his/her designee.

D. Absence Without Leave

If a teacher is absent without leave, a portion of his/her salary (1/185, or a proportional share in the case of a teacher employed less than full-time) shall be deducted for each day he/she is absent. In the event that a teacher loses more than three days of pay in any year and is not eligible to have his/her benefits covered under any other provisions of the Negotiated Agreement, then the teacher will be obligated to reimburse the District for any costs incurred in continuing the teacher's benefits for any subsequent days without pay in that year. Nothing herein shall be deemed to prevent the Superintendent from taking disciplinary or corrective action for just cause based on excessive absenteeism of a teacher.

E. Jury Duty

A teacher called to jury duty will not be charged either personal or emergency leave to fulfill this civic duty. The teacher will be paid his/her full daily rate, except that if the court pays a sum for jury service (exclusive of expense reimbursement such as travel, meals, etc.) to the teacher for serving as a juror, then the teacher shall reimburse the District for the amount of the court's payment. If the teacher fails to do so, then the District will have the authority to withhold from the teacher's wages an amount equal to the court's payment.

ARTICLE X
EXTENDED LEAVES

- A. An unpaid leave of absence of up to one year may be granted to teachers annually for the purpose of child rearing/adoption; medical issues where a teacher's health warrants it; academic study, teaching programs, vocational programs, or another opportunity at the Superintendent's discretion and approved by the board. Upon recommendation of the Superintendent the board may approve a leave of absence in excess of one year.
- B. The Board shall consider all requests recommended by the Superintendent. Decisions related to the request shall be in writing. Leave requests for the duration of a year or more shall be submitted to the Superintendent by March 1 of the preceding school year. Leaves for a shorter duration or emergency leaves may be requested at any time.
- C. Return from leave shall coincide with the beginning of the school year. Return during the school year shall be at the discretion of the Superintendent. The teacher returning from leave shall be offered a contract under the same conditions that prevail for all other teachers under contract at that time.

- D. If requested by a teacher, the Board may, at its discretion, extend any unpaid leave that has been granted to a teacher.
- E. All accumulated sick leave days earned prior to unpaid leave will be retained by the teacher upon return to employment.
- F. Teachers 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 teachers under the contract shall be applicable to a teacher on an unpaid leave.
- G. In the event that a teacher serving in the National Guard or Reserves is called to active duty, then the District, for a period of up to one calendar year, will pay the teacher the difference between his/her base salary and the amount of pay that he/she receives while on active duty, provided that the amount of pay while on active duty is less than the amount of the teacher's contract over the period of active duty. The teacher may also elect to remain on the District's medical and/or dental plans for a period of up to one year, and the District will maintain its contribution for the same period. Requests to extend the aforementioned salary and benefit payments beyond one calendar year, or to re-establish coverage by the district during a reasonable period of transition upon the completion active duty, shall be considered by the Board on a case-by-case basis.

For the purpose of determining seniority and years of service to the District, the period of active duty shall be treated as if the teacher had been working for the District. Upon leaving active duty and making application for reinstatement within a reasonable time, the teacher may return to the District under the same terms and conditions that apply to all teachers at that time.

The District discourages teachers from taking time during the school year for Guard or Reserve training. When it is absolutely necessary to attend training during the school year, a teacher may use available personal leave or take the time as unpaid leave.

ARTICLE XI FAMILY & MEDICAL LEAVE

- A. In accordance with the Family & Medical Leave Act of 1993 and the Vermont Parental & Family Leave Law, a teacher who has been employed by the District for at least one year and meets the minimum hourly work requirements established by statute is eligible for up to twelve (12) weeks of unpaid leave during a 12-month period for the following reasons:
 - to care for the teacher's newborn or newly-adopted child;
 - to care for the teacher's spouse, child, parent or for the spouse's parent who has a serious health condition;
 - to care for the teacher's own serious health problem.
- B. A teacher on family and medical leave who is caring for the health needs of the teacher's child, spouse, parent, or self may substitute up to sixty (60) paid leave days for unpaid leave provided the teacher has worked, or intends to work, at least a portion of the school year, in which the leave is taken. A teacher shall not be eligible to use accumulated sick leave when caring for a parent of the teacher's spouse.

C. Advance Notice and Medical Certification

The teacher 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 teacher must provide a physician’s certification indicating the teacher’s fitness to return to work.

D. Benefits and Protection

For the duration of the leave, the Board will maintain, at the District’s expense, the teacher’s negotiated insurance benefits in place at the time of the leave, provided that the teacher contributes his/her share of the cost of premium. 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. Special Circumstances and Other Questions

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.

ARTICLE XII MATERNITY LEAVE

A. A teacher who becomes pregnant shall be entitled to maternity leave as follows:

1. The teacher shall be entitled to continue working so long as she is capable of performing her full duties.
2. Any teacher may return to her position as soon after childbirth as she is capable of performing her full duties.
3. Sick leave pay for absence associated with pregnancy and childbirth may be used for the period of family and medical leave and then only to the extent of the sick days accumulated by the individual. Additional accumulated sick leave may be used if the teacher remains disabled as verified her physician. Additional unpaid leave beyond the period of family and medical leave time may be granted under the provisions in Article X (Extended Leaves). The teacher shall give written notice to the Superintendent of her intention to begin such extended maternity leave at least 45 days prior thereto.
4. The District’s contributions shall continue for negotiated insurance benefits for the duration of the family and medical leave or for the period of time that the teacher uses additional accumulated sick leave provided that the teacher contributes his/her share of the cost of premium. Teachers on extended leave shall be eligible for negotiated insurance benefits thereafter by paying the full cost of such benefits at the group rate.

ARTICLE XIII
ADOPTIVE LEAVE

- A. A teacher shall be entitled to a leave of absence for adoption. The teacher shall notify the Superintendent of expected commencement of the Adoptive Leave as soon as this date is determinable. The length of the leave shall be in accordance with the provisions of Article XI (Family & Medical Leave). This leave may be either unpaid or the teacher may draw against his/her accumulated sick leave, not to exceed twelve (12) weeks of leave. If both adopting parents are employed by the District, this leave may be shared by splitting it between them.

ARTICLE XIV
NOTIFICATION AND SEVERABILITY

- A. Any formal notice required to be given by one party to the other under the terms of this contract may be hand delivered, or delivered by registered or certified mail if conditions so warrant.
- B. If given by the Board, said notice shall be sent to the President, Hartford Education Association, and if given by the Association, said notice shall be sent to the Chairman, Hartford School Board, c/o Superintendent of Schools.
- C. If any section, sub-section, provision, clause, or portion of this contract shall for any reason become invalid, or be deemed so by a court of competent jurisdiction, 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 XV
MANAGEMENT RIGHTS

- A. Subject only to the expressed limitations set forth in this written agreement, the Board and its administrators retain the exclusive right to manage the Hartford School District business including, but not limited to, the hiring, assigning, and retaining of all personnel.

ARTICLE XVI
WORK STOPPAGE

- A. 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 XVII
SALARY

- A. 1. For the 2015-2016 school year the salary schedule will be as shown on Appendix 1A. For the 2016-2017 school year the salary schedule will be as shown on Appendix 1B.
- B. 1. All teachers shall be placed on the appropriate step on the salary schedule in accordance with paragraph G, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 below, with the exception that the Superintendent shall have the authority, with the consent of the Board, to place new teachers on such step of the salary schedule as may, in his/her judgment, be necessary in order to staff a critical teaching position.
 - 2. Technical non-degree instructors shall be placed on the salary schedule at the discretion of the Superintendent.
 - 3. Annual increments on this schedule shall be automatic, except for provisions necessitated under Article VII, Section J.
- C. Teachers hired for less than a full year contract who teach more than 85 days, excluding in-service days, will advance the following year one step on the salary schedule.
- D. A part-time teacher will be paid an equivalent portion of the step on which he/she is placed.
- E. All personnel on extended contracts shall be paid on a daily per diem basis according to the salary schedule. All personnel on regular teaching contracts who are required by the District to perform professional duties on non-contract days shall be paid on a per diem basis according to the salary schedule.
- F. Compensation for contracted services shall be made in one of the following payment options:
 - 1. in twenty-six (26) biweekly payments
 - 2. in twenty-six (26) biweekly payments, the final five payments in one lump sum on the last scheduled day of school in June, regardless of any make-up days.
 - 3. in twenty-one (21) biweekly payments

Employees must notify the payroll clerk of their change in payment option by the preceding May 1. New employees will elect their option at the time of initial hire.
- G. Legend for the eight columns: BA, BA+15, BA+30, BA+45, Masters, MA+21, MA+45/CAS/2nd, Doctorate.
 - 1. The salary of teachers with a Bachelor's Degree will be determined from Column BA.
 - a. It is the intent that teachers in the BA column will accrue fifteen (15) semester hours of credit, or the equivalent, since obtaining a BA degree prior to reaching Step 10 of the salary schedule. The salary of teachers who do not accrue fifteen credits by the time they reach Step

10 will plateau at that step and will not increase until they move to another column on the salary schedule.

2. The salary of teachers who qualify for the BA+15 column (BA+15) is as follows:
 - Earned 15 semester hours of college credits since obtaining his/her Bachelor's Degree, all of which must be in his/her field of teaching, special education, general education, or consistent with the teacher's Professional Growth & Development Plan (PGDP) or the employing school district's Action Plan.
3. A teacher who has satisfied the following requirements will advance to the BA+30 column (BA+30):
 - Earned 30 semester hours of college credits since obtaining his/her Bachelor's Degree, which must be in his/her field of teaching, special education, general education, or consistent with the teacher's Professional Growth & Development Plan (PGDP) or the employing school district's Action Plan.
4. A teacher who has satisfied the following requirements will advance to the BA+45 column:
 - Earned 45 semester hours of college credits since obtaining his/her Bachelor's Degree, all of which must be in his/her field of teaching, special education, general education, or consistent with the teacher's Professional Growth & Development Plan (PGDP) or the employing school district's Action Plan.
5. A teacher will advance to the Masters column upon earning a Master's Degree from a recognized and accredited college or University.
6. A teacher who has earned an additional 21 semester hours of graduate level college credits which must be in his/her teaching field, special education, general education, or consistent with the teacher's Professional Growth & Development Plan (PGDP) since obtaining his/her Master's Degree will advance to the Masters+21 column. The only exception to this rule will be those teachers who entered into employment with the District either during or before the 2012-2013 school year, and who enrolled in a Master's program prior to June 30, 2015; such teachers are allowed to "backpack" prior credits for purposes of placement on the salary schedule once they receive a Master's degree. Undergraduate courses may be applied for movement to the MA+21 column with the prior approval of the Superintendent.
7. A teacher who has satisfied any one (1) of the following three (3) requirements will advance to the MA+45/CAS/2nd Masters column:
 - Earned an additional 45 semester hours of graduate level college credits since obtaining his/her Master's which must be in his/her teaching field, special education, general education, or consistent with the teacher's Professional Growth & Development Plan (PGDP). Undergraduate courses may be applied for movement to the Masters+21 column with the prior approval of the Superintendent.
 - Earned a second Master's Degree.
 - Completed a CAS program (after obtaining his/her Master's Degree) with a minimum of thirty (30) credit hours which has been approved in advance by the Superintendent.

8. The salary of teachers who qualify for the Doctorate is as follows: completed an approved doctoral program consisting of all required courses and accepted dissertation (or acceptable alternative).
9. If a teacher who is currently employed by the Hartford School District wishes to have his/her salary determined from Column BA; BA+15; BA+30; BA+45, Masters, MA+21; MA+45/CAS/2nd MA; or Doctorate for the first time, he/she must submit a letter to the Superintendent of Schools by December 1 of the preceding school year. Teachers being employed in this District for the first time may make application at the time they are hired. All course work must be completed by the first in-service day of the new school year. Official transcripts, or a letter of completion from the instructor if transcripts will not be immediately available, should also be submitted by the first in-service day of the school year.
10. Career and technical teachers without bachelor degrees may not move across the salary schedule until such time as they have completed their mentor programs. Credits accumulated as part of the mentor program cannot be applied towards movement across the salary schedule. However, other credits earned during--but not as part of--the mentoring program may be applied towards movement across the salary schedule upon successful completion of the mentorship.
11. A teacher who is new to the system will be given credit for previous experience at the discretion of the Superintendent and the Board.
12. Notwithstanding any other provisions of this Article, a teacher may use graduate level course credits earned prior to attaining his/her Master's degree for advancement to the Masters+21 and Masters+45 under the following circumstances:
 - a. The graduate level courses were not part of the teachers Master's degree and were not used/applied by the teacher to advance to the Masters column; and
 - b. The graduate level courses were not previously used/applied by the teacher to advance horizontally across the B columns of the salary schedule;
 - c. The graduate level course credits otherwise comport with the requirements of this Article, including but not limited to Sections 6 and 7.

H. Department heads

1. Designated Department Heads at the High School and Career and Technology Center shall be compensated as follows: Department Heads will receive an additional stipend based on the number of classes taught and the number of teachers in each Department. (There will be no additional compensation for supervising paraprofessionals unless this benefit extends to all teachers who supervise paraprofessionals.)
 - a. 13.9% x BA base salary + \$50.00 for each department member over 5 with a teaching load of 4 classes or 5 blocks per year.
 - b. 11.6% x BA base salary + \$50.00 for each department member over 5 with a teaching load of 3 classes or 4 blocks per year.
2. The above salaries will be paid as long as the department head structure is in place.

ARTICLE XVIII
RETIREMENT PLAN

- A. To be eligible for the provisions of this article, a teacher shall provide written notice of his/her intent to retire from the Hartford School District not later than November 15 of the school year in which he/she retires, and shall meet one of the following age and service requirements by June 30 of such school year:
- at least 60 years of age with a minimum of 15 years of service in the District;
 - at least 57 years of age with a minimum of 20 years of service in the District;
 - no minimum age limit with a minimum 30 years of service in the District; or
 - no minimum age limit with a minimum of 25 years of service in the District and having purchased, in accordance with Vermont statute and State Teacher Retirement System regulations, the final five years of service time for a total of 30 years of service.

A notice of intent to retire submitted by a teacher may be revoked by the teacher on or before March 15 of the school year in which he/she plans to retire. Notice of revocation shall be in writing to the Superintendent. The Superintendent, in his/her sole discretion, may waive the deadline for provision of notice of retirement under this section.

- B. A teacher who meets the requirements of this article shall be eligible for reimbursement of his/her unused sick days at the rate of \$30 per day, provided the teacher has a minimum accumulation of 100 sick days.
- C. A teacher who meets the requirements of this article shall be eligible for a service benefit that is equal to the base amount of the salary schedule times 1% for every two years of service to the District, except that the longevity benefit of a teacher who qualifies for the benefits of this article by purchasing the final five years of service time shall be calculated on the actual number of years of service in the District (see Article XXII, Section C).
- D. A retiring teacher may choose to receive payment for the benefits of Sections B and C of this article in annual lump-sum payments over a period of one to five consecutive years, commencing the first fiscal year after retirement.
- E. In each year that the teacher receives a retirement payment from the District, the District will also reimburse the retiree a portion of his/her costs for the teacher/retiree's medical-insurance premiums for a single or two-person plan, provided the retiree is receiving medical coverage through the Vermont Teachers' Retirement System. Effective July 1, 2016 and thereafter the District will only reimburse the retiree for a portion of his/her premium costs for a two-person plan if the retiring teacher's spouse is also eligible for full subsidized medical insurance from the Vermont State Teachers' Retirement System (VSTRS). The District will reimburse the teacher for 85% of the teacher's premium cost for the primary plan offered by VSTRS (currently VEHI DUAL Option) or 75% of the teacher's premium cost for the JYMB Plan offered by VSTRS.

- F. Nothing herein shall preclude the Board from making a special one-time early-retirement offering if it sees the need to do so. Such an offering, which will be over and above the regular retirement program, will be made to all teachers in the specified group and only after consultation with the Association. The Board agrees that during the 2015-2016 school year only the deadline (*see Section A*) for providing the notice of retirement required under this Article shall be extended to May 15, and that the benefits provided under this Article shall be available to any eligible teacher providing notice on or before that date.
- G. In the event of the death of the retired employee, the service benefit in Article XVIII C and health insurance benefit in Article XVIII E shall continue and remain in force.
- H. The provisions of this Article XVIII shall expire and sunset in their entirety on June 30, 2021.

ARTICLE XIX
MEDICAL EXAM/EVALUATION

- A. If the Superintendent of Schools has reason to believe that a staff member's job performance may be impaired by a medical or psychological related health problem, the staff member shall be required to undergo a medical examination. Said staff member 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 medical and/or emotional/psychological competence to perform his/her contracted job responsibilities. A staff member 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.
- B. 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.
- C. In all cases where the costs of the medical examination are not paid for by health insurance, the Hartford School District shall pay for the exam.
- D. Criteria: A lessening of one's job performance that may be caused by a condition detectable through a medical examination or psychological evaluation. Indications may include, but are not necessarily limited to such factors as: a pattern of absences over a period of time; a series of related complaints concerning a teacher's behavior from students, parents and/or colleagues; and/or a significant and unexplained change in one's job performance.
- E. Records: A report form will be developed indicating 1) if the employee is medically or psychologically able to perform one's duties; 2) if treatment is recommended in order to resolve the medical or psychological issue; and 3) if so, whether the employee complying with the treatment recommendation. This report form would become part of the teacher's confidential HIPPA personnel file only.
- F. Decisions: All decisions will be based upon the teacher'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.

ARTICLE XX
NECESSITY OF VOTER APPROVAL

- A. All provisions of this contract which provide for the payment of wages or other forms of financial remuneration as conditions of employment shall become operative only upon approval of the school budget as initially submitted by the Board at the regular Annual School Meeting. In the event that the budgetary sum ultimately voted, whether at the regular Annual Town School Meeting, or by any subsequent ballot, is in an amount less than that initially requested by the Board at the regular Annual Town School Meeting, the Board shall reserve the right to make such adjustments as it deems necessary and proper in all line items of the budget in order to operate the Hartford School District within the budgetary sum so voted.

- B. It is the Board's intent to strongly consider line items in the budget other than salary and/or fringe benefits should the amount initially requested by the Board be reduced at the regular Annual Town School District Meeting. However, should it seek any changes affecting the economic terms of the negotiated agreement the Board and the Association will renegotiate Articles II, VIII, IX, X, and negotiated increases in XVII and XXII.

ARTICLE XXI
PERSONNEL REDUCTION

- A. Whenever the Board, in the exercise of its sole discretion, finds it necessary to lay off a teacher within the District for the next school year, the layoff procedure noted herein shall be observed.

- B. The Association shall be notified in writing of any contemplated teacher layoffs as early as practicable.

- C. When a teacher is laid off, the teacher will be so notified, in writing by April 15 of the school year prior to the effective date of such lay off. However, if the District's budget is rejected at the annual meeting, the Board shall have the right to lay off teachers even if not previously contemplated. If the Board does lay off teachers after a budget rejection each teacher being laid off shall be notified of his/her layoff up to and including the tenth (10th) work day after the District's annual meeting.

- D. No teacher will be laid off under the provision of this Article if the reduction in staff can be accomplished by normal staff turnover. The teacher to be laid off will be selected based upon the application of his/her seniority within the following layoff categories:
 - 1. EEE.
 - 2. Pre-K
 - 3. Grades K – 5 general education classroom teachers (to include K-5 titles positions).
 - 4. Grades K – 12 special education teachers.
 - 5. Grades K – 12 specialty teachers by assignment (by way of example but not limited to: art, music, physical education, guidance, health, etc.).

6. Grades 6 – 12 subject teachers by subject of assignment (by way of example but not limited to: math, science, English, social studies, etc.). NOTE: Teachers who were teaching 6th grade during the 2009/2010 shall retain seniority rights in the K – 5 general education classroom category if their 6th grade position is reduced and they are not licensed/endorsed to teach grades 7 – 12.
 7. Technical Center subject teachers by subject of assignment.
- E. If a seniority based reduction in force would result in a situation where the remaining teachers within the layoff category do not possess the proper teaching license/endorsement required to fill the assignment(s) remaining after the reduction the District may reduce the next least senior teacher in the layoff category to avoid this result.
 - F. Any teacher who is teaching in two different lay off categories at the time of the layoff shall have seniority rights in both such categories. Such a teacher shall be noted in both layoff categories on the seniority list
 - G. Further, if 50% or more of a teacher's assignment was in a different lay off category during the past two (2) school years, the teacher shall have seniority rights in both his/her current and former category (the two school years shall include the school year in which the lay off occurs). Such a teacher shall be noted in both layoff categories on the seniority list
 - H. For a period of twenty-four (24) months from the effective date of layoff, teachers shall be recalled in the reverse order of layoff to any open position within the layoff category in which they were laid off. When a position becomes open, the Superintendent shall promptly send notification of the open position to the teacher who is eligible for recall by both email and certified mail. It shall be the responsibility of the teacher to provide the District with his/her current email and mailing address while on layoff. If a teacher so notified fails to accept said position within twenty-one (21) calendar days of the date the notification is sent, the teacher shall be deemed to have declined the position and shall be deemed to have waived all further recall rights. A teacher rehired under the provisions of this Article shall have all previously accrued benefits (including seniority), as of the time of his/her layoff, reinstated as of the date he/she returns to active employment.
 - I. Seniority shall be defined as the teacher's most recent period of continuous employment with the District, beginning with the date that the teacher's first individual contract with the District (signed by the teacher) is received by the Superintendent's office. Part-time teachers shall earn seniority on a pro-rata basis (e.g., 0.5 FTE equals one-half year of seniority). Seniority will not be earned/accrued while a teacher is either on lay off or during any unpaid leave of absence lasting the equivalent of one or more school year.
 - J. On or before November 1st of each school year, the District will provide a seniority list to teachers and the Association. The seniority list will be sorted by teacher within his/her lay off category/teacher as noted in D. The Association may file a challenge to the relative placement of any position on the seniority list. An individual teacher may challenge the relative placement of his/her own position on the seniority list. Any challenge filed by either the Association or an individual teacher must be made in writing, which shall include the basis of the challenge, and submitted to the Superintendent no later than November 15. Failure to submit a challenge will constitute acceptance by teachers and the Association of the relative positions of teachers on the seniority list. The Superintendent (or his/her designee) will review the challenge and a meeting will occur with the

teacher or the Association by December 15. The Superintendent (or his/her designee) shall render a decision by January 30. If the challenge is not resolved at the Superintendent level, the Association shall have the right to submit the matter to the American Arbitration Association (“AAA”) for hearing under its Expedited Labor Arbitration Rules. If more than one challenge is unresolved, all challenges will be presented to the arbitrator in the same hearing. If a challenge is not filed with the AAA by February 15 it will be considered resolved based on the decision of the Superintendent (or his/her designee).

ARTICLE XXII BENEFITS

A. Health Insurance

The percentage of the health insurance premium paid by the District will be 75% of the JY premium or 85% of the VEHI dual option (VHP or \$300 Comp Plan) premium. Furthermore, the District will offer the VEHI \$1,200 Comp deductible plan option; the premium cost for this plan will be covered entirely by the District.

If, during the life of this Agreement, either the State of Vermont or the federal government mandates a public funding mechanism for health insurance which requires the participation of the Board and its employees, including but not limited to a payroll tax on employers and/or employees, the Parties agree to reopen negotiations on the subject of health insurance.

For teachers starting employment at the beginning of the school year, insurance coverage shall commence September 1st. For teachers leaving the system at the end of the school year, benefits will cease August 31st, except as provided under the provisions of COBRA.

B. Life Insurance

The District will pay the cost of a \$25,000.00 term life insurance policy for each teacher.

C. Course Reimbursement

1. Each teacher shall be eligible for reimbursement or pre-payment in an amount not to exceed the value of six (6) UVM graduate level credits. Teachers may seek reimbursement for course work approved by the local standards board (LSB) in accordance with mutually acceptable guidelines pertaining to the present LSB program. Reimbursement and/or pre-payment shall be made for courses or workshops approved by the Superintendent or designee. If the Superintendent disagrees with the decision of the LSB the Superintendent shall state his or her reasons in writing.

The Superintendent or designee may approve undergraduate level courses for reimbursement or pre-payment in appropriate circumstances. The Superintendent may approve reimbursement for courses or workshops which are not approved for advancement across columns on the salary schedule.

2. Course reimbursement will be paid only to those teachers who receive a grade of B or better or who receive a pass in a pass/fail course or those who successfully complete an LSB approved workshop.

3. The District will employ a purchase-order system that may be used by teachers taking courses that are offered by the district or at institutions that are willing to accept a purchase order in lieu of payment at the time of enrollment. The system will include provisions for recovering costs in the event that a teacher becomes ineligible for course reimbursement.

D. Personal Injury

Whenever a teacher is absent from school as a result of injury incurred in the course of the teacher's employment and said injury is compensable under Workers' Compensation, the Board shall pay to such teacher the difference between the Workers' Compensation benefits and the applicable daily teacher rate for up to six (6) calendar months with no charge to sick leave or other benefit, thereafter the difference to be paid and charged pro rata only to the extent of the teacher's available sick leave. The District will credit the staff member any use of sick days, directly related to the incident, during the Workers' Compensation grace period.

E. Dental

The Board agrees to pay for 100% of family, dual or single premium costs of Delta Dental Plan XI. The Board agrees to provide prorated dental benefits to part-time teachers. The District and Association agree to consider other plan options or providers, provided the alternatives offer comparable coverage at a lower cost.

F. Long-term Disability

The Board agrees to provide a disability insurance policy provide payment of two-thirds of the teacher's salary up to a maximum monthly benefit of \$5,000 at the end of elimination period of 90 consecutive calendar days.

G. Part-time Teachers

A part-time teacher will receive benefits afforded other teachers on a pro-rata basis. Part-time teachers are responsible to contribute their portion of any benefit for which a cost is accrued. Part-time teachers are subject to the eligibility rules of the insurance carrier, when applicable.

H. Section 125 Plan

The District shall maintain a Section 125 plan that complies with Internal Revenue Service regulations for the purpose of having pre-tax income deducted to pay for the teacher's share of medical-insurance premium costs. A teacher may, at his/her discretion, also have pre-tax deductions made in accordance with the Section 125 plan for reimbursement of eligible medical and dependent-care expenses.

I. Tax-sheltered Annuities

Individual teachers may make voluntary contributions through payroll deduction to a 403B Plan adopted and maintained by the District. A list of the Hartford School District approved 403B plan vendors is available at the Superintendent's office.

ARTICLE XXIII
ASSOCIATION DUES and AGENCY FEES

Dues and Agency Service Fees Deduction: The Board agrees to deduct professional dues and agency service fees from each regular pay period of any employee who authorizes the Board to do so through a signed authorization. Agency service fees will not exceed 85% of membership dues. The amount of each employee's Association dues or agency service fees shall be withheld in fifteen (15) equal installments from the first fifteen (15) salary payments to be paid by the employee commencing with the second payroll in October of the year for which said dues or fees are to be paid. The Association will give the Board written certification with respect to the amount to be withheld within ten (10) days prior to the first deduction. The Superintendent's office will remit to the Association the total amount withheld from all employees within thirty (30) days of each withholding date. The Association shall indemnify the District and hold it harmless against any and all claims, demands, suits, attorney's fees, costs or other forms of liability that may arise out of, or by reason of, any action taken by the District for the purpose of complying with the provisions of this section.

ARTICLE XXIV
PRINTING AND DISTRIBUTION

- A. A searchable PDF copy of the Negotiated Agreement will be available on-line at the District website. The District will provide a printed copy of the Negotiated Agreement to new teachers at the time they sign a contract. As necessary, teachers may request a printed copy from the Office of the Superintendent.
- B. A copy of the contract will be placed in each school library. In the event there is not a library in the building, the contract will be placed in a central location in the building.

ARTICLE XXV
DURATION OF AGREEMENT

- A. This agreement shall, except as otherwise expressly provided herein, become effective July 1, 2015, or upon ratification, whichever date is later.
- B. This agreement shall continue in full force and be effective until June 30, 2017, 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 15, 2016 of the school year in which the contract expires. However, this agreement may be extended from time to time beyond its expiration date by mutual agreement in writing of the representative of the School District and the Hartford Education Association.

SIGNATURES

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

Hartford Board of School Directors

Hartford Education Association

Chairman

President

Date _____

Date _____

Appendix 1A

SALARY SCHEDULE FOR 2015-16

Step	BA	BA+15	BA+30	BA+ 45	MA	MA+	MA+45/ CAS/2ND	Doctorate
1	39,332.00	40,111.00	40,891.00	41,670.00	42,402.00	43,183.00	44,010.00	45,180.00
2	40,509.00	41,312.00	42,114.00	42,918.00	43,650.00	44,456.00	45,329.00	46,535.00
3	41,686.00	42,513.00	43,339.00	44,164.00	44,897.00	45,728.00	46,647.00	47,892.00
4	42,863.00	43,713.00	44,563.00	45,412.00	46,145.00	47,000.00	47,966.00	49,243.00
5	44,041.00	44,913.00	45,786.00	46,659.00	47,392.00	48,272.00	49,286.00	50,598.00
6	45,218.00	46,115.00	47,011.00	47,908.00	48,640.00	49,544.00	50,604.00	51,953.00
7	46,396.00	47,315.00	48,234.00	49,156.00	49,888.00	50,816.00	51,923.00	53,306.00
8	47,573.00	48,465.00	49,459.00	50,402.00	51,135.00	52,088.00	53,242.00	54,662.00
9	48,750.00	49,717.00	50,684.00	51,650.00	52,383.00	53,360.00	54,561.00	56,015.00
10		50,917.00	51,908.00	52,897.00	53,631.00	54,632.00	55,879.00	57,370.00
11		52,118.00	53,132.00	54,145.00	54,877.00	55,903.00	57,198.00	58,725.00
12		54,617.00	55,737.00	56,817.00	57,550.00	58,681.00	59,780.00	61,435.00
13		57,117.00	58,433.00	59,490.00	60,222.00	61,460.00	62,361.00	64,146.00
14		59,618.00	60,949.00	62,168.00	62,344.00	63,499.00	64,941.00	66,851.00
15		62,387.00	63,718.00	65,447.00	66,119.00	66,789.00	68,242.00	70,167.00
16		63,587.00	64,868.00	66,137.00	66,803.00	67,468.00	68,910.00	70,820.00
17	61,076.00	64,837.00	66,118.00	67,387.00	68,053.00	68,718.00	70,160.00	72,070.00

Appendix 1B

SALARY SCHEDULE FOR 2016-17

Step	BA	BA+15	BA+30	BA+ 45	MA	MA+	MA+45/ CAS/2ND	Doctorate
1	40,894.00	41,697.00	42,499.00	43,303.00	44,035.00	44,841.00	45,714.00	46,920.00
2	42,071.00	42,898.00	43,724.00	44,549.00	45,282.00	46,113.00	47,032.00	48,277.00
3	43,248.00	44,098.00	44,948.00	45,797.00	46,530.00	47,385.00	48,351.00	49,628.00
4	44,426.00	45,298.00	46,171.00	47,044.00	47,777.00	48,657.00	49,671.00	50,983.00
5	45,603.00	46,500.00	47,396.00	48,293.00	49,025.00	49,929.00	50,989.00	52,338.00
6	46,781.00	47,700.00	48,619.00	49,541.00	50,273.00	51,201.00	52,308.00	53,691.00
7	47,958.00	48,850.00	49,844.00	50,787.00	51,520.00	52,473.00	53,627.00	55,047.00
8	49,135.00	50,102.00	51,069.00	52,035.00	52,768.00	53,745.00	54,946.00	56,400.00
9		51,302.00	52,293.00	53,282.00	54,016.00	55,017.00	56,264.00	57,755.00
10		52,503.00	53,517.00	54,530.00	55,262.00	56,288.00	57,583.00	59,110.00
11		55,002.00	56,122.00	57,202.00	57,935.00	59,066.00	60,165.00	61,820.00
12		57,502.00	58,818.00	59,875.00	60,607.00	61,845.00	62,746.00	64,531.00
13		60,003.00	61,334.00	62,553.00	62,729.00	63,884.00	65,326.00	67,236.00
14		62,772.00	64,103.00	65,832.00	66,504.00	67,174.00	68,627.00	70,552.00
15		63,972.00	65,253.00	66,522.00	67,188.00	67,853.00	69,295.00	71,205.00
16		65,222.00	66,503.00	67,772.00	68,438.00	69,103.00	70,545.00	72,455.00
17	61,461.00	66,472.00	67,753.00	69,022.00	69,688.00	70,353.00	71,837.00	73,705.00

Appendix 2A

Extra-Curricular Compensation Schedule

	Group I	Group II	Group III	Group IV
2015-17 Base Salary	\$3,835.43	\$2,679.55	\$2,007.03	\$1,712.90

Longevity Compensation Schedule*

Years	Group I	Group II	Group III	Group IV
4 - 7 years	\$250.00	\$187.50	\$150.00	\$125.00
8 - 11 years	\$500.00	\$375.00	\$300.00	\$250.00
12 - 15 years	\$750.00	\$562.50	\$450.00	\$375.00
16 years & up	\$1,000.00	\$750.00	\$600.00	\$500.00
20 years & up	\$1,250.00	\$937.50	\$750.00	\$625.00

*Additional yearly compensation following 4, 8, 12, and 16 years of extra-curricular experience in the District.

Note: Coaching and other extra-curricular positions will be issued a separate “Extra-Curricular Contract” form. The salary amounts stated on the “Extra-Curricular Contracts” shall be derived from Appendix 2. However, it is not intended, nor should it be construed, by using this schedule that any other terms of the Negotiated Agreement are included by reference in the “Extra-Curricular Contract.”

Appendix 2B

EXTRA-CURRICULAR SCHEDULES

I. Group I (Includes varsity athletics)

Alpine Skiing, Varsity Field Hockey, Varsity Football, Varsity Girls Soccer, Varsity Boys Soccer, Varsity Girls Basketball, Varsity Boys Basketball, Varsity Girls Ice Hockey, Varsity Boys Ice Hockey, Varsity Softball, Varsity Baseball, Varsity Tennis, Varsity Track, Golf, Varsity Boys Lacrosse, Varsity Girls Lacrosse, X-Country Track, Musical Producer, and Musical Director

II. Group II (Includes junior-varsity and freshman athletics)

J.V. Field Hockey, Football Assistants, J.V. Football, J.V. Girls Soccer, J.V. Boys Soccer, J.V. Girls Basketball, J.V. Boys Basketball, Assistant Girls Ice Hockey, Assistant Boys Ice Hockey, J.V. Softball, J.V. Boys Baseball, Track Assistants, Assistant Tennis, Assistant Golf, Freshman Field Hockey, Freshman Girls Soccer, Freshman Boys Soccer, Freshman Girls Basketball, Freshman Boys Basketball, Debate, Drama (one-act play), HHS Student Council Advisor, Honors Program Coordinator (x 3), and HMS Musical Director

III. Group III (Includes middle-school interscholastic athletics)

HMS Field Hockey, HMS Football, HMS Boys Soccer, HMS Girls Soccer, HMS Girls Basketball, HMS Boys Basketball, HMS Softball, HMS Baseball, Band Director, Choral Director, HMS Student Council

IV. Group IV (Includes middle-school intramural athletics)

HMS Intramurals (tennis, basketball, HHS Math Team, HHS Musical Choreographer, HHS Musical Costumer, HHS Musical Assistant (50%), HMS Yearbook, HMS Assistant Musical Director

- * Athletic Director - 3 times Group I (only if paid as extra-curricular rather than extra-compensation)
- ** Assistant Athletic Director - 3 times Group II
- *** EMT Coordinator - 3 times Group II

The above salaries will be paid when the sport or activity has been approved by the Board and is in operation. The decision for offering any activity in this area rests with the Board and shall be based on the number of students participating, money available to operate the activity, and other pertinent factors and variables.

Appendix 2C

MINI-GRANT PROGRAM

- A. This program will provide mini-grants that will promote and support after-school activities for students who are not part of the District's regular extra-curricular offerings. Each school shall have a building-based team with the authority to administer the program, based upon very broad parameters:
- The activities will be for students who do not generally participate in existing extra-curricular activities. Especially at the middle and high schools, grants should be for activities which are distinctly different from existing extra-curricular opportunities.
 - The activities should take place after (or before) school or on non-school days.
 - Each school has reasonable discretion to administer the program and to set priorities based on the needs of its students.
- B. The building-based team shall consist of the principal and one or more staff members, as determined by the school's faculty. The faculty and principal may decide to designate as the building-based team a committee already in existence for another purpose. The team shall have the authority to:
- Set application deadlines.
 - Determine the allocation of funds (whether on a first-come-first-served basis or some other means of allocation).
 - Make final decisions regarding the funding of specific activities.
- C. Each school is eligible to receive \$2,000 under the terms of Appendix 2C, Mini-Grant Program.
- D. Funds may be used for supplies, materials, and fees associated with the activity. Funds may also be used to pay a stipend to the sponsor/coordinator of the activity. Payment for goods and non-stipend services must be processed through the district's purchase order (P.O.) system. Stipends will be paid through payroll upon completion of the activity; authorization for payment in the form of a memorandum from the principal to the superintendent should attest to completion of the activity in accordance with the approved application.
- E. In order for a proposed activity to be considered by the building-based team, teachers must submit applications using the Mini Grant Application form.
- F. Upon completion of the activity, the sponsor/coordinator must complete a feedback form, which will be used to evaluate the effectiveness of the mini-grant program.

Appendix 2D

ADDING EXTRA-CURRICULAR POSITIONS OR CHANGING THE ASSIGNED LEVELS OF EXISTING ACTIVITIES

Requests either to add an activity to the extracurricular schedule or to change the assigned level of an existing activity must be reviewed by a four-member review panel representing the HEA and the Board.

- Panel composition: 2 members (appointed by HEA), the superintendent, and one other administrator—other than the building administrator—appointed by the Board or its designee
- Applicants must complete a written Request for Consideration form.
- The applicant must justify the request by addressing the same four basic criteria developed by the 2002 extra-curricular study committee: time, responsibility, visibility, and district expectations.
- The request must have the endorsement of the building principal before it can be submitted to the review panel.
- Requests for consideration must be submitted to the superintendent's office no later than October 31 prior to the fiscal year in which the request would take effect.
- Requests must be approved by at least three panel members in order to be recommended to the Board. If the request does not receive the approval of the majority of the review panel, then it will not be presented to the Board for further consideration.
- After receiving the recommendation of the panel, the Board will make a decision regarding the addition of new extra-curricular activities or the appropriate salary level of existing activities. The decision of the Board shall be final.

Appendix 2E

REMUNERATION FOR ADVISORS AND OTHERS INVOLVED WITH CAREER & TECHNICAL STUDENT ORGANIZATIONS (CTSOs) - (Effective 2007-2008 school year)

1. Advisor stipends shall be 2% of the teacher base salary.
2. \$50 will be paid for each overnight that an advisor, teacher, or other staff member is required to accompany/chaperone students.
3. \$150 per diem shall be paid (for all staff, including support personnel, and regardless of step) for any day outside of the contract.
4. CTSO activities may be submitted for consideration for LSB credit.