

AGREEMENT

BETWEEN

**SOUTHWEST VERMONT UNION ELEMENTARY
SCHOOL DISTRICT**

**MOUNT ANTHONY UNION HIGH SCHOOL
DISTRICT #14**

**SOUTHWEST VERMONT SUPERVISORY UNION
SOUTHWEST VERMONT REGIONAL TECHNICAL
SCHOOL DISTRICT**

AND

**SOUTHWESTERN VERMONT EDUCATION
ASSOCIATION
VERMONT-NEA/NEA**

2024-2026

TABLE OF CONTENTS

ACKNOWLEDGMENT OF ARBITRATION	1
ARTICLE 1 - RECOGNITION	2
ARTICLE 2 - BOARD PREROGATIVES	3
ARTICLE 3 - GRIEVANCE PROCEDURE	4
ARTICLE 4 - ALTERATION OR AMENDMENT OF AGREEMENT	8
ARTICLE 5 - TEACHER ADMINISTRATION LIAISON	8
ARTICLE 6 - SWVEA PRIVILEGES	9
ARTICLE 7 - DUES DEDUCTION	10
ARTICLE 8 - TEACHER RIGHTS AND PRIVILEGES	11
ARTICLE 9 - TEACHER PERSONNEL FILE	15
ARTICLE 10 - SICK LEAVE	16
ARTICLE 11 - TEMPORARY LEAVES OF ABSENCE	17
ARTICLE 12 - SABBATICAL LEAVE	21
ARTICLE 13 - JURY DUTY	22
ARTICLE 14 - REIMBURSEMENT OF EXPENSE	22
ARTICLE 15 - TAX SHELTERED ANNUITIES & IRS Sec.125 FLEXIBLE SPENDING PLAN	23
ARTICLE 16 - HEALTH, DENTAL, LIFE & LONG TERM DISABILITY INSURANCE	23
ARTICLE 17 - UTILIZATION OF SANCTIONS	24
ARTICLE 18 - SUMMER SCHOOL, EVENING ADULT EDUCATION, AND TEMPORARY TEACHING POSITIONS	24
ARTICLE 19 - SEVERANCE/RETIREMENT/DEATH BENEFIT	25
ARTICLE 20 - RETIREMENT - GROUP INSURANCE	26
ARTICLE 21 - PROF. DEV. REIMBURSEMENT	26
ARTICLE 22 - INJURY IN THE COURSE OF EMPLOYMENT	28
ARTICLE 23 - GENERAL	28
ARTICLE 24 - MOUNT ANTHONY - EXTRA-CURRICULAR ACTIVITIES	29
ARTICLE 25 - EVALUATION	31
ARTICLE 26 - REDUCTION IN FORCE	32
ARTICLE 27 - RIGHTS AND RESPONSIBILITIES	34
ARTICLE 28 - ASSIGNMENTS, VACANCIES AND PROMOTIONS	36
ARTICLE 29 - HOURS AND DUTIES GENERAL PROVISIONS	36
ELEMENTARY SCHOOL PROVISIONS	40
MIDDLE SCHOOL [MAUMS] PROVISIONS	41
HIGH SCHOOL [MAUHS] PROVISIONS	43
TECHNICAL SCHOOL PROVISIONS	45
ARTICLE 30 - SALARIES	47
ARTICLE 31 - DEFINITIONS	52
ARTICLE 32 - LONG TERM SUBSTITUTE TEACHER	54
ARTICLE 33 - DURATION AND RENEGOTIATION	55
SIGNATURE PAGE	55
APPENDIX A - SALARY SCHEDULES	
APPENDIX B - EXTRA PAY SCHEDULE	
APPENDIX C - EXTRA CURRICULAR SALARY SCHEDULE MIDDLE SCHOOL / HIGH SCHOOL	
APPENDIX D - PAYROLL DEDUCTION FORM	
APPENDIX E - EXTRA CURRICULAR SALARY SCHEDULE ELEMENTARY SCHOOL	

ACKNOWLEDGMENT OF ARBITRATION

THE BOARD AND ASSOCIATION UNDERSTAND THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS AGREEMENT, THE PARTIES 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.

AGREEMENT

This Agreement is made and entered into by the Southwest Vermont Union Elementary School District, the Mount Anthony Union High School District #14, the Southwest Vermont Regional Technical School District and Supervisory Union, and the Southwest Vermont Supervisory Union, individually, upon all employees of such entities certified as teachers and represented by the Southwestern Vermont Education Association, Vermont-NEA/NEA.

ARTICLE 1
RECOGNITION

1.1 **The Southwest Vermont Union Elementary School District** pursuant to 16 VSA 1991, continues to recognize the Southwestern Vermont Education Association, Vermont NEA (hereafter SWVEA) as the exclusive bargaining agent of (a) persons employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 VSA 1981 ; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.2 **Mount Anthony Union High School District #14**, pursuant to 16 VSA 1991, continues to recognize the Southwestern Vermont Education Association, Vermont NEA (hereinafter SWVEA) as the exclusive bargaining agent of (a) persons employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 VSA 1981 ; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) student assistance counselors; (d) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.3 **Southwest Vermont Regional Technical School District**, pursuant to 16 VSA 1991, continues to recognize the Southwestern Vermont Education Association, Vermont NEA (hereinafter SWVEA) as the exclusive bargaining agent of (a) persons employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 VSA 1981; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) student assistance counselors; (d)

persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.6 **Southwest Vermont Supervisory Union**, pursuant to 16 VSA 1991, continues to recognize the Southwestern Vermont Education Association, Vermont NEA (hereafter SWVEA) as the exclusive bargaining agent of (a) persons employed under contract by the Board as teachers who are certified employable as teachers by the Vermont State Board of Education and who are not administrators as defined in 16 VSA 1981 ; (b) persons certified by the Vermont State Board of Education as guidance counselors, librarians and school nurses who are employed by the Board in such positions; (c) persons employed by the Board who are mandated by statute to be a member of this bargaining unit, provided always that substitute teachers as defined herein shall not be members of the bargaining unit.

1.7 Notwithstanding any provisions in this Agreement to the contrary, recognition is individual by each school system, and not joint. The provisions of this Agreement are binding upon a particular school system only insofar as such provisions pertain to teachers employed by that school system.

ARTICLE 2
BOARD PREROGATIVES

2.1 Except as specifically and directly modified by the express written provisions of this Agreement, The SWVEA agrees that each Board has complete authority over the policies and the administration of its particular school system, which it exercises under the provisions of law. It further agrees that each Board will continue to retain, whether exercised or not, the responsibility and prerogative to direct in all aspects the operation of its particular school system except as same shall be exercised in violation of any of the express terms and provisions of this Agreement. Such prerogatives include, but are not limited to: determining the care, maintenance, operation, and hours of operation of buildings, land, apparatus and other property used for school purposes; determining the number, age and qualifications of pupils to be admitted into the various schools; establishing methods, procedures, and requirements for the professional employment of teachers and other personnel; designating the schools which shall be attended by children; making such provisions as will enable each child of school age to attend school for at least the minimum of the period required by law; providing for the transportation of children, prescribing rules for the management, course of study, discipline and classification of students; selecting and approving the text-books to be used; making rules for the arrangement, use and safekeeping of school libraries and approving the books selected therefore; preparing

and submitting budgets; expending money for the maintenance and operation of the particular school system; making transfers of funds within an appropriated budget. The action of each Board with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration provision herein-after set forth.

2.2 The Board's exercise of any retained right or function in a particular manner shall not preclude the Board from exercising the same right or function in any other manner which does not violate a specific written provision of this Agreement. The Board's failure to exercise any retained right or function shall not constitute a waiver of such right or function at any future time.

ARTICLE 3 GRIEVANCE PROCEDURE

3.1 A grievance is a claim by a teacher, a group of teachers or the SWVEA that there has been a violation, misinterpretation, or misapplication of one or more provisions of this Agreement.

3.2 A teacher having a matter they wish to grieve is encouraged to seek an informal resolution prior to filing a grievance. Such efforts shall not extend the time limit for filing a grievance, but such time limit may be extended by mutual agreement in writing.

3.3 In order for a grievance to be considered under the procedure provided in this Agreement, the grievance must be formally initiated within fifteen (15) days from the date when the grievant knew or should have known of the occurrence of the acts or omissions upon which the grievance is based.

3.4 All the time limits stated herein shall consist of school days for the period commencing with first student attendance day at the beginning of a school year through June 1. During the remainder of the year, the time limits shall consist of all week days (Monday-Friday excluding legal holidays). The parties shall in good faith attempt to proceed so that grievances may be resolved before the close of school in June or as soon as practicable thereafter. Failure of the grievant or Association to adhere to the timelines noted herein shall render the grievance null and void. Failure of the administration or Board to render a decision within the timeline noted herein shall be construed as a denial of the grievance and the grievant or Association may proceed to the next step of the procedure. By mutual agreement in writing between the grievant or Association representative and the administrator, said administrator's step of the grievance procedure may be by-passed and the grievant or Association may move the grievance to the next step of the procedure by the

deadline agreed upon by the grievant/Association and the administrator.

3.5 Step One. A teacher, group of teachers, or the SWVEA, having a grievance that has not been informally resolved as provided above, shall formally submit the grievance, in writing, within the prescribed time to the principal or immediate supervisor with a copy to the Vice-President of the SWVEA and the Superintendent. The written grievance shall contain the following:

- a) The name, assignment, address, and telephone number of the grievant(s).
- b) The specific provision or provisions of the Agreement claimed to be violated.
- c) The time(s) and place(s) the incident(s) or action(s) leading to the grievance occurred.
- d) The name and identity of the persons allegedly involved in the incident(s) or the action(s) leading to the grievance with a description of each person's involvement in the incident(s) or action(s).
- e) A narrative description of all the facts known to the grievant upon which the grievance is based.
- f) The remedy or corrective action sought by the grievant.

Within two (2) days of the submission of a written grievance, there shall be a meeting between the grievant(s) and the principal or immediate supervisor for the purpose of clarifying the facts and issues of the grievance.

Within five (5) days after submission of the written grievance, the principal or the immediate supervisor shall give his/her written reply, with reasons, to the grievant with a copy to SWVEA's Vice President.

Step Two. If the grievance is not settled at Step One, the grievant may, within ten (10) days of the Principal's or immediate supervisor's written reply, or if no written reply, the reply deadline, present the grievance, in writing, to the Superintendent of Schools with a copy of the grievance to the Vice-President of SWVEA. A meeting between the grievant and the Superintendent, or his/her designee, shall be arranged at a mutually agreeable time for the purpose of resolving the grievance within ten (10) days of the receipt of the grievance by the Superintendent. Seven (7) days after the meeting, the Superintendent shall give his/her written reply to the grievant with a copy to the Vice-President of the SWVEA.

Step Three. If the grievance is not settled at Step Two, the grievant may, within ten (10) days of the Superintendent's written reply, or if no written reply, the reply deadline, present the grievance in writing, to the Board. A meeting between the grievant and the Board or its designee shall be held

within thirty (30) days following the Board's receipt of the grievance, or at a mutually agreeable time, for the purpose of resolving the grievance as promptly as practicable. In the event the parties fail to meet within the said thirty (30) days, the grievant may proceed to Step Four. In the event of such a meeting, the Board or its designee shall give its written reply to the grievant, with a copy to the Vice-President of the SWVEA, within ten (10) days after the meeting.

Step Four. If the grievance is not settled at Step Three, the SWVEA, but not the grieving individual teacher or group of teachers, may submit the grievance to binding arbitration by filing a claim for arbitration with the Superintendent no later than thirty (30) days after the Board's written reply, or, if no written reply, the reply deadline. If the Superintendent and SWVEA cannot mutually agree on an arbitrator, either party may request the appointment of an arbitrator by the American Arbitration Association which shall administer the proceedings.

3.6 Arbitration. The following general provisions shall pertain to arbitration:

a) Unless otherwise agreed to by the parties in writing, arbitration shall be administered by the American Arbitration Association and conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

b) The costs of the services of the arbitrator, including per diem expenses, if any, shall be borne equally by the Board and the SWVEA.

c) The arbitrator will confer with representatives of the Board and the SWVEA, hold hearings, and will issue his/her decision as soon as practicable. The arbitrator's decision shall be in writing, and it shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator is empowered to include in any award such financial reimbursement, or other remedies, as is proper provided they shall make no decision which alters, amends, adds to, or detracts from this Agreement or which modifies or abridges the rights of the Board or the SWVEA as provided in the Agreement, or which requires the commission of any act prohibited by law.

3.7 Rights of Participants. Neither the Board, the SWVEA, the Administration nor the grievant will make any reprisals of any kind, or make any effort to influence, pressure, or intimidate any member of the Board, teacher, staff member, or administrator because of his/her participation in the grievance procedure.

3.8 General.

a) The Administration will notify the SWVEA of all formal meetings held with the grievant pursuant to the grievance procedure. A representative of the SWVEA shall have a right to be present at any such meeting.

b) The Board and the Administration will cooperate with the SWVEA and the grievant in the investigation of any grievance by making available to the SWVEA all information in the possession of the Board to the extent that the same is not privileged and is relevant to the grievance. Such information shall be provided without undue delay.

c) The SWVEA and the grievant will cooperate with the Board and the Administration in the investigation of any grievance by making available to the Board and the Administration all information in the possession of the SWVEA or grievant to the extent that the same is not privileged and is relevant to the grievance. Such information shall be provided without undue delay.

d) It is recognized that members of the SWVEA may have to testify in order to properly process a grievance, and so any such member as well as the grievant shall be excused from his/her regular duties. Such excused absence shall be without loss of compensation if such member or the SWVEA notifies the Superintendent at least five (5) days in advance of the date of the hearing or within five (5) days after the assignment of a hearing date, whichever is later.

e) The SWVEA, but not a teacher, may request the Superintendent to require the attendance at a grievance or arbitration hearing of those administrators or other Board employees who have information pertinent to the grievance. The Superintendent shall direct such administrator or employee to attend if such a request is made to the Superintendent at least five (5) days in advance of the date of the hearing or within five (5) days after the assignment of a hearing date, whichever is later. Teachers having information pertinent to a grievance shall attend grievance or arbitration hearings at the request of the SWVEA or Superintendent.

f) All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants and shall not be divulged outside the school systems except in connection with grievance, arbitration and other legal proceedings.

g) The submission of any grievance to arbitration shall constitute a waiver of all judicial rights and remedies which the grievant and the SWVEA may have with respect to the matter submitted to arbitration to the maximum extent such rights and remedies can be waived.

h) Time limits provided in this article may be extended, in writing, by mutual agreement of the Board and the SWVEA.

i) If a grievance affects a group or class of teachers or compensation, the SWVEA may submit such a grievance at Step Two (Superintendent) within twenty-five (25) days after the first day of the occurrence of those acts or omissions upon which the grievance is based. The grievance shall be presented in writing and shall contain all the information required for submission at Step One.

ARTICLE 4
ALTERATION OR AMENDMENT OF AGREEMENT

4.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the SWVEA, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement.

4.2 No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

4.3 With the exception of the matters and processes referred to in Article 29.26, if any of the parties hereto shall, during the life of this Agreement, desire to make any proposal with respect to the modification or alteration of this Agreement or with respect to any matter not expressly covered by this Agreement, the party may submit such proposal, in writing, to the other parties and request a meeting. Within ten (10) days of the submission of such proposal, the recipient thereof shall acknowledge the receipt of the proposal and indicate whether or not the recipient wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by any of the parties hereto as an agreement by any party that said proposal comes within the purview of this Agreement.

4.4 In the event that the State of Vermont enacts legislation during the effective dates of this Agreement that includes money specifically for the purpose of teacher salary improvement, the parties shall open salary and related economic provisions of this Agreement to negotiate modifications of said provisions consistent with the guidelines and/or funding provided in the legislation.

ARTICLE 5
TEACHER ADMINISTRATION LIAISON

5.1 The SWVEA shall provide for a committee composed of the Building Representative and other teachers to meet with the building principal or his/her designee. Meetings may be

scheduled at the request of the principal or the committee during the school year, at mutually convenient times, to review and discuss matters of mutual concern including building based in-service programs.

5.2 Teachers consisting of not more than one teacher from each school building, appointed by SWVEA, shall participate on the SVSU Professional Development Committee to propose, review and discuss in-service programs for SVSU or individual districts. Meetings may be scheduled at the request of the Committee or Superintendent or his/her designee at mutually convenient times.

ARTICLE 6
SWVEA PRIVILEGES

6.1 Upon reasonable advance notice to a principal of a school, the SWVEA representatives shall be allowed to visit the school supervised by the notified principal if such visit is on the SWVEA's own time (including time provided under paragraph 11.7 of this Agreement) and if such visit will not interfere with the duties of the person or persons to be visited.

6.2 In order to discharge the SWVEA's representative responsibilities in the administration of this Agreement, the following SWVEA Association representatives shall not be scheduled for administrative or non-teaching duties:

- a) One (1) representative from the Molly Stark Elementary School.
- b) One (1) representative from the Pownal Elementary School.
- c) One (1) representative from the Shaftsbury Elementary School.
- d) One (1) representative from the Bennington Elementary School District.
- e) One (1) representative from the Mount Anthony Middle School.
- f) One (1) representative from the Southwest Vermont Regional Technical School District.
- g) One (1) representative from the Mount Anthony Union High School.
- h) The President of the SWVEA, provided that any duty-free time may be exchanged with the SWVEA representative for the building in which the SWVEA President works. The SWVEA will inform the Superintendent, in writing, of the name of each representative sufficiently in advance of each succeeding school year so as to permit the appropriate scheduling of all teachers.

6.3 The SWVEA shall have the right to use school buildings in accordance with then current building use policy for the

particular building for the purpose of SWVEA meetings, without cost, at reasonable times, subject only to availability and reasonable notice to the principal of the building.

6.4 The SWVEA shall have the right to use school equipment (excluding equipment in the Central office) such as computers, typewriters, calculators, audiovisual equipment and other technological support equipment within the school building for SWVEA business. Said use shall be subject only to availability and reasonable notice to the principal of the building involved. Expendable material will be at the SWVEA's expense except for material used by SWVEA for presentations to the Board for the building involved or the Administration for the building involved. The public address system may be used to announce date, time and place of SWVEA meetings.

6.5 There will be one (1) bulletin board of appropriate size for the SWVEA in the faculty lounge in each school building for the purpose of displaying SWVEA notices, circulars and materials. Copies of the same will be shown to the principal, in advance, but the principal's approval of the contents of the same is not required.

6.6 Local SWVEA representatives shall have the right to place meeting notices, circulars, and materials concerning conferences and seminars in all teachers' mailboxes. Copies of all such material will be simultaneously delivered to the principal, but the principal's approval of the content of the same is not required. The SWVEA shall also have the right to use the interschool delivery system or email to distribute material of the type described above.

6.7 The SWVEA will be provided an opportunity to present reports and announcements at building faculty meetings.

6.8 The SWVEA will be provided the opportunity to be on the agenda of any orientation program for new teachers and any general meeting for teachers.

ARTICLE 7 **DUES DEDUCTION**

7.1 Each Board agrees to deduct membership dues/agency fees for the SWVEA from the salaries of its teachers as each teacher individually and voluntarily authorizes the Board to deduct, and to transmit the monies promptly to the SWVEA. Teacher authorization will be in writing in the form set forth in Appendix D of this Agreement. Upon receipt of a signed authorization form, each Board will begin making deductions as soon as reasonably possible and continue making the authorization.

7.2 Teachers who authorize the deduction of dues/agency fees during the school year shall have their dues/agency fees deducted in substantially equal installments from each of their remaining paychecks for that school year.

7.3 Notice of any change in the rate of membership dues/agency fees will be given to the Superintendent, in writing, at least thirty (30) days prior to the effective date of such change. Agency fees shall not exceed eighty-five percent (85%) of the Association's dues for that year.

7.4 The Board agrees to transmit the amount deducted to the SWVEA treasurer within two (2) weeks of the deduction. The SWVEA shall deliver for each teacher, if not previously delivered, an appropriately signed SWVEA Dues/Agency Fee Authorization Card.

ARTICLE 8 TEACHER RIGHTS AND PRIVILEGES

8.1 The Board shall reimburse teachers for the replacement or repair of wearing apparel or property damaged or destroyed as a result of student misconduct while the teacher was performing his/her official duties provided, such student's misconduct is not caused or significantly contributed to by the negligence of the teacher. Reimbursement is contingent on a full report of the incident that shall include an identification of all persons involved. Replacement or repair shall be at the discretion of the Board. Reimbursement shall not exceed the actual cash value of the damaged or destroyed apparel or property as established by the Board after consultation with the teacher.

8.2 In the event a teacher elects to bring personal property with a replacement value of more than twenty-five (\$25) dollars onto school premises for the purposes of classroom instruction, such property shall be added to a building property roster in the school office by the teacher. Such roster list shall include the duration of the property's on-premises use, purpose and estimated value. The Board shall not be responsible (a) for any loss or damage in excess of the actual cash value of the personal property sustaining loss or damage, (b) for any loss or damage to the extent recovery is made from insurance insuring the property and from person(s) liable for such loss or damage, (c) for any loss or damage occurring after expiration of the stated duration of the personal property's on-premises use, (d) for any property brought onto the school premises for the purposes of classroom instruction which is not listed on the building property roster, and (e) for any property which the principal in his/her discretion has, after receipt of a written request to add to the building property list, delivered in writing a statement to

teacher refusing to add such property to the building property list.

8.3 The Mount Anthony Board will provide each teacher employed by it with an athletic courtesy card that will allow such teacher to attend, without charge, all Mt. Anthony activities held at Mt. Anthony. The use of this card will entail normal teacher responsibilities upon request of those in charge.

8.4 The Board or its designee shall promptly investigate any complaint made to any member of the Administration by any person regarding a teacher that could be used or included in such teacher's evaluation or could result in the Board taking adverse action against such teacher. Adverse action by the Board, or its designee, against a teacher may include, but is not limited to, adverse reports kept in the teacher's personnel file, oral or written reprimands, suspension, and termination of employment. [See Art. 9 with regard to materials placed in teacher personnel files.]

a) The Board will not take any adverse action against the teacher complained of without first providing such teacher with a written statement describing the substance of the complaint and providing such teacher a reasonable opportunity to respond to the complaint and provide the Board with relevant information.

b) The Board, or its designee, may relieve a teacher of his or her duties, with pay, at the inception of or during the course of such investigation to protect the rights and interests of the Board, teacher, child and/or parent. Relieving a teacher from duty, with pay, does not constitute an adverse action against such teacher, and the fact that a teacher was relieved from duty shall not be considered when such teacher is evaluated.

c) If the Board, or its designee, determines that the complaint has been substantiated, following the completion of the investigation, and after the teacher complained of has had a reasonable opportunity to respond to the complaint, the Board, or its duly authorized designee, may take such action as it deems appropriate pursuant to the terms of this Agreement and applicable law, including, but not limited to, counseling, reprimand, suspension with pay, suspension without pay, or termination.

8.5 If a teacher is asked to meet with the principal or any other member(s) of the administration, /they shall honor such request. If during the meeting the teacher believes they are in a situation that may adversely affect their employment or salary, they may request, and will be given, an opportunity to secure Association representation. If the services of an Association representative cannot be secured within one (1) hour of the teacher's request, the administration will schedule a second meeting to discuss the matter further. At the second

meeting the teacher shall be entitled to have a representative of the SWVEA with them to represent them if they so desire.

8.6 In the event a teacher is required to attend any meeting with any member(s) of the Administration or the employing Board for the purpose of formal discipline including discharge, the teacher shall be given advance notice in writing and they shall be entitled to the SWVEA representation.

8.7 Teachers (except nurses) shall not be required to dispense medication or perform any medical procedures except in the event of an emergency and then only if within the capability of the teacher. If requested, teachers shall participate in training held during school hours designed to prepare them for possible emergencies. Nurses shall dispense medication and perform medical procedures to the extent permitted by law.

8.8 Teachers will not be required to drive students to school sponsored activities in privately owned vehicles.

8.9 All teachers who have responsibility for a student who requires an Individual Education Plan (IEP) shall be informed of the plan and provided with the accommodation page(s) prior to the student's first class of the year if the plan is available, and, if not, as soon thereafter as it is available and practical to do so.

8.10 Teachers shall be notified of a student's IEP and Evaluation Planning Team meetings and teachers are encouraged to make every effort to attend. If scheduling does not permit attendance at the meeting by a teacher, such teacher shall submit comments in advance, in writing, for consideration.

8.11 Teachers shall not be held responsible for shortages incurred in the collection of monies provided reasonable care has been exercised.

8.12 Each Board, the Administration and teachers recognize the applicability of Section 504 of the Rehabilitation Act of 1973 and other similar provisions of law and their respective obligations to make accommodations for students covered by such laws.

8.13 A meeting will be held each spring for teachers in grades K-6 in each elementary school building to give teachers attending the opportunity to suggest the next year's classroom placement for returning students. Such meetings shall be held prior to the administration completing student classroom placement for such school year.

8.14 As defined by relevant state and federal law (by way of example but not limitation, VOSHA and OSHA) teachers shall not be required to work under unsafe or hazardous conditions, or

to perform tasks which endanger their health, safety or well-being. Any alleged violation of this section which has been submitted to a state or federal administrative resolution process or court proceeding shall not be subject to the arbitration provision of this Agreement.

Representative school administrators, in collaboration with faculty and support staff representatives selected by the SWVEA from each building in the collective bargaining unit, and SVSU District staff selected by the Superintendent, shall develop a collaborative committee to discuss issues of staff safety. The committee will meet no later than October 1st of each year and will present its findings to the Board no later than May 1st of each school year.

- a) In the event of severe or persistent behavioral issues, whether in person or through electronic means, the Employee will notify their Principal or immediate supervisor. The Administration will take appropriate, timely, and consistent action, in compliance with Board policy and administrative procedures, to address any instances of violence, threats, or other serious safety concerns involving students or other members of the school community. Employees shall be informed of the outcome of any investigation or disciplinary actions related to such incidents to the extent allowed by law. In the event this disciplinary action resulted in the removal of a person for a period of time more than one day from the Employee's work environment to the extent possible, the Employee will be notified at least twenty-four (24) hours prior to their return and provided reasonable assurance that structures are in place to protect the safety of the Employee moving forward. This provision is not subject to the grievance and arbitration procedure.
- b) When information is available and not legally prohibited, affected educator(s) will be advised of any student(s) in their class who is returning or entering from a correctional facility, mental health facility, an alternative school program, or therapeutic foster care.
- c) To the extent that prior notice can be provided, Employees will be informed prior to being assigned to work with or supervise student(s) whose behaviors could present a behavioral challenge. Employees shall be provided with specific information about the known behavior pattern(s) of the student(s). Employees may request a consultation with the district's behavioral staff in order to receive strategies for managing those behaviors.
- d) Teachers, non-custodial and/or maintenance staff will not be required to perform custodial or maintenance duties.

e) There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee filing a report of an alleged unsafe or unhealthy working condition.

8.15 There shall be no discrimination by the Board or its agents against any employee on the basis of the employee's race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, domicile, marital status or age or against a Qualified individual with a disability. Any alleged violation of this section shall not be subject to the arbitration provision of this agreement.

ARTICLE 9
TEACHER PERSONNEL FILE

9.1 A teacher has the right, periodically and by appointment, to review the contents of their personnel file, excluding confidential recommendations. A teacher will be entitled to have a representative of the SWVEA accompany them during such review.

9.2 A teacher's personnel file in the SVSU Central Office shall be the official personnel file of record. No material, other than confidential recommendations and that of a routine financial nature, shall be placed in a teacher's personnel file until a copy has been delivered to the teacher. A teacher must affix their signature to the copy of the material to be filed. The teacher's signature only signifies that the teacher has reviewed the material and has been given a copy. If a teacher refuses to sign any such material, the SWVEA representative in the building will be requested to sign the material in order to signify that the teacher has seen the material.

9.3 A teacher shall have the right to submit a written response to any material of a non-routine nature that is placed in their file. The response shall be reviewed by the Superintendent, affixed to the pertinent material and placed in the teacher's personnel file.

9.4 A teacher may, upon request, obtain a copy of the material in their personnel file except for confidential recommendations.

9.5 A teacher may from time to time indicate in writing (a) the material in their personnel file which such teacher believes to be obsolete or otherwise inappropriate to retain, and (b) the teacher's reasons for such belief. The Superintendent may destroy such materials but only if the Superintendent, in their sole discretion, deems it appropriate.

9.6 Only those persons who have an official right or reason may inspect a teacher's personnel file. No personnel file will be open to public inspection except with the written consent of the teacher.

ARTICLE 10
SICK LEAVE

10.1 A teacher not on extended unpaid leave shall be entitled to fifteen (15) days of sick leave during each work year of employment on the first scheduled workday of such work year provided, however, that no sick leave shall be available to any teacher who subsequently fails to commence their duties for the work year involved. A teacher on an extended unpaid leave shall, for the work year in which the teacher returns, be entitled to fifteen (15) days sick leave prorated on a work year basis upon the teacher's return to active service (example - teacher returns on the 91st day of school year with 182 work days; $91/182 \times 15 = 7 \%$). Unused sick leave shall be accumulated from year to year up to a maximum of 180 school days. [See also Article 22: "Injury in the Course of Employment"]

10.2 Sick leave may be used only for the following reasons: (1) for the purposes of a teacher's own illness, (2) for medical attention for the teacher which can only be attended to during the regular school day, (3) for rendering 'necessary care or comfort to the following ill members of the teacher's immediate family (teacher's spouse, dependent child, dependent parent, person living in teacher's household). Leave under subparagraph (3) of this section shall not cumulatively exceed 15 days in any one work year, and the teacher's sick leave shall be reduced by the number of days utilized.

10.3 Each teacher can access on the portal or request in writing, by the third pay period of each school year, the number of sick days available to the teacher for the work year (accumulated sick days from prior years plus the sick day entitlement for the year).

10.4 In the event of the absence of a teacher because of illness or injury for more than five (5) days in any work year, the teacher shall, upon request of the Superintendent, submit to the Superintendent a medical report of a Health Care Provider as defined by the FMLA indicating the condition of the teacher and whether they are able or unable to resume their duties.

10.5 Sick Leave Bank: Each teacher shall contribute one (1) sick leave day to a Sick Leave Bank. By default, teachers are automatically enrolled in the Sick Leave Bank. Employees can opt out of contributing and receiving the benefits of the Sick Leave Bank at the beginning of any school year within the first thirty (30) days of school or within thirty (30) days of hire, if they are hired during the school year. The Bank shall

be used to protect teachers who have exhausted their annual and accumulated sick leave and cannot return to work due to a continuing illness, injury, or disability. A teacher who has contributed to the Sick Leave Bank for that year and who is eligible for Sick Leave Bank coverage shall make a request for additional sick leave days, and a committee composed of representatives of the Association shall review the request and may award additional days. No teacher shall receive more than one hundred (100) additional days, over five (5) consecutive years, during a period of illness, injury, or disability. The committee shall establish forms for the Sick Leave Bank. (Sick Leave Bank procedures and forms will be made available from the administration.) The Sick Leave Bank committee does not have the discretion to approve requests that do not meet the criteria outlined above (i.e. illness, injury, or disability). The procedures are subject to collective bargaining.

ARTICLE 11
TEMPORARY LEAVES OF ABSENCE

11.1 Teachers are entitled to two (2) professional days annually without loss of compensation for the purpose(s) of visiting other schools or attending meetings or conferences of an educational nature. A teacher shall make requests for such leave, in writing, to the Superintendent or Superintendent's designee. Such request shall indicate the educational value of the activity and the relevancy to the teacher's assignment, and the request shall require the approval of the Superintendent or Superintendent's designee. The Board will pay (and may advance) or reimburse a teacher for those reasonable lodging, meal and travel expenses, including applicable taxes, and gratuities (not to exceed 15%), associated with participation in the activity, subject to provision of receipts or other suitable documentation and budget limitations. The teacher will give a report on the activity to the faculty and/or administration if so requested. A teacher requesting professional leave shall receive a written reason for such denial within five (5) days of the receipt of a written request by the teacher. For those conferences for which more than three (3) teachers request attendance, leave shall be granted to teacher(s) selected by the Superintendent or Superintendent's designee in accordance with an equitable rotation system established by the Superintendent or Superintendent's designee(s).

11.2 In addition to and exclusive of those professional days available to teachers in Section 11.1 above, the Superintendent or designee may, from time to time, authorize other professional days and professional development opportunities. Teachers may be requested to participate in such opportunities by the administration, and if a teacher does so participate, such participation shall not result in the

reduction of the professional days available to the teacher under the preceding section 11.1.

11.3 Teachers shall be granted temporary leaves of absence without loss of compensation for the following reasons and upon the following terms and conditions:

a) In the event of the death of a teacher's spouse, or a teacher's or spouse's child, sibling or parent for a period not in excess of five (5) work days.

b) In the event of the death of a teacher's, or the teacher's spouse's, aunt, uncle or grandparent, for a period not in excess of three (3) calendar days.

c) In addition, leave time may be granted at the discretion of the Superintendent for persons not listed above (e.g., cousins, significant others, close personal friends, etc.).

d) The leave days noted herein are for use immediately following the death of the designated individual.

11.4 The Board shall grant temporary leaves of absence for the following reasons without compensation and upon the terms and conditions set forth in paragraph (a) below:

- 1) To serve as Exchange Teacher.
- 2) To serve in public office.
- 3) To serve in the military.

a) Terms and Conditions of Leave.

1) A teacher must irrevocably notify the Superintendent, in writing, thirty (30) days in advance of the commencement of a leave, and the teacher shall specify the subparagraph under which the leave is to be taken, the date the leave is to commence and the date teacher will return to the Board's employ.

2) A teacher must reaffirm, in writing, within the period between January 1 and March 1 of the school year prior to teacher's return, the teacher's intention to return to the employ of the Board. The Board need not re-employ a teacher who fails to give such notice.

3) Leaves of absence shall be on such terms and conditions as to compensation and other matters as the Board in its sole discretion may determine.

4) Leaves of absence to teachers to serve in the military shall be in accordance with applicable federal law.

5) The Board shall, upon request of the teacher, re-employ a teacher before the commencement of, or prior to the expiration of, a granted leave if the Board has an unfilled teaching position for which the teacher is qualified and to which no one has been assigned or hired.

11.5 The Board shall grant temporary leaves of absence for the following reasons without compensation and upon the terms and conditions set forth in paragraph (a) below:

- 1) For postnatal care of the teacher's infant.
- 2) For care of a child received for adoption.

a) Terms and Conditions of Leave.

1) Leaves shall be for that period of time not to exceed the balance of the work year in which the leave begins unless extended for one entire work year as provided in the following paragraph.

2) A teacher must notify the Superintendent, in writing, reasonably in advance of the teacher's intention to take a leave under this section [11.5]. Leave is to commence not later than thirty (30) days after the date the teacher receives the child. At the time the leave begins, the teacher shall notify the Superintendent, in writing, of the date that the teacher will return to the Board's employ; provided always, a leave may be extended for one entire work year immediately following the work year in which the leave began upon notifying the Superintendent, in writing, before March 1 that the leave is to be extended for the next entire work year. In the case of a leave commencing after March 1, the teacher must notify the Superintendent, in writing, at the time the leave begins if the teacher is electing to take the next entire work year as leave.

3) A teacher may utilize available sick leave for a disability resulting from or contributed to by reason of pregnancy, childbirth, or miscarriage upon submission to the Board of a written report of a practicing physician verifying a disability that prevents the teacher from performing her duties and the estimated period of the disability. Such leave shall be considered leave under the FMLA/VPFLA provisions of this Agreement in Article 11.11.

4) A teacher may, during the unpaid leave of absence, continue group insurance upon payment of the full monthly premium. Payment of the premium shall be made on or before the 15th day of each month. Such insurance shall be automatically terminated if payment is not received by the payment date, but it may, if the insurer permits, be reinstated upon payment.

5) The Board will grant ten (10) school days of paid parental leave to all employees who qualify for leave under section 11.5.

11.6 The Superintendent or Superintendent's designee shall grant three (3) personal leave days per year to each teacher for important affairs which can only be conducted during the regular school day, including, but not limited to, weddings, funerals for whom no bereavement leave is available, impassable traveling conditions, and religious holidays which, by custom, prohibit regular employment. Personal leave is not intended to be used for social affairs, pleasure trips or part-time employment. If an employee does not use any of their three (3) personal days, those three (3) days will roll over to the following year as sick days. Personal leave days shall be granted as follows:

a) Teachers using personal leave shall submit a signed leave notification form at least three (3) days in advance of the use of the leave (except in cases of emergency). No reasons or approval need be given by the teacher at the time the leave is requested except for leave requested at those times specified in section (b) below.

b) Personal leave may not be used on the workday immediately preceding and/or immediately following a school holiday or vacation or during the last two workweeks of the school year, except when specifically granted by the Superintendent. The teacher shall give a reason for this leave in each instance at the time of request.

11.7 Teachers who are designated by SWVEA shall be granted such temporary leaves of absence without loss of compensation as is necessary for such teachers to discharge their respective obligations as an SWVEA representative. Said leave shall not in the aggregate for all teachers exceed four (4) days per work year per Board.

11.8 The Board, the Superintendent or Superintendent's designee(s) may, but need not, grant (a) extensions of temporary leaves of absence or (b) temporary leaves for such other reasons as deemed appropriate by the Board. The granting of such extensions or leaves shall not be deemed to establish precedent nor be subject to the grievance procedure.

11.9 Unless the teacher otherwise mutually agrees, upon return from a long-term sick leave or a long-term leave of absence which commenced within the same work year, the teacher shall be restored to the assignment which the teacher held at the time the leave was granted if the returning teacher's teaching assignment was filled by a substitute teacher. A teacher returning from a leave of absence where no substitute teacher was employed may be reassigned for the balance of the school year provided said reassignment is neither arbitrary nor capricious.

11.10 A returning teacher shall not advance a level on the salary schedule if the temporary leave was unpaid and was for a period exceeding one-half of a work year.

11.11 Statutory Leave: The Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA") for eligible employees. For purposes of this section, the eligibility requirement that an employing district employ at least fifty (50) employees will be waived and deemed met. Whenever an employee is granted paid or unpaid leave pursuant to the terms of this Agreement, and the employee is also entitled to leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to the Agreement

and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. Employees shall be required to use leave balances during the pendency of the FMLA/VPFLA leave. However, the concurrent use of FMLA/PFLA shall not apply when a teacher is receiving Workers Compensation benefits. An employee may elect to use up to thirty (30) days of any paid leaves to which they are entitled under the terms of this Agreement, during any period of leave provided pursuant to the PFLA, for a parental leave or family leave as defined in Chapter 5; Sub-Chapter 4A; Section 472 of Title 21 of the Vermont Statutes Annotated. Leave for an employee's personal illness or disability shall be provided in accordance with Article 10 - Sick Leave: §§ 10.1 through 10.5 of this Agreement, and neither FMLA or PFLA referred to in this Section shall be construed to limit, in any way, the leaves provided in Article 10 of the Agreement. All other matters regarding the administration of leave provided pursuant to the FMLA and the PFLA shall be as provided by the District's policies and practices.

ARTICLE 12
SABBATICAL LEAVE

12.1 Upon recommendation by the Superintendent, a Board may, but need not, grant to teachers who have been within its employ for at least six (6) years, Sabbatical leaves of absence for study or research (which may include travel) which will increase the teacher's professional ability. Said leave, if the Board in the exercise of its sole discretion grants, shall be upon such terms and conditions as such Board in the exercise of its sole discretion deems acceptable to it; provided however:

a) The leave shall not exceed one (1) school year.

b) The teacher shall enter into a written agreement with the Board that upon termination of the Sabbatical leave the teacher shall return to the service of the Board for at least two (2) complete school years, or, in lieu thereof, reimburse the Board all Sabbatical leave compensation in twenty-four (24) substantively equal monthly payments over the twenty-four (24) month period commencing immediately after the first day of school following the last day of the Sabbatical leave. Reimbursement shall not be required in the event of death or disability that prevents the teacher from returning to the service of the Board.

c) The Sabbatical leave compensation shall be with such insurance and tuition benefits as provided in the written agreement mentioned in paragraph (b) plus 50% of the salary which the teacher would have received for the same period if the teacher had remained employed by the Board in the teacher's usual position, reduced by that amount of stipends, grants or other income to be received by the teacher from other sources for the Sabbatical leave as will result in the teacher receiving no more than 100% of the salary which the teacher would have received for the same period if the teacher had remained employed by the Board in the teacher's usual position.

d) Any teacher desiring Sabbatical leave must make the request, in writing, addressed to the Superintendent no later than February 1 of any year, whereupon the Superintendent shall confer with the applicant and advise the appropriate Board of his/her recommendation on or before the next ensuing March 1.

ARTICLE 13
JURY DUTY

13.1 A teacher who serves as a juror in a federal court or state court and who is thereby caused to be absent from work shall be paid their regular compensation provided such teacher pays to the employing Board, as received, the compensation received for jury duty (excluding reimbursement for expenses for teacher work days). The teacher shall, if time reasonably permits, promptly report for work on those days that such teacher is excused from jury duty prior to the close of the teacher's work day.

13.2 A teacher, if called to serve as a juror at a time when school is in session, shall, in good faith, ask the court to postpone such service to such time as school is not in session.

13.3 It is recognized that teachers may be required to testify at court in matters as part of their teaching duties and any teacher so required shall be excused from their regular duties for the time required. Such excused absence shall be without loss of compensation.

ARTICLE 14
REIMBURSEMENT OF EXPENSE

14.1 A Board shall reimburse motor vehicle expenses incurred by a teacher in its employ who is required to, or who is granted written approval to, use their motor vehicle to perform the duties required by the Board on a monthly basis. Reimbursement shall be at the standard mileage rate provided for in Section 3 of IRS Rev. Proc. 80-7 for the first 15,000 miles. Requests for reimbursement must be submitted during the month immediately following the month in which the travel was performed. Reimbursement shall be paid per the warrant following determination that the teacher's claim for reimbursement is complete and contains such information as Superintendent shall request.

ARTICLE 15
TAX-SHELTERED ANNUITIES &
IRS SECTION 125 FLEXIBLE SPENDING PLAN

15.1 Teachers shall have the opportunity to participate in a 403(B) individual retirement plan or a tax-sheltered annuity. The Board will withhold from a teacher's salary the contracted amount and transmit it to the appropriate insurer. Teachers shall receive accurate earnings statements. If there are any inaccuracies, those inaccuracies must be corrected within thirty (30) calendar days. There shall be no change in the timeliness, amount, or account destination of retirement/annuity contributions without the teacher's knowledge and written approval.

15.2 The Board shall provide an IRS \$125 Flexible Spending Plan for teachers who elect to shelter, to the extent allowed by law, some, or all, of their eligible expenses. Any funds which are designated by teachers for the "125" Plan which are not spent, shall not be returned to the individual teachers.

ARTICLE 16
HEALTH, DENTAL, LIFE, AND LONG-TERM DISABILITY INSURANCE

16.1 The Boards shall offer Dental, Life, and Long-Term Disability insurance coverage to each teacher who is under contract to work at least an average of 20 twenty hours per week.

16.2 Health Insurance: The Boards shall make available to employees enrollment in health insurance plans and payment structures as provided for under the Statewide Health Insurance provisions.

16.3 DENTAL INSURANCE-Group Delta Dental Insurance single coverage shall be provided for a teacher. The Board shall pay ninety (90%) percent of the coverage. Teachers who elect two-person or family coverage shall do so at their own additional expense.

16.4 LIFE INSURANCE-Each teacher who completes required enrollment forms shall be covered by the Board's group term life insurance plan with a face value of twenty thousand (\$20,000) dollars. The Board shall pay ninety (90%) percent of the coverage. Said coverage shall also include accidental death and dismemberment coverage.

16.5 LONG-TERM DISABILITY INSURANCE-Each teacher who completes required enrollment forms shall be covered by the Board's long-term disability insurance plan that provides coverage after one hundred eighty (180) calendar days of disability. The Board shall pay ninety (90%) percent of the

coverage. Each eligible teacher shall apply for LTD coverage at the earliest possible time allowed by the carrier (i.e. so that the benefit will commence at the completion of the 180 day elimination period) and shall utilize this coverage as soon as benefits are authorized by the carrier.

16.6 If a teacher breaks their teaching contract prior to December 31, the teacher shall reimburse the District for the District's premium contributions for July and August as noted below:

If this occurs prior to September 1, the full amount of the contribution will be reimbursed.

If this occurs after September 1, the teacher will reimburse a pro-rata amount based on one minus the number of weeks the teacher worked for the District after September 1 divided by seventeen [i.e., 1 minus 8/17].

The Superintendent shall have the discretion to waive the above noted re-payment in the event he determine the teacher left the District due to unforeseen circumstances beyond the teacher's control.

ARTICLE 17 **UTILIZATION OF SANCTIONS**

17.1 During the term of this agreement, neither the SWVEA nor the teachers shall directly or indirectly engage in a strike, and the Board shall not directly or indirectly engage in a lockout of teachers.

ARTICLE 18 **SUMMER SCHOOL, EVENING ADULT EDUCATION AND TEMPORARY TEACHER POSITIONS**

18.1 All openings for teaching positions in summer school, evening adult education programs and teaching positions of fewer than 100 working days in any calendar year (except for long-term substitutes) shall be publicized by the Board involved or its designee so that teachers and persons from both within and without such Board's school system may apply for such positions. Publication shall include posting of a notice in all the buildings of the Southwest Vermont Supervisory Union. The Board shall give employment preference to regularly employed teachers, but the Board having regard for the preference of regularly employed teachers, may fill such positions with persons of the Board's choice. The Board expressly reserves the right to establish, from time to time, the hours and working conditions for such positions. Regularly employed teachers shall be paid wages in accordance with Appendix B. A regularly

employed teacher shall be deemed to have waived the preference granted hereunder if the teacher does not apply for the position within the time provided in the posted notice (notice shall give at least seven days within which to apply from date of posting) or if the teacher does not promptly accept, in writing, the position when it is offered.

18.2 The Director of the Southwest Vermont Regional Technical School District may select members of the staff to work during the summer recess in the shops to provide care and maintenance of such school equipment as the Board determines needs to be done by such staff members. Any work offered to a member of such staff under this Section (18.2) which a staff member agrees to do shall be paid at the rate of one and seven-tenths percent (1.7%) of such staff member's annual salary for each full forty (40) hour week of work.

ARTICLE 19
SEVERANCE/RETIREMENT/DEATH BENEFIT

19.1 If a teacher irrevocably notifies the Superintendent, by January 6th, of their intention to leave the Board's employment as of the close of the work year, the Board shall pay to such teacher, if they have been employed by a Board or Boards of any member district of SVSU or SWVRTSD for at least fifteen (15) years as a teacher, a sum determined by multiplying one-half(1/2) of such teacher's unused accumulated sick leave days as of the end of the work year by forty dollars (\$40). Sick days accumulated at times when the teacher worked less than full time shall be prorated against full-time equivalency.

19.2 If a teacher irrevocably notifies the Superintendent by January 6th, of their intent to retire as of the close of the work year, the Board shall pay to such teacher, if they have been employed by a Board or Boards of any member district of SVSU or SWVRTSD as a teacher for at least fifteen (15) years and is eligible for Vermont State Teacher Retirement benefits, a sum determined by multiplying such teacher's unused accumulated sick leave days as of the end of the work year by sixty (\$60) dollars. Sick days accumulated at times when the teacher worked less than full time shall be prorated against full-time equivalency.

19.3 In the event a teacher who has been employed by a Board or Boards of any member district of SVSU or SWVRTSD for at least fifteen (15) years as a teacher dies while in the employ of such Board prior to being paid the sum provided for in paragraph 19.1 or 19.2, such sum shall be paid to the teacher's spouse or estate.

ARTICLE 20
RETIREMENT-GROUP INSURANCE

20.1 Upon retirement, a teacher may continue group insurance, in accordance with the provisions of the group insurance policies, at the teacher's own expense. A teacher shall pay for such insurance, monthly, in advance. The Board may terminate such insurance upon failure of the teacher to make payment as provided herein, but shall reinstate such insurance upon payment if and when permitted to do so by the Board's insurance company.

ARTICLE 21
PROFESSIONAL DEVELOPMENT REIMBURSEMENT

21.1 The Board and the Association recognize the need for professional staff development due to the changing needs in the classroom as well as the changing expectations of the society within which the schools operate. As a result of this recognition, teachers are encouraged to take advantage of professional development opportunities that will enhance the ability of the schools of the SVSU to deliver quality education to the children of those schools. The Board agrees to reimburse for professional development expenses under the provisions below.

21.2 Subject to the limitations provided below, the Board shall reimburse a teacher for any college course approved in advance by the Superintendent for that teacher provided that the teacher receives a B minus or better grade or if the course is pass/fail, the teacher receives a grade of pass. Teachers will be reimbursed at University of Vermont rates up to a maximum of six semester hours per fiscal year. A Board shall also reimburse a teacher for the charges and fees required to participate in the certification program conducted by the National Board for Professional Teaching Standards. Requests for reimbursement must be made within forty-five (45) calendar days of issuance of the final grade for the course or certification of completion of a component of the National Board Certification program. Reimbursement for a completed course will be made within sixty (60) days after submission of a final grade report and a receipted bill to the business office. In the case of National Board Certification, reimbursement will be made within sixty (60) days following provision of written proof of completion of a component required by the National Board for certification and presentation of a receipted bill to the business office. Where a teacher wishes to take a course applicable to their field that is not available at UVM rates, the Superintendent is empowered to approve additional tuition reimbursement for such a course. Teachers who are enrolled in courses required for the initial career technical education endorsement shall receive full

reimbursement for all coursework prescribed to the teacher's Career and Technical Education Program Personalized Learning Plan, endorsed by the Superintendent, Career & Technical Education Program Director, and the teacher, provided that the teacher receives a B minus or better grade.

21.3 The Superintendent or Superintendent's designee may, from time to time, authorize attendance at conferences, and the Board shall reimburse the teacher for those reasonable expenses associated with participation, including travel expense, board and room, and registration costs to the maximum amount per fiscal year available as professional development reimbursement for three semester hours under Article 21.2 above.

21.4 An institute, for the purposes of this Agreement, shall be a conference which offers graduate credit. To receive reimbursement for the additional graduate tuition costs relating to the institute, (up to the maximum available for three semester hours under Article 21.2), a teacher must demonstrate: (1) 15 hours of contact time per academic credit granted, and (2) completion of required additional substantive written work, that has classroom applicability, equivalent to graduate level course work. A teacher receiving reimbursement under this paragraph shall have reimbursement deducted from amounts available under Article 21.2 in the work year in which the reimbursement is received.

21.5 Reimbursement for professional development opportunities shall be directly related to the district's long-range curriculum and staff development plan, the state and district approved-Vocational Certification Professional Development Plan, or the state approved Administrator Certification Professional Development plan.

21.6 If a request for professional development reimbursement is denied, the Board or its designee shall give the teacher a specific, articulable reason for its denial of tuition reimbursement in writing. Within thirty (30) days of receiving a denial for tuition reimbursement, the teacher may request that the Local Standards Board established pursuant to Vermont Department of Education Rule 5620 review the Board's or its designee's denial. The Local Standards Board shall consider information provided by the teacher and the Board, or its designee, and promptly recommend whether the request should be granted or denied. Upon receipt of the Local Standards Board's recommendation, the Board, or its designee the Superintendent, shall issue a final decision. In the event of a grievance regarding a denial of tuition reimbursement, the decision of the Board or its designee shall be presumed to be fair and consistent with this Agreement if the Board's denial was made in good faith for a specific and articulable reason. At each stage of any grievance, if the Board has a specific,

articulable reason for the denial of tuition reimbursement, then the teacher has the burden of proving, by clear and convincing evidence, that the Board's decision was arbitrary or capricious or made in bad faith.

ARTICLE 22
INJURY IN THE COURSE OF EMPLOYMENT

22.1 If a teacher, because of injury sustained in the course of and arising out of a teacher's employment by the Board, is receiving worker's compensation benefits, the Board shall pay to such teacher each pay period, so long as such teacher is receiving benefits, an amount equal to the difference between the teacher's salary at the time of such injury and the amount of weekly indemnity being received by the teacher. The total amount payable under this article because of any one injury shall not exceed an amount obtained by multiplying the number of such teacher's accumulated sick leave days by such teacher's per diem rate. (Total amount payable = number of teacher's accumulated sick days x teacher's per diem rate.) The number of accumulated sick leave days available to the teacher shall be reduced by an amount equal to the total sum paid to the teacher under this article divided by the teacher's per diem rate. (Number that accumulated sick days is to be reduced by total sum paid to teacher divided by teacher's per diem rate.)

22.2 If the illness or injury of a teacher comes within the purview of both this article and Article 10 "Sick Leave", it shall be deemed to come within the purview of this article, and such teacher shall be paid as is provided in the preceding paragraph.

ARTICLE 23
GENERAL

23.1 Copies of this Agreement shall be available on the Southwest Vermont Supervisory Union website within thirty (30) days of the signing of the Agreement by all parties.

23.2 If any article, provision, or application of this Agreement is adjudged to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Agreement as a whole, or any part thereof, other than the part so adjudicated. For any article or section adjudged to be illegal, each Board and the SWVEA agree to reopen negotiations as to matters dealt with in such article or section.

23.3 The parties shall furnish to the others, upon request, such non-confidential information as is required, to develop proposals. Such information shall be provided within a reasonable period of time.

23.4 Copies of the agenda of each public meeting of a Board and minutes of a Board shall be timely sent by e-mail to the SWVEA President and the unit representative designated by the SWVEA for such Board.

23.5 All written correspondence to a particular Board will be directed to the Board Chairperson at the Chairperson's home address with a copy to the Superintendent. All written correspondence to the SWVEA will be directed to the President of the Southwestern Vermont Education Association at the President's home address or as otherwise specified by the SWVEA to each Board.

ARTICLE 24

MOUNT ANTHONY - EXTRA-CURRICULAR ACTIVITIES

24.1 The Mount Anthony Board may, but need not, assign Mount Anthony teachers to those duties provided for in Appendix C. If a Mount Anthony teacher is so assigned and accepts such assignment (a teacher need not accept an assignment), the Mount Anthony teacher accepting such assignment shall receive as compensation the amount determined in accordance with the provisions of this article and Appendix C. A teacher accepting an assignment under this section shall inform the building administrator on any occasion when performance of duties accepted under Appendix C will conflict with the teacher's attendance at a faculty meeting. The teacher shall cooperate with requests of the building administrator to minimize such conflict and ensure that the teacher receives information relevant to the teacher that is disseminated during the faculty meeting. Nothing in this Agreement shall be construed as (a) requiring the Board to establish or maintain any position referred to in Appendix C, or (b) precluding the Board from adding any other positions, or (c) requiring the Board to appoint teachers to the positions generally referred to in Appendix C. It is agreed that the satisfactory performance of duties for those positions generally referred to in Appendix C will entail work beyond the regular workday.

24.2 If either Board creates a position that is not set forth in Appendix C, the responsible Board at the time such position is created will establish a temporary index for the position, and the Board may proceed to post and fill the position. Thereafter, the Board and the Association will meet

to bargain the final index consistent with indices assigned comparable positions as set forth in the Extra Curricular Salary Schedule attached as Appendix C. Upon approval of a final index by the Board and Association, Appendix C shall be amended to incorporate the agreed-upon change. If the resulting pay agreed upon is greater than the temporary pay, the increase will be paid retroactively to the appointee. If either Board proposes to modify an index for a position contained in Appendix C, the responsible Board shall propose the modification to the Association. Upon approval of the index modification by the Board and Association, Appendix C shall be amended to incorporate the agreed-upon change.

24.3 If the Board intends to drop a position listed in Appendix C, the Board shall give written notice thereof to the most recent advisor/coach for the position at least ten (10) calendar days prior to the Board meeting at which final action is anticipated. At this Board meeting, the advisor/coach will be given an opportunity to discuss the continuance of the activity.

24.4 Before undertaking to assign or reassign any person to a position described in Appendix C, there shall, at least ten (10) calendar days prior to the date upon which such assignment is contemplated, be posted upon one or more of those bulletin boards in the Mount Anthony and SVRTSD Faculty Room a notice designating the positions involved. Applications for such positions shall be accepted from Mount Anthony teachers and others within and without the Mount Anthony School District. In an emergency, an interim assignment may be made to a position. Thereafter the Board shall proceed to post and make the final Assignment as promptly as practicable. The Mount Anthony Board agrees that it shall, in selecting an applicant, consider the background, attainments, and experience of each applicant together with such other factors it shall deem to be relevant. If, in the judgment of the Superintendent, the background, attainments, and experience of the applicants deemed by him to be most qualified are, in his opinion, substantially equal, he/she will so advise the Board and the Board will give preference to an applicant who is a Mount Anthony teacher. Compliance with the procedural provisions of this paragraph and the preceding paragraphs of this article (but not the substantive decisions made hereunder) shall be subject to grievance and arbitration under Article 3.

24.5 An appointment to a position provided for in Appendix C shall be made annually and for a term of one (1) work year. A Mount Anthony teacher so appointed shall not be removed from such appointed position during the term of his/her appointment without just and sufficient cause.

24.6 Each teacher shall be annually evaluated for each extracurricular position held. The results of such evaluation(s)

shall not be considered in evaluating a teacher's suitability for the position of a teacher.

24.7 The SWVEA may petition the Board, in writing, for a reassignment of a category level where the category level is not consistent with the guidelines set forth in the Extra Curricular Salary Schedule attached as Appendix C.

ARTICLE 25
EVALUATION

25.1 Teacher evaluation is solely an administrative responsibility, and it shall be conducted only by the Superintendent or Superintendent's designee(s). Designee(s) must be a licensed administrator employed by the Board or the Southwest Vermont Supervisory Union. This provision does not preclude academic entities that award college level credit courses taught at the SVRTSD from evaluating the content of such courses and not the teacher/instructor. Any such evaluation will not be held negatively against a teacher and shall not be placed in the teacher's personnel file, as it is solely for the purposes of awarding dual enrollment credit to SVRTSD students.

25.2 The formal monitoring and observation of a teacher leading to that teacher's evaluation shall at all times be conducted openly. Public address or audio systems and similar surveillance devices shall not be used to evaluate a teacher except by prior, specific written agreement with the teacher.

25.3 The Board may develop or revise the evaluation standards, procedures, and forms to be used in the evaluation of teachers. The SWVEA shall be invited to participate in the development or revision of standards, procedures, or forms, and SWVEA will be given an opportunity to comment prior to the Board's adoption of an evaluation change.

25.4 A Post-Observation Conference will be scheduled and conducted within three (3) school days of the completion of each Formal Administrative Observation. A written summary of each formal Administrative Observation will be provided to the faculty member no more than twelve (12) school days after the post observation conference. Upon receipt of the Formal Administrative Observation Written Summary, the faculty member may have a written response attached if such response is received within ten (10) days. See the Southwest Vermont Supervisory Union Evaluation & Professional Growth Plan for more information regarding this timeline.

25.5 The above procedural steps must be taken prior to the forwarding of an evaluation to the Superintendent's Office.

25.6 Information that is obtained through self-evaluation shall not be used by an administrator or supervisor in the District's evaluation of a teacher.

ARTICLE 26
REDUCTION IN FORCE

26.1 It is the sole responsibility of each Board to determine the number of teaching positions to meet the Board's educational requirements. A teacher shall be notified in writing on or before 5:00 P.M. on May 15 of each year if his/her contract for the next work year is not to be renewed. The SWVEA may, by written notice delivered to the Superintendent before November 1 of any year, cause the date to be April 15 instead of May 15. [For Non-Renewal of a Contract; see. 27.4-5]

26.2 Reduction in force shall be accomplished by laying off those teachers having the least seniority (length of service) as will enable the Board to meet its anticipated staffing needs. A teacher possessing two or more certification endorsements shall displace the least senior teacher in the certification area in the order of the teacher's listed preference on the "length of service list."

26.3 A grievance concerning a layoff of a teacher under this article must be submitted to the Board under Article 3 at Step Three within ten (10) days (determined as provided in Section 3.4) after the said teacher receives written notice of the Board's action.

26.4 Length of service means a teacher's continuous length of service within the bargaining unit from his or her date of Board appointment or first day of work, whichever is the earlier. Length of service shall continue but shall not additionally accrue during:

a) The period of time in which a teacher has been laid off and is entitled to recall under this article, and who is recalled to employment.

b) The period of time in that the teacher is employed by the Board in a position outside the bargaining unit and returns to employment in the unit.

c) The period of time a teacher is on an approved unpaid leave of absence.

26.5 Teachers having identical length of service shall be ranked by academic degree with the teachers having the highest academic degree the highest ranking. Teachers having identical length of service and identical degree shall be ranked by credits earned after the highest academic degree, with the

teacher having the greatest number of credits the highest ranking. Teachers having identical length of service and identical degree and identical number of credits in the highest academic degree shall be ranked by the order of Board appointment as listed in the minutes of the Board.

26.6 Each Board will provide to SWVEA, annually, in writing, a "Length of Service List" with certification endorsement(s) held by each teacher in the order of the teacher's preference and shall post the same on the bulletin board(s) described in Section 6.5 of this agreement by January 15th. All errors and omissions in such list shall be presented in writing to the Superintendent by February 15th. After February 15th, the said "Length of Service List" shall be final and binding upon all parties and all teachers except those for which an error or omission is claimed, in writing, prior to February 15th. It shall be final and binding upon all parties and teachers for which an error or omission is claimed in writing prior to February 15th after such error or omission is corrected.

26.7 A teacher who has been laid-off under this Article shall be entitled, during the two-year period following such teacher's last day of employment to be recalled by the Board who laid-off such teacher to employment as a teacher in any of the following positions for which such teacher is certified:

Any vacant position resulting from the death, resignation, or retirement of a teacher or the creation of a new position, or a previously created position that has never been filled.

Any position that is anticipated to be vacant, by virtue of a leave of absence granted under Article 11, Temporary Leaves of Absence, or Article 12, Sabbatical Leave, for ninety (90) days or more.

26.8 During the recall period, teachers eligible for recall shall be notified by said Board by certified mail, return receipt requested, addressed to their last address of record on file in the Superintendent's office, and they shall be given preference for unfilled teaching positions for which they are certified in the inverse order of their respective layoff. Teachers so notified shall have ten (10) calendar days from the date of mailing of written notice to accept the employment offer. If a teacher fails to accept the position within the aforesaid ten (10) day period, such teacher will be deemed to have refused the position offered. A teacher who accepts the offered position shall report to work within the aforesaid ten (10) day period unless such teacher is unable to report because of illness or injury.

26.9 All unutilized benefits to which a teacher is entitled at the time of the teacher's layoff shall be restored to the teacher, in full, upon re-employment of the teacher

within the recall period. Placement on step of the salary schedule for the recalled teacher shall be according to experience and education as provided for in Article 30.

26.10 A teacher who is laid-off by a school district within the Southwest Vermont Supervisory Union or the Southwest Vermont Regional Technical School District and Supervisory Union and hired by another school district within either Supervisory Union shall not suffer a loss of salary, benefits, or seniority due to the change of school districts.

26.11 A laid off teacher who has indicated their availability for substitute teaching to the Board who laid off such teacher shall have their name included on the substitute teacher list for such Board. Laid off teachers names shall be listed first in order of length of service on the list such Board uses to call substitutes.

ARTICLE 27 **RIGHTS AND RESPONSIBILITIES**

27.1 The SWVEA recognizes the authority and responsibility of the Board and Administration to discipline, suspend, dismiss, and non-renew the contract of a teacher for good and sufficient cause. Such actions shall be subject to grievance and arbitration provisions as provided in Article 3 of this Agreement except as provided in Section 27.2.

27.2 In the event a teacher is suspended and appeals such suspension under the procedures of 16 VSA section 1752 (c) through (j), or is contractually non-renewed and appeals such non-renewal under the procedures of 16 VSA section 1752 (b), the teacher may either (1) appeal under 16 VSA section 1752 or (2) submit a grievance within thirty (30) days of the decision directly to Step Four (binding arbitration) of Article 3.

27.3 The filing of a written notice of appeal with the Clerk of the Board pursuant to 16 VSA section 1752 or submission of a grievance to arbitration under Article 3 shall constitute an irrevocable election to pursue the first initiated and shall be a bar to the pursuit of any and all other remedies.

27.4 If the administration is considering the non-renewal of the contract of a non-probationary teacher for reasons of teacher performance, the administration shall provide the teacher with a written notice of such intent by January 15. Such notice shall indicate those areas of performance that are unsatisfactory and provide a specified time for their correction. [For Reduction in Force, see 26.1]

27.5 Notification of non-renewal of contract based on performance shall be sent to a non-probationary teacher no later than March 15, and such notice shall include the reason(s) for the non-renewal. Notification of non-renewal or termination of a probationary teacher's contract shall be sent to the teacher no later than April 15.

27.6 Individual contracts of employment for the ensuing year shall be offered to non-probationary teachers on or before March 15. Individual contracts of employment for the ensuing year shall be offered to probationary teachers on or before April 15. If a teacher does not have a valid Level I or II license and compliance with highly qualified teacher requirements, if applicable, for the next school year on file with the District by June 15 the Superintendent shall have the discretion to revoke the teacher's contract for said year. Such contracts shall be subject to and consistent with the terms and conditions of the Collective Bargaining Agreement as from time to time is in effect. If an individual contract of employment contains any language inconsistent with the Collective Bargaining Agreement then in effect, the Collective Bargaining Agreement in effect for the work year involved will be controlling. A teacher who has not accepted offered employment by returning a signed individual contract of employment within fifteen (15) calendar days of receipt of the offer shall be deemed to have resigned his/her employment effective as of the end of the current work year, provided always an extension of time to March 30 for non-probationary and April 30 for probationary teachers shall be given to each teacher who requests the same in writing, delivered to the Superintendent within the aforesaid fifteen (15) day period. Notice by a teacher under this paragraph, if delivered by mail, shall be sent certified mail, return receipt requested.

27.7 A teacher hired for a position covered by this Agreement shall be employed as a probationary teacher until the teacher completes two (2) school years. An SVRTSD teacher hired for a position covered by this Agreement shall be employed as a probationary teacher until the teacher completes three (3) school years. After three (3) school years, teachers that have not obtained a Level 1 Vermont Professional Educator license with the appropriate CTE endorsement will remain as a probationary teacher until such license is obtained. Completion of a school year shall require actually working no less than one hundred and sixty (160) student days during a single fiscal year. During any year of probation in which a teacher can be expected to work no less than one hundred and sixty (160) student days, the administration will perform a minimum of two (2) formal observations, the first of which will occur prior to November 15. The non-renewal of a probationary teacher by the Board shall not be subject to the good and

sufficient cause standard set forth in Section 27.1, or the grievance and arbitration procedures of this Agreement.

ARTICLE 28
ASSIGNMENTS, VACANCIES AND PROMOTIONS

28.1 Teachers shall be notified, in writing, by the Superintendent or Superintendent's designee of their next year's teacher assignment on or before June 15. A teacher's assignment may, but need not be, the same as his/her current assignment. The Superintendent may change a teacher's assignment during the period from the date it was given through June 15 and thereafter up to and including the first day of classes for the next school year. A reassignment after June 15 shall not be arbitrary or capricious, and the reasons for the change will be included with the written notice of change. A teacher who has his/her teacher assignment changed after June 15 shall be given such assistance by the administration to effectuate the change as is reasonable and appropriate. Such assistance may include up to five (5) days, with pay, for record keeping or the preparation of different instructional materials. Each additional day in excess of the regular work year identified in Article 29.4 shall be paid at the teacher's per diem rate. Reasonable and appropriate moving assistance shall also be provided if an elementary teacher is required during the school year to relocate their classroom.

28.2 A teacher who is employed by a school district covered by this agreement shall not suffer a loss of salary, benefits, or seniority due to a move to another school district covered by this agreement provided there is no break in employment following separation from the original employing district.

28.3 A notice of all teaching vacancies shall be given in writing to the President of the SWVEA. Vacancy notices shall include desirable qualifications, salary range, deadline for applications and where applications should be submitted.

ARTICLE 29
HOURS AND DUTIES
GENERAL PROVISIONS

29.1 The work day for classroom teachers will begin at the time assigned to each teacher by the Superintendent or his/her designee, and it shall be for a period of seven and one-half (7.5) hours. The workday shall include time utilized for a duty-free lunch period. The Board may modify the workday, but such modification shall not increase the length of the workday beyond

the aforementioned seven and one-half hours, plus time as hereinafter provided.

29.2 Teachers will be provided a duty-free lunch period, the duration of which will be consistent with that provided to the students in the particular building. A teacher may leave the building during their lunch period provided such teacher shall record, in writing, their leaving and return in such manner as the Superintendent or his/her designee shall from time to time establish. A teacher who the Superintendent or Superintendent's designee determines has left early or returned late from a lunch period may thereafter be prohibited from leaving the building during the lunch period.

29.3 The Superintendent or Superintendent's designee, may, but need not, permit a teacher to leave the building before the end of their workday when the teacher is free of all duties. Teachers so leaving shall obtain the permission of the principal or their designee and shall record, in writing, their leaving and return in such manner as the principal, or their designee, shall from time to time establish.

29.4 The regular work year for teachers shall be designated by the school calendar adopted annually by the Board. The work year shall not exceed one hundred eighty-seven and one-half (187.5) days consisting of not more than one hundred and seventy-nine and one half (179.5) student days (the half day is the day before Thanksgiving) and eight (8) in-service days.

29.5 The Boards and SWVEA concur that professional learning activities should be planned and coordinated to promote school improvement goals, curriculum development and staff learning opportunities to all students' individual needs. Boards, and the SWVEA, agree to plan and provide SVSU professional learning activities with a professional development committee composed of the Superintendent or designee, one (1) teacher representative from each building, one (1) special education teacher, one (1) intervention teacher, one (1) elementary administrator, one (1) middle school administrator, one (1) high school administrator, one (1) alternative program teacher/administrator and two (2) central office representatives. Each school building's professional learning days scheduled by the Board shall include programs and activities jointly planned by the administration and faculty in each building. Two teacher designated in-service days (working days without students) shall be reserved and used for classroom preparation and closing at the discretion of the teacher.

29.6 Professional learning/in-service days will be allocated as follows: two (2) teacher designated in-service days that shall be reserved and used for classroom preparation and closing at the discretion of the teacher; one (1) in-

service day shall be scheduled for each grade level to be used as a teacher workday with the individual teacher solely responsible for planning the work for that day; four (4) professional learning days, or equivalent hours, to be developed collaboratively with the SVSU administrators, Professional Development Committee, and principals to meet school improvements needs; and two (2) building professional learning days to meet school improvement goals.

29.7 The SWVEA may form a committee inclusive of teachers from the several districts in order to propose a school calendar for the following school year by March 1 of the immediately preceding school year, which shall take into account the number of instructional and in-service days required under the contract as well as the required coordination with school districts which send students to the SVRTSD. The Superintendent or Superintendent's designee shall consider any suggestions offered by the SWVEA before finalizing the calendar. The Superintendent does not waive their obligation to set the school calendar under applicable Vermont Law.

29.8 Teacher(s) except for guidance counselor(s) may, upon thirty (30) calendar days' written notice, be required to work a maximum of two (2) days per work year immediately before or after the regular work year. Guidance counselors may, upon thirty (30) calendar days' written notice, be required by the Board to work in excess of the regular work year to a maximum of ten (10) days per work year, up to five (5) days immediately before and five (5) days immediately after the regular work year. Such additional days and any other additional days voluntarily worked with the written approval of the Superintendent shall be paid for at the teacher's per diem rate.

29.9 The Superintendent or Superintendent's designee may, with the consent of an affected Early Education Program teacher or educational consultant, schedule such teacher's work days over the twelve (12) months of a fiscal year.

29.10 Teachers may be required to participate in meetings for special needs students and for Student Evaluation and Planning Teams after the time for student dismissal. Teachers shall comply with the requirements of Federal Law under the IDEA and other applicable law.

29.11 The Superintendent or Superintendent's designee shall establish duty rosters to ensure that duties are performed by all teachers whose assignments so permit.

29.12 A teacher and the Superintendent or Superintendent's designee may agree to teacher reporting times or dismissal times earlier or later than the regular building schedule provided that the teacher's work day is neither increased nor decreased.

29.13 When schools are closed due to an emergency including, but not limited to, weather conditions, teachers are not required to report for work. Teachers may be requested to work, and if the teacher works (a teacher need not work), the teacher shall be paid at such teacher's per diem rate.

29.14 Teachers will not be required to chaperone school sponsored extra-curricular activities commencing after the end of teacher's workday unless it is part of the teacher's extra-curricular duties. These activities and programs may include, but are not limited to, gym programs, seasonal programs, music programs, and enrichment programs.

29.15 Teachers shall attend such meetings and do such work as is reasonably necessary to obtain Public School Approval or NEASC/PSA. Such time shall be scheduled during the workday whenever practicable.

29.16 Teachers will have three (3) school days to schedule a mutually agreeable meeting time for conferences with parents, students, guidance counselors or the administration.

29.17 Teachers may not be required to participate in field trips which involve an overnight stay.

29.18 Teachers may, but need not serve as a designated teacher in charge in the absence of the building administrator provided the teacher, once having agreed to so serve, completes that which the teacher agreed to do for an annual stipend of \$1,200 per year. In the event that payment of the stipend requires proration due to long-term absences such as FMLA leave, the proration shall be based upon the work days of 187.5. The stipend shall be paid in two installments.

29.19 All teachers, including Special Education and Title teachers, may be required to remain after the regular workday for up to one (1) hour without additional compensation, no more than two (2) times per month to attend faculty or other professional meetings. In addition, special education teachers and reading teachers may be required to attend up to two (2) additional district-wide, or other professional meetings, of up to one (1) hour duration each year. Meetings will begin as close as practicable after the regular school day.

29.20 All teachers may be required to attend (1) "Open House" during the work year. If a teacher teaches in more than one building, such teacher may be required to attend an "Open House" at each building, provided the dates of the Open houses do not conflict. MAUHS teachers will be required to attend two Open Houses during the school year, one in the fall and one in the Spring Semester.

29.21 All teachers are required to submit lesson plans. The content and frequency of lesson plans will be defined by the Principal or their designee within the first two (2) weeks of each school year, and the staff will be informed of any subsequent changes. Requirements should be of an equitable nature and not capricious. Skill Center classes do not require lesson plans.

29.22 The administration may not rename or redefine a position defined in this agreement, create new positions under this contract that have the effect of increasing the teaching load of the existing instructional staff without bargaining for the change.

ELEMENTARY SCHOOL PROVISIONS

29.23 Teacher may be assigned to regular duty rosters by the Principal to ensure adequate supervision of students. Duties shall be assigned based on a consideration of both the type and relative time requirements of the specific duties. On a day a teacher is assigned to more than one building in the Supervisory Union, they shall not be assigned administrative duties. (For example, if a teacher is assigned to two buildings on Tuesday, they will not be scheduled for administrative duties on that day.) They may be assigned administrative duties on any day when the teacher is only in one building.

29.24 Elementary teachers will participate in one fall and one spring parent conference to be arranged by each Board. A teacher may schedule conferences after school and/or during the evening. Elementary teachers may leave the school after completing scheduled conferences.

29.25 Each elementary teacher shall be assigned no less than two hundred (200) minutes of preparation time per week. Each special education teacher, special subject teacher or librarian shall be scheduled for an amount of preparation time equivalent to the weekly average of preparation time of the regular classroom teachers in the building where they are assigned. If a teacher is required to forgo their preparation time for other reasons, such as administrative meetings, student staffing issues, or the absence of the special subject teacher or librarian, the teacher shall be compensated at the following rate for lost preparation time:

0 - 30 Minutes	\$22.50
31 - 45 Minutes	\$28.00
46 - 60 Minutes	\$34.00

If coverage extends over 60 minutes, the payment cycle repeats.

29.26 In order to afford elementary teachers non-student contact time so that they may collaborate with colleagues, work with individual students, meet with parents, or prepare classrooms for daily lessons at the start of the teachers' day, on or before January 15, 2012, the Superintendent will work with the Principals, Boards and Association representatives of the elementary districts to establish time for these specific purposes.

29.27 Within two (2) weeks of the first student day each school year, each elementary school principal shall designate, and the school staff shall be notified, of each individual who may serve as the "professional in charge" whenever the principal is out of the building. If there is any change to this list of individuals during the school year, the staff will be so notified. Whenever the principal is out of the building both the individual who will serve and the principal's secretary will be notified of who will serve as the professional in charge.

MIDDLE SCHOOL[MAUMS] PROVISIONS

29.28

a. Teachers in all areas may be assigned up to an average of two hundred and forty (240) minutes of instructional time per day. Any unused portion of a teacher's instructional time together with an additional seventy-two (72) minutes per day may be assigned as student contact time provided the total instructional and student contact time assignments do not exceed three hundred and twelve (312) minutes per day. Instructional time is defined as time a teacher is teaching an assigned class or laboratory. Student contact time is defined as time spent providing additional academic support with the teacher's enrolled students; student advisory periods; team meetings; time spent supervising a behavioral detention; parent conferences and communication; IEP and special education support services meetings; and counseling meetings with students. Teachers shall be assigned a preparation period of not less than an average of one instructional block day, and the administration shall make a reasonable effort to schedule every teacher a daily preparation period.

b. Teachers may agree to be assigned to teach up to an additional block of instructional assignment in lieu of 30 minutes of administrative duties. A teacher may also agree, in writing, to teach an additional usual and customary class period and work an administrative duty equivalent to thirty (30) to sixty (60) minutes and shall be paid an additional one-sixth

(1/6) of the applicable teacher's annual salary prorated for the number of days so assigned.

c. No more than two hundred ten (210) consecutive instructional minutes shall be assigned to any teacher without such teacher's written authorization. Following this block of time a teacher will be assigned a lunch or preparation period.

d. The Principal shall limit the maximum number of instructional preparations to three (3) per semester unless a teacher consents, in writing, to additional instructional preparations. This limitation shall not apply to departments with fewer than three (3) teachers within the building or to special education teachers.

e. MAUMS Teachers may be assigned administrative duties including, but not limited to, bus duty, cafeteria duty, building and hall supervision, and outside the building supervision not to exceed thirty (30) minutes per day, on average. Except for bus duty, teachers who travel between buildings shall not be assigned administrative duties on any day they are assigned to more than one (1) building. No teacher shall be assigned administrative duties at a building other than the building to which they are assigned as a teacher, if a teacher is assigned duties at more than one (1) building, the time for administrative duties shall not, in the aggregate, exceed the time assigned to teachers who are assigned duties in one building.

f. MAUMS teacher(s) may be assigned to cover another teacher's class or other duty at the request of the Principal or their designee as follows:

Teachers shall first be assigned to class coverage from a volunteer list.

If no volunteers are available, class coverage assignments shall be equitably distributed among all available teachers in the building.

Teachers who are assigned an administrative or supervisory duty shall only be assigned class coverage when no teacher in the building with a preparation period is available. If a teacher who is assigned an administrative or supervisory duty is required or requested to cover a class for an absent teacher when a teacher in the building with a preparation period is available, he/she shall be compensated for the assignment according to the Agreement.

Teachers assigned to provide class coverage will be paid for the time to perform such duties as follows:

0 - 30 Minutes	\$22.50
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31 - 45 Minutes	\$28.00
46 - 60 Minutes	\$34.00

If coverage extends over 60 minutes, the payment cycle repeats. Nothing herein shall preclude a Board from using non-bargaining unit personnel to perform such duties.

g. To the extent there is an inconsistency between this section 29.28 and sections of this agreement that apply to elementary or 6th grade teachers, 6th grade teachers at the middle school will be subject to the provisions applicable to elementary or 6th grade teachers.

29.29 The District may, pursuant to Article 31, Section 31.8 appoint Team Leaders for MAUMS. Team Leaders shall be compensated according to Appendix B of this Agreement.

MT. ANTHONY UNION HIGH SCHOOL [MAUHS] PROVISIONS

29.30 MAUHS teachers are subject to the following:

a. MAUHS shall have a daily preparation period for the exclusive purpose of class preparation.

b. MAUHS teachers in all areas may be assigned up to an average of two hundred and fifty (250) minutes of instructional time per day. Any unused portion of a teacher's instructional time together with an additional fifty (50) minutes per day may be assigned as student contact time provided the total instructional and student contact time assignments do not exceed three hundred (300) minutes per day. Instructional time is defined as time a teacher is teaching an assigned class or laboratory. Student contact time is defined as time spent providing additional academic support with the teacher's enrolled students; seminar blocks; time spent supervising a behavioral detention; parent conferences and communication; IEP and special education support services meetings; and counseling meetings with students. Teachers may also be assigned up to an annual average of twenty (20) minutes per day of administrative duty time.

c. During the first (1st) year of an assignment, teachers of Advance Placement (AP) courses shall be given ten (10) days pay at their per diem rate to compensate for program preparation.

d. Head teachers will be provided additional compensation as provided in Appendix B. The maximum instructional assignment for a Head Teacher shall be as follows:

Science, Math, Social Studies, and Language/Composition will have a maximum daily average of 230 minutes.

Foreign Language, Art/Music, PE/Health/Driver Education/Consumer Science will have the same amount of instructional time as allowed in Section 29.30.b of this Article.

The principal will keep the maximum number of instructional preparations to four (4) per year for all Head Teachers unless a Head Teacher consents, in writing, to an additional instructional preparation.

e. MAUHS teacher(s) may be assigned to cover another teacher's class or other duty at the request of the Principal or their designee as follows:

- 1) Teachers shall first be assigned to class coverage from a volunteer list.
- 2) If no volunteers are available, class coverage assignments shall be equitably distributed among all available teachers in the building.
- 3) Teachers who are assigned an administrative or supervisory duty shall only be assigned class coverage when no teacher in the building with a preparation period is available. If a teacher who is assigned an administrative or supervisory duty is required or requested to cover a class for an absent teacher when a teacher in the building with a preparation period is available, the teacher shall be compensated for the assignment according to the Agreement.
- 4) Teachers who teach classes for seniors shall not be entitled to the payments provided for above during periods prior to the end of a school year but following the completion of regularly-scheduled classes for seniors, provided the steps set forth in sub-paragraphs 1-3 above are followed.
- 5) Teacher(s) assigned to provide class coverage will be paid for the time to perform such duties as follows:

0 - 30 Minutes	\$22.50
31 - 45 Minutes	\$28.00
46 - 60 Minutes	\$34.00

6) If coverage extends over 60 minutes, the payment cycle repeats. Nothing herein shall preclude a Board from using non-bargaining unit personnel to perform such duties.

f. Teachers may agree to be assigned to teach up to an additional block of instructional assignment. A teacher may agree, in writing, to teach an additional usual customary class period equivalent to 85 minutes (one long block) and shall be paid an additional one-fourth (1/4th) of the applicable teacher's annual salary prorated for the number of days so assigned. A teacher may also agree, in writing, to teach an additional usual and customary class period equivalent to 55 minutes (one short block) and shall be paid an additional one-sixth (1/6th) of the applicable teacher's annual salary prorated for the number of

days so assigned. No teacher shall be assigned to teach more than one additional block in any semester.

SOUTHWEST VERMONT REGIONAL TECHNICAL SCHOOL DISTRICT PROVISIONS

29.31 SVRTSD teachers are subject to the following:

a. Teachers may be assigned teaching time of up to two hundred and forty (240) minutes per day. Teachers who have less than two hundred and forty (240) of teaching time per day may be assigned administrative, supervisory, or student contact time to equal the two hundred and forty (240) minutes per day.

b. In order to create and maintain a learning environment that is supportive of students' learning and teachers' productively teaching, teachers will participate in promoting and improving school climate. For this purpose, teachers may be assigned to monitor halls and other duties as deemed appropriate and necessary. Teachers will also contribute to the continual improvement of the SWVRTSD through program development and improvement, program maintenance, public relations, recruiting, and marketing (see definitions below).

c. Teachers may periodically be asked to cover other teachers' classes when a substitute teacher is unavailable. SVRTSD teacher(s) may be assigned to cover another teacher's class or other duty at the request of the Director or Director's designee as follows:

1. Teachers shall first be assigned to class coverage from a volunteer list.
2. If no volunteers are available, class coverage assignments shall be equitably distributed among all available teachers in the building.
3. Teachers who are assigned an administrative or supervisory duty shall only be assigned class coverage when no teacher in the building with a preparation period is available. If a teacher who is assigned an administrative or supervisory duty is required or requested to cover a class for an absent teacher when a teacher in the building with a preparation period is available, the teacher shall be compensated for the assignment according to the Agreement.
4. Teacher(s) assigned to provide class coverage will be paid for the time to inform such duties as follows:

0 - 30 Minutes	\$22.50
31 - 45 Minutes	\$28.00
46 - 60 Minutes	\$34.00

5. If coverage extends over 60 minutes, the payment cycle repeats.

Nothing herein shall preclude a Board from using non-bargaining unit personnel to perform such duties.

d. In addition to the maximum core teaching time established in Article 29, Section 29.31.a, teachers may be assigned up to sixty (60) minutes of additional teaching time during either the fall or spring semester to teach an introductory course that is designed to prepare students to successfully participate in existing SVRTSD programs or provide an opportunity for students to gain knowledge and skills in a career area. Teachers may agree to teach additional courses, but such additional courses will be paid at a flat rate calculated on the basis of \$3,200 for a 60 minute semester-long course.

e. "Assigned Teaching Time" is defined as program and course instruction that falls within the two hundred and forty (240) minutes per day in Section 29.31.a and the 60 minutes per day during one semester in Section 29.31.d.

f. The Board recognizes the importance of preparation for teaching each day; therefore, teachers will have sixty (60) minutes of preparation time per day for two hundred and forty (240) minutes of class/program teaching time each day. Teachers will have a duty-free lunch period of thirty (30) consecutive minutes per day.

29.32 The SVRTSD Director will assure that SVRTSD teachers perform up to 150 hours per year of supervisory or administrative duties. These duties are divided into three (3) types of activities: Student Contact Time; Public Relations Recruiting / Marketing; and Program Development, Improvement and Maintenance. All SVRTSD teachers will continue to be kept in compliance with state law and regulation regarding contact time with students.

25 HOURS - STUDENT CONTACT TIME (supervisory): Is defined as time that is supervising, working with, or instructing students but is not classroom teaching time for a continuous period of one semester or more. Such activity includes: tech focus; hall monitoring duty; and other teaching assignments.

25 HOURS - PUBLIC RELATIONS / RECRUITING / MARKETING (administrative): This includes, but is not limited to, open house (3), SVRTSD promotional activities, student interviewing, and sending school presentations and recruiting.

100 HOURS - PROGRAM DEVELOPMENT, IMPROVEMENT AND MAINTENANCE (administrative): Includes such activity as program advisory committee, state technical education coordination activities (D.O.E. program competencies, meetings), State technical conference, job placement preparation, co-op placement (business and industry consultation), school committees, FES activity, and other duties as deemed appropriate and necessary.

29.33 The Director will make every effort to consult with the SVRTSD Faculty when planning teaching and duty schedules.

29.34 Southwest Tech teachers, teaching approved Fast Forward/Dual Enrollment College classes, will receive a stipend once per work year equal to 37.5 hours (5 days) pay using the Base Salary (BA/Step 1), per diem rate, of the teacher salary schedule for fully completing this service. A teacher receiving this compensation will be paid a lump sum on the last pay day for the work year.

ARTICLE 30
SALARIES

30.1 a. Salaries for each work year of this Agreement shall be paid to persons within the unit at the rate set forth in the attached Appendix A. Teachers employed on June 30, 2017 shall advance one experience step on Appendix A on July 1, 2017, but shall not advance thereafter until otherwise negotiated by the parties. Each schedule within Appendix A is marked as to the work year for which it is applicable.

b. Teachers employed by the Southwest Vermont Union Elementary School District (formerly Bennington School District, the Pownal Elementary School District, Woodford Elementary School District and the Shaftsbury Elementary School District), the Mount Anthony Union High School District #14, and the Southwest Vermont Supervisory Union, who, as of June 30, 2021, were on Step 15 or below of the FY 2021 salary schedule in the BA, BA+15 or BA+30 columns shall not advance beyond Step 15 of the FY 2021 Salary Schedule in such columns (no advancement into Steps 16-20, area shown in blue on appendix A-1 of the 2021-2024 agreement). Teachers employed by such districts/supervisory union who, as of June 30, 2021, are on Step 16 or above of the FY 2021 Salary Schedule in the BA, BA+15 or BA+30 columns may continue to advance in such columns when step advancement is permitted.

c. Effective June 30, 2021, the current step 4 of the Salary Schedule (current first step) shall be removed from all columns.

30.2 a. A teacher newly employed by a Board during the term of this Agreement shall be advised, in writing, of the experience (vertical) step and educational (horizontal) column at which they shall be placed.

b. A Board shall base the teacher's placement at an experience step upon the years of licensed teaching and work experience the teacher has accumulated prior to employment by the Board. For the purposes of evaluating prior teaching experience, part-time teaching shall consist of at least fifty percent (50%) of a full-time teaching load, and two years of

part-time teaching shall be the equivalent of one full year of teaching experience. Full-time teaching shall consist of at least sixty percent (60%) of a full-time teaching load. The intent of the parties is to place a newly employed teacher on the same experience level as a currently employed teacher with the same experience. Due to Salary Schedule revisions, the vertical Step of the Salary Schedule does not necessarily reflect a teacher's actual experience. Placement at a horizontal level shall be determined in accordance with the provisions of this contract. The Superintendent may exercise their discretion regarding the additional consideration of prior work experience for proper step placement. Such discretion shall not be arbitrary or capricious.

c. On the first to occur of January 1st or July 1st following a teacher's successful completion of the certification program conducted by the National Board for Professional Teaching Standards, the teacher's salary will be adjusted to provide the teacher the equivalent of two steps.

30.3 Teachers at the SVRTSD who are hired from business or industry shall be granted one (1) year of teaching experience on the Salary Schedule for each one (1) year of relevant experience for salary schedule placement, provided that at least five (5) years of any credited experience is based on work performed within twelve (12) years of the teacher's hiring. In addition to the business/industrial experience noted above non-degree teachers who have a Vermont State Level 1 Professional Educator's License shall be given credit for prior teaching experience within the license endorsement subject area for which the teacher is being hired to teach and said teacher shall then be placed on the appropriate step of the BA/BS Column of the Salary Schedule.

30.4 Teachers shall be paid in twenty-two (22) substantially equal installments less deductions for time not worked and not otherwise payable under this Agreement, or twenty-six (26) substantially equal installments with a lump sum in June less deductions for time not worked and not otherwise payable under the Agreement. Payments shall be directly deposited in a financial institution designated by each teacher. It is the teacher's responsibility to notify the Superintendent or his/her designee, in writing, of the financial institution for direct deposit of payments and any change in their payment schedule at least three (3) weeks before the first payday. The first payment for a given work year shall be on the Board's regularly scheduled payday on its payday cycle following the first workday for the given work year. Thereafter teachers' pay day will coincide with the Board's payday cycle. The second payday shall not be more than fourteen (14) calendar days from the first payday. A teacher employed for less than a full work year shall be paid for days actually worked at the teacher's per diem rate prorated if for

less than a full regular work day. In the event of death of a teacher, the salary payable to him/her for time worked shall be paid to their spouse or estate. Adjustments requiring payment by a teacher leaving the employ of a Board that are not paid upon termination of employment shall be paid within two weeks. When a payday occurs on a holiday, teachers will receive their payments for that payday on the last business day preceding the holiday.

30.5 A teacher receiving compensation under Appendix B or C of this Agreement will be paid a lump sum after the services have been completed. If the service is rendered for the entire school year, the teacher shall receive two substantially equal payments. The first payment shall be on the second payday in December and the balance shall be on the last payday for the work year.

30.6 Whenever a teacher's per diem rate is pertinent, it shall be determined by dividing the applicable salary for that teacher by the number of workdays in paragraph 29.4.

30.7 The horizontal level of each teacher is determined by their earned degrees, academic credits that have received the prior written approval of the Superintendent and professional advancement credits that have received prior written approval of the Superintendent. SVRTSD teachers may also seek horizontal movement through the Alternative Pathway Program for which the teacher receives prior written approval of the Superintendent.

Academic Credits & Degrees. Academic credits and degrees that are not reported, in writing, to the Superintendent prior to employment shall not be approved. After employment, academic credits earned between recognized degrees shall be recognized for purposes of establishing the horizontal level of a teacher and shall be credited after submission of such information of the successful earning of such credits as the Superintendent shall request. Academic credits in courses of academic study which are significantly different in content from previous courses taken by the teacher which qualify for horizontal level movement shall be as follows:

1) Academic credits earned in courses of academic study leading to an accredited advanced degree or to additional degrees in areas of the teacher's certification.

2) Academic credits earned in courses in the teacher's area of certification.

3) Academic credits earned in courses in teaching methodology, skills or pedagogical improvement.

4) Academic credits earned in courses which are not embraced within anyone of the three preceding subparagraphs provided (1) advanced written approval of the Superintendent is obtained, and two (2) the courses are in the opinion of the Superintendent within the area of the teacher's involvement. The

decision of the Superintendent under this subsection (4) shall be binding on all parties and shall not be subject to grievance or arbitration.

5) Academic credits shall not be recognized for the purposes of establishing the horizontal level of a teacher unless the teacher has received a B minus or better grade or if the course is a pass/fail the teacher receives a grade of pass.

Professional Advancement Credits - The Superintendent shall designate in advance those Professional Advancement programs and activities which shall qualify a teacher to advance horizontally on the Salary Schedule. The term "Professional Advancement Programs" refers to those programs and/or courses provided by the Superintendent, or Superintendent's designee, within the Southwest Vermont Supervisory Union. The Superintendent shall establish in advance the amount of professional advancement credits awarded for the successful completion of a Professional Advancement Program. The quality and quantity of work required of a teacher to receive professional advancement credit shall be reasonably in proportion to the quality and quantity of work, required of a teacher to receive on academic credit hour from an accredited academic institution that qualifies a teacher for horizontal advancement on the Salary Schedule. The Superintendent, or Superintendent's designee, may assign less than one (1) Professional Advancement Credit for an approved professional advancement program if the quality and quantity of work required of such program is proportionately less than the quality and quantity of work required of a teacher to receive one (1) academic credit hour from an accredited academic institution. Likewise, the Superintendent may award more than one professional advancement credit for an approved professional advancement program if the quality and quantity is proportionately more than the quantity and quality of work required of a teacher to earn one (1) academic credit hour from an accredited academic institution. The Superintendent may approve credit for Professional Advancement Programs for purposes of horizontal advancement of the professional advancement program includes a means or method for measuring a teacher's understanding and/or mastery of the information or skills that are the subject of the professional advancement program.

Assessment of Professional Advancement Credits for Horizontal Movement:

The effective day for horizontal movement on the salary schedule shall be the first payday within fourteen (14) days of the date of receipt at the Superintendent's office of a final grade report or transcript of the successful earning of the academic credits or degree or Professional Advancement Credits as the Superintendent shall request. Teachers may advance horizontally on the salary schedule until the highest level is reached.

Alternative Pathway Program: Advancement through this program is given to SVRTSD teachers who expand or improve their work or teaching skills and abilities by gaining additional practical, technical experience, and/or participating in nontraditional learning situations. The teacher must seek prior approval for credentialing and for work which will impact movement on the salary schedule. Credentialing must be issued by a recognized independent industry, government, and/or trade organization, representing new learning which will enhance professional learning and outcomes for students. Hours of training will be converted at a rate of 10 training hours equaling 1 credit hour. The Superintendent/Director may seek guidance or advisement from Industry, governmental, and trade representatives to verify that the credential or industry work experience is bonafide and valuable within the career field. SVRTSD teachers who seek horizontal movement on the salary schedule after completing approved credentialing must provide to the Superintendent the Horizontal Movement Request Form and all required documentation (including prior approval documentation) to the Superintendent for horizontal movement approval. Initial placement on the salary schedule, as well as teacher movement horizontally on the salary schedule shall be determined at the sole discretion of the Superintendent/Director and the determination shall not be grievable.

Horizontal movement to and beyond the Bachelor's and Master's Degree columns via the Alternative Pathway Program shall be available to current SVRTSD teachers and newly hired SVRTSD teachers.

The effective day for horizontal movement through the Alternative Pathway Program on the salary schedule shall be the first payday within fourteen (14) days of the date of receipt and approval at the Superintendent's office of the Horizontal Movement Request Form and required documentation indicating successful earning of approved credentialing. Teachers may advance horizontally on the salary schedule until the highest level is reached.

Under this provision, the equivalent placement on the Salary Schedule found in Appendix A are as follows:

BA No Degree (ND)	BA+15 ND+15 Credit Hours	BA+30 ND+30 Credit Hours	M/BA+45 ND+45 Credit Hours	M+15/ BA+60 ND+60 Credit Hours	M+30/ BA+75 ND+75 Credit Hours
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30.8 Except as provided in section 30.1.a, a teacher shall automatically advance to the next higher vertical level of

Appendix A at the commencement of each succeeding work year. Horizontal advancement shall be limited to one column per calendar year.

30.9 The period for recovery for error in compensation paid to a teacher shall be the date of filing a grievance or written demand for payment by either teacher or Board to the other, whichever first occurs. In the event the error in compensation is underpayment to a teacher, the Board will pay the amount of underpayment as soon as practicable after verification of the amount payable. In the event the error is overpayment to a teacher, the amount will be deducted from teacher's pay in equal installments over a twelve (12) month period except that one (1) if the teacher desires, the teacher may reimburse the Board in a shorter period of time and two (2) if the teacher is not to be in the Board's employ for the next work year and such installments would be payable in the ensuing work year, the Board may require the amount to be paid over the remaining pay dates of the current work year.

30.10 Whenever a teacher is selected by the administration to serve as a mentor for a newly hired teacher, the teacher shall be paid a stipend of five hundred dollars (\$500) per year (pro-rated for part-time or partial year service). Mentoring duties shall be as assigned by the administration, however, these duties shall be reasonably consistent with the following expectations.

A. One (1) meeting weekly between the mentor and the teacher.

B. Three (3) meetings per year between the mentor and members of the Administration.

C. Three (3) written reports, per year, to the Administration, prepared by the mentor.

D. Attendance at mentor training during the pre-school year in service training.

E. Other meetings and activities as agreed upon between the mentor and the teacher.

ARTICLE 31 DEFINITIONS

31.1 "Teacher" All employees within that bargaining unit recognized under Article 1 of this Agreement employed by a given "Board."

31.2 "Long Term Substitute Teacher" A person employed under a Long Term Substitute Teacher written contract to teach at the same assignment for a term of at least ninety (90) consecutive work days in a given work year to fill a vacancy created by the absence of a teacher who is expected to return.

31.3 "Substitute Teacher" A person employed on an intermittent basis for periods of less than ninety (90) consecutive work days at the same assignment.

31.4 "Administrator" All professional personnel employed by Board to serve in such positions as Superintendent, Assistant Superintendent, Supervisor, Principal, Assistant Principal, Director of Special Needs, Business Manager and other similar positions.

31.5 "Board" The governing body of a particular school system or a designated representative thereof and, notwithstanding the fact there are several separate distinct "Boards" who are parties to this agreement, in every instance "Board" shall never mean more than the Board for a single system and the context of every article is to read separate and apart for each Board.

31.6 "Regular School Year" The total of instructional days and in-service days that are contractually agreed upon for any given year.

31.7 "Teacher Assignment" That directive a Board issues to a teacher employed by it prior to or at the beginning of a school year which indicates (a) the building or buildings at which the teacher is to work, and (b) the grades and subjects to be taught by the teacher, or if the teacher is other than a classroom teacher or if a special needs teacher or Title teacher or the nature of the professional duties to be performed.

31.8 "Head Teacher" and "Team leader" A teacher who, from among volunteers, is designated, in writing, by the Superintendent or his/her designee to serve as a head of a department or leader in an alternate structure or program until whichever of the following first occurs: (a) the elimination of the position, (b) the designation in writing of a successor, or (c) the end of the work year. A specific Job Description for this position shall be available in the Principal's Office.

31.9 Grant-Funded Partial School Year Employee: An employee hired after the commencement of classes in a school year to fill a position funded by grant money first made available to the District after commencement of classes and subject to the requirement that the grant funds be fully expended by the end of the District's fiscal year. As used herein, the involved grants must provide "one-time" funding or "year-to-year" funding where there is no binding commitment of funds beyond the current fiscal year.

ARTICLE 32
LONG TERM SUBSTITUTE TEACHER

32.1 A teacher who is employed under a written contract as a Long Term Substitute or Grant-Funded Partial School Year Teacher shall be entitled to all rights and benefits of the Collective Bargaining Agreement except the (a) right to have their contract renewed (Article 27), (b) provisions for reduction in force (Article 26), and (c) employment is terminable by either party upon delivery of written notice to the other unless otherwise agreed in such teacher's employment contract. Salary, leaves, and benefits shall commence as soon as possible after the teacher commences employment as a long-term substitute or Grant-Funded School Year Teacher.

32.2 A Grant-Funded Partial School Year Teacher employed for at least sixty percent (60%) of the school year who is rehired in the school year immediately following termination of the teacher's contract shall be awarded experience credit for the prior year pursuant to Section 30.1.

ARTICLE 33
DURATION AND RECOGNITION

33.1 This Agreement shall be effective as of July 1, 2024 and remain in full force and effect through June 30, 2026.

IN WITNESS WHEREOF, we have signed this Agreement on the dates stated.

Southwest Vermont Union Elementary School District.

Date Signed: 6/11/2024 BY: _____
Ch _____

MOUNT ANTHONY UNION HIGH SCHOOL DISTRICT #14

Date Signed: 6/19/24 BY: _____
Cha _____

SOUTHWEST VERMONT SUPERVISORY UNION

Date Signed: 6/18/24 BY: _____
C _____

SOUTHWEST VERMONT REGIONAL TECHNICAL SCHOOL DISTRICT

Date Signed: 19 Aug 24 BY: _____

SOUTHWESTERN VERMONT EDUCATION ASSOCIATION, VERMONT-NEA

Date Signed: 7/25/24 BY: _____

Base Salary \$47,791
 Vert Increment 0.03708 \$ 1,772
 Horiz Increment 0.03708 \$ 1,772

**APPENDIX A
 SOUTHWEST VERMONT SUPERVISORY UNION
 2024-2025**

Step	Exp	\$ 47,791	BA (ND)		BA+15 (ND+15 Credit Hrs.)		BA+30 (ND+30 Credit Hrs.)		M/BA+45 (ND+45 Credit Hrs.)		M+15/BA+60 (ND+60 Credit Hrs.)		M+30/BA+75 (ND+75 Credit Hrs.)
1	0	1	\$ 47,791	1.03708	\$ 49,563	1.07416	\$ 51,335	1.11124	\$ 53,107	1.14832	\$ 54,879	1.1854	\$ 56,651
2	1	1.03708	\$ 49,563	1.07416	\$ 51,335	1.11124	\$ 53,107	1.14832	\$ 54,879	1.1854	\$ 56,651	1.22248	\$ 58,424
3	2	1.07416	\$ 51,335	1.11124	\$ 53,107	1.14832	\$ 54,879	1.1854	\$ 56,651	1.22248	\$ 58,424	1.25956	\$ 60,196
4	3,4	1.11124	\$ 53,107	1.14832	\$ 54,879	1.1854	\$ 56,651	1.22248	\$ 58,424	1.25956	\$ 60,196	1.29664	\$ 61,968
5	5	1.14832	\$ 54,879	1.1854	\$ 56,651	1.22248	\$ 58,424	1.25956	\$ 60,196	1.29664	\$ 61,968	1.33372	\$ 63,740
6	6,7,8	1.1854	\$ 56,651	1.22248	\$ 58,424	1.25956	\$ 60,196	1.29664	\$ 61,968	1.33372	\$ 63,740	1.3708	\$ 65,512
7	9	1.22248	\$ 58,424	1.25956	\$ 60,196	1.29664	\$ 61,968	1.33372	\$ 63,740	1.3708	\$ 65,512	1.40788	\$ 67,284
8	10	1.25956	\$ 60,196	1.29664	\$ 61,968	1.33372	\$ 63,740	1.3708	\$ 65,512	1.40788	\$ 67,284	1.44496	\$ 69,056
9	11	1.29664	\$ 61,968	1.33372	\$ 63,740	1.3708	\$ 65,512	1.40788	\$ 67,284	1.44496	\$ 69,056	1.48204	\$ 70,828
10	12	1.33372	\$ 63,740	1.3708	\$ 65,512	1.40788	\$ 67,284	1.44496	\$ 69,056	1.48204	\$ 70,828	1.51912	\$ 72,600
11	13	1.3708	\$ 65,512	1.40788	\$ 67,284	1.44496	\$ 69,056	1.48204	\$ 70,828	1.51912	\$ 72,600	1.5562	\$ 74,372
12	14	1.40788	\$ 67,284	1.44496	\$ 69,056	1.48204	\$ 70,828	1.51912	\$ 72,600	1.5562	\$ 74,372	1.59328	\$ 76,144
13	15	1.44496	\$ 69,056	1.48204	\$ 70,828	1.51912	\$ 72,600	1.5562	\$ 74,372	1.59328	\$ 76,144	1.63036	\$ 77,917
14	16	1.48204	\$ 70,828	1.51912	\$ 72,600	1.5562	\$ 74,372	1.59328	\$ 76,144	1.63036	\$ 77,917	1.66744	\$ 79,689
15	17	1.51912	\$ 72,600	1.5562	\$ 74,372	1.59328	\$ 76,144	1.63036	\$ 77,917	1.66744	\$ 79,689	1.70452	\$ 81,461
16	18,19,20	1.5562	\$ 74,372	1.59328	\$ 76,144	1.63036	\$ 77,917	1.66744	\$ 79,689	1.70452	\$ 81,461	1.7416	\$ 83,233
17	21	-	-	-	-	-	-	1.70452	\$ 81,461	1.7416	\$ 83,233	1.77868	\$ 85,005

Base Salary \$52,092
 Vert Increment 0.03708 \$ 1,932
 Horiz Increment 0.03708 \$ 1,932

APPENDIX A
 SOUTHWEST VERMONT SUPERVISORY UNION
 2025-2026

Step	Exp	\$ 52,092	BA (ND)		BA+15 (ND+15 Credit Hrs.)		BA+30 (ND+30 Credit Hrs.)		M/BA+45 (ND+45 Credit Hrs.)		M+15/BA+60 (ND+60 Credit Hrs.)		M+30/BA+75 (ND+75 Credit Hrs.)
1	0	1	\$ 52,092	1.03708	\$ 54,024	1.07416	\$ 55,955	1.11124	\$ 57,887	1.14832	\$ 59,818	1.1854	\$ 61,750
2	1	1.03708	\$ 54,024	1.07416	\$ 55,955	1.11124	\$ 57,887	1.14832	\$ 59,818	1.1854	\$ 61,750	1.22248	\$ 63,681
3	2	1.07416	\$ 55,955	1.11124	\$ 57,887	1.14832	\$ 59,818	1.1854	\$ 61,750	1.22248	\$ 63,681	1.25956	\$ 65,613
4	3	1.11124	\$ 57,887	1.14832	\$ 59,818	1.1854	\$ 61,750	1.22248	\$ 63,681	1.25956	\$ 65,613	1.29664	\$ 67,545
5	4,5	1.14832	\$ 59,818	1.1854	\$ 61,750	1.22248	\$ 63,681	1.25956	\$ 65,613	1.29664	\$ 67,545	1.33372	\$ 69,476
6	6	1.1854	\$ 61,750	1.22248	\$ 63,681	1.25956	\$ 65,613	1.29664	\$ 67,545	1.33372	\$ 69,476	1.3708	\$ 71,408
7	7,8,9	1.22248	\$ 63,681	1.25956	\$ 65,613	1.29664	\$ 67,545	1.33372	\$ 69,476	1.3708	\$ 71,408	1.40788	\$ 73,339
8	10	1.25956	\$ 65,613	1.29664	\$ 67,545	1.33372	\$ 69,476	1.3708	\$ 71,408	1.40788	\$ 73,339	1.44496	\$ 75,271
9	11	1.29664	\$ 67,545	1.33372	\$ 69,476	1.3708	\$ 71,408	1.40788	\$ 73,339	1.44496	\$ 75,271	1.48204	\$ 77,202
10	12	1.33372	\$ 69,476	1.3708	\$ 71,408	1.40788	\$ 73,339	1.44496	\$ 75,271	1.48204	\$ 77,202	1.51912	\$ 79,134
11	13	1.3708	\$ 71,408	1.40788	\$ 73,339	1.44496	\$ 75,271	1.48204	\$ 77,202	1.51912	\$ 79,134	1.5562	\$ 81,066
12	14	1.40788	\$ 73,339	1.44496	\$ 75,271	1.48204	\$ 77,202	1.51912	\$ 79,134	1.5562	\$ 81,066	1.59328	\$ 82,997
13	15	1.44496	\$ 75,271	1.48204	\$ 77,202	1.51912	\$ 79,134	1.5562	\$ 81,066	1.59328	\$ 82,997	1.63036	\$ 84,929
14	16	1.48204	\$ 77,202	1.51912	\$ 79,134	1.5562	\$ 81,066	1.59328	\$ 82,997	1.63036	\$ 84,929	1.66744	\$ 86,860
15	17	1.51912	\$ 79,134	1.5562	\$ 81,066	1.59328	\$ 82,997	1.63036	\$ 84,929	1.66744	\$ 86,860	1.70452	\$ 88,792
16	18	1.5562	\$ 81,066	1.59328	\$ 82,997	1.63036	\$ 84,929	1.66744	\$ 86,860	1.70452	\$ 88,792	1.7416	\$ 90,723
17	19,20,21	-	-	-	-	-	-	1.70452	\$ 88,792	1.7416	\$ 90,723	1.77868	\$ 92,655

APPENDIX B
SOUTHWEST VERMONT
SUPERVISORY UNION EXTRA
PAY SCHEDULE

A. A Board may, but need not, assign teachers to classroom teaching positions in summer school or to classroom teaching positions in an adult, evening education program (a teacher need not accept such assignment). A teacher (but not a person who is not a bargaining unit member) shall be paid for such assignment at the rate of forty-five dollars (\$45.00) per hour of assigned classroom time provided the assigned work is not within the purview of section B of this Appendix B. Guidance counselors shall be compensated at the above hourly rate for their required attendance at after school events.

A Board may, but need not, assign teachers to perform special education duties in July and August. If a teacher is so assigned and such teacher accepts such assignment (a teacher need not accept), the teacher (but not a person who is not a bargaining unit member) shall be paid for such assignment at the rate of forty-five dollars (\$45.00) per hour of assigned time provided the assigned work is not within the purview of section A of this Appendix B.

B. Team Leader and Head Teacher compensation shall be computed by multiplying the salary of a teacher in the BA column on step 1 of Appendix A by the following applicable percent.

3% For an assignment in which the aggregate number of teachers and Special Needs Aides (full-time equivalents exclusive of the Head Teacher) within the Department (s) or alternate structure or designated program is two or three teachers and Special Needs Aides, or

6% or \$1,500, whichever is the greater, for department (s) in which the aggregate number of teachers and Special Needs Aides (full-time equivalents exclusive of the Head Teacher) within the Department (s) or alternate structure or designated program is four to six teachers and Special Needs Aides, or

10% for department (s) in which the aggregate number of teachers and Special Needs Aides (full-time equivalents exclusive of the Head Teacher) within the Department (s) or alternate structure of designated program is seven or more Teachers and Special Needs Aides