



Addison Central School District

**MASTER AGREEMENT**

between the

***Addison Central School  
District Board of School  
Directors***

and the

***Addison Central Educators  
Association***

2024-2027

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Notice of Arbitration	2
	Preamble	2
One	Recognition	2
Two	Negotiations	2
Three	Board Rights	3
Four	Association Rights	3
Five	Teacher Rights	3
Six	Grievance Procedure	6
Seven	Work Day and Work Year	9
Eight	Leaves	12
Nine	Sabbatical Leaves	17
Ten	Salary and Payroll	19
Eleven	Teaching Contracts, Assignments and Vacancies	24
Twelve	Professional Development and Grants	27
Thirteen	Evaluation	29
Fourteen	Insurances	30
Fifteen	Reduction in Staff	32
Sixteen	Job-Sharing	35
Seventeen	Early Retirement Programs/Severance Pay	37
Eighteen	Co-Curricular and Extra-Curricular Positions	38
Nineteen	Support Positions	39
Twenty	General	41
Twenty-one	Duration	42
Appendix A-1	Salary Schedule 2024-2025	43
Appendix A-2	Salary Schedule 2025-2026	44
Appendix A-3	Salary Schedule 2026-2027	45
Appendix B	Salary Schedule Co-Curricular	46
Appendix C	Co-Curricular Position Categories	46
Appendix D	Grievance Report	47
Appendix E	National Teacher Certification or Equivalent	50

## **NOTICE OF ARBITRATION**

In accordance with 12 V.S.A. §5652 (b), the Board and the Association understand that this Agreement contains an agreement to arbitrate grievances. After signing this Agreement, the Boards and the Associations understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in Article 6.

### **PREAMBLE**

This Agreement is made and entered into by and between the Addison Central Educators Association, hereinafter referred to individually or collectively as context may require as the “Association”; and the Board of School Directors for the Addison Central School District, hereinafter referred to as the “Board” or the “District”. This Agreement sets forth the agreements negotiated between the Parties relating to salary, related economic conditions of employment, grievance procedures, and other mutually agreed upon matters not in conflict with the statutes and laws of the state of Vermont.

### **ARTICLE I RECOGNITION**

Pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, the Board recognizes the Association for the purposes of collective negotiations, as the exclusive representative of bargaining units consisting of all contracted professional employees of member school districts, licensed as teachers by the State of Vermont, excluding administrative personnel and non-teaching personnel as defined by Chapter 57 of 16 V.S.A.

### **ARTICLE II NEGOTIATIONS**

#### **Notice**

2.1 Either party may initiate negotiations by requesting the commencement of negotiations in writing no later than November 1 of the school year in which the Agreement expires. The request shall be made between the chief negotiator of the Association and the authorized representative of the Boards. Should neither party make such a request for the commencement of negotiations by November 1, the current contract shall remain in force for one additional contract year.

#### **Intent**

2.2 The parties agree to enter into negotiations over a successor agreement in accordance with the regulations and procedures outlined in Chapter 57, Title 16, VSA, in a good faith effort to reach agreement concerning salaries, related economic conditions of employment, grievances relating to employment, and any mutually agreed upon matters not in conflict with the statutes and laws of the state of Vermont. Any agreement so negotiated will be reduced to writing and signed by the Board and the Association.

#### **Exchange of Information**

2.3 During negotiations the Board or its agent and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. Upon request of the

Association, the Board will make available for inspection all pertinent records, data and information of the school districts which are public information.

**Official Communications**

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

**ARTICLE III  
BOARD RIGHTS**

Unless otherwise restricted or directed by the written terms of this Agreement, each Board which is a party to this Agreement retains its full statutory and common law rights, powers and authority as an employer to manage and administer the affairs of each school within its jurisdiction at its sole discretion.

Wherever the term ‘Superintendent’ is used in this Agreement it shall be understood to refer to the Superintendent or designee.

**ARTICLE IV  
ASSOCIATION RIGHTS**

**Facilities**

4.1 The Association shall have the right to use such facilities and equipment as are normally available for teacher use within the school provided such use does not interfere with the teaching of students or interrupt normal school operations.

**Business**

4.2 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided the conduct of said business does not interfere with the teaching of students or normal school operations.

In the event it becomes necessary for an Association representative to interact with non-bargaining unit personnel in the course of Association business, the representative will provide notice as a courtesy to the building principal and will conduct his or her activities at a mutually agreeable time to minimize any disruption of school business.

**Notices**

4.3 The Association shall have the right to use an area in the school, located as mutually agreed upon by the Association and the Principal, for the posting of notices of its activities and matters of Association concern. The Association may use staff members' mailboxes, subject to the same conditions noted in 4.2, to distribute information to teachers.

**ARTICLE V  
TEACHER RIGHTS**

**Just Cause**

5.1 Just Cause: Except for probationary teachers (5.2) no teacher shall have his/her contract non-renewed, be disciplined, be deprived of salary increment, or be suspended or dismissed

without just and sufficient cause. The non-renewal, suspension and dismissal of teachers with just cause rights under this collective bargaining agreement may be appealed through the grievance and arbitration procedures of this Agreement. The non-renewal, suspension and dismissal of probationary and any teachers without just cause rights may be appealed as provided by 16 V.S.A. §1752.

### **Probationary Teachers**

5.2 A. Probation – During a teacher’s first two years of employment by the Board, the teacher shall work under probationary teaching contracts. During this period of probation, a Board decision to not renew the teacher’s teaching contract or to suspend or dismiss a probationary teacher will not be subject to the grievance/arbitration provisions of this Agreement, provided a probationary teacher has received a minimum of two (2) classroom evaluations per year. Written evaluations and observations of a probationary teacher shall not be subject to the grievance/arbitration provisions of this Agreement. Upon the mutual agreement of the teacher, the Association and the Superintendent, a teacher’s probationary period may be extended for one (1) additional year.

B. Any suspension of a teacher pursuant to 16 V.S.A. Section 1752, pending final Board action, will be with pay. Probationary teachers are entitled to a non-evidentiary hearing before the Board in the event of a suspension or termination during the probationary period.

C. The Superintendent or designee may place a teacher on paid administrative leave for the purpose of conducting an administrative investigation or in other circumstances by mutual consent.

D. The Superintendent shall inform a probationary teacher no later than May 1 of the second full school year of that teacher’s employment whether that teacher will be given a contract for the coming year.

### **Right to Representation**

5.3 Whenever any teacher is required to appear before the Superintendent of Schools or other administrator concerning any matter of discipline or renewal of contract, the teacher shall be entitled to have a representative of the Association present to advise the teacher during such meeting.

### **Executive Session**

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

## **Personnel Files**

5.5 A. The school district shall maintain one official personnel file at the office of the Superintendent which shall contain the full performance record of the teacher. This shall not be construed to prevent a principal or other supervisor from maintaining a working file pertaining to the performance or evaluation of a teacher.

B. No material other than that of a routine financial nature or material of a confidential nature used in the employment process will be placed in a teacher's file unless the teacher has had an opportunity to review that material. The teacher will have five (5) days to review any material before it is placed in the file and should acknowledge that opportunity by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent or his/her designee and attached to the file copy.

C. A teacher may add professional materials to his/her official personnel file only upon approval of the Superintendent.

D. A teacher will have the right upon request to review the contents of his/her personnel file and receive copies of any documents contained therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review. A representative of the Superintendent may also be present during the review of the personnel file.

E. A teacher may petition the Superintendent to remove documents relating to disciplinary action from the teacher's file, including but not limited to letters of complaint from third parties, after five years if there are no other disciplinary actions during the intervening period of time. In the event the Superintendent denies the request to remove a specific document the Superintendent shall provide the teacher with a written explanation as to the reason for the denial and shall indicate the circumstances, if any, under which removal of the document might be considered in the future. The decision of the Superintendent shall be final and is not subject to grievance.

## **Complaints against Teachers**

5.6 Any complaint regarding a teacher made to any member of the administration which is used in evaluating a teacher will be promptly investigated and called to the attention of the teacher. The teacher will be given an opportunity to respond to and/or rebut such complaint.

## **Contracts**

5.7 The Superintendent shall supply each new teacher, when offered a new contract, with a written or electronic copy of the current negotiated agreement between the Association and the Board. The Superintendent or an individual designated by the Superintendent will inform the teacher of all evaluation, mentoring, and supervision criteria at the new employees' orientation. The method of reproduction of this negotiated agreement will be selected by the Association and Board teams. The cost of reproduction will be shared equally by the Association and the Board. The Association shall supply a copy of newly negotiated contracts to all teachers.

### **Medical Treatment of Students**

5.8 With the exception of field trips and off campus activities, teachers, excluding licensed school nurses, will not be required to administer routine medicine, medical procedures, treatments and personal care. The parties agree that all personnel will assist students in a medical emergency to the best of their abilities and training.

### **Safety, Security Wellbeing of Students and Staff**

5.9 Employees are entitled to safe working conditions as defined by state and federal law (by way of example but not limited to, VOSHA and OSHA). Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their own or their students' health, safety, or well-being. The administration will investigate reports of unsafe conditions and will make every reasonable effort to rectify the situation. In the event a teacher is threatened, attacked, or witnesses a serious act of violence, the administrator shall immediately determine if the teacher requires assistance and/or support and coordinate such support/assistance with the teacher.

## **ARTICLE VI** **GRIEVANCE PROCEDURE**

### **Purpose**

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

### **Definition of Grievance**

6.2 A grievance shall mean a complaint by any teacher, group of teachers, and/or the Association that there has been a violation, misinterpretation, misapplication, or inequitable application of any of the provisions of this Agreement.

### **Notification**

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

### **Association Representation**

6.4 A. In the process of a grievance, a teacher has a right to be advised and accompanied by a member of the association. However, nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the supervisor and have the grievance adjusted without intervention of the Association provided that any adjustment is not inconsistent with the terms of this Agreement. The Association will be advised of any grievance which is filed and to which the Association is not a party. The Association has a right to attend all grievance meetings and will receive copies of any settlement agreements or decisions issued.

B. The Association's grievance representative may, with the teacher's consent, proceed under the terms of this process in the representation of any teacher. However, no grievant will be required to formally participate in the grievance process or to informally engage in

discussions relating to the grievance if the Association's representative has not been given a reasonable opportunity to be present.

### **Time Limits**

6.5 Time Limits - All the time limits reference are in terms of school days except that when a grievance is submitted on or after June 1, time limits are in terms of weekdays, excluding state holidays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The time limits stated herein may be extended by mutual agreement in writing of the parties involved. The time limitation for initiating the grievance may be suspended by either party during the summer recess, provided written notice is given to the other party within the initial time period for filing the grievance. All meetings shall be arranged at mutually convenient times and places.

### **Filing of Grievance**

6.6 If not settled informally, all grievances shall be filed in accordance with the following procedure and be processed within all time limits stipulated at each step. Step 2 as listed below is to be considered the first formal consideration of a grievance and as such, the grievance must be filed at this step within forty-five (45) calendar days after the aggrieved party or the Association knew or should have known of the occurrence or event which gave rise to the grievance.

In the event that a supervisor fails to schedule a meeting or provide a written answer to a grievant in accordance with the timelines set forth in the appropriate step of the grievance procedure, the Association and/or the grievant shall have the right, in its sole discretion, to advance the grievance to the next step of the grievance procedure. Should the grievant or Association fail to meet the time limits of any step in the grievance procedure, the grievance shall be considered null and void.

### **Dismissal or Non-renewal**

6.7 Any grievance challenging the dismissal or non-renewal of a teacher must be initially filed at Step 4 as described below.

### **Steps**

6.8 Any step in this grievance procedure may be by-passed by mutual agreement provided that such waiver has first been reduced to writing.

### **Grievance Process**

6.9

Step 1: The aggrieved should try to informally resolve the grievance with his/her immediate supervisor. In the event the teacher and supervisor are unable to resolve the issue, or if resolution of the issue is beyond the supervisor's authority, the grievance shall be reduced to writing and filed in accordance with the procedure set forth herein. At this point Appendix D shall be used to record events.

Step 2: If the aggrieved is not able to resolve the issue with the immediate supervisor and decides to pursue the grievance, the grievant must, within forty-five (45) calendar days after the aggrieved party knew or should have known of the occurrence or event which gave rise to the grievance,



request in writing a meeting with the Principal. The Principal shall arrange for a meeting with the aggrieved to take place within seven days of the receipt of the request. The Principal shall provide the aggrieved with a written decision within ten days of the meeting.

Step 3: If the aggrieved is not satisfied with the Principal's decision and decides to pursue the grievance, the grievant must within seven days request in writing a meeting with the Superintendent. The Superintendent shall arrange within ten days of receipt of the request for a meeting to take place at a mutually agreed upon time. The Superintendent shall provide the aggrieved with a written decision within ten days of the meeting.

Step 4: If the aggrieved is not satisfied with the Superintendent's decision and decides to pursue the grievance, the grievant must within ten (10) days request in writing a meeting with the School Board. This request shall be filed with the Superintendent. The Superintendent shall, within ten (10) days of receipt of the request for a meeting, arrange for a meeting with the school board to take place at a mutually agreed upon date/time, but not less than twenty (20) days following receipt of the request. The School Board shall provide the aggrieved with a written decision within ten (10) days of the meeting.

Step 5: If the Association chooses to continue the grievance following receipt of the decision of the Board or if the time allowed for response has expired without the issuance of a written answer from the Board, it may within thirty days from receipt of the Board decision or the date the decision was due make a written request for arbitration addressed to the Superintendent. The Board and the Association (or their representatives) will attempt to agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment for said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and in all other matters.

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

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement or extends to anything not included in this agreement. The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper. The decision of the arbitrator shall be final and binding unless the same is legally invalid.

The cost for the services of the arbitrator, including expenses, if any, or the American Arbitration Association will be borne equally by the Board and the Association. Should either party request a transcript of the proceedings, then that party will bear the full cost of that transcript. Each party shall bear the full costs for its representation in the arbitration.

### **Cooperation of the Parties**

6.10 The parties will cooperate in the investigation of a grievance and supply each other with any relevant data necessary for the processing of the grievance.

### **Withdrawal of the Grievance**

6.11 The withdrawal of any grievance shall not be deemed a precedent requiring the withdrawal of similar grievances.

### **Grievance Files**

6.12 All documents, communications and records, other than those which gave rise to the grievance, which deal with the processing of a grievance will be filed separately from the personnel files of the grievant.

### **Waivers of Grievance Procedure**

6.13 The aggrieved person, or the Association, and/or the administrator or Board may waive or extend, by mutual agreement, any steps of the grievance procedure, provided that such waiver has first been reduced to writing.

## **ARTICLE VII WORK DAY AND WORK YEAR**

### **Contract Work Year**

7.1 The normal work year of the teacher shall not exceed 187 days. The administration may increase the number of student days, up to 180 days, as long as the total number of workdays does not exceed 187 days. The Administration may schedule up to two (2) of the non-student contact days in increments of two hours or less during the school year for the purpose of providing teachers with time for group planning and professional development activities. If work days are used in this fashion the Administration shall schedule the increments at the end of a regular work day unless otherwise mutually agreed by the Association, and shall notify teachers in advance by incorporating this time into the school calendar. The work year of the teachers shall be no less than required by the Vermont statewide and regionally adjusted calendar. One uninterrupted work day [during pre-service] shall be reserved for teachers to use at the beginning of the school year to prepare for students. One work day shall be reserved for professional activities by teachers between semesters in January to close out the prior semester and/or prepare for the coming semester. One work day shall be reserved for professional activities by teachers at the building level relating to the end of the school year. Two of the designated in-service days shall be reserved for school-based in-service activities, collaboratively determined by the teachers and the school administration. Activities for the remainder of the in-service days shall be determined by the administration. The length of an in-service day shall be equivalent to the length of a teacher day.

### **Student Day**

7.2 The length of the student day/school day in the District shall be established by the Board in accordance with 16 VSA Section 1071(b). The Board will not establish a teacher day which is longer than seven hours and thirty minutes. The length of the work day shall be substantially equal for all full time teachers.

Teachers will set their schedule to ensure they arrive no later than 15 minutes prior to the admittance of students for the start of the school day and will leave no earlier than 15 minutes after the dismissal of students at the conclusion of the student day, unless otherwise mutually agreed between the teacher and the Principal. The Administration in each building will meet with Association Representatives no later than June 10 annually to set the teacher start and end time in each building for the following school year.

A. Teachers understand the importance of attending meetings commensurate with their professional duties. Such meetings include parent-teacher conferences and IEP/504/SST/EST meetings. These meetings may be scheduled before, during or at the end of the defined workday, depending on circumstances. There will be a good faith effort to schedule IEP/504/EST and other student support within the regular workday.

B. Each teacher may be required to be present at planned evening events or open houses for parents not more than three times per year.

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

D. At the beginning of each school year, an Association representative and the building Administrator shall meet to set aside a particular day each month for the purpose of Association meetings, when no required duties or meetings will be scheduled after school.

E. ACEA teachers will be compensated based on their salary per diem at their request for required meeting time that exceeds five (5) hours per month or that exceeds four (4) meetings per month. Time between the end of a morning meeting and the start of the students' school day, or the end of the students' school day and the start of an afternoon meeting, will not exceed fifteen (15) minutes.

F. Teachers maybe compensated for student supervision coverage outside of their scheduled teaching load including but not limited to supervision of classes due to staff absences, loss of duty-free time due to staffing shortages, elective and/or mandatory coverage of lunch or other duties due to staffing shortages pursuant to 7.4. Administrators shall make every effort to seek volunteers for coverage but may require it in the absence of any volunteers. In the assignment of mandatory coverage duties, administrators shall make every effort to ensure that the workload is shared equally by all members of the eligible faculty. Compensation for coverage shall be offered as a reimbursement requiring Administrator approval. A 'Standard Billable Hour' rate shall be set forth for the sake of calculating this reimbursement amount.

School Year	ACSD Standard Billable Hour
FY25	\$40
FY26	\$40
FY27	\$40

### **School Calendar**

7.3 In developing proposals for the yearly calendar, the Administration shall solicit, receive and give careful consideration to Association recommendations. One (1) copy of the draft calendar will be mailed to the Association in a timely fashion in order for input to be valid. The Association will submit its recommendations within twelve (12) calendar days of the initial draft calendar. The final approved calendar will be distributed to the teachers.

### **Duty Free Lunch Period**

7.4 The normal duty-free lunch period for teachers shall be established by the administration of each school building, but shall be at least 25 minutes and not more than 40 minutes, except when unexpected staffing shortages require assigning teachers to lunch or recess duty. When this occurs, teachers will be notified as soon as reasonably possible. Administrators will make a good faith effort to avoid disruption of normal duty-free lunch period, and to rotate, on an equitable basis, the lunch and recess supervisors that are available. When a school requires a teacher to supervise during the student lunch period the teacher shall be afforded another duty free time during the school day. If staffing shortages preclude giving the teacher their duty free lunch on the same day, the teacher will be compensated in accordance with 7.2 F. The normal duty free lunch period will occur during the hours when lunch is served to students at the same school.

### **Additional Work Days**

7.5 Teachers or faculty who are asked to work extra day(s) outside of the contractual number specified in Section 7.1 will receive per diem pay for that day. This will include, but is not limited to, the New Teacher Orientation Day.

### **Continuous Work Day**

7.6 All teachers will work a continuous work day, except for teachers who work under two or more individual teacher contracts.

### **Teaching Load and Duties (For MUMS/MUHS Only)**

7.7 A. The Board shall ensure the provision of a minimum standard unscheduled daily prep time, commensurate with grade level, excluding the duty-free lunch, and with no scheduled meetings during that time. IEP and 504 plan and evaluation meetings remain exempt from this protection as stated in 7.2a. Faculty meetings and team collaboration time may be scheduled in addition to the daily prep period.

<b>Grade Level</b>	<b>Protected Minimum Daily Prep</b>
Elementary (pK-6)	40 mins uninterrupted
Secondary (7-12)	45 mins uninterrupted, 60 total

B. Any special situation involving more than the equivalent of six 40-minute instructional periods per day over the course of a quarter shall be reviewed each year by the teacher involved and the administrator responsible for that teacher, and continued with the consent of the teacher involved. All duties, including but not limited to detention, bus duty, exploratory assignments, study halls and additional teaching assignments, beyond a teacher's regularly scheduled teaching assignments shall be assigned in a fair and equitable manner and in such a way as to equitably assign workloads among all teachers.

C. Teachers at the secondary level shall not be assigned more than four different courses without the express permission of the teacher and the Association.

**Preparation Time (For Elementary Teachers Only)**

7.8 Every Elementary School teacher will have preparation time of no less than 200 minutes per five (5) day week. Said preparation period will occur during the normal student day.

**Additional International Baccalaureate (IB) Duties**

7.9 For as long as the District is employing IB curriculum, teachers in the Diploma Program will be granted District billable hourly stipends for Extended Essay Student Mentoring. Teachers will be paid using the Memorandum of Understanding system.

**ARTICLE VIII  
LEAVES**

**Sick Leave**

8.1 A. Teachers shall be eligible for paid leave for absence due to personal or family illness, or physical disability, including disabilities connected with or resulting from pregnancy, at the rate of eighteen (18) days per school year. Unused sick days shall accumulate from year to year to a maximum of 90 days. All teachers with more than 90 accumulated days as of June 30, 2009 will retain those days.

B. Teachers may use up to eighteen (18) of their personal illness days per contract year to care for the illness of immediate family members.

C. Teachers may use accrued sick leave to attend medical and dental appointments which cannot reasonably be scheduled outside the regular school day. In such instances, teachers are requested to provide notice of up to one (1) week in advance of the appointment. Teachers may use not more than one (1) of their sick leave days each school year to cover an absence due to unanticipated, serious emergency situations which require the teacher's presence (example: a fire at the teacher's home, an accident involving immediate family members, etc).

D. A doctor's statement or examination may be required by the district to substantiate any illness, medical appointment, disability, or to establish a teacher's fitness for duty. The District will not require a teacher to obtain a doctor's note or submit to an examination without cause. Any doctor's statement or examination will be limited to only whether or not the teacher is fit for duty. Except in unusual circumstances, a doctor's certificate will not be required for a leave of six (6) weeks or less in the case of pregnancy. The district will pay for any portion of the fee charged for the statement not covered by the teacher's medical insurance.

E. A teacher on approved paid leave will retain full insurance coverage in accordance with the terms of this Agreement. A teacher on approved unpaid leave in excess of thirty (30) calendar days will be required to pay the full cost of continuing in the health and/or dental plans; however, if the teacher is absent due to a work related injury covered under the Worker's Compensation statutes, or the teacher is on an approved, unpaid statutory leave and the statute requires continuation of insurance coverage, health and dental insurance benefits will continue with the district and the teacher making their respective contributions. A teacher on leave who does not sign a contract for the following year by the contractually stipulated date will no longer be considered an employee of the District. All health and dental benefits for that teacher will cease on August 30 unless coverage is continued at the teacher's expense within the provisions of state, federal and insurance company regulations.

F. Upon retirement, or reduction in force, employees shall receive compensation for all remaining accumulated sick days (maximum 90 days). This plan will expire on June 30, 2027 unless it is renewed by a successor agreement. Compensation shall be calculated at the following rates:

Years of Service in District	Daily Rate
0-10 years RIF	\$10
0-10 years, retirement	\$20
10+ years, retirement	\$30

“Retirement” shall be defined as either:

- When an employee participating in VSTRS achieves Retired status.
- When an employee over the age of 65 declares retirement via a letter of resignation, Intent to Retire letter, or similar written record.

**Sick Bank**

8.2 A. The Sick Bank is a reserve of days for those teachers in need of sick days exceeding his/her accumulation.

B. The Sick Bank shall be governed by a committee composed of a member appointed by the Association, a representative appointed by the Board, and an administrative designee appointed by the Superintendent. If the committee determines medical documentation is necessary, the Superintendent will verify the teacher's medical condition pursuant to Article 8.1E. Decisions of the committee will not serve as the basis for a grievance.

C. Each teacher shall be obligated to donate one (1) sick day each contract year. However, the Sick Bank Committee shall have the discretion to require each teacher to contribute two (2) days in a given year and if the Committee so requires it shall notify the Superintendent and the teachers of that school on or before June 30 that two days shall be contributed by each teacher for the next school year.

D. The maximum number of unused days in the Sick Bank transferred from one year to the next shall be one hundred eighty (180).

E. If the number of unused days in the Sick Bank is less than one hundred eighty (180), individual teachers may donate additional days beyond those referenced in section C above from their own sick leave accumulation at their discretion. These additional donated days may be made at any time provided it is done so with written notice to the Sick Bank Committee.

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

F. Data concerning the Sick Bank will be maintained by the Administration and an annual report will be made to all parties involved.

### **Written Report of Number of Sick Days**

8.3 At the beginning of each school year the Board shall report in writing the total number of sick days accumulated to date for each teacher.

### **Personal Leave**

8.4 Up to three (3) days per year non-cumulative shall be granted for legal, personal, business, household, or family matters which cannot be addressed outside school hours and require a teacher to be absent. The Principal will be notified as early as possible, but not less than forty-eight (48) hours in advance, when a personal day is to be taken except in emergency situations. Teachers will not normally schedule personal days before or after holidays or school vacation periods, and any request to use personal leave at such times will require prior approval of the Superintendent.

### **Bereavement Leave**

8.5 A teacher may use up to five (5) days per occurrence without loss of pay upon the death of the teacher's parent, spouse, civil union partner, child, or other person who has an equally close

relationship with the teacher, or member of the immediate household. At his/her sole discretion the Superintendent of Schools may grant additional days leave or may authorize a teacher to use accrued sick leave.

### **Notice of Anticipated Disability or Absence**

8.6 When a disability is foreseen, as in the case of elective surgery or pregnancy, the teacher shall notify the Superintendent of the expected commencement date of the sick leave as soon as possible.

### **Worker's Compensation**

8.7 A. Workers' Compensation Leave: Workers' Compensation issues will be administered in accordance with the provisions of the Vermont Workers' Compensation statute [21 V.S.A., Chapter 9]; this shall include, by way of example but not limitation, employment reinstatement rights. When a teacher receives Workers' Compensation benefits he/she may elect to also use his/her accumulated sick leave to offset the difference between the Workers' Compensation benefits and his/her full salary. This shall be accomplished by the teacher endorsing all weekly Workers' Compensation benefit checks over to the District, including those received during all holiday and vacation periods (including summer vacation); the District will then pay the teacher his/her full base salary and deduct 1/3 of a sick leave day from the teacher's accumulation for each day of absence. The Board shall also continue to pay its share of all insurance benefits provided by the Agreement until the teacher's sick leave is exhausted. If the teacher fails to endorse his or her weekly Workers' Compensation benefit check over to the district, the Board may elect to stop payment of sick leave salary.

B. When a physical injury arising out of a battery is incurred as a result of duty, the teacher shall not forfeit any sick leave.

### **Jury Duty**

8.8 The district will excuse employees who are called for jury duty without jeopardy to their employment or reduction in their compensation and benefits. Should the employee be eligible to receive compensation for jury duty from the judicial system, he/she will apply for such compensation and make arrangements with the business office to turn over such compensation, exclusive of meals and mileage allowance, to the school district for those days the employee was on jury duty and was paid by the district.

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

### **Emergency Organizations**

8.9 Teachers who are unpaid members of volunteer fire departments and/or rescue squads when called out for emergency situations will not suffer loss of pay. In the event a teacher is delayed from reporting to work due to his/her response to an emergency call, the teacher will



make reasonable efforts to notify the principal or designee as soon as possible. Teachers shall not schedule themselves for volunteer fire department and/or rescue squad work during school hours.

### **FMLA Leave**

8.10 Pursuant to the Federal Family and Medical Leave Act of 1993 and Vermont's Parental and Family Leave Law, a teacher who meets the eligibility requirements of either statute will be provided with up to 12 weeks of unpaid leave during the work year for the serious illness of the employee, or for the purpose of caring for a seriously ill member of the teacher's immediate family as defined by statute, or for the birth of the employee's child or the initial placement of a child 16 years of age or younger for the purpose of adoption or for other legitimate reasons as provided by statute. Immediate family members include the teacher's child, stepchild, ward, foster child, parent, spouse, or parent of the teacher's spouse or other persons as defined by state or federal statutes. The teacher shall provide reasonable written notice of intent to take leave under this article, including the anticipated dates the leave will start and end. Medical certification may be required by the superintendent to substantiate the serious illness. Leave taken under either FMLA or PFLA may be taken as paid leave, subject to the provisions of this Agreement, district policy and the requirements of applicable state or federal law.

### **Extended Family Leave**

8.11 When a teacher has exhausted his or her leave benefits under the FMLA or PFLA, or in those situations when a teacher is not eligible for leave under the FMLA or PFLA, the Superintendent or designee shall grant an extended leave of absence, without pay, for the purpose of childbearing and/or childrearing, subject to the following:

A. If the birth or adoption of the child occurs on or before March 1, a teacher may take parental leave through the end of the current school year.

B. If the birth or adoption of the child occurs after March 1, the teacher may take a parental leave which shall terminate either at the end of the current school year, or at the end of the following school year.

C. Teachers taking approved leave under this section shall notify the administration at least six (6) calendar weeks prior to the commencement of said leave, and they shall indicate the date of their return in said notice. During any leave hereunder, a teacher may continue his/her health, dental, life & disability insurance coverage, subject to the regulations of the company, by making full payments to the school district.

### **Leaves of Absence**

8.12 A. Leaves of absence, without pay or benefits, for periods up to and including one (1) year for study, travel, health, or personal reasons may be authorized by the Board or its designee, upon appropriate application. Application should be made, if possible, by December 1 for the ensuing year. During any leave, a teacher may continue his/her health, dental, life and disability insurance coverage, subject to the regulations of the company, by making full payments to the school district. At the discretion of the Board, leave may be allowed beyond one year.

B. A teacher granted a leave under this section shall inform the Superintendent, in writing, not later than February 15 of the school year in which the leave is taken, of his/her intent to return to employment in the following school year. Absent extenuating circumstances, teachers granted leave under this section shall notify the district by February 15th whether or not they intend to return to their position the following school year. If said notice is not provided, the district may, but is not obligated, to issue a contract for the ensuing year.

C. A teacher returning to employment from any leave of absence set forth in this Agreement shall be reassigned to the same position held by the teacher at the time the leave commenced or to a substantially equivalent position, unless the position held by the teacher is eliminated due to a reduction in force.

### **Professional Release Time**

8.13 Released time may be granted for professional use. Curriculum development within the school, observation of a similar program in another school, a professional meeting, or consultation with an authority related to a specific educational problem would be applicable under this heading. The Principal must be notified one (1) week in advance for a teacher to take a professional day. Such leave will be granted by approval of the administration. In addition, the administration may request a staff member to attend a professional meeting or observe a specific school program.

### **Summer School**

8.14 Teachers may be permitted to attend a summer school session which begins before the end of the school year or which ends after the beginning of a school year without loss of pay provided that a request is made in writing and such request meets the approval of the Superintendent.

### **Religious Observations**

8.15 Up to two (2) days per year non-cumulative shall be granted to participate in religious observations, provided that attendance at school on such day would prevent the teacher from participating in a specific religious practice on that particular day. Should any questions arise concerning the application of this contract provision, the teacher's clergy shall be considered the proper authority for resolution. In all instances of absence for religious holidays, notice must be given to the Principal at least one week prior to such absence. Principals may request teachers to provide a list of anticipated religious holiday requests at the beginning of the school year. The number of accrued sick days available to a teacher is reduced by one for each day of religious leave.

## **ARTICLE IX SABBATICAL LEAVES**

9.1 A sabbatical leave may be granted at the discretion of the Board to any teacher who has taught in the School District for seven (7) years. When a sabbatical is granted the following conditions will apply:

A. Sabbatical leaves may be granted for programs of professional improvement. Professional improvement may include graduate study, travel, research, or other programs. The

Board may award the sabbatical if the leave request is deemed of value to the school system. The applicant shall provide evidence of ability to complete the tasks, projects or programs which form the underlying basis for the request for the sabbatical.

B. A teacher requesting leave must submit a detailed application to the Board by December 1 for the ensuing school year, with copies of same to the Principal and Superintendent by the same date. This letter should state the reasons for requesting the leave and the place where the activity will take place. The request should provide adequate evidence of preparatory work.

C. The Principal and Superintendent will review the application before making a recommendation to the Board. The recommendation may be based on programmatic or financial considerations. Absent a favorable recommendation from both the Principal and the Superintendent the application will not be forwarded to the Board. If the application is recommended, the applicant shall be informed of the meeting at which the Board is scheduled to act on the request, and will be allowed to attend and address the Board. The Board shall notify the teacher of its decision by March 1. If the application of the teacher is denied, the reasons for the denial shall be given in writing. A Board may deny an application for a sabbatical for any legal reason, including financial considerations. The decision of the Board shall be final, and not subject to the grievance procedure.

D. A teacher must be employed within the school district on a full time basis for a minimum of seven (7) school years to be eligible to apply for a sabbatical. If a teacher is granted a sabbatical he/she shall not be eligible to apply for a second sabbatical leave for another seven (7) years. The outcomes of any previous sabbatical leave will be taken into consideration when awarding an additional sabbatical.

E. Leaves may be granted for one-half (1/2) year at full pay or for one (1) year at half pay, providing that such pay when added to any program grant shall not exceed the teacher's full annual salary. Exceptions may be made by the Board, if the leave involves extensive travel or expense.

F. Leaves may be granted for other periods of time, either by request of the applicant or by suggestion of the Board. The Association must pre-approve any request for alternate periods of time or compensation for a sabbatical leave.

G. Teachers on sabbatical will have their performance evaluated consistent with the criteria for evaluation submitted by them when applying for the sabbatical leave.

H. Payments to a teacher on sabbatical leave will be based on the teaching salary that would have been received had the leave not been taken. The method of payment will be determined at the time the sabbatical leave is granted and shall be consistent with the agreed upon timeline and the defined benchmarks for completion of the sabbatical project. Any revisions to the timeline must be agreed upon by the applicant and the Board. Sabbatical payments will be discontinued when a sabbatical project is behind schedule and will only be continued when progress is made in accordance with the agreed upon timeline. Under no circumstances will the

final payment be made for a sabbatical leave without certification to the Board by the principal and Superintendent of successful completion of the project.

I. The following fringe benefits of a teacher on sabbatical leave will continue during absence: group medical, dental, life and disability insurance. Such benefits will be prorated in accordance with Article 11.4 based upon the duration of teacher's sabbatical, salary under 9.1 E and FTE.

J. Faculty members are required to return to the school in which they taught when granted the sabbatical for one (1) year immediately following a sabbatical leave if that leave was 1/2 year or longer in duration. The teacher receiving the leave shall sign a loan repayment agreement prior to the leave, requiring that the teacher work subsequent to the leave for the time necessary to repay the district for the paid leave. This agreement shall obligate said teacher to repay the salary amount not worked off and interest in the event that the teacher does not return for the full required period. A teacher who is not able to work due to staff layoff, disability or death shall be released from the terms of the loan repayment agreement.

K. Teachers on sabbatical leave will be eligible for participation in extra-curricular club activities.

L. The period of time associated with a sabbatical leave will be considered an equivalent period of regular service to the school system. Teachers who have been on sabbatical leave will advance on the salary schedule and retain seniority upon returning provided that the sabbatical has been successfully completed as in paragraph H above.

M. There is no guarantee that any sabbatical leaves will be granted.

## **ARTICLE X** **SALARIES AND PAYROLL**

### **Salary Schedule**

#### **10.1**

Year 1-2024 – 2025: 6% new dollars added to the Base Salary. Teachers are eligible for step movement to the maximum step in their respective column.

Year 2-2025 – 2026: 5% new dollars added to the Base Salary. Teachers are eligible for step movement to the maximum step in their respective column.

Year 3-2026 – 2027: 3% new dollars added to the Base Salary. Teachers are eligible for step movement to the maximum step in their respective column.

### **Previous Teaching Experience and Placement on the Salary Schedule**

#### **10.2**

Teachers new to a district shall have their previous experience evaluated by the Superintendent to determine salary. The decision of the Superintendent with respect to the determination of credited years of experience may not be grieved. No newly hired teacher will be paid at a rate higher than a current teacher in the same district with the same years of credited experience and education.

### **Step Movement**

10.3 A. Unless otherwise negotiated between the parties, all teachers shall move from one salary step to another at the beginning of each contract year. Notwithstanding this general provision, a teacher may be held on step in a given year provided that the Superintendent has notified the teacher in writing by March 1 of a decision to deny the increase for just cause. A teacher so notified may file a grievance if he or she feels such action is without just cause.

B. Any new teacher who has worked at a full-time position for less than a full year may receive credit for one step on the indexed salary schedule at the discretion of the Superintendent.

C. Unless otherwise required by law, any teacher, regardless of FTE, who has worked at least 50% of the contracted work days in any contract year shall move from one salary step to the next consecutive step at the beginning of each contract year.

### **Salary Credits**

10.4 Credit for graduate level college courses which are relevant to the teacher's field and approved in advance by the Superintendent shall be credited to the teacher for the purpose of horizontal advancement on the salary schedules. Undergraduate credits may be approved for the purpose of advancing on the salary schedule at the discretion of the Superintendent. The Superintendent may approve a course for reimbursement in cases where the course is not approved for movement on the salary schedule. In such cases the Superintendent shall provide written notice to the teacher at the time the course is approved for payment that the course will not be counted for movement on the salary schedule.

Evidence of credits which have been earned for salary schedule change shall be submitted to the Superintendent's office on or before October 1 of the year in which the change on the salary schedule will occur. If evidence is submitted by October 1, said increase shall be retroactive to the beginning of the current school year. If evidence is submitted after October 1, said increase shall be effective at the beginning of the next school year.

### **Salary Credits Status**

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

A. The course is a graduate or undergraduate level course that will lead to improvement in the teacher's understanding and performance in the subject field, or

B. The teacher is requested by the administration to take a course to prepare for a special assignment, or

C. Specified workshops, at a rate of 20 hours of attendance, equals one salary schedule credit, up to a maximum of three such credits in a school year.

In the event one of the three exceptions is to be exercised on behalf of a teacher, the Superintendent will notify the Association in advance for the sole purpose of determining if Article 6.2, Definition of Grievance has been honored.

Approved credits earned beyond a Bachelor's Degree and not included in a Master's Degree will be permanently retained upon completion of a Master's Degree. Once a teacher acquires sufficient approved credits to move to a higher column, the teacher may not be dropped back to a previous column, unless there was an error in placement on the salary schedule. If an error is made, the teacher must be so notified in writing before the next contract issue date. The teacher may appeal the decision through the normal grievance procedure. Under no circumstances will a change to a lower column be made due to recognition of error in column placement which has stood for ten or more years. All approved graduate credits shall be permanently retained.

### **Horizontal Column Movement**

10.6 A teacher may advance from one salary column to the next by:

A. Completing the required number of approved graduate level course credits to move from one column to the next. Column movement will begin the following school year.

B. Once a teacher reaches the BA+30/Masters column of the salary schedule, the teacher may advance to the Masters +15 column either by accruing 15 approved credits beyond an approved Masters degree or by successfully completing 15 credits which have been approved by the Superintendent or designee specifically for this purpose. Movement beyond the Masters +15 column requires completion of an approved Masters program.

### **Change in Professional Status**

10.7 Teachers are encouraged to notify the Superintendent by November 1 of any anticipated column changes for the next contract year. The parties understand that such notice will provide the Board with more accurate information for the purpose of budget development. Teachers shall present satisfactory evidence of completion of additional training by October 1 of the year in which any change is to occur. Retroactive pay will be dispersed within thirty (30) days of providing documentation which supports the change of column. Change in professional status is dependent on the October 1 deadline of the year of change.

### **Military Leave**

10.8 A teacher who is called up for active duty in the United States military service while employed by the Board shall be treated the same as a working teacher for purposes of contract renewal. The Board shall pay the teacher the difference between his/her military salary (including pay stipends) and teaching salary for the remainder of the school year following activation. He/she will be eligible for advancement of one vertical step on the salary schedule for each year of service, not to exceed two steps. If the military duty is for 30 calendar days or less, the employee shall be retained on the district's medical and dental plans under the same conditions as if the employee were still at work. For military leaves in excess of 30 calendar days coverage

under the District's group medical and dental insurance plans may be continued through the first full month of military service at the contribution rates applicable to bargaining unit members. Thereafter, coverage under the District's group medical and dental plans may be continued at the employee's option for eighteen months, and the employee will be responsible for 100% of the applicable premium.

### **Pay Periods**

10.9 A. Teachers shall be paid in substantially equal bi-weekly installments. They shall have the option of having these installments extended over a full year (26 pays) or their work year (21 pays). Continuing employees shall notify the payroll office in writing by June 1st of the previous contract year, in order to change to a different pay period option.

B. Teachers shall receive their first payment on the first regularly scheduled payday for district employees which falls after the beginning date of the teachers' period of service.

C. Teachers hired after July 1, 2011 shall be paid every other Friday by direct deposit to the banking account of each employee's choice. Those teachers not paid by direct deposit shall receive their paychecks at the school. However, those who do not use direct deposit may, when a normal payday falls on a school holiday or vacation, make prior arrangement for home mail delivery or pick-up at the ACSD office during normal business hours.

D. For those teachers choosing the full year installment payment plan, a single payment, the amount of which will be the sum of the remaining bi-weekly installments, will be given out on the last regularly scheduled payroll date of the school year. Teachers electing this option shall notify the Business Office in writing by June 1<sup>st</sup>.

Normally, paydays shall be every other Friday, except in the case when the calendar year requires a 27 pay period year. In this case, the Superintendent of Schools shall develop a payroll period calendar that reduces the number of payrolls to 26 and shall notify teachers in writing of the payroll schedule for that year by June 1 of the preceding school year.

### **Per Diem Rate**

10.10 The teacher work year as established pursuant to Article 7 is to be used in arriving at a daily wage figure (contract salary divided by number of days of the teacher work year), either for the purpose of making per diem payments to teachers or reducing a teacher's salary by a per diem amount in appropriate circumstances.

### **Mentors**

10.11 A. All newly hired teachers shall be assigned a mentor for their first year of employment. Teachers who change assignments may have a mentor assigned upon request. An administrator has the discretion to assign a mentor to teachers who change assignments. Participation is mandatory for all new ACSD teachers.

B. Teachers who volunteer and are selected to mentor new hires shall be provided a stipend of \$1500 per year of the Master Agreement. This stipend covers mentorship of up to two

(2) new teachers. During the life of the contract, the Board, at its sole discretion, may increase the stipend, upon the recommendation of the Superintendent.

C. Mentor compensation is contingent upon mentee participation. Administrators must verify participation through monthly meeting attendance records, signed time records, or other means of verification to authorize stipend disbursement.

D. Nothing in this section shall preclude the administration from releasing a teacher from other non-instructional duties as part of the teacher's mentoring obligation. The administration shall ensure that this provision does not result in the assignment to other teachers of additional or intensified duties. The administration and ACEA shall work together to achieve the goals of the mentoring provision.

#### **Association Dues Deduction**

10.12 The employing Board agrees to deduct from the salaries of its teachers dues for the Association, Vermont Education Association and the National Education Association upon receipt of an authorization form from a teacher. Deductions shall be continuous from year-to-year. Teachers who may wish to terminate their dues deduction authorization must do so by written request to the Superintendent prior to September 1 of that year. Deductions shall be made in substantially equal amounts each pay period, and the monies deducted shall be transmitted to the Association monthly.

#### **403(B) Plan Contributions**

10.13 The District will provide teachers with the opportunity to make tax-sheltered contributions to their 403B Plans, consistent with the written plan documents. At the beginning of each school year, a teacher shall determine the amount of money to be deducted from his/her pay and the allocation of his/her contributions among the investment option provided under the Plan documents. A teacher may make changes to his/her investment allocations or contribution amounts with a minimum of two (2) weeks written notice to the Central office administrator.

#### **Salary Credits Status**

10.14 A. Bachelor's Degree plus 30 credits status will be considered the equivalent of a Master's Degree for salary purposes if all the credits have been approved by the superintendent as relevant to the teacher's professional development as described in Article 10.5.

B. Approved credits earned beyond a Bachelor's Degree and not included in a Master's Degree will be permanently retained upon completion of a Master's Degree.

C. All approved graduate credits shall be permanently retained.

#### **National Teacher Certification or Equivalent**

10.15 The purpose of this provision is to recognize and reward those teachers who have achieved a professionally recognized level of excellence in teaching. The standard established for this recognition is National Teacher Board Certification (NTBC). Teachers, who complete the NTBC program, or its equivalent, shall receive a \$2,000 additional salary stipend annually. This provision shall apply retroactively for NTBC. (See Appendix E).



An alternate program may only be used by a teacher to whom NTBC is not applicable. An alternate program must be equivalent to NTBC in terms of rigor and time commitment required, is subject to principal and superintendent approval, and must be an established program supervised by a national professional organization or an institution of higher learning.

### **Teaching in a Multigrade Classroom**

10.16 A teacher who is the only full-time teacher in a multigrade classroom at the K-5 level who is required to teach a full school year for three or more grade levels shall receive a stipend of \$1,000 per school year in recognition of the additional work required to teach three or more grade levels.

## **ARTICLE XI** **TEACHING CONTRACTS, ASSIGNMENTS AND VACANCIES**

11.1 The Superintendent shall inform a probationary teacher no later than May 1 of the second full school year of that teacher's employment whether that teacher will be given a contract for the coming year.

### **Contract Notification**

11.2 A. Non-renewal of contract: A teacher who is not to receive a contract for the following school year for reasons other than Reduction in Force shall be notified in writing of such intent by the Superintendent or designee not later than March 30. Notification of non-renewal shall be in writing, setting forth the grounds therefore. Non-renewal of a probationary teacher who has received at least two written performance evaluations per year may be based on any reasons other than those prohibited by law. If a teacher so notified desires a hearing, the teacher shall so request in writing to the clerk of the school board within eighteen (18) days after receipt of notification.

B. ~~Issuance of Contracts or letters of Intent:~~ Issuance of Contracts: The Board will issue contracts to teachers for the succeeding school year not later than April 15 of the preceding school year. A teacher receiving a contract offer shall indicate acceptance by signing and returning said contract no later than fifteen (15) calendar days after it is sent by the District. Failure of a teacher to return his/her signed contract within the timeframe noted herein shall be conclusive evidence of non-acceptance of the offer, and in such instances, the position shall be considered vacant unless an extension has been mutually agreed to, in writing, between the teacher and the Superintendent. Teacher contracts for employment shall specify the grade level and/or subjects to be taught for the ensuing school year. In the event that the Board and the Association have not ratified a new collective bargaining agreement by the issuance dates noted herein, individual contracts shall be issued at the teacher's then-existing salary. These contracts shall be adjusted at the completion of negotiations to reflect the terms of the successor to this Agreement.

C. A teacher who is interviewing for positions in other school districts shall advise the Superintendent or designee, and in such case shall be given a reasonable extension of time in which to return his/her signed contract. When an extension of time to return a contract is granted, the District shall have the option of advertising the position as a potential vacancy

notwithstanding the extension of time granted to the teacher. In the event the teacher does not return the offered contract or letter of intent within the extended time period, and a new hire cannot be accomplished prior to July 1, the District shall have the option of hiring the new teacher on a one year non-renewable contract.

**Part-time Teachers**

11.3 Teachers may be hired on a part-time basis. A part-time teacher shall receive a prorated amount of professional development reimbursement as a full-time teacher. Salaries, benefits, seniority, non-instructional assignments, duties, and leaves will be granted the same as a 1.0 FTE teacher per this agreement, but each salary, benefit, seniority, non-instructional assignment, duty, and leave will be prorated to the FTE of the part-time teacher. For leaves these pro-rated days will then be converted to 1.0 FTE equivalent days. Using sick days as an example, the 18 sick days, granted by this agreement, for a .5 FTE teacher will be converted to 9 (1.0 FTE) equivalent days. These days will be used as follows:

A. A .5 FTE teacher who works two full days and one half day per week, who takes a sick day that falls on the full day of work will use 1 FTE equivalent day, and now have 8 sick days remaining.

B. A .5 FTE teacher who works two full days and one half day per week, who takes a sick day that falls on the half day of work will use .5 FTE equivalent days, and now have 8.5 sick days remaining.

**Non-Renewable Contracts**

11.4 A. The Board may offer a successful applicant a non-renewable contract for up to one full school year in the following circumstances: replacement of teachers on approved leaves of absence; teachers hired with a provisional or emergency license status, or an approved license waiver; teachers hired to fill vacancies created by a termination, death or resignation which occurs during the school year; or to any teacher hired after June 15th to fill a vacancy for the subsequent school year. Nothing herein shall limit the right of the Board to offer a teacher who has been employed under a non-renewable contract a subsequent non-renewable contract, provided the provisions of this section are met.

A teacher on a non-renewable contract will be covered by all terms and conditions of this Agreement with the following exceptions: the right to contract renewal, seniority, layoff and recall rights.

B. A teacher who has been employed under a non-renewable contract(s) and who is hired under a regular teacher contract without a break in service shall be granted seniority credit for the time spent working under the non-renewable contract(s).

**Vacancies**

11.5 During the school year, all co-curricular, teaching and administrative vacancies in the District, posted on the District's website and also emailed to all faculty.

## **Distance Learning**

11.6 A. Distance teaching opportunities shall be posted in the same manner as other school based job openings.

B. Current teachers holding appropriate license endorsements will be offered the first opportunity to accept such teaching assignments. No member of the teaching staff will be compelled to accept such an assignment against his or her will or be subject to reduction in force based on their decision not to accept the assignment.

C. Any teacher who agrees to teach a distance learning course shall have his/her school based credit load of teaching responsibilities reduced by an amount equivalent to the distance learning course. A credit determination for student's taking an on-line course and the determination of credits for calculating a teacher's load of courses shall be equivalent.

D. In the event no current member of the teaching staff accepts such an assignment, or the conditions of B and C cannot be met, the administration may purchase slots from a distance learning provider.

E. Teachers who choose to participate in distance learning maintain all rights contained in the agreement.

F. Teachers who agree to provide or coordinate distance learning course offerings shall receive any necessary training which shall be paid in full by the school district.

G. At no time, unless mutually agreed to by the Administration and the Association, will distance learning credits for students be used to supplant courses regularly offered by the school – those that appear in the current year's course catalogue of those that have been taught at the high school in the last two academic years. This is to ensure that there is no subcontracting of bargaining unit work.

H. In the event an exception exists, a decision to go forward with said distance learning courses for said student or students must be approved by both the administration and the Association and shall not be unreasonably denied.

I. Unless otherwise agreed to by the Administration and the Association, in the event a Reduction in Force is anticipated, distance learning courses will be eliminated before any equivalent course offered within the school is reduced or eliminated.

## **Transfer of Employees into Bargaining Unit**

11.7 In the event a member(s) of the Educational Support Personnel (ESP) bargaining unit is transferred into the Teachers Bargaining unit, the details of such transfer shall be negotiated by the Board and the Association and set forth in a side letter of agreement.

**ARTICLE XII**  
**PROFESSIONAL DEVELOPMENT AND GRANTS**

**Course Payment**

12.1 A. The full cost of tuition, application fees, books and related materials incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions and other such sessions required by the administration shall be paid by the District. The cost of professional development required by the Administration shall not diminish the funds available to teachers for self-selected courses and workshops as set forth in this Article.

B. The Board shall pay, within the constraints described below, the tuition for course work subject to the approval of the superintendent. Teachers may seek approval for up to 18 credits, over a five (5) year period, with a maximum of nine (9) credits per individual contract year. Financial support for approved coursework shall not exceed the UVM graduate course credit rate established for the school year at issue.

C. A teacher shall submit evidence of satisfactory completion of an approved course. In cases where the district has advanced funds for approved coursework the teacher shall submit evidence of satisfactory completion to the Superintendent or designee not later than four (4) weeks following completion of the course. This time line may be extended at the sole discretion of the Superintendent or designee if extraordinary circumstances beyond the control of the teacher are the cause of the delay.

D. All requests for the payment of tuition credits or for salary schedule movement must be approved by the Superintendent prior to enrollment.

E. No course reimbursement will be awarded to a teacher in the summer following the teacher's resignation or dismissal from the school district.

F. The Superintendent or designee may deny approval for attendance at a course, workshop, or conference which presents scheduling conflicts with the teacher's work schedule.

G. The Superintendent or designee may deny approval for any 'on-line' course offered by an institution of higher education which is not accredited by a recognized sanctioning body, or from any institution of higher learning if the credit hours or units offered in its on-line program would not be accepted as graduate level credit hours by the issuing institution.

H. Teachers are responsible for any costs incurred for books, transportation and lodging associated with courses in which they enroll, except as specified in Section 12.1a and 12.2.

I. The District will pre-pay the cost of approved courses, workshops or conferences. The teacher will sign an agreement with the Superintendent so that in the event the teacher fails to successfully complete the course (grade of 'B' or better, or 'P' if course is taken on pass-fail basis), workshop or other educational training s/he will have the amount of prepayment paid by the district withheld from his/her paychecks over the remainder of the school year, unless a different repayment schedule is mutually agreed to between the teacher and the Superintendent.

J. At the Superintendent's sole discretion, teachers may accrue salary schedule credit for certain district-sponsored or other designated workshops at a rate of 20 hours of attendance equals one (1) salary schedule credit, up to a maximum of three (3) such credits in a single school year.

K. At the discretion of the Superintendent of Schools and subject to the availability of funds, additional funding may be made available for special area teachers to attend workshops and/or take courses that may be farther away and more expensive than most typical courses.

L. Any teacher whom the Administration places on a focused assistance plan and/or probation in accordance with the ACS D Supervision/Evaluation process may be required to use up to three (3) credits annually from the allowable tuition reimbursement allocation to pay for courses required by the Administration.

### **Funds for Workshops, Conferences**

12.2 In any one contract year, in lieu of graduate course reimbursement, a teacher may elect to utilize up to 50% of the cost of the three-credit UVM winter course rate for preapproved expenses associated with attendance at conferences, workshops and seminars approved by the principal. Subject to approval of the Superintendent and funding availability, an amount in excess of the 50% rate may be reimbursed for approved professional development activities.

### **Grants for Summer Study**

12.3 Individual teachers may apply to the Superintendent for grants in support of summer study or other appropriate educational endeavors under the following conditions:

A. Proposed programs must be approved by the Superintendent prior to grant awards. Approval of any grant request shall be subject to the availability of funds.

B. Applications must contain precise information on any proposed educational activity or course of study.

### **Curriculum Development Grants**

12.4 A. Grant Writing. To assist in developing curriculum, grants may be awarded to individual teachers or groups of teachers. A daily stipend shall be awarded to individual teachers for work that is pre-approved by the administration, per procedures defined by the Superintendent of Schools. It is expected that grants will be made for work conducted and completed during summer recess. The stipend shall be calculated by multiplying the District Billable Hour by pre-approved daily hours. Compensation is contingent on proof of participation.

B. Curriculum Camp. To assist in developing curriculum, the District will compensate teachers for voluntary participation in the annual two-day ACS D Curriculum Camp. A daily stipend shall be paid to individual teachers for attendance, per procedures defined by the Superintendent of Schools. The stipend shall be calculated by multiplying the District Billable Hour by pre approved daily hours. Compensation is contingent upon proof of participation.

### **Program Related Committee Work**

12.5 The ACSD and each employing school district may offer teachers opportunities to participate on curriculum or other program related committees during the school year. Opportunities to participate on such committees will be posted in all affected schools. Participation by teachers on such committees will be voluntary, and teachers will serve in an advisory capacity. Volunteers will be selected for committees based on the teacher's expertise in the subject or area in which the committee is designed to advise or operate. When stipends are available for work on a committee they will be offered to participants on a non-discriminatory basis.

## **ARTICLE XIII** **EVALUATION**

### **Evaluation**

13.1 Each teacher shall be evaluated periodically as provided in the current ACSD Supervision and Evaluation System. All parties to this Agreement understand the importance of a system of supervision and evaluation that is collaboratively developed. Any changes or modifications to the current ACSD Supervision and Evaluation System shall be developed jointly between the Association and the Superintendent, with the understanding that the final decision rests with the Superintendent. A copy of the ACSD Supervision and Evaluation System shall be provided to each new teacher; amendments to the procedures shall be provided to all teachers.

### **Evaluation Procedure**

13.2 The Principal will be responsible for distributing a copy of the evaluation procedure to each new teacher no later than October 1 of each school year. If a new evaluation procedure is implemented, it will be distributed to all teachers at that time. An experienced teacher may request and shall be provided with a copy of the current evaluation procedure. The evaluation procedure will not be changed during the effective dates of the Agreement without prior written notification to the teachers and the Association.

### **Evaluation Schedule**

13.3 Each teacher shall be evaluated according to the schedule provided under the ACSD Supervision and Evaluation System. A formal evaluation shall be conducted at least once in every four-year period. Classroom observations may be conducted and reports and other data pertinent to the evaluation process may be collected as deemed necessary or desirable by the administration. Nothing herein shall be construed to prevent the administration of a school district from initiating a formal evaluation cycle for a teacher deemed to be in need of assistance.

### **Evaluation of Probationary Teachers**

13.4 New teachers in the initial probationary status shall receive two (2) written performance evaluations in each year of probationary service. A written report of a class visit or observation prepared by an evaluator shall constitute a written performance evaluation for a probationary teacher. All other provisions of Article XIII relative to the evaluation of teachers shall apply to the evaluation of a probationary teacher except as modified by this section.

### **Immediate Supervisor**

13.5 A teacher's immediate supervisor shall be an administrator within the District and shall be designated by the principal or Superintendent, as applicable. The Superintendent shall define any teacher's immediate supervisor when such determination is in question. For example, a Speech and Language Pathologist employed by ACS D may be supervised by the building principal in which he or she is assigned.

### **Receipt of Evaluation Report**

13.6 Teachers will be given a copy of any written report of a class visit or observation prepared by an evaluator within ten (10) school days of this class visit or observation and will be provided with the opportunity to discuss the report with the evaluator. The teacher shall have the opportunity to respond orally and in writing to an evaluation or observation report, and any written response shall become part of the personnel file. A teacher's signature on an evaluation or observation report shall indicate only that the teacher has reviewed said report and does not necessarily indicate agreement with the contents thereof.

### **Distribution of Evaluation Report**

13.7 A copy of any evaluation report or individual observation report, material included as evidence or support for the report, and the teacher's response to the report shall be provided to the teacher, to the teacher's immediate supervisor, and to the Superintendent of Schools for inclusion in the teacher's official personnel file.

## **ARTICLE XIV** **INSURANCES**

### **Life Insurance**

14.1 The Board will provide each teacher with a \$30,000 group term life insurance policy.

### **Health Insurance**

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

Effective January 1, 2026 through June 30, 2027 pursuant to 16 VSA Chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including Health Reimbursement Arrangements and Health Savings Accounts, shall be governed by the written successor agreement incorporating the terms of statewide health insurance bargaining.

### **Section 125 Plan**

14.3 The Board shall provide a Section 125 Flexible Spending Plan to all eligible teachers. The Board shall cover the initial set-up and ongoing maintenance cost of administering the program.

### **Payment in Lieu of Health Insurance**

14.4 The Board will provide an annual reimbursement to any teacher who waives the health insurance coverage offered by the Board provided said teacher certifies that pursuant to the

provisions of 16 VSA; Sections 2103(f), he or she has other health insurance coverage as outlined herein and said insurance coverage is not provided through a Vermont Public School District via a spouse, domestic partner or family member. The Board shall pay \$1,500 annually, prorated for part-time teachers. An application must be made to the Superintendent by a date specified by the Superintendent. Payment will be made in equal biweekly payments via payroll.

#### **Dental Insurance**

14.5 The District agrees to pay the full cost of a single membership in the district group dental insurance plan of the Addison Central School District. Coverage shall be comparable to the Northeast Delta Dental Plan with 100% A, 100% B, and coverage C (Prosthodontics) at 50% with no deductible and \$1,000 maximum per person per contract year. with child and adult orthodontic coverage.

#### **Liability Insurance**

14.6 Each teacher shall be covered by liability insurance at the expense of the Board to the extent required by Vermont Statutes Annotated, Title 16, Section 1756.

#### **Insurance Coverage Dates**

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

#### **Insurance Terms**

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

#### **Disability Insurance**

14.9 The Board will pay the cost of a group long-term disability insurance plan from a carrier selected by the district. Such plan shall provide 66 2/3% of salary with a 90-day elimination period.

The Association may elect from the same carrier a more comprehensive group long-term disability insurance plan that modifies the base provisions and premium cost of the district base plan. In such case, the teachers will pay the difference in annual cost between the district base plan premium and the premium of the more comprehensive plan selected by the Association. A teacher may utilize accrued sick leave when absent due to illness or injury to the extent necessary to meet the elimination period under the group long term disability policy. A teacher shall make timely application for coverage under the group long term disability policy. Thereafter, if a teacher has accrued sick leave remaining he/she may use it to make up the difference between the payment received under the group long term disability policy and her regular base pay



The position of a teacher who has become totally disabled from work shall be held for one calendar year from the date the disability insurance begins. The Board shall continue its health insurance coverage during that time at Board expense, less any required teacher contribution to the selected plan. Nothing in this contract shall prevent the Superintendent, in his sole discretion, from extending the one-year time period in this section.

#### **Employee Assistance Plan**

14.10 The Board shall pay the cost of an Employee Assistance Program (EAP) designated by the Board.

### **ARTICLE XV REDUCTION IN STAFF**

#### **Notification to Association**

15.1 At least ten (10) working days prior to taking formal action to eliminate or reduce a position covered by this agreement the Board or its designee will notify the Association in writing, setting forth the general reasons for the staff reduction. At the request of the Association, the Board will grant the Association an opportunity to meet with the Board, or its representatives within the ten (10) working day notice period, to discuss the plan before the reduction is voted upon by the Board. In the event of a budget defeat the notification period shall be reduced to five (5) working days if new or additional reductions in staff are considered. Any written response to the proposed Reduction in Force submitted by the Association prior to the meeting to the Superintendent or Board Chair shall be shared with all Board members prior to taking action. A list of open positions in the school will be made available to all teachers being laid off. Such teachers may indicate the positions, in order of preference, for which they desire to apply.

#### **Notification to Teachers**

15.2 A. A teacher who is to be laid off due to a reduction in force shall be notified in writing no later than March 22; however, if a school district's budget is defeated and new or additional reductions are planned any teacher not previously notified of lay off due to reduction in force shall be notified in writing as soon as possible, but not later than April 5, following compliance with Section 15.1 above.

B. The Superintendent or designee will meet with any teacher to be laid off prior to notice of lay off and explain the reasons for such lay off. If such meeting cannot be scheduled due to absence, it may occur following notice of reduction in force. The teacher may elect to be accompanied at this meeting by an Association representative.

#### **Position Elimination through Attrition**

15.3 If the Board decides to eliminate a position which has become vacant through attrition, it will so notify the Association.

#### **Seniority Definition**

15.4 A. For the purposes of this Article, seniority will be computed from the beginning of a teacher's most recent period of continuous employment within the employing District, and will begin to accrue as of the date that the teacher signed the individual employment contract.

B. Seniority will not be broken by authorized leaves of absence or by layoff during the recall period. Seniority shall not continue to accrue following layoff or during any period of unpaid leave for fifty percent (50%) or more of a school year unless the leave was for professional purposes as determined exclusively by the Superintendent.

C. Contractual part-time teachers shall accrue seniority on a pro-rata basis.

D. Teachers under special assignment, including but not limited to interim administrative positions or lead teacher positions, retain and will continue to accrue seniority within their designated subject or specialty area. Note: Special assignments will be established in writing, specifying expected duties and a closing date of the assignment, which may be extended. Both initial and extended assignments require joint approval of the employing Board and the Association.

1. District-wide seniority

All teachers shall have and retain district-wide seniority in their subject or specialty area under the concept of "total accrued seniority." In the subject or specialty area they have taught the longest (principal area of seniority), teachers shall be granted seniority equal to the total number of years in the district. In any other subject or specialty area taught, the teacher shall be granted seniority equal to the number of years teaching that subject in the district. [For example, a middle school teacher who has taught five (5) years math in the high school and eight (8) years social studies in the middle school shall be credited with thirteen (13) years seniority in social studies and five (5) years seniority in mathematics on a district-wide basis.] These teachers shall continue to accrue seniority on a district-wide basis for the duration of their careers in the subject or specialty areas in which they teach.

2. Seniority in Two Areas

In the situation where a teacher has equal seniority in two different subject or specialty areas, the subject or specialty area where he/she presently teaches shall determine his/her principal area of seniority. In the case where a teacher is teaching two or more subjects of equal full-time equivalency (e.g., a teacher is teaching 50% social studies and 50% English), such teacher shall elect the principal area of seniority at the time that the seniority list is developed by the Superintendent (see 15.5).

**Seniority List**

15.5 The Superintendent of Schools shall be responsible for the creation of a seniority list, denoting each teacher's seniority status within each professional service area and division of the teacher's employing District. A copy of the list shall be provided to the Association on or before October 1 of each school year. Appeals of information included in the seniority list shall be presented to the Superintendent in writing on or before November 1 of each year. Resolution of appeals shall be made by the Superintendent prior to December 15. If the Superintendent's decision is not satisfactory, the Association may utilize the expedited resolution process set forth in Article 6.7.

### **Tie Breakers When Seniority is Equal**

15.6 Seniority within the categories as defined within this Article, shall determine which teachers are subject to reduction in force.

- A. When seniority is equal, the following criteria shall be utilized in the order indicated:
  - 1. Education (Degree and Graduate Credits earned)
  - 2. Total number of years of teaching experience
  - 3. In the event of continued identical seniority, the Board's decision shall be final.

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

### **Reduction in Force Procedures**

15.7 If a Board determines that a reduction in force is necessary, the following provisions will be in effect:

If staff turnover is not anticipated to be adequate to eliminate the need for a reduction in force, teachers shall be laid off in the reverse order of seniority within the following seniority categories within the elementary district in which the reduction in force occurs, provided the teachers who remain are licensed and endorsed for the remaining teaching assignments. Seniority categories shall be:

- 1. Grade PK-6 classroom teachers. Teachers with previous seniority within the district as a classroom teacher who are working under special assignment shall retain seniority under this category.
- 2. Secondary classroom teachers within subject area departments defined by the administration (Language arts/reading; mathematics; science; social studies; physical education; foreign language).
- 3. Teachers and professionals by endorsement as defined by the Vermont Agency of Education, including, but not limited to, special education/learning specialist, library- media specialist, guidance counselor, music teacher, art teacher, computer technology teacher, family and consumer sciences, technical education teacher, and school nurse, school psychologists, integration specialists, speech and language pathologists, early essential education teachers.

### **Bumping with Varying FTE Status**

15.8 Within a seniority category, a teacher with less than a full-time FTE does not have layoff priority over a full-time teacher with less seniority unless he/she is prepared to take the full-time FTE position.

### **Recall Rights**

15.9 Teachers laid off shall have recall rights, in order of seniority, to vacancies within their former employing school district within the same groupings as described in 15.7 A-C,, subject to the teacher holding a valid license and endorsement to teach the subject area or grade level to which the teacher would be recalled. Notice of recall will be provided by registered mail at the teacher's last known address. Teachers must accept an offer of employment within fifteen (15) calendar days of receipt of a recall notice or the teacher will move to the bottom of the recall list notwithstanding seniority. Recall rights shall continue for two years following the date the layoff takes effect.

### **Involuntary Transfers**

15.10 The involuntary transfer of teachers shall not be arbitrary. The Superintendent shall establish and follow a procedure for involuntary transfers.

## **ARTICLE XVI** **JOB-SHARING**

### **Proposal to Job Share**

16.1 When a faculty member or members desire to engage in a job sharing arrangement a proposal shall be submitted to the Principal and Superintendent on or before January 1 of the preceding school year. The proposal must be recommended by the Principal and Superintendent and is subject to final approval by the Board.

### **Job Share Requirements**

16.2 When a job sharing arrangement is approved by the Board the following will apply:

- A. Job-sharers will arrange adequate planning time together to meet the needs of their students.
- B. Job-sharers will arrange time to discuss student progress, student needs, and individual program modifications.
- C. Job-sharers shall attend staffing, IEP meetings, or related meetings which address the specific needs of children, unless excused by the Principal.
- D. Duties are the responsibility of the teacher who is present during that time of day.
- E. Scheduling of special teacher times shall remain as is with the result being the "duty- free" periods of job-sharing participants may not be equalized.

### **Substitutes for Job Sharers**

16.3 Whenever a job-sharer must be absent it shall be the prerogative of the administration to decide whether a job share will substitute for the absent job-sharer or whether a regular substitute will be hired. When requested, job-sharers will make a good faith effort to modify their established time schedules for the purpose of providing instruction without an outside substitute. When a job-sharing participant substitutes for the other, the teacher who substitutes will receive prorated salary beginning with the first day of absence. If the job-sharer substitutes for a pre-

determined period of time equal to one half of the school year or longer, the job sharer shall be eligible for benefits of a full-time teacher during the leave time.

#### **Salary for Job Sharers**

16.4 The salary of each person shall be determined by their placement on the salary schedule, pro-rated to the appropriate FTE.

#### **Insurance Benefits for Job Sharers**

16.5 In cases where job-sharers are eligible to participate in group insurance benefits they shall be prorated, subject to provisions of this Agreement and the regulations of the insurance companies.

#### **Leave Days for Job Sharers**

16.6 Leave days for job share teachers shall be as provided in Article VIII.

#### **Leave of Absence for Job Sharers**

16.7 Job-sharers may apply for administrative leaves of absence as provided in this Agreement but do not have the right to such. Logistics and other problems particular to job-sharing shall be a consideration when determining whether to grant the leave request. Job share teachers may be eligible for FMLA leave if they meet the statutory leave requirements.

#### **Seniority for Job Sharers**

16.8 Job-sharers shall accrue seniority on a pro-rata basis.

#### **Coverage for Job Sharer on Leave**

16.9 In the event a job-sharing participant goes on any type of leave for which he/she is eligible, the other job-sharing participant may, with four weeks' notice, be required to fill in for the absentee in addition to his/her normal schedule. If, during the initial screening process, an applicant states that he/she would find it impossible to abide by this section, the Board has the right to waive it. The administration has the discretion to fill the vacancy with a long term substitute.

#### **Job Sharer Desiring a Full-time Position**

16.10 If a job-sharing participant desires to change or return to a full-time teaching position, he/she will be allowed to do so only if a full-time permanent vacancy exists.

#### **Change in Status of Job Sharer**

16.11 If one job-sharing participant terminates employment with the school or chooses to return to a full-time teaching position, the other job-sharing participant will not have a right to continue in a job sharing arrangement unless the Board approves a continuation of the arrangement. In that case the teacher shall have the option of taking the full time position.

#### **Decision to Permit Job Share Positions**

16.12 The Administration has the right to determine each year whether it is in the best interest of the school for a single position to be held by job-sharing participants. If the Administration considers the above not to be in the best interest of the school, then that decision shall not be

grievable. If a RIF occurs due to such a decision, then Article 15 of the Master Agreement will be followed.

## **ARTICLE XVII**

### **EARLY RETIREMENT PROGRAM/SEVERANCE PAY**

#### **Negotiation of Retirement Incentives**

17.1 Any retirement buyout incentive that is to be offered by the District will be negotiated between the District and the Association.

#### **Retirement Severance for former Middlebury Elementary Teachers Association Members**

17.2 Any teacher planning to retire, hired by the Middlebury ID#4 District prior to June 30, 2017, and with twenty (20) years experience, ten (10) of which must be within the employing elementary school district (ID#4) from which the teacher is retiring, may apply for a severance payment under the following conditions:

A. Application must be made by December 1 of the year the teacher will retire from the profession in order for payment to be guaranteed.

B. Under unusual circumstances, a teacher may apply after December 1 but payment will not be guaranteed. Decision of the Board regarding payment is non-grievable.

C. For the purpose of this Article, two years teaching half-time will be considered a year of service.

D. The ten (10) years in ID#4 school district must be continued uninterrupted service with the exception of authorized leaves of absence or layoff. Unpaid leaves of absence do not count towards years of service.

E. Payment based on number of years in employing elementary school district shall be as follows:

10 Years of Service - 18% of the salary of the teachers' highest annual salary from the ID#4 school district.

15 Years of Service - 20% of the salary of the teachers' highest annual salary from the ID#4 school district.

25 Years of Service - 25% of the salary of the teachers' highest annual salary from the ID#4 school district.

F. Schedule of severance payments may be requested by the teacher, but final determination will be by the Board and is non-grievable.

G. The severance payment may not be combined with another early retirement incentive offered by the Board. Eligible teachers must choose only one.

17.3 Any early retirement incentive shall be negotiated between the Board and the Association.

**ARTICLE XVIII**  
**CO-CURRICULAR & EXTRA-CURRICULAR POSITIONS**

**Contracts**

18.1 Each teacher shall be issued a separate contract for an extra-curricular position covered by this Agreement. Teachers may not be removed from an extra-curricular assignment during the term of the extra-curricular contract without just cause. Renewal of an extra-curricular contract is at the sole discretion of the Board.

A completed copy of the position's co-curricular questionnaire shall be provided for a person new to the position. The Co-curricular Activities Director will review it with the person prior to the issuance of a contract.

**Salary**

18.2 Salary for a complete activity may be divided among those directing the activity. However, it is understood that when the Board and the Association have agreed in section 18.7 that there will be more than one supervisor for an activity, each supervisor shall receive the amount listed in for the position.

**Appointment**

18.3 When first appointed to a co-curricular assignment, a person will be placed on the co-curricular salary schedule according to previous years of experience in that activity, as determined by the Superintendent. Each year the person will move from one step to the next consecutive salary step. In the case of a person switching co-curricular assignments, the Superintendent may place that person on any step up to and including the next consecutive step after the step he/she was previously at, in the appropriate column.

**Pay Schedule**

18.4 Extra duty and co-curricular salaries shall be paid in two installments according to the following schedule:

Fall Activity	1/2 the amount with the first pay in October 1/2 the amount with the second pay in November
Winter Activity	1/2 the amount with the first pay in January 1/2 the amount with the second pay in March
Spring Activity	1/2 the amount with the first pay in May 1/2 the amount with the second pay in June
Year Activity:	1/2 the amount with the first pay in January 1/2 the amount with the second pay in June

Pay may not be received in advance of services.

**Co-curricular Salary Schedule**

18.5 The Co-curricular Salary Schedule shall be attached hereto as Appendix B.

### **Extra-curricular Activities at ACSD Elementary Schools**

18.6 A. For elementary schools, the stipend for normal extra-curricular activities approved by the principal shall be \$650. An activity of approximately twenty (20) hours or more shall be considered normal. The principal reserves the right to increase or decrease the amount in accordance with the length of the activity and the number of teachers involved.

B. For elementary schools, proposals for clubs shall be submitted to the Principal according to a fall deadline set by him/her. If there is money left in the club budget after initial club approval by the principal, then any teacher may make a club proposal and be awarded such on a first-come, first-serve basis. Decisions of the principal on club approval shall be non-grievable. Participation of teachers in extra-curricular club activities shall be voluntary.

### **Positions**

18.7 Co-curricular positions are listed in Appendix C. Unless a number of positions is designated after the title, each title shall be one position. The Board, in its discretion, may delete and add positions from this list. However, category placement shall be guided by the number of points accumulated on the MUMS and MUHS Co-Curricular Questionnaire. The Administration shall maintain on file a MUMS and MUHS Co-curricular Questionnaire, list of step placement criteria and point system adjustments.

In the event that either the Board or the Association determines that a position should be moved to another Category, either the Board or the Association may request that a review of the position be made. Either party may submit evidence for the change requested. The Administration shall initiate a review, according to the criteria defined in the MUMS and MUHS Co-curricular Questionnaire, and shall make a recommendation to the Board for schedule placement. The decision of the Board shall be final.

## **ARTICLE XIX SUPPORT POSITIONS**

### **Placement on Schedule of Support Stipends**

19.1 In order to provide effective support of teachers and support for ACSD administration, the Board shall define, upon the recommendation of the Superintendent, a support structure that meets the needs of the respective school.

ACEA recognizes that the administration can create new positions or eliminate present positions designed to assist in the non-supervisory administrative duties of the school. Based upon the job description and the hours (Placement Levels) required to perform the duties, the Superintendent of Schools will determine appropriate placement of new positions on the schedule of support stipends. In the event that either the Administration or ACEA believes that a position should be moved to another level either the Administration or ACEA may request that the Superintendent review the placement.

### **Advice and Counsel**

19.2 In selecting individual teachers to serve in support roles, the administration shall seek the advice and counsel of the teachers affected by the position.



**Vacancies**

19.3 Support positions shall be opened for application on a periodic basis. The Superintendent of Schools shall define the process for filling position vacancies, including the frequency with which positions will be opened for consideration and the level placement.

**Step Placement and Advancement**

19.4 Placement on the Support Position Stipend Schedule shall be determined by the Superintendent at the time of appointment, based upon a review of the individual’s related experience and the input of the school administration. Following initial placement on a step on the stipend schedule listed in schedule of Compensation Levels, the appointed teacher shall advance one step on the schedule each additional year served. When two or more individuals share a position, the compensation will be shared equally among those serving in the position. Alternate means of dividing position duties and compensation may be made upon the approval of the Superintendent of Schools.

**Article Application**

19.5 This article shall apply to the Article III school year and only to positions with an expected duration of one school year or more. This article shall not apply to non-instructional duties such as study hall supervision, or co-curricular or intra-curricular assignments addressed in sections of this negotiated agreement.

**Posting**

19.6 The Superintendent shall post annually a list of all support positions covered by this article with a notation next to ones that are open. Posting will include when the position is scheduled to be re-opened for application.

**Support Position Stipend Schedule**

19.7 Support Position stipends shall be determined by multiplying the current BA Step 1 salary amount by the applicable percentage below:

Step	Level I	Level II	Level III	Level IV
1	.044	.056	.065	.10
2	.047	.059	.072	.11
3	.050	.064	.078	.12
4	.053	.070	.084	.13
5	.056	.078	.093	.14

**Support Positions**

19.8

Level I	MUMS Team Leader-Special
Level II	MUMS Team Leader-Core
Level III	MUHS Department Coordinator

A. Terms of Support Personnel Positions

Individuals hired for support positions are hired on a one-year basis for a clearly defined period. All positions are subject to non-renewal through notification on or before May 1.

B. Placement Levels

In establishing initial placement for new support assignments, as defined in Article VIII, the Superintendent of Schools will take into consideration the job description and the following estimate of weekly time required to fulfill the position created:

Level I	2-3 hours
Level II	4-5 hours
Level III	6-8 hours

**ARTICLE XX**  
**GENERAL**

**Statutory Rights**

20.1 Any statutory rights and obligations pertaining to negotiations, representation, and non-discrimination shall be made part of this Agreement and shall be subject thereto.

**Provisions Contrary to Law**

20.2 If any provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**Entire Understanding of the Parties**

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

**Modification of This Agreement**

20.4 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

**Medical Examinations**

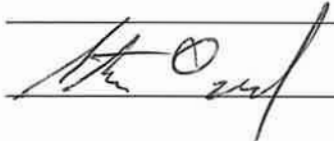
20.5 When the Superintendent has cause to believe a teacher is unable to perform his or her duties, the Superintendent may require a teacher to have a medical examination by a mutually agreed upon physician. The physician performing said examination shall issue a written report to the Superintendent and to the teacher which is limited in content to only whether or not said teacher is able to perform his or her duties. Any costs not covered by insurance for said examination will be paid by the employing district.

**ARTICLE XXI**  
**DURATION**


The term of this contract is from July 1, 2024 through June 30, 2027.

The terms of this contract shall be effective upon signing by the representatives of the Board and the Association and shall continue from year to year until such time as a successor Agreement is implemented in accordance with the provisions of Title 16 V.S.A. Chapter 57. The parties agree that, to the extent salary adjustments required under this contract have not been paid, such adjustments shall be retroactive for eligible teachers employed as of the date of ratification. If negotiations do not take place or if agreement has not been reached, teachers will be compensated in accord with the appropriate steps in the schedule. The Board and the representative of the Association will meet according to the procedural agreement, Article II, to negotiate a successor contract. This article in no way abridges or supersedes any legal rights granted to either to the Board or to teachers under V.S.A. Title 16 or other state statutes.

For the Board:  
Addison Central School District

\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

For the Association:  
Addison Central Educators Association

\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A-1  
ADDISON CENTRAL SCHOOL DISTRICT**

Base	\$ 49,305	1.06		2024 - 2025								
Step	Index	BA	Index	BA+15	Index	BA +30/MA	Index	MA+15	Index	MA+30		
1	1.00	\$49,304.84	1.04	\$51,277.03	1.08	\$53,249.23	1.12	\$55,221.42	1.16	\$57,193.61		
2	1.04	\$51,277.03	1.08	\$53,249.23	1.12	\$55,221.42	1.16	\$57,193.61	1.20	\$59,165.81		
3	1.08	\$53,249.23	1.12	\$55,221.42	1.16	\$57,193.61	1.20	\$59,165.81	1.24	\$61,138.00		
4	1.12	\$55,221.42	1.16	\$57,193.61	1.20	\$59,165.81	1.24	\$61,138.00	1.28	\$63,110.20		
5	1.16	\$57,193.61	1.20	\$59,165.81	1.24	\$61,138.00	1.28	\$63,110.20	1.32	\$65,082.39		
6	1.20	\$59,165.81	1.24	\$61,138.00	1.28	\$63,110.20	1.32	\$65,082.39	1.36	\$67,054.58		
7	1.24	\$61,138.00	1.28	\$63,110.20	1.32	\$65,082.39	1.36	\$67,054.58	1.40	\$69,026.78		
8	1.28	\$63,110.20	1.32	\$65,082.39	1.36	\$67,054.58	1.40	\$69,026.78	1.44	\$70,998.97		
9	1.32	\$65,082.39	1.36	\$67,054.58	1.40	\$69,026.78	1.44	\$70,998.97	1.48	\$72,971.16		
10	1.36	\$67,054.58	1.40	\$69,026.78	1.44	\$70,998.97	1.48	\$72,971.16	1.52	\$74,943.36		
11	1.40	\$69,026.78	1.44	\$70,998.97	1.48	\$72,971.16	1.52	\$74,943.36	1.56	\$76,915.55		
12			1.48	\$72,971.16	1.52	\$74,943.36	1.56	\$76,915.55	1.60	\$78,887.74		
13			1.52	\$74,943.36	1.56	\$76,915.55	1.60	\$78,887.74	1.64	\$80,859.94		
14					1.60	\$78,887.74	1.64	\$80,859.94	1.68	\$82,832.13		
15					1.64	\$80,859.94	1.68	\$82,832.13	1.72	\$84,804.32		
16					1.68	\$82,832.13	1.72	\$84,804.32	1.76	\$86,776.52		
17					1.72	\$84,804.32	1.76	\$86,776.52	1.80	\$88,748.71		
18					1.76	\$86,776.52	1.80	\$88,748.71	1.84	\$90,720.91		
19					1.80	\$88,748.71	1.84	\$90,720.91	1.88	\$92,693.10		
20							1.88	\$92,693.10	1.92	\$94,665.29		
21									1.96	\$96,637.49		
22									2.015	\$99,349.25		

**APPENDIX A-2  
ADDISON CENTRAL SCHOOL DISTRICT**

Base	\$ 51,770	1.05		2025 - 2026							
Step	Index	BA	Index	BA+15	Index	BA +30/MA	Index	MA+15	Index	MA+30	
1	1.00	\$51,770.25	1.04	\$53,841.06	1.08	\$55,911.87	1.12	\$57,982.68	1.16	\$60,053.49	
2	1.04	\$53,841.06	1.08	\$55,911.87	1.12	\$57,982.68	1.16	\$60,053.49	1.20	\$62,124.30	
3	1.08	\$55,911.87	1.12	\$57,982.68	1.16	\$60,053.49	1.20	\$62,124.30	1.24	\$64,195.11	
4	1.12	\$57,982.68	1.16	\$60,053.49	1.20	\$62,124.30	1.24	\$64,195.11	1.28	\$66,265.92	
5	1.16	\$60,053.49	1.20	\$62,124.30	1.24	\$64,195.11	1.28	\$66,265.92	1.32	\$68,336.73	
6	1.20	\$62,124.30	1.24	\$64,195.11	1.28	\$66,265.92	1.32	\$68,336.73	1.36	\$70,407.54	
7	1.24	\$64,195.11	1.28	\$66,265.92	1.32	\$68,336.73	1.36	\$70,407.54	1.40	\$72,478.35	
8	1.28	\$66,265.92	1.32	\$68,336.73	1.36	\$70,407.54	1.40	\$72,478.35	1.44	\$74,549.16	
9	1.32	\$68,336.73	1.36	\$70,407.54	1.40	\$72,478.35	1.44	\$74,549.16	1.48	\$76,619.97	
10	1.36	\$70,407.54	1.40	\$72,478.35	1.44	\$74,549.16	1.48	\$76,619.97	1.52	\$78,690.78	
11	1.40	\$72,478.35	1.44	\$74,549.16	1.48	\$76,619.97	1.52	\$78,690.78	1.56	\$80,761.59	
12			1.48	\$76,619.97	1.52	\$78,690.78	1.56	\$80,761.59	1.60	\$82,832.40	
13			1.52	\$78,690.78	1.56	\$80,761.59	1.60	\$82,832.40	1.64	\$84,903.21	
14					1.60	\$82,832.40	1.64	\$84,903.21	1.68	\$86,974.02	
15					1.64	\$84,903.21	1.68	\$86,974.02	1.72	\$89,044.83	
16					1.68	\$86,974.02	1.72	\$89,044.83	1.76	\$91,115.64	
17					1.72	\$89,044.83	1.76	\$91,115.64	1.80	\$93,186.45	
18					1.76	\$91,115.64	1.80	\$93,186.45	1.84	\$95,257.26	
19					1.80	\$93,186.45	1.84	\$95,257.26	1.88	\$97,328.07	
20							1.88	\$97,328.07	1.92	\$99,398.88	
21									1.96	\$101,469.69	
22									2.015	\$104,317.05	

**APPENDIX A-3  
ADDISON CENTRAL SCHOOL DISTRICT**

Base	\$ 53,323	1.03		2026 - 2027							
Step	Index	BA	Index	BA+15	Index	BA +30/MA	Index	MA+15	Index	MA+30	
	1.00	\$53,323.10	1.04	\$55,456.02	1.08	\$57,588.95	1.12	\$59,721.87	1.16	\$61,854.80	
	1.04	\$55,456.02	1.08	\$57,588.95	1.12	\$59,721.87	1.16	\$61,854.80	1.20	\$63,987.72	
	1.08	\$57,588.95	1.12	\$59,721.87	1.16	\$61,854.80	1.20	\$63,987.72	1.24	\$66,120.64	
	1.12	\$59,721.87	1.16	\$61,854.80	1.20	\$63,987.72	1.24	\$66,120.64	1.28	\$68,253.57	
	1.16	\$61,854.80	1.20	\$63,987.72	1.24	\$66,120.64	1.28	\$68,253.57	1.32	\$70,386.49	
	1.20	\$63,987.72	1.24	\$66,120.64	1.28	\$68,253.57	1.32	\$70,386.49	1.36	\$72,519.42	
	1.24	\$66,120.64	1.28	\$68,253.57	1.32	\$70,386.49	1.36	\$72,519.42	1.40	\$74,652.34	
	1.28	\$68,253.57	1.32	\$70,386.49	1.36	\$72,519.42	1.40	\$74,652.34	1.44	\$76,785.26	
	1.32	\$70,386.49	1.36	\$72,519.42	1.40	\$74,652.34	1.44	\$76,785.26	1.48	\$78,918.19	
0	1.36	\$72,519.42	1.40	\$74,652.34	1.44	\$76,785.26	1.48	\$78,918.19	1.52	\$81,051.11	
1	1.40	\$74,652.34	1.44	\$76,785.26	1.48	\$78,918.19	1.52	\$81,051.11	1.56	\$83,184.04	
2			1.48	\$78,918.19	1.52	\$81,051.11	1.56	\$83,184.04	1.60	\$85,316.96	
3			1.52	\$81,051.11	1.56	\$83,184.04	1.60	\$85,316.96	1.64	\$87,449.88	
4					1.60	\$85,316.96	1.64	\$87,449.88	1.68	\$89,582.81	
5					1.64	\$87,449.88	1.68	\$89,582.81	1.72	\$91,715.73	
6					1.68	\$89,582.81	1.72	\$91,715.73	1.76	\$93,848.66	
7					1.72	\$91,715.73	1.76	\$93,848.66	1.80	\$95,981.58	
8					1.76	\$93,848.66	1.80	\$95,981.58	1.84	\$98,114.50	
9					1.80	\$95,981.58	1.84	\$98,114.50	1.88	\$100,247.43	
0							1.88	\$100,247.43	1.92	\$102,380.35	
1									1.96	\$104,513.28	
2									2.015	\$107,446.05	

**APPENDIX B**  
**Co-Curricular Salary Schedule**  
**2024-2027**

Salaries' indices appear below and are referenced from the same year's BA step one in the salary schedule.

**Base Salaries**  
**2024-2025 \$49,305**  
**2025-2026 \$51,770**  
**2026-2027 \$53,323**

Step	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1	.035	.045	.060	.080	.090	.105
2	.040	.050	.065	.085	.095	.110
3	.045	.055	.070	.090	.100	.115
4	.050	.060	.075	.095	.105	.120
5	.055	.065	.080	.100	.110	.125
6	.060	.070	.085	.105	.115	.130

**APPENDIX C**  
**Co-Curricular Position Categories**

Fall Activities – Category	Winter Activities – Category	Spring Activities – Category	Yearly Activities -
Head Football	6 Varsity Boys' Basketball	6 Varsity Baseball	4 Band Director
Asst. Varsity Football (3)	4 Asst. Varsity Boys' Basketball	2 Asst. Varsity Baseball	1 Arts Club
JV & Freshmen Football (4)	3 JV Boys' Basketball	3 JV Baseball	2 Stage Manager
Varsity Boys' Soccer	4 Varsity Girls' Basketball	6 Varsity Softball	4 Fall Drama Director
Asst. Varsity Boys' Soccer	1 Asst. Varsity Girls' Basketball	2 Asst. Varsity Softball	1 Fall Play Music Director
JV Boys' Soccer	2 JV Girls' Basketball	3 JV Softball	2 Fall Play Vocal Director
Varsity Girls' Soccer	4 Varsity Boys' Ice Hockey	6 Varsity Boys' Lacrosse	4 National Honor Society
Asst. Varsity Girls' Soccer	1 Asst. Varsity Boys' Ice Hockey	2 Asst. Varsity Boys' Lacrosse	1 S.C.O.H.R.
JV Girls' Soccer	2 Varsity Girls' Ice Hockey	6 JV Boys' Lacrosse	2 Scholars Bowl
Varsity Field Hockey	4 Asst. Varsity Girls' Ice Hockey	2 Varsity Girls' Lacrosse	4 SAGA
Asst. Varsity Field Hockey	1 Varsity Nordic Ski	5 Asst. Varsity Girls' Lacrosse	1 Student Council (2)
JV Field Hockey (1)	2 Varsity Wrestling	4 JV Girls' Lacrosse	2 Choral Director
Varsity Cross Country	4 Asst. Wrestling	2 Varsity Track	3 Senior Play
Asst. Cross Country	1 Head Gymnastics	5 Asst. Varsity Track (2)	2 Prom Advisor
Night Activities Manager	5 Asst. Gymnastics	3 Varsity Boys' Tennis	4 Foods Coordinator
Fall Weight Room Supvr.	3 Dance Team	4 Varsity Girls' Tennis	4 Project Graduation Coord.
MS Cross-Country	1 Asst. Dance Team	1 Boys' & Girls' Golf	2 Rowing Club
MS Field Hockey (2)	2 JV Dance Team	3 Night Activities Manager	5 MS Drama Director
MS Boys' Soccer (2)	2 Night Activities Manager	6 Spring Weight Room Supvr.	3 MS Asst. Drama Director
MS Girls Soccer (2)	2 Winter Weight Room Supvr.	3 Ultimate Frisbee	1 MS Geo Bee
	MS Boys' Basketball (2)	2 Unified Basketball	1 MS Student Council
	MS Girls' Basketball (2)	2 MS Baseball (2)	2 MS Memory Book
	MS Intramural Basketball	2 MS Softball (2)	2 MS Choral Director
	MS Gymnastics	2 MS Boys' Lacrosse (2)	2 MS Creative Writing Club
	MS Asst. Gymnastics	2 MS Girls' Lacrosse (2)	2 MS Art Club
	MS Wrestling	2 MS Track	1 MS Math Counts
	MS Winter Running	1	MS Composting Club
			MS Band Director
			MS Drama Band Director

**APPENDIX D  
Grievance Report**

**Name of Grievant**

**Date Filed**

**Grievance No.**

Distribution of Report: Board of Directors, Superintendent, Principal, Immediate Supervisor, Association and Teacher

**STEP I**

A. Date Cause of Grievance Occurred

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B. Statement of Grievance

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C. Relief Sought

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Signature

Date

D. Disposition by Immediate Supervisor

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Signature Immediate Supervisor

Date



E. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
Signature Date

**STEP II**

A. Date Received by Principal \_\_\_\_\_

B. Disposition of Principal \_\_\_\_\_  
Signature of Principal Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
Signature Date

**STEP III**

A. Date Received by Superintendent \_\_\_\_\_

B. Disposition of Superintendent \_\_\_\_\_  
\_\_\_\_\_  
Signature of Superintendent Date

**STEP IV**

A. Date Received by Board of Directors \_\_\_\_\_

B. Disposition of Board of Directors \_\_\_\_\_  
\_\_\_\_\_  
Signature of Chair, Board of Directors Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
Signature Date

**STEP V**

A. Date Received by Association President \_\_\_\_\_  
B. Disposition of Association Membership \_\_\_\_\_  
\_\_\_\_\_  
Signature of Association President Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
Signature Date

A. Date Received by Association and Board Panel \_\_\_\_\_  
B. Disposition of Association and Board Panel \_\_\_\_\_  
\_\_\_\_\_  
Signature for Association Date  
\_\_\_\_\_  
Signature for Board Date

**STEP VII**

A. Date Submitted to Arbitration \_\_\_\_\_  
B. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
Signature of Arbitrator Date

## APPENDIX E

### Nation Teacher Certification or Equivalent

#### Proposal Pre-Approval Review Criteria

1. The proposed activity must be in the best interest of the school. Please write a statement about the relevance to best educational practices and to current initiatives in your school.
2. The proposal must involve training that is of at least 100 hours. The teacher will maintain a log documenting the time and will present it to the Superintendent upon completion of the professional development opportunity. The Superintendent will share the completed packet with the ACSD Program Committee who will, in turn, make a recommendation to the Board.
3. The criteria for academic rigor are as follows:

**\* Reflective Practice:** The professional challenges of teachers in an evolving field require a continual search for improvement. Teachers strive to strengthen and expand their knowledge base and to stay current with new techniques, technologies, literature, and materials. They reflect on how well they attain and fulfill the practices of the profession. By developing the habit of reflective self-assessment, accomplished teachers constantly challenge and reinvigorate themselves and take responsibility for their own professional growth and development.

**\* Professional Development:** Accomplished teachers have a passion for individual growth, a lifelong commitment to learning and to improving their knowledge and skills, and an ability to instill these qualities in others. With an eye toward the future, teachers realize that changes in practice are often a necessary result of professional growth.

**\* Leadership, Advocacy, and Community Partnerships:** Accomplished teachers advocate within and beyond the confines of the school, strengthening their programs by taking on the responsibilities of professional leadership. In fulfilling their leadership responsibilities, accomplished teachers focus on the connections among their specific discipline, the school curriculum, trends in education and industry, and the greater community. They seek initiatives designed to build family and community partnerships and collaboration in the school, and increase student achievement.

Describe, in writing, the ways your proposed activity addressed the three indicators of academic rigor described above.

The review committee will meet with you to hear your proposal, and it will decide if it adequately addresses the indicators of time, academic rigor, and is in the best interest of the school. If your proposal does satisfy these three criteria, the review will recommend pre-approval to the Board. The Board (or a subcommittee of the Board) will review the documentation for #2 and #3 upon completion of the pre-approved activity, and will make a recommendation to the Board whose decision will be final.

