COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HARWOOD UNIFIED UNION SCHOOL DISTRICT

and the

HARWOOD UNIFIED EDUCATION ASSOCIATION

JULY 1, 2024 – JUNE 30, 2027

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ACKNOWLEDGEMENT OF ARBITRATION

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

GENERAL DEFINITIONS

Association: The Harwood Unified Education Association and the Vermont-NEA/NEA, or either as the case requires.

Board: The corporate governing body of the school district that is a signatory to this collective bargaining unit.

Building Administrator: A person employed by the Board, the majority of whose time is assigned to administrative, managerial, or supervisory duties, and who is employed at the building level as a principal or assistant principal.

Consultation: The act of two parties engaging in discussion prior to a decision being made to allow input from both parties to be taken into consideration.

Days: Unless otherwise stated, days shall mean calendar days.

District: The term "District" shall mean the Harwood Unified Union School District.

Instructional Day: This is the period when students are required to be in attendance at school.

Malicious Intent: Willful or intentional action to cause harm without legal justification.

Negotiations: The process of meeting, conferring, consulting and discussing in good faith for the purpose of reaching an agreement as to matters of salary, related economic conditions of employment, grievance procedures, and other mutually agreed upon subjects not in conflict with the laws of the State of Vermont.

Preparation Time: Preparation time is defined as a teacher's self-directed time to prepare learning materials and class lessons, to correct or assess student work, to prepare his/her classroom, to collaborate with colleagues, to meet to discuss students or to carry out other activities that pertain to his/her daily teaching responsibilities.

Superintendent: Any person who is hired or contracted by the Harwood Unified Union Board of School Directors as Superintendent.

Teacher: Any person employed on a full or part-time basis by the Board as a licensed educator according to the statutes of the State of Vermont. Unless otherwise indicated, the employees in the above unit will be hereafter referred to as "teacher." Whenever the singular is used in this Agreement, it is to include the plural.

PREAMBLE

The prime purpose of the Harwood Unified Union School District is to provide the highest possible quality education to the children of the communities. All members of the school community share this as a mutual responsibility. Given the above, the Board of Directors of the above District and Harwood Unified Education Association, enter into this Collective Bargaining Agreement.

ARTICLE 1 – Recognition

1.1 The Board of the Harwood Unified Union School District recognizes the Harwood Unified Education Association for the purpose of collective bargaining, pursuant to Title 16, Chapter 57 of the Vermont Statutes Annotated, as the exclusive representation of a unit consisting of all teachers of the Harwood Unified Union School District, licensed by the State of Vermont, excluding administrative personnel as defined by Chapter 57 of Title 16 V.S.A.
1.2 Throughout this merged Collective Bargaining Agreement (hereinafter the "Agreement"), reference to the Board or District shall be deemed to refer to the Harwood Unified Union School District noted in §1.1 of this Agreement.

ARTICLE 2 – Board Rights

2.1 Board Rights

A. It is herein agreed, that except specifically as directly modified by the expressed language in a provision of this Agreement or otherwise mutually agreed to, in writing, between the parties, all management functions and responsibilities, including the determination of educational policy, the operation and management of the schools, and control, supervision, and direction of the staff are vested exclusively in the Board. By way of example, these rights include, but shall not be limited to, the sole discretion and authority to:
   i. Establish the curricula, methodology and standard for instruction;
   ii. Plan, direct, schedule, assign, transfer and control work assignments and duties;
   iii. Establish evaluation criteria and processes;
   iv. Establish and modify payroll schedules and methods for recording employee attendance and punctuality;
   v. Determine the means, methods, processes, materials and equipment necessary to deliver the services provided by the District;
   vi. Create, revise and eliminate positions;
   vii. To hire, transfer employees;
   viii. Discipline, suspend, discharge and not re-employ employees;
   ix. Establish, modify, implement, and enforce District policies, and personnel rules and regulations not in conflict with the terms of this Agreement.

B. The Board's exercise of any retained right or function in a particular manner shall not preclude the Board from exercising the same right or function and any other manner which does not expressly violate a specific written provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

C. It is understood that the Board may carry out its functions and responsibilities through the Superintendent and his or her staff, as well as other managers, supervisors and the Building Administrators.

ARTICLE 3 – Teacher Rights

3.1 **Teacher Rights –** The Board and the Association agree that each teacher shall have the right to or not to join, assist or participate in any teachers' organization of his/her choosing. Notwithstanding the foregoing, it is understood and agreed that no teacher will conduct or participate in activities related to teacher organizations or other non-school activities during the normal weekday unless participation in such activities does not affect the efficient conduct of school business, which shall prevail in all instances. It is further agreed that neither Association or the Board nor their agents or representatives serving in any capacity, nor any other person or organization shall interfere with, restrain, coerce, or discriminate in any way against or for any teacher engaged in activities protected by Chapter 57 of Title 16 V.S.A. with respect to salary, economic conditions of employment by reason of his/her membership or non-membership in the Association or its affiliates, nor for participation in any of the lawful activities of the Association.

ARTICLE 4 – Association Rights

4.1 The Association shall have the right to use such facilities and equipment as are normally located for teachers' use within the school, as well as school audio-visual equipment, at reasonable times and upon appropriate request to the Building Administrator, provided that such use does not interfere with the teaching of pupils or interrupt normal school operations. Any cost for repair or replacement as the result of such use of the equipment, or any use of materials beyond a reasonable amount as determined by the Building Administrator, will be borne by the Association.

4.2 Duly authorized representatives of the Association shall be permitted to transact official business on school property at reasonable times, provided that this shall not interfere with assigned duties, or interrupt normal school operations.

4.3 The Association shall have the right to use the teachers' workroom/lounge for the posting of notices of its activities and matters of Association concern, provided that no matter be placed in the workroom/lounge which is in any manner confidential, is derogatory to any school personnel or to the Board or detrimental to the best interests of the district. The Association may use the teachers' mailboxes for communications to teachers, provided that the above mentioned safeguards are followed. Subject to District rules and guidelines, the Association may use the District's network for e-mail communications and internet service.

ARTICLE 5 – Procedures for Negotiations of a Successor Agreement

5.1 **Notification** — The Association or the Board will notify the other party in writing of its intent to negotiate a successor agreement no later than October 1 but not before July 1 of the contract year preceding the date of expiration of this Agreement. Said notice will be sent to the Superintendent of Schools or the President of the Association as the designated agent of the respective party.

5.2 **Schedule** — A mutually agreeable schedule and meeting place for the first bargaining session will be decided upon within thirty (30) calendar days after the above-referenced notification. Procedures for negotiations and for the resolution of impasse shall be as defined in 16 V.S.A., Chapter 57, Subchapter 3, which is hereby adopted and incorporated into this Agreement by reference.

5.3 **Mediator/Factfinder** — The costs for the services of a mediator and/or fact finder, including per diem expenses and his/her actual travel and subsistence expenses will be shared equally by the Board and the Association.

ARTICLE 6 – Grievance Procedures

6.1 **Purpose** — The purpose of this procedure is to secure, at the building administrative level, equitable solutions to grievances that may arise. Both parties agree that these procedures will be kept as Informal and confidential as may be appropriate at any level of the procedure.

6.2 **Definitions**

A. **Grievance**— A grievance is any claim by a teacher(s) or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.

B. **Grievant**— A grievant is the teacher(s) or the Association claiming the grievance.

C. **Days**— All time limits consist of calendar days.

6.3 **Informal Resolution of Grievances** — Nothing contained within this grievance procedure shall be construed as limiting the right of any teacher or of the Association to discuss a grievable matter informally before filing a formal grievance, and of having the grievance adjusted through informal discussion. Any agreement reached as a result of informal discussion shall be consistent with the terms of this Agreement.

6.4 **Sharing Information** — The grievant(s), Administration, and the Board agree to cooperate in the investigation of any grievance, and to furnish one another with any information that is pertinent to the processing of a grievance.

6.5 **Association Participation —** The Board acknowledges the right of the Association's grievance representative(s) to participate in the processing of a grievance at any level. A teacher has the right to have an Association representative present at any grievance discussion.

6.6 **Class Grievances —** Class grievances may be filed by the Association on behalf of teachers.

6.7 **Procedures —**

Time Limits — The number of days indicated at each level shall be considered maximums, and every effort should be made to expedite this process. A grievance shall be filed by the grievant(s) within thirty (30) days following the date at which the grievant(s) became aware of the occurrence that gave rise to the grievance.

The formal filing of a grievance will be in accordance with the following procedure, except as noted under the Abbreviated Grievance Procedure below. A written grievance shall contain a short, plain statement of the facts at issue, shall identify the section(s) of the Agreement alleged to have been violated, and shall identify the remedy sought. All written communications required under this Article shall be in a non-electronic format, i.e., hard copy.

Step 1 — The grievant shall forward a written copy of the grievance to the Building Administrator setting forth the specific problem being grieved and stating the remedy sought. The Building Administrator will arrange for a meeting within seven (7) days after receipt of the grievance and will issue a decision in writing within ten (10) days of the conclusion of the meeting. The decision shall contain the reasons upon which the decision was based.

Note: Upon mutual agreement between the grievant(s) and the Building Administrator, Step 1 of the grievance procedures may be bypassed and the grievance brought directly to Step 2.

Step 2 — If the grievance is not resolved at Step 1, the grievant may, within ten (10) days after receipt of the Building Administrator's decision, forward a written copy of the grievance to the Superintendent, setting forth the specific problem being grieved and stating the remedy sought. The Superintendent will arrange for a meeting within ten (10) days after receipt of the grievance. The Superintendent will issue a decision in writing within ten (10) days of the conclusion of the meeting. This decision will include the reasons upon which the decision was based.

Step 3 — If the grievance is not resolved at Step 1 or 2, the grievant may, within ten (10) days after receipt of the Superintendent's decision, forward a written copy of the grievance to the Board indicating the reason(s) for dissatisfaction with the decision of the Superintendent and stating the remedy sought. The Board shall meet within twenty (20) days after receipt of the grievance. The Board shall issue a written decision within ten (10) days after the conclusion of the Step 3 meeting. The Board's decision shall include the reasons upon which the decision was based. The Step 3 meeting shall be conducted in executive session if requested by either the Board or the grievant(s).

For grievances involving non-renewals, suspensions, or dismissals as outlined in 16 V.S.A., Chapter 53, Section 1752, the reference to whether the meeting shall be open or closed shall be governed by the statutory language in Section 1752(b).

Step 4 — If the grievance is not resolved at Step 3 or the time limits expire without the issuance of the Board's written answer, the parties may elect to submit the grievance to mediation. The mediator shall be chosen by the parties; if the parties are unable to agree on a mediator, they shall utilize the services of the Federal Mediation and Conciliation Services (FMCS). The decision to submit a grievance to mediation is strictly optional and must be agreeable to both parties. Any cost for mediation will be shared equally between the parties.

Step 5 —If the Board and the grievant(s) do not submit a grievance to mediation or are unable to reach a mediated resolution at Step 4, the Association may submit the grievance to final and binding arbitration. A written request for arbitration must be filed with the Superintendent's office within forty-five (45) days following receipt of the Board's decision at Step 3 or, if mediation is pursued, within forty-five (45) days after the conclusion of the unsuccessful mediation process; otherwise, the grievance is considered withdrawn.

The person of the arbitrator shall be determined by mutual agreement between the Board or its designated representative, and the Association. Should the parties be unable to agree upon the person of an arbitrator within forty-five (45) days of the demand for arbitration, then the grievance shall be submitted to the American Arbitration Association ("AAA") for selection of the arbitrator in accordance with its rules. If the grievance is not submitted to the AAA within forty-five (45) days of the date of the demand for arbitration, the grievance shall be considered to be withdrawn with prejudice. Each party shall bear the full costs for its representation in arbitration. The cost of the arbitrator and the services of the American Arbitration Association will be divided equally between the parties. Any request for transcripts of the proceedings will be paid for the party requesting it. Should both parties request a transcript, the costs will be divided equally between them.

The arbitrator shall have no power to alter the terms of this Agreement. Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party.

6.8 **Records —** All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the grievant(s).

6.9 **No Reprisal —** No party will experience any reprisals as a result of participation in the grievance procedure.

6.10 **Precedent —** A grievance may be withdrawn or settled at any level without establishing precedent.

6.11 **Abbreviated Grievance Procedure —** For reduction-in-staff grievances under Article 8 of this Agreement or for cases involving the non-renewal, suspension or termination of a teacher, a grievance shall be processed according to the following schedule:

A. The grievance must be initially filed at Step 3 within ten (10) days of the date when the grievant became aware of the action that precipitated the grievance.

B. The Board shall hear the grievance and issue its decision in writing within twenty-one (21) days of the date the grievance was received by the Board.

C. If the grievance is not resolved within fourteen (14) days from the date of receipt of the Board's Step 3 response, the Association may request arbitration in writing to the Superintendent. If a timely request for arbitration is submitted, the Superintendent and the Association shall agree upon the services of an arbitrator with or without the assistance of the American Arbitration Association. The arbitrator selected shall hear the grievance and communicate a decision to the parties as soon as it is reasonably possible to do so.

D. Except as otherwise specifically provided in this abbreviated process, all other provisions of this Agreement relating to the filing and processing of grievances shall be applicable to grievances processed under this abbreviated procedure.

ARTICLE 7 – Evaluation, Personnel Files and Complaint Procedures

7.1 **Evaluation**

A. The purpose of teacher evaluation is to provide feedback and assistance to a teacher to improve his/her effectiveness in the classroom and to identify successful educational practices. All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. The use of surveillance devices is strictly prohibited. The parties agree that a formal evaluation document should present an accurate portrayal of a teacher's total job performance; i.e. strengths and areas in need of improvement.

B. Teachers will be given copies of any class evaluation reports resulting from any class visit for evaluation purposes prepared by their supervisors, within ten (10) school days of the date of the class visit and will, at their option, be entitled to conferences to discuss said reports within seven (7) school days after receipt of the copy of the evaluation report. The period for discussing evaluation reports may be extended by mutual agreement. No such report will be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher if a conference is requested within four (4) school days, or such other period of time reached by mutual agreement.

C. No teacher will be required to sign a blank or incomplete evaluation form.

7.2 **Personnel Files**

A. Teachers will have the right, upon request, to review the contents of their personnel file and to make copies of any documents contained therein. A teacher will be entitled to have a representative of the Association accompany him/her during such a review. At least once every year, a teacher will have the right to indicate those documents and/or materials in his/her file that he/she believes for any reason to be inappropriate for retention. Said documents will be reviewed by the Superintendent in consultation with the Building Administrator. If the Superintendent agrees, in his/her sole discretion, the documents will be removed from the personnel file and destroyed.

B. The Board shall maintain only one personnel file per employee, and said file will be stored at the central office of the school district. The Board agrees to protect the confidentiality of the contents of a teacher's personnel file, and it will not establish separate confidential files. It is agreed that the Building Administrator of each school may maintain a working file; however, any document within that working file which does not become part of a teacher's official personnel file within one year of the date it was written shall be destroyed.

   Each teacher's personnel file shall have a cover sheet attached to it. The sheet will be formatted to provide for the recording of the following information: the name and title of each person granted access to said file, the signature and date of each inspection of the file by a properly authorized person, and the purpose of each individual inspection.

C. The personnel file shall be maintained by the Superintendent and shall contain but not be limited to the following:
   i. Placement data gathered during the hiring process.
   ii. Copies of the teacher's individual employment contracts.
   iii. Certification information.
   iv. Transcripts and other education records.
   v. Formal evaluations.
   vi. Performance issues, complaints and related issues.

D. Material derogatory to a teacher's conduct, services, character, or personality will not be placed in his or her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he or she has had a chance to review such material by affixing his or her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents. The teacher also has the right to submit a written answer to the material within thirty (30) days of receipt of the document(s); his or her answer will be reviewed by the Superintendent, or his/her designee, and attached to the file copy.

7.3 **Complaint Procedures**

A. Any complaint regarding a teacher made to any member of the Administration by a parent, student, staff member of the school or other person that could be used in any manner to evaluate a teacher or could become the basis of disciplinary action will be promptly investigated and called to the attention of the teacher. If a complaint is reduced to writing, the teacher shall be given a written copy of it, as well as a copy of any other documents related to the complaint. The teacher will be given an opportunity to respond to and/or rebut such a complaint prior to a letter of reprimand being issued.

B. Whenever a teacher is requested to meet with an administrator concerning a complaint or a matter that could result in disciplinary action, he/she will be entitled to have a representative of the Association present.

C. Whenever any teacher is required to appear before the Superintendent, the Board, or any committee or member thereof with respect to a written complaint or formal charge concerning his/her competency or his/her position of employment, he/she shall be entitled to have a representative of the Association or its affiliate present to advise and represent him/her during such appearance.

D. No teacher will be suspended, terminated, reprimanded, disciplined, reduced in compensation or otherwise deprived of any professional advantage related to the terms and conditions of employment without just cause; and in all such cases, he/she shall be entitled to have a representative of the Association present. Any suspension of a teacher pending final Board action will be with pay.

E. The procedure for suspending teachers shall be in accordance with Title 16 V.S.A., Chapter 53, Section 1752. The foregoing shall in no way limit the authority of the Superintendent to recommend dismissal under State Law, nor the authority of the Board to dismiss teachers as provided for in this Agreement.

ARTICLE 8 – Reduction in Force

8.1 The Board agrees that any reduction of teachers covered by this Agreement will not be made arbitrarily, capriciously, or without basis in fact, or without just cause. Decisions will be made after consultation with the Association to discuss potential impacts of reduction of teachers on programming. Consultation must occur at a minimum of two weeks prior to the subject announcement. The Board may issue a reduction in force (RIF) where there is a loss of funding, a drop in student enrollment, or when it believes there are educationally viable reasons to do so. The Board will provide a written rationale regarding the reasons for a reduction in force.

8.2 **Association Notification —** In the event that a reduction in force is deemed necessary by the Board, the Association shall be notified of any proposed staff reduction as early as possible, but in no event later than March 15. The Board will provide, at the request of the Association, an opportunity to meet with the Board and discuss the need for a reduction in staff. The request to meet must be made by the Association within ten (10) school days following receipt of notice of the contemplated RIF action from the Board. If a timely request to meet is made, the opportunity to meet will be provided prior to any final decision by the Board on staff reduction. Such notification will be in writing and will include the specific positions under consideration.

8.3 **Teacher Notification —** Any teacher who is to be laid off will be notified in writing no later than April 1. Such notification will include the effective date of layoff. Layoff of a teacher will only be issued after a meeting between the teacher involved and the Building Administrator, at which time the teacher will be notified in writing of the reason(s) for the layoff. The teacher may, at his or her option, have a representative of the Association present at such meeting.

8.4 **Attrition, Turnover, Transfer —** No teacher will be laid off under the provisions of this Article if the reduction can be accomplished through staff turnover, attrition, transfer or reassignment within the building or within the District. The Building Administrator(s), in consultation with the teachers involved, shall make reassignments within or between grade levels or the areas to be reduced according to the teacher's licensure and qualification by education or experience.

8.5 **Reduction in Force Criteria —** The criteria for the selection of teachers to be laid off in the event of a reduction in force will be seniority within any licensure and/or endorsement under which they have been employed within the District, as computed in 8.6.

8.6 **Seniority Computation —** For purposes of this Article, seniority for all currently employed and newly employed teachers will be computed by licensure and/or endorsement from a teacher's most recent date of hire for continuous employment in the District (including any prior credited experience with the Harwood,

Duxbury and Waterbury School Districts as a result of the Waterbury-Duxbury merger; and any prior credited experience with any of the member school Districts for teachers employed by Washington West Supervisory Union). Teachers who are, or have been, employed in the District under more than one licensure and/or endorsement will have their seniority based on original date of hire (for continuous employment), provided said licensures and/or endorsements have been maintained continuously throughout the entire period since date of hire for that licensure and/or endorsement. Seniority accrues as of the date he or she signed his or her contract. In the event of a tie, the date of a contract signed by a teacher shall apply.

Seniority will be retained for a period of two years from the effective date of a layoff. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside of the negotiating unit, but such time will not be counted in computing seniority except as outlined in 15.11.G. Part-time teachers shall accrue seniority on a pro rata basis.

8.7 Seniority will be established annually as of October 10, at which time the Superintendent will provide the Association with a list showing the seniority of each teacher by licensure/endorsement under which they have been employed in the District according to Section 8.6 and will, thereafter, promptly notify the Association of any changes in said list. The Association, by its president, shall after examination of such list or notice of change, sign the Superintendent's copy indicating concurrence.

8.8 **Recall Rights —** Laid-off teachers will be recalled to vacancies in seniority order as defined above in this Article. A laid-off teacher shall have job recall rights for two (2) years following the effective day of layoff, which is July 1, and if recalled, shall retain all benefits, including seniority, accrued at the time of layoff. A teacher may refuse any recall offer without penalty and shall remain eligible for the remainder of his/her two (2) year recall period unless he/she:

A. waives his/her recall rights in writing;

B. resigns;

C. fails to accept recall to the position offered by the Board[1]; or

D. fails to report to work in a position he/she has accepted within thirty (30) days from when the offer is made.

If a teacher has secured employment elsewhere, he/she will be allowed a reasonable amount of additional time, not to exceed five (5) days before being required to report to work.

8.9. **Recall Notice —** Notices of recall shall be sent by the Board certified mail/return receipt requested to the last address given to the Board by the teacher and a copy of the recall notice will also be given to the President of the Association. If a teacher fails to respond within fifteen (15) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offer and waives recall rights under this Agreement.

8.10 **Health Insurance Coverage —** A teacher who has been laid off pursuant to this Article will be allowed to continue in the District health insurance plan, subject to the same conditions of payment which would apply were the teacher actively employed by the District, for a period no longer than three (3) months, after which time the teacher may continue insurance subject to the provisions of COBRA. However, should the teacher accept employment with any other employer who has available a medical insurance plan in which the teacher is eligible to participate, eligibility for continuance in the District health insurance plan will immediately cease, regardless of the comparable level of benefits of the two plans.

[1] See recall rights side letter between the Harwood Unified Education Association and the Harwood Unified Union School Board dated October 2024.

8.11 All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to the teacher upon return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to experience, education and applicable contract provisions. A teacher will not receive increment credit for the time spent on layoff.

8.12 Any grievance arising under the provisions of this Article 8 shall be processed according to the Abbreviated Grievance Procedure of this Agreement set forth in section 6.11 above.

8.13 **Reassignment of Instruction** – In the event the Board reduces or eliminates teaching positions, it shall not assign the instructional duties from these positions to other teachers unless these teachers are properly licensed or endorsed to perform those instructional duties.

ARTICLE 9 – Employment of Teachers, Work Year, Part-time Teachers

9.1 **School Calendar —** The Association may appoint a committee not to exceed three (3) teachers to provide input to the Superintendent regarding development of the school calendar. Input may be provided in written or oral form. If a meeting is desired, the Association will advise the Superintendent not later than November 1 of the preceding school year so that the meeting may be scheduled in a timely manner.

The Association may appoint an In-Service Committee to provide input to the Superintendent regarding appropriate in-service content. Input may be provided in written or oral form. If a meeting is desired, the Association will advise the Superintendent not later than December 1 of the preceding school year.
Pre-service days (teacher in-service work days scheduled before the first day of school) will be determined by June 1.

9.2 **Annual Work Year —** The Board may, at its sole discretion, reduce the number of pupil attendance days and assign these days as additional Board Discretion days in the annual calendar for teachers.

A. The teacher work year shall not start more than seven (7) days before the first pupil attendance day of the school year, and may not extend later than seven (7) days after the last pupil attendance day of the school year.

B. For the duration of this contract, the annual calendar for teachers shall provide for up to 188 working days, at least 175 days of which shall be pupil attendance days. All remaining shall be scheduled as Board Discretion days, with no more than two (2) assigned as Parent Conference days. Teachers without responsibilities for conferences will have other duties or training assigned by the Building Administrator on days designated as Parent Conference Days. Teachers whose conferences extend beyond the 7 ¾ hours allotted for each conference day will be paid at their per diem rate.

C. The annual calendar for high school counselors shall provide for up to 198 working days, at least 175 of which shall be pupil attendance days. The additional ten working days for counselors beyond 188 days shall be paid at the per diem rate of the school counselor.

D. New teachers to the district shall attend two (2) additional inservice days for orientation in August, for a total of up to 190 working days. These days shall be paid at each teacher's per diem rate.

9.3 **Extended Work Year —** Teachers who choose to perform work requested by the Building Administrator shall be compensated $50 for the 2024-2025 school year, $52.50 for the 2025-2026 school year, and $55 for the 2026-2027 school year, or their individual hourly per diem rate for that year, whichever is higher, for work that extends his/her number of contracted days unless the teacher is notified in advance that there shall be a

stipend rate for voluntary extra work. A teacher may request an extended work year and upon approval by the Building Administrator will provide the Building Administrator with a written proposal explaining the nature and scope of the work and its approximate cost. The terms of a teacher's extended work year, as approved by the Building Administrator, including but not necessarily limited to the nature and scope of the work, its approved cost and schedule of payments to the teacher, shall be reduced to writing and signed by the teacher and the Building Administrator. Final approval by the Superintendent is required. Proposals must cover educational practices, activities, curricula, Action Plan, or other facets of the school's mission. All proposals must be approved in writing by the Building Administrator and Superintendent.

9.4 **Part-Time Teachers —** Teachers shall be offered employment contracts calculated upon the teacher's full-time equivalency (F.T.E.). Part-time teachers shall be notified of the specific days of the week and time frame by June 30 of each contract year. Part-time teachers will work a prorated year. His/her total number of days worked will include a pro-rated number of pupil attendance days and a prorated number of non-pupil attendance days. Part-time teachers will work the scheduled pupil attendance days. If a part-time teacher works longer than his/her contracted work year, s/he will be compensated additionally on a per diem rate (e.g. 1/number-of-contracted-days) of their total yearly salary for each additional day worked. If a part-time teacher works fewer days than his/her contracted work year, his/her compensation will be reduced on a per diem rate (e.g. 1/number-of-contracted-days) of their total yearly salary for each day not worked.

All salaries, benefits, duties and preparation time for part-time teachers will be prorated based on his or her full-time equivalency (FTE) status, unless specified differently elsewhere in this Agreement. Part-time teachers are expected to fulfill their contracted workdays; however, due to holidays, unexpected school cancellations, scheduling conflicts or other events, this is not always possible. If it is not possible for a teacher to fulfill his/her contracted work days by the end of the school year, by June 1 the teacher may elect to:

A. submit a plan for approval to the Building Administrator to fulfill his/her obligation no later than June 30; or,
B. have his/her pay adjusted to reflect the number of days actually worked.

9.5. **Department Head/Leadership Team/Committee Work** — As of July 1, 2024, the Department Head structure at Harwood shall be increased from 8 up to a maximum of 9 departments in accordance with the information listed in section D below. Department Heads will be compensated accordingly.

A. A department head with 7-9 or more teachers within that department shall be compensated $5,000 for the school year.

B. A department head with 4-6 or fewer teachers within that department shall be compensated $3,000 for the school year.

C. Each school year, a minimum of 2 professional days will be provided to each department head for the purpose of meeting department responsibilities. Additional days may be granted at the discretion of the administration.

D. Director of School Counseling will be compensated per diem dollars as an additional stipend annually based on the number of additional days worked. If the position of Director of School Counseling is not filled, a 9th department head may be appointed and shall be filled by a school counselor in accordance with the terms in this article.

E. District-wide, Leadership Team members, other position leaders, and other committee work occurring outside of normal contractual duties shall be compensated at the hourly rate of $50 for the 2024-2025 school year, $52.50 for the 2025-2026 school year, and $55 for the 2026-2027 school year, or their

individual hourly per diem rate for that year, whichever is higher. The District will communicate the maximum number of hours of each team each year.

F. Team leaders (grades 7-9) will be compensated $1,400 per year.

ARTICLE 10 – Contract Renewal, Probationary Teachers, Non-Renewable Contracts

10.1 **Contract Issuance**

A. The Board shall offer a contract of employment to a teacher annually on or before April 1st and shall be signed and returned by each teacher no later than April 20 of the same year. Any teacher who does not return a signed contract by the due date shall be considered not returning to the district, and the Board may take immediate steps to fill the position, unless the Board has granted, upon written request of the teacher, an extension of the time to return the contract. An initial contract extension requested by a teacher may be granted by the Building Administrator for up to two weeks. Further extensions must be requested in writing to the Superintendent.

B. When the Board intends to not renew a teacher's contract for just cause (other than a reduction in force), notification will be given before April 1. Notice of intent not to renew a contract for "just cause" shall be in writing, and shall be delivered by registered or certified mail, and shall include a statement of the reason(s) why the teacher is not to be re-employed.

C. If negotiations have not been completed and a contract ratified by both the Board and the Association by April 1, the Board shall forward to each teacher whom the Board intends to employ a letter of intent which shall be signed by the teacher and returned to the Superintendent by April 20. Such a letter shall commit the Board to employ the teacher subject to the terms of the agreement negotiated and the teacher to accept such employment under the provisions of the agreement.

10.2 **Probationary Teachers** — Notwithstanding the provisions of Article 7 or any provision of this Agreement to the contrary during a teachers first two (2) years of employment by the Board, the teacher shall work under probationary teacher contracts. During this period of probation, a Board's decision to suspend, terminate or non-renew the teacher's contract will not be subject to the grievance/arbitration provisions of this Agreement. A probationary teacher will receive a minimum of two (2) classroom observations per year that will be included in the final evaluation of the year. One (1) of the observations shall occur by December 1st of each of the first two (2) years. Written evaluations and observations of a probationary teacher shall not be subject to the grievance/arbitration provisions of this Agreement.

10.3 **Non-Renewable Contracts**

A. A teacher hired to replace a teacher who is on a leave of absence, or a teacher who is hired after June 30, shall receive a non-renewable teaching contract for a period of one (1) year or less which expressly eliminates the teacher's right of contract renewal and layoff, recall and any preferential treatment for any open positions within the District to a teacher who:

   i. replaces a teacher who is granted a leave of absence by the Board, or
   ii. replaces a teacher who has resigned or is terminated during a school year.

B. Teachers receiving said nonrenewable teaching contract shall have all the rights and benefits provided by this Agreement except that the non-renewal of said teacher shall not be subject to the provisions of Article 8 of this Agreement.

C. A teacher hired to replace a teacher on military leave will be employed for a period of such leave only

and is subject to termination with 30 (thirty) days' notice upon return of the teacher on military leave.

D. Notwithstanding any other provisions of this contract, a teacher hired to fill a position created by a leave of absence under the provisions of Article 15.7 (Extended Leave of Absence) or Article 15.11 (Maternity and Parental Leave), shall be under contract solely for the duration of the leave of absence specified for the teacher that he/she is replacing, and shall not have any right of renewal or recall.

E. If a teacher issued a non-renewable contract is hired as a continuing teacher and receives a continuing renewable contract in subsequent years, the teacher will be credited with the time served under the non-renewable contract(s) and for the purposes of seniority, the time served on such a contract will not count towards the teacher's probationary period.

ARTICLE 11 – Work Day, Preparation Time and Duties

11.1 All teachers may be assigned appropriate starting and dismissal times provided that the work week will be no longer than 38 3/4 hours, giving an average work day of seven and three-fourths (7 3/4) hours. Hours worked on a particular day will be consecutive hours except by mutual agreement. Teacher FTE's hired as of June 30, 2012 will not have their schedule changed from a daily to weekly basis except by mutual agreement.

11.2 The Association and their members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student and that this responsibility carries beyond the student's normal school day, such as attending necessary student-related functions and meetings.

11.3 Teachers will have a duty-free lunch period that is equivalent in duration to the lunch period accorded students. Duty-free means that the Administration shall not assign duties during this time. Lunches are also meeting-free unless by mutual agreement.

11.4 Teachers of grades PK-6 students shall help facilitate the departure of students from their classrooms to school buses at the end of the school day, in accordance with the practice in each school.

11.5 At the request of the Building Administrator, teachers will attend no more than one (1) after-school, non-student-related meeting weekly, inclusive of faculty meetings. The duration of this meeting shall average approximately one (1) hour per week. After-school meetings will be held as soon as feasible after students are dismissed. An additional meeting may be called if an emergency situation or critical matter arises that, in the opinion of the Building Administrator, demands the attention of the faculty prior to the next regularly scheduled after-school meeting. In addition to meetings scheduled during the normal work day, teachers are responsible for attending scheduled student-related meetings directly before or after school. If a meeting must happen outside of contractual hours, the teacher will be compensated at their per diem rate.

11.6 Teachers may use their unassigned time to participate in on-campus opportunities and activities, as long as it does not interfere with the performance of their professional responsibilities. When students are away from school for a scheduled activity and teachers who are not involved in that activity do not have students attending their assigned classes, it is expected that these teachers are accountable for professional responsibilities which may be assigned by Building Administrators provided the teacher has received his/her required minimum preparation time specified by the Agreement for that week.

11.7 **ELEMENTARY SCHOOL TEACHERS: Preparation Time and Non-Teaching Duties-** Each teacher will have at least the following amount of time per week for preparation:

Full-Day Program Preschool and Kindergarten: Four (4) hours per week

Grades 1-6: Four (4) hours per week

While preparation time is prorated by FTE, a good faith effort for a minimum of one period of 30 continuous minutes per day is accorded to each professional, regardless of FTE. Said preparation time will be scheduled within the students' instructional day for general classroom teachers (those teachers who provide instruction with a pre-K or K-6 general education endorsement). The Building Administrator will make a good-faith effort to schedule preparation time for specialists within the students' instructional day; however, if this is not possible due to the nature of the daily teaching schedule or student needs, preparation time for specialists may be scheduled outside of the student's instructional day.

Teachers may be assigned no more than sixty (60) minutes of non-teaching duties per week, providing said duties are not custodial in nature and in compliance with work day language provisions. Teachers with unassigned teaching time within the student instructional day, and who are being provided with their 4 hours per week of preparation time within the instructional day, may be scheduled for additional student supervisory duties beyond sixty minutes.

11.8 **CROSSETT BROOK MIDDLE SCHOOL: Teaching Time, Preparation Time and Non-Teaching Duties**

Except by mutual agreement, teachers may be assigned to teach classes within their certified endorsement(s) for no more than 1,350 minutes per week (an average of 270 minutes per day) of student instructional day time, which shall be calculated from the beginning of the class to the beginning of the following class (or lunch period or school dismissal if applicable). A teacher will not have an excessive number of preparations, as adjudged by the Building Administrator.

Teachers may be assigned to regularly conduct student advisory groups for approximately seventy-five (75) minutes per week of instructional day time, which shall be calculated from the beginning of the scheduled time to the beginning of the following class.

In addition to teaching time and student advisory group responsibilities, teachers may also be assigned no more than one hundred (100) minutes of non-teaching duties per week, providing such duties are not custodial in nature and in compliance with work day language provisions. Teachers with unassigned teaching time may also be scheduled for additional student supervisory responsibilities for up to the remainder of their teaching minutes.

Teachers will receive at least four (4) hours per week of preparation time. A good faith effort will be made to schedule preparation in blocks that are a minimum of forty (40) continuous minutes long. This preparation time will be scheduled within the students' instructional day for teachers who are regularly scheduled to teach classes.

11.9 **HARWOOD UNION SCHOOL Teaching Time, Preparation Time and Non-Teaching Duties**

Except by mutual agreement, teachers may be assigned to teach classes within their certified endorsement(s), or to conduct TA and/or supervise for no more than 1,280 minutes per week (an average of 256 minutes per day). A teacher will not have an excessive number of preparations, as adjudged by the Building Administrator in consultation with the Department Head, if applicable.

The remainder of the work day shall be utilized by teachers for the purpose of individual, departmental and inter-disciplinary team based planning and preparation, including but not limited to participation on support teams in accordance with federal and state mandates relating, among other things, to students who are at risk or who have special learning needs. The Board shall not require teachers to dedicate more than fifty percent of

available planning and preparation periods to inter-disciplinary departmental and support team meetings.

11.10 A teacher who is assigned to teach in more than one of the school types listed above shall have their teaching time, preparation time and non-teaching duties allocated according to the school type to which they are assigned for the majority of their teaching responsibilities.

11.11 A part-time teacher's schedule will be prorated for the FTE he/she works.

11.12 **Scheduling Committee**
As soon as practicable following the ratification of this Agreement but no later than September 30, 2025, the Superintendent will initiate the formation of a Scheduling Committee with the Association and District that will be charged with examining both student and teacher instructional minutes across the schools, as well as additional functions such as conferences and open house. It is the goal that the Committee can reach agreement and will make a joint recommendation of new contract language that supports teacher efficacy, student learning, and equity across schools in the District, but regardless of whether or not that goal is met, the Committee shall prepare a recommendation for the District and the Association for consideration in the collective bargaining of the successor Collective Bargaining Agreement on or before November 30, 2026. Both parties will have equal representation between administrators and teachers on the Committee.

ARTICLE 12 – General Conditions of Employment

12.1 **Substitutes** — The Board will be responsible for assuring that substitutes are secured for teachers absent from work.

12.2. **Expense Reimbursement**

A. **Required Activities** — Any teacher required by an Building Administrator to attend an activity, or who uses his/her automobile for authorized travel during the course of employment, will be reimbursed for expenses related to meals, lodging, and the use of a personal vehicle for school business according to the schedule set forth below. Automobile travel within the District during the student day or for scheduled after-school student team meetings which are not in the building the teacher is working will be reimbursed. Automobile travel within the District for the purposes of professional development, in-service, non-student related team meetings or equivalent activities will not be reimbursed.

B. **Teacher-Requested Activities —** Other activities, including requested visits to other schools and attendance at meetings or conferences of an educational nature shall be granted upon approval of the Building Administrator and must receive the advance approval of the Building Administrator for reimbursement of expenses related to meals, lodging, and the use of a personal vehicle for school business. If granted, approval will be indicated at the same time as approval for the school-related activity.

C. **Reimbursement Rates —** A teacher requesting reimbursement shall complete an expense reimbursement form provided by the Superintendent and attach receipts for all expenses. Alcoholic beverages are not reimbursable. Actual expenses will be reimbursed up to the following amounts:

- Breakfast: $5.00
- Lunch: $10.00
- Dinner: $20.00
- Full-Day Meal Rate: $45.00 /day
- Lodging: Actual expenses

- Mileage: Rate currently established by the IRS

D. A teacher receiving reimbursement for breakfast, lunch and dinner on the same day shall be reimbursed at the full-day rate.

12.3 **Agreement Dissemination** – Copies of this Agreement will be made available online on the District website within thirty (30) days of the date of execution. All newly hired teachers will be given directions to access this Agreement via the website.

12.4 **Class Assignments** – Teachers will be notified in their individual annual letters of employment of their specific grade(s) and/or subject assignment(s) as well as starting and dismissal times for the next school year

12.5 **Emergency Procedures** — Subject to the following, teachers shall not be required to work under unsafe or hazardous conditions as determined by standards promulgated under the Vermont Occupational Safety and Health Act (VOSHA) or to perform tasks which endanger their health, safety or well-being. The teachers recognize that in cases of emergency the health, safety or well-being of the students is their prime responsibility, and that they must act accordingly. Teachers, except for those whose job responsibilities require servicing the health and medical needs of students, shall not be required to administer medicine or to perform non-emergency medical or health procedures for students except as may be otherwise provided in applicable District policies, procedures, or state regulations or laws. Teachers would not be expected to respond or provide this support on a regular basis but only in one-time incidents such as an off campus or field trip activities, or emergency situations.

12.6 **Academic Freedom** – The parties seek to educate young people in the democratic tradition; to foster a recognition of individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution of the United States and the Bill of Rights; and to instill appreciation for the values of individual personality. Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedures will be observed, both to safeguard the legitimate interests of the school and to exhibit by appropriate example the basic objectives of a democratic society. The exercise of the provisions of this Article shall be subject to, and constrained by, applicable sections of the Board's policy manual, and the provisions of this Agreement.

12.7 **Transporting Students** – Teachers shall not be required to transport students in their own private vehicle as a condition of employment.

ARTICLE 13 – Professional Development and Mentoring

13.1 **Professional Development —**

Teachers shall engage in a program of individual professional development which is designed to improve the quality of education for students and/or directly connect to standards for student performance. The determination as to whether a particular professional development is directly connected to the teacher's program of professional improvement is within the discretion of the Superintendent (or designee).

Approval for credit-granting courses and workshops that take place during the teacher's normal work day shall be at the discretion of the Superintendent with recommendation from the building principal. Courses under this section must normally be at the graduate level but under special circumstances undergraduate courses may be approved by the Superintendent for consideration for column movement. Each teacher shall be limited to reimbursement by the District for a maximum of six (6) credits per year.

To support teacher growth and development, the Board will pay for courses, workshops, seminars, conferences, or other training that are directly related to the teacher's assignment in the District under the conditions below.

A. **Courses that are part of a program (e.g. master's, professional licensure, and post-graduate or doctoral programs that require multiple courses for completion), or any other graduate courses offered and taught by an accredited university:**

   Advance payment or reimbursement for courses must be requested by the teacher and approved by the Superintendent (or designee) in advance of enrollment, which approval shall not be unreasonably withheld. The Board will pay in advance or reimburse a teacher for the tuition and course fees of any approved course up to the value of six credit hours, inclusive of fees, at the University of Vermont in-state rate for the current contract year. If a teacher fails to successfully complete a course as outlined in 13.1D, he/she will reimburse the district the full amount incurred.

   Any teacher who is enrolled in an approved graduate program or working towards dual endorsement will have his/her reimbursable credits cumulative to a maximum of twelve (12) credits per year. This benefit is restricted to a maximum of seven (7) teachers in a contract year, with priority given to teachers with five (5) years or more of service in the District. Intention to use this benefit shall be announced to the Superintendent before January 1 in the year prior to intended use. Approval will be determined by the date the request is received in writing to the Superintendent. The intention of this is for one teacher per school, but if a school does not have a candidate, this benefit will be available from July 1 to January 1 as a first come, first served allocation for a teacher in another school. Approved courses shall be interpreted as those referred to the sections of this Article. This shall not, however, preclude the Board from paying all or some greater part of the rest of any course or special program which it desires to have a teacher participate in; but such greater payment shall be solely and exclusively at the option of the Board.

B. **All Other Courses/Workshops/Trainings Requested by Teacher:** The Board will pay for courses, workshops, seminars, conferences, or training sessions that are directly related to the teacher's assignment in the District. This includes courses, workshops, and training sessions that permit the granting of graduate credit for an additional fee. Advance payment or reimbursement under this section is limited to registration, course fees, and add-on credit charges only, plus up to $1000 towards travel/flight and lodging for attendance. The approval of travel/flight and lodging expenses up to or beyond this amount shall be at the discretion of the Superintendent. Verification of comparable travel/flight and lodging costs may be requested by the Superintendent if costs submitted by the teacher appear to be above typical market costs. Other expenses (e.g. mileage, rental cars, meals, technology devices) shall be at the discretion of the Superintendent. Advance payment or reimbursement for lodging and travel/flights shall require an itemized receipt as proof of payment. The Board will establish a "pool" of monies yearly in an amount no less than $70,000 for professional development under 13.1(B). The personal limit of the value of six credit hours at the University of Vermont in-state rate for the current contract year as described in the previous paragraph shall apply.

C. **Courses/Workshops/Trainings Required by Administration:** The Board agrees to pay the full cost of registration and other reasonable expenses incurred in connection with any training sessions/workshops/courses required or requested by the Building Administrator or Superintendent.

Reimbursement for these expenses shall be outside of the professional development funds defined in this article and shall be in accordance with Article 12.2.

D. Upon completion of the course the teacher shall provide the Superintendent or designee with proof that he or she has earned a minimum grade of "B". In courses where the normal mark given is "Pass" or "Fail," if an option for a regular grade is offered, it must be taken. In the event no option is offered, the teacher shall attempt to obtain evidence of successful completion, in writing, from the professor and institution.

E. A teacher who intends to qualify for horizontal movement on the salary schedule shall give written notice to the Superintendent by December 1, for placement on the new column during the subsequent school year. The Superintendent shall notify each teacher by November 1 of each year of the December 1 notice requirements. Course work must be completed and an official grade report pertaining to those credits which qualify that person for the increment must be submitted to the Superintendent by September 30 for column movement retroactive to July 1 and January 31 for column movement retroactive to January 1.

F. The current contract year allotment and limits outlined in sections A and B shall be pro-rated for part-time teachers based on their FTE for the corresponding school year.

13.2 **Mentoring System –** The Board agrees to meet and confer with the Association prior to implementing any substantive changes in the mentoring program.

ARTICLE 14 – Insurance Benefits

14.1 **General** – The District agrees to provide all insurance coverage for teachers as set forth in this Agreement, subject to the eligibility requirements of the individual insurance carrier unless such eligibility requirements are modified by the terms of this Agreement. The District shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such a claim; further, the District shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional service pursuant to the insurance coverage set forth in this Agreement.

14.2 **Health Insurance** –

A. A. Effective January 1, 2023, pursuant to 16 V.S.A 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 agreement incorporating the terms of the statewide health insurance bargaining agreement.

B. Effective January 1, 2026 through [expiration of this agreement], pursuant to 16 V.S.A. 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 the statewide health insurance bargaining.

C. Any rebate received from VSBIT/VEHI will be returned to the Board.

D. HUUSD In Lieu Benefit: Teachers who elect not to take the health insurance benefit and who show proof of alternative health insurance will receive one thousand five hundred dollars ($1,500) annually in cash payment.

14.3 **Dental Insurance and Optical –** The Board will hold a master policy for dental insurance coverage, which also includes an optical discount. The Board will contribute 96% of the premium cost of the membership coverage selected by the teacher for single, 2-person, or family coverage. Teacher contributions toward the premium cost of dental insurance shall be paid via payroll deduction.

14.4 **Life Insurance —** The Board will provide fifty thousand dollars ($50,000) term life insurance coverage to each teacher under a group term life insurance plan selected by the Board. Coverage for part-time teachers will be prorated based on his/her full-time equivalency status.

14.5 **Long Term Disability –**

A. The Board agrees to provide, at its cost, VEHI, or its equivalent, long-term disability insurance coverage to teachers. Said policy will begin coverage after ninety (90) consecutive calendar days of illness or injury and will pay two-thirds (2/3) of a teacher's monthly salary, up to the maximum monthly allowance permitted by the policy.

B. Upon notification of eligibility for disability benefits, a teacher shall apply to the State Teachers' Retirement Program for benefits, including health insurance. If the teacher is determined eligible for insurance coverage through the Teachers' Retirement Program, the Board will compensate the teacher at the contribution rate in 14.2 of the teacher's share of the health insurance premium under Teachers' Retirement for a period of nine (9) consecutive months commencing with the notification date of eligibility for disability benefits or the end of the school year (August 25-June 20), whichever is greater. However, if after application to State Teachers' Retirement the teacher is determined ineligible for insurance benefits through the Teachers' Retirement Program, the Board shall continue to contribute premium costs of the medical, dental or applicable life insurance plans provided pursuant to this Agreement for a period of nine (9) consecutive months commencing with the notification date of eligibility for disability benefits or the end of the school year (August 25-June 20), whichever is greater. The Board shall not allow a lapse in health insurance coverage pending a determination by the Teachers' Retirement Program.

C. Once a teacher has been receiving long-term disability benefits pursuant to this Article for a period of nine (9) consecutive months or the end of the school year (August 25-June 20), whichever is greater, said teacher shall no longer be considered an employee of the District, unless doing so is precluded by federal/state law.

D. Notice of disability shall be given by the teacher to the Superintendent as early as determinable. A teacher who is disabled shall be allowed to continue in the teacher's regular employment as long as the teacher is medically able to perform the teacher's full and regular teaching duties. It shall be the right of the Superintendent to require periodic medical certification, in writing, from the teacher's physician attesting to this fact. At such time as the teacher is certified by the teacher's physician as no longer able to continue working, the teacher shall be entitled to go on sick leave.

14.6 **Workers' Compensation Insurance**

A. The Board shall carry a Worker's Compensation Insurance policy for the protection of all teachers.

B. A teacher who suffers a work-related injury and is awarded Workers' Compensation Temporary Total Disability Benefit shall continue to receive an amount equal to their full salary (disability payment plus additional compensation) during said period of compensated disability without deduction from any sick or personal leave balance up to a maximum time limit of one (1) school year. In no event will a teacher who is receiving disability payments under the Workers' Compensation statutes be eligible to receive

total weekly compensation in excess of their normal salary through the use and application of sick or personal leave days, or otherwise.

C. A teacher who is absent due to work connected illness (worker's compensation) shall, during the first one hundred and eighty-five (185) days of such disability be paid the difference between what he/she received from Worker's Compensation and what he/she would normally earn based upon his/her applicable salary rate. In no case will a teacher on disability receive total compensation (i.e., disability payments plus payments for accrued sick or personal leave) in excess of the teacher's normal salary.

14.7 **Continued Health Insurance During Absences** — The Board will continue contributing to the health insurance coverage for a teacher who has exhausted sick leave benefits, is on workers' compensation, or long term disability in accordance with the health insurance policy the teacher elected and the terms of this Agreement. Except as modified by Article 14.5, said coverage will continue from the point the teacher takes leave until the start of the next school year. At the start of the next school year, if the teacher is still unable to return to work, he or she may purchase insurance coverage entirely at his or her expense under the Board's group plan.

14.8 **Section 125 Plan** – The Board agrees to establish and administer, at its own expense, a Section 125 Plan. This Plan benefit may be utilized for insurance premium conversion, dependent care expenses and medical reimbursement. The Board shall determine and identify the benefits and the coverage amounts under said Plan. The plan year shall be January 1 to December 31st of each year. Teachers shall advise the District by November 15 of each year as to whether they will participate in the Plan and identify their elections. The Flexible Benefits Plan document will allow employees to roll over funds in the employee's FSA from one calendar year to the next to the extent allowed by law.

14.9 The Board shall keep in force a professional liability policy that will cover liabilities that may occur in connection with a teacher's regular duties.

ARTICLE 15 – Leave Benefits

15.1 **Sick Leave**

A. All teachers shall be entitled to twenty (20) paid sick leave days per year, accumulating to a maximum entitlement of ninety (90) days at any given time. A physician's certification may be required for any temporary or permanent medical disability. Teachers who are utilizing paid sick leave shall apply for long-term disability insurance at the earliest appropriate date and shall convert from sick leave to insurance coverage upon the completion of the ninety (90) calendar day elimination period provided by the insurance policy. A teacher returning from leave will be restored to the teacher's former position, or comparable position. Individuals on leave are subject to reduction in force, pursuant to the terms of Article 8. No salary increment shall be given for any school year in which the teacher has worked fewer than ninety (90) days.

B. The Building Administrator and/or Superintendent may request satisfactory evidence when absence under the sick leave provision exceeds three (3) consecutive teaching days. However, it shall be the right of the Building Administrator and/or Superintendent to require verification of illness in any instance on which he/she has reason to believe that the use of sick leave has not been for a bona fide illness, and no action will lie against the Building Administrator and Superintendent, at law or by virtue of grievance for his/her exercise of such right.

C. Illness in the teacher's immediate family which requires the presence of the teacher will be allowed as sick leave up to 15 days annually so long as the teacher has the available sick time. Family sick leave is

not cumulative from year to year. The immediate family shall be all persons covered by the Vermont Parental and Family Leave Act or person within the same residence, or extenuating circumstances approved by the Superintendent.

D. The Board shall notify each teacher on or before September 30 of his/her accumulated sick leave for that school year.

15.2 **Statutory Leave** – To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("VPFLA"). Leave pursuant to each of these acts shall be provided according to the Board's policies and practices to the extent such policies and practices are not inconsistent with the express terms of this Agreement. Pursuant to these policies and practices, whenever a teacher is entitled to and/or granted paid or unpaid leave pursuant to the terms of this Agreement and the teacher is also entitled to leave pursuant to the FMLA and or VPFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/VPFLA will be provided concurrently. All other matters regarding the administration of leave provided pursuant to the FMLA and the VPFLA shall be provided by the District's policies and practices. This Agreement incorporates by reference the Vermont Parental and Family Leave Act and the federal Family and Medical Leave Act.

15.3 **Personal Leave** – **Personal business or emergency situations cumulative up to three (3) days** – Up to three (3) days leave of absence will be provided for important business which cannot otherwise be scheduled by the teacher during a time when school is not in session. The teacher shall state in writing that the leave is for personal business that cannot be scheduled outside of the workday. No personal leave days may be taken for remunerative business or for purposes which can normally be conducted during non-school hours. The conduct of personal business is at the discretion of the individual teacher. Specific reasons for personal leave shall not be required of teachers. Emergency days with or without payment beyond three (3) days may be approved by the Superintendent. Emergency days cover circumstances that are unanticipated or unusual, and that require or compel a teacher's absence from work. A teacher will notify the Building Administrator of the intent to take personal leave at least forty-eight (48) hours in advance of the leave, except in emergency situations. Teachers will be paid for up to three (3) days not used for personal business or emergency situations at their per diem rate.

15.4 **Bereavement following the death of a family member** – Up to five (5) days leave, with pay, will be allowed for critical illness or death in a teacher's immediate family, with the prior approval of the Building Administrator, provided, however, that in the event of a death of a family member, the prior approval of the Building Administrator shall not be required. Additional days, with or without pay, due to extenuating circumstances, may be granted by the Superintendent upon the request of the teacher. The immediate family shall include: spouse, civil union partner, guardian, child, parent, brother, sister, grandparent, grandchild, foster child, parent-in-law, sibling-in-law, child-in-law, step-parent, step-sibling, step-child, or person within the same residence.

Up to two (2) days leave, with pay, will be allowed for critical illness or death of a teacher's near relative, which shall include: first cousin, aunt, uncle, niece, or nephew.

Upon approval of the superintendent, other persons may be considered "immediate family" or "near relative" on a case-by-case basis.

15.5 **Religious** – Absence without loss of pay will be honored by the administration for religious holidays provided, and only if, attendance at school on such days would inhibit or prevent the teacher in the practice of his/her religion. In the instance of any question over the application of this provision, the teacher's

clergyman shall be considered the proper authority for resolution. In all instances of absence for religious holidays, advance notice shall be given by the teacher to the Building Administrator at least forty-eight (48) hours before such absence.

15.6 **Civic Leave** – Civic leave for the purpose of jury duty, military service, and carrying out the duties of legislative office are separate from other leave days and are provided as follows:

A. **Temporary leave for military service** – Teachers will be paid their per diem teaching salary for a maximum of ten (10) working days; monies earned from military service during this time, up to the per diem, will be turned over to the Board. A teaching position for a teacher in good standing is guaranteed upon his or her return from any length of military service.

   The Board shall grant any teacher who is drafted or recalled to active duty in any of the Armed Forces of the United States and/or the annual National Guard training a leave of absence without pay with right of return in accordance with applicable state and federal law.

   When an employee or a member of an employee's immediate family is called to active military service for a period of three (3) months or longer, the employee may use up to five (5) days of sick leave (in addition to any accrued personal leave available to the employee) prior to the employee's or the employee family member's date of departure to attend to personal and family matters related to the military activation. At the request of the employee and upon approval of the Superintendent, leave may be granted for other extenuating circumstances. The immediate family shall include: spouse, civil union partner, guardian, child, parent, in-law, foster child or person within the same residence. The paid leave shall be taken in one (1) day increments.

B. **Jury duty –** Teachers who are called to jury duty will be paid their per diem teaching salary for the length of service required by the judiciary. All monies received from the court are turned over to the Board except that the employee will retain monies paid for mileage and expenses.

C. **Legislative office –** The Board will grant an unpaid leave of absence for a teacher elected or appointed to the Vermont Senate or House of Representatives according to State Statute Title 21; Chapter 005; Subchapter 006; §496

15.7 **Extended Leave of Absence**

A. Leave of absence without pay for a period of up to one (1) year, with the possibility of a one (1) year extension, may be granted at the discretion of the Superintendent to teachers who have taught for three (3) or more years in the District. In acting on a request for an extended leave of absence, the Superintendent shall determine whether the teacher will be granted salary schedule advancement attributable to the period of the leave.

B. Except in cases of emergency, a request for such leave of absence for a school year must be submitted in writing no later than the preceding March 1. A teacher on such leave must verify in writing to the Superintendent his/her intention to return to teach for the following school year no later than January 10th of the leave period. A failure to so notify the Superintendent shall be deemed a resignation and shall result in a loss of entitlement to the issuance of a teaching contract.

C. During the period the teacher is on leave, he or she may purchase health insurance coverage under the district plan, provided he or she pays the full premium in monthly installments when they are due.

D. A teacher granted a leave of absence shall be entitled to maintain the same position he or she held at the time the leave commenced, if available, or to a substantially equivalent teaching position. All

accrued benefits to which a teacher was entitled at the time leave commenced will be restored to the teacher upon return from such leave. A teacher on leave will be given the opportunity to be involved in necessary planning for the forthcoming year, provided he/she notifies the Building Administrator of the desire to be involved, in writing, at the time his/her leave commences.

15.8 **Association Leave Days** – The President of the Association shall be permitted release time from his/her regular teaching duties to meet with the Superintendent and/or Building Administrator(s) regarding the implementation of this Agreement. Said release time must be approved in advance by the Superintendent or Building Administrator, and shall not be for the purpose of contract negotiations.

15.9 **Professional Leave Days** – Upon recommendation of the Building Administrator, and with the approval of the Superintendent, a teacher may be released from regular duties to participate in activities designed to provide a service to our educational community. Further it is understood that there shall be no personal remuneration for such activities. All requests for professional leave will be at the discretion of the Building Administrator, with final approval by the Superintendent. Typical activities may be, but are not limited to: educational conventions, evaluation committees, educational workshops, conferences, seminars, district curriculum workshops, educational exchange programs, activities involving District students, representative of school at public relations events, staff development activities, visits to other schools, etc.

For teachers who are writing recommendation letters for students in the district, a professional day, with work completed either in the building or off-site, may be approved for every 7 letters at the discretion of the Superintendent and not to exceed 2 professional days.

15.10 **Extended Sick Leave Coverage –** Under certain circumstances a teacher may have exhausted his or her sick leave benefits prior to being eligible for long-term disability insurance. If this is the case, and the teacher has a qualifying medical condition, the Board will grant the additional sick leave days that are necessary for the teacher to satisfy the LTD policy's elimination period provided the teacher has made early and timely application for LTD insurance.

15.11 **Parental Leave**

A. A teacher who intends to take parental leave shall notify the Superintendent of this fact as soon as reasonably possible.

B. During any twelve (12) month period, a teacher shall be entitled to take unpaid leave for a period not to exceed twelve (12) weeks:

   i. for parental leave, during the pregnancy of a teacher or their spouse and/or their spouse and/or following the birth of a teacher's child or within a year following the initial placement of a child sixteen (16) year of age or younger with the teacher for the purpose of adoption;

   ii. for family leave, for the serious illness of the teacher or the teacher's child, stepchild or ward of the teacher who lives with the teacher, foster child, parent, spouse or parent of the teacher's spouse.

   iii. a teacher with enough accumulated sick leave may use those days for a fully paid twelve (12) week maternity/paternity leave, after the birth or adoption of a child.

During the leave the teacher may use accrued sick leave while disability continues, consistent with existing provisions of this Agreement. Utilization of accrued sick leave shall not extend the leave

provided herein.

C. Insurance benefits shall continue for the duration of the twelve (12) week leave, subject to the same terms and conditions applicable to teachers on active duty.

D. A teacher shall give reasonable written notice of intent to take leave under this policy. In the case of birth of a newborn or adoption, the teacher shall give notice of intent to take leave at least four (4) weeks prior to the anticipated commencement of the leave. In the case of leave requested due to the serious illness of the teacher or a family member, the teacher may be required to provide physician certification to verify the condition, amount and necessity for the leave requested.

E. A teacher may return from leave earlier than estimated with the approval of the Principal. A teacher who initially requests leave of less than twelve (12) weeks shall be granted an extension upon reasonable written notice.

F. A teacher on parental leave or intending to take such leave shall be entitled to request an extension of such leave for an additional school year. The decision to extend such leave shall be at the sole discretion of the Board. A request for such extended parental leave must be in writing and submitted to the Superintendent no later than March 1. A teacher on extended leave of absence may continue health insurance coverage by paying the full premium in monthly installments as they become due.

G. A teacher on parental leave shall maintain his/her right to the same position which he/she held at the time such leave commenced, or to a substantially equivalent position, unless the teacher had been given notice of termination or layoff for independent and unrelated reasons. All benefits to which such teacher was entitled at the time his/her leave commenced, including unused accumulated sick leave (not used during the leave) shall be restored to him/her upon return from said leave. Beginning on July 1, 2021, seniority will continue to accrue for up to 12 weeks of the parental leave, regardless of whether the leave is paid or unpaid.

H. A teacher who does not return to employment at the conclusion of any leave granted hereunder shall reimburse the school for the value of medical insurance benefits paid on behalf of the teacher during the leave.

15.12 **Sick Leave Bank –** A sick leave bank is established for the benefit of any teacher who has exhausted all his/her accrued paid leave and who is continuously unable to work due to a serious medical condition or parental leave. The following provisions apply.

A. Any teacher either donating or receiving sick leave days under this provision must initiate this process, in writing, to the Superintendent.

B. For the initiation of the sick bank, every teacher with 45 days or more shall donate 2 days and anyone under 45 days shall donate 1 day. After teacher contribution, the district shall donate the amount needed to get to 800 for the initial funding of the bank. Every teacher shall participate in the sick bank.30 days

Thereafter, only employees newly hired shall contribute one (1) day in the initial year of their employment. If the sick leave bank is not at its maximum number of days after these donations, then teachers may voluntarily contribute up to three (3) additional days each until the maximum number of sick days in the bank is reached.

C. The total number of sick leave days in the bank is capped at 800 days with unused portions rolled over each school year. The number of days in the bank shall never exceed 800. The Association shall periodically initiate calls to donate to the bank, typically at the beginning and end of each school year.

The District shall notify the Association any time that the sick leave bank falls below 100 days.

D. The donor may not deplete his/her leave days below fifteen (15) days.

E. No person may receive more than a combined total of sixty-five (65) sick leave days per school year. Part time employees shall have a prorated number of days based on their FTE. The recipient must have exhausted all accrued paid leave days. A teacher receiving or eligible to receive benefits under the long-term disability insurance program is not eligible to receive donated days.

F. A teacher may not receive donated sick leave days unless the teacher's continued absence is due to a documented serious medical condition or parental leave as defined by either FMLA or Vermont PFLA. There shall be no donation of additional sick leave days for elective medical procedures.

G. In the case of parental leave, a teacher who has fewer than thirty (30) accrued sick leave days may receive donated sick leave to cover up to six (6) weeks of paid leave. The number of donated days will be determined by exhausting accrued paid time off before accessing donated days needed to reach 30 days of parental leave. The sick bank may only be utilized for parental leave once per employee.

H. Payment for sick bank days shall be at full salary, and the granting of these days shall not affect the teacher's accumulation of sick leave days in future years.

ARTICLE 16 – Salaries and Salary Deductions

16.1 **Salary Increases** – The salaries of all persons covered by this contract are set forth in Appendix A which is attached and made a part hereof.

Beginning in the 2024-2025 school year, all teachers will be placed at the appropriate level on the salary schedule with their column equal to their level of education and their step equal to their years of teaching experience.

16.2 The salary of each teacher covered by this Agreement will be set forth in his or her individual employment letter.

16.3 **22 or 26 pay periods —** Teachers may elect to be paid in either 22 or 26 substantially equal installments (September-August) respectively. In the event a teacher elects the 26-payment plan, the Board will provide for lump sum payment of summer checks, if application on a form specified by the Superintendent for such payment is made by May 1 of the contract year. Payments shall otherwise be made biweekly (i.e., every other Friday). Teachers shall be offered the option of electronic deposit.

16.4 **Annual Increases —** Unless otherwise provided by written agreement of the Board and the Association, salary increments shall be awarded on an annual basis for all teachers until vertical movement on the salary schedule is exhausted.

16.5 **Column Movement**

A. Teachers who have satisfactorily completed approved academic courses and who wish to use such additional credits for horizontal movement on the salary schedule shall comply with the notification requirements in 13.1 E. In order to be eligible for horizontal advancement, courses must be included within graduate programs approved by the Superintendent. Normally, graduate programs in the teacher's field from recognized institutions shall be approved, and all graduate level courses which are part of an approved program will be accepted for horizontal advancement on the salary schedule. Teachers will not receive credit for horizontal advancement on the salary schedule based on courses

which are not part of an approved graduate program unless the use of such course credits for this purpose is approved by the Superintendent in advance.

B. Column/step movement will be in accordance with a teacher's educational attainment and actual years of experience as reflected in the hiring grid for the appropriate year.

C. Column movement is contingent upon the teacher complying with the notification requirements of 13.1.E.

16.6 **Deductions**

A. **Savings**
The Board agrees to deduct from teachers' salaries, payments to credit unions and tax-sheltered annuities, as said teachers individually or voluntarily authorize. Other deductions may be considered on a case-by-case basis.

B. **Association Dues**
The Board agrees to deduct from the salaries of its teachers dues for the Harwood Unified Education Association, etc., as said teacher individually and voluntarily authorizes the Board to deduct. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Association by the 10th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorization shall be in writing and submitted yearly. Under no circumstances shall the Board have any responsibility whatsoever as a result of the allocation, misappropriation, use or investment of monies disbursed to the Association treasurer.

The Board agrees to deduct from teachers' salaries all local, state, and national Association dues as teachers individually and voluntarily authorize said deductions. No later than September 30 of each year, the Association will provide the Board with a list of those teachers who have voluntarily authorized the Board to deduct dues for the organizations named in this section and the amounts. The Association will notify the Board monthly of any changes in said list.

16.7 **Salary Placement for New Teachers —** Teachers new to the district shall have their teaching experience and education evaluated by the Superintendent, and they will be placed at the appropriate level on the salary schedule with their column equal to their level of education and their step equal to their years of teaching experience. No new hire shall be placed on the salary schedule at a rate higher than a current teacher with equivalent experience and education on the applicable hiring grid.

For school nurses, each year of full-time licensed RN nursing experience shall count as one (1) year of teaching experience for the purpose of step placement.

16.8 **Department Heads/Leadership Team Members –** Department Heads and/or Leadership Team members shall be compensated in accordance with the conditions outlined in Section 9.5.

16.9 Teachers who are requested by the Administration to substitute during their planning periods for periods beyond their contract shall be compensated at a rate of $25.00 per 40-minute class. If a person's class is canceled, he/she could be asked to cover another class.

16.10 **National Accreditation –** Teacher shall give notification to superintendent upon enrollment of courses to achieve accreditation. Any teacher who completes National Accreditation Standards, or other accreditation standard where national standards do not exist for their teaching discipline, including but not limited to the

Certificate of Clinical Competence for Speech Language Pathologists, and the National Board Certification for School Nurses, shall be entitled to an annual stipend. The stipend shall be paid as long as the teacher maintains the standard. The stipend shall equal $1,000.

ARTICLE 17 – Miscellaneous Provisions

17.1 **Notice –** Whenever written notice to the School Board is provided for under the terms of this Agreement, such notice shall be addressed to the Harwood Unified Union Board of School Directors, c/o Superintendent of Schools, at the address of the Office of the Superintendent. Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President of the Association, c/o the District address. Either party, by written notice to the other, may change the address at which future written notices are to be given. A receipt will be provided for all correspondence.

17.2 **Vacancies –** All vacancies for the following school year will be posted in a central location in all schools of the District and emailed to all teachers. Currently employed teachers (including teachers on leave) interested in any posted vacancy must apply in writing to the Building Administrator. The Board guarantees an interview to all appropriately licensed teachers employed by the Board who apply for a vacancy. Teachers on a leave of absence shall be promptly notified in writing by the Building Administrator of any vacancies via certified mail/return receipt requested.

17.3 Any contract between the Board and the individual teacher hereafter executed shall be consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

17.4 **Early Retirement Incentive –** From time to time, the Board may desire to offer a retirement incentive to individual teachers or groups of teachers. The decision to offer such an incentive is at the Board's discretion and is not grievable.

17.5. **Severance Pay**

A. **For all teachers hired by the Harwood Union High School Board Prior to July 1, 2007:** Any teacher who has had continuous employment (or employment interrupted only by authorized leaves of absence), in the District for at least ten (10) years, shall receive, upon retirement, or his/her designated beneficiary shall receive, upon death, pay for one-half up to a maximum of 45 days of his/her accumulated sick leave days at the rate of compensation being received at the time, not to exceed $15,000. Said amount shall be considered part of the teacher's total compensation for the year, and reported to the Teachers' Retirement System as such, provided such reporting would not be in violation of the applicable statutes and regulations for the teachers' retirement system. "Retirement" as set forth in this Agreement is understood to mean "withdrawal from active service with retirement allowance" as defined in 16 V.S.A. Section 1931, as amended, and as further defined in 16 V.S.A. Sections 1937 and 1938, as amended. Should any teacher retire during the course of any school year, sick leave for such year shall be prorated to the date of retirement. For purposes of this Article, the designated beneficiary shall be the same as that on file for the life insurance policy, unless the teacher specifically names a different designated beneficiary.

B. Any teacher not covered by 17.5 A, who has been employed in the District for at least twelve (12) years, shall receive, upon retirement at age 45+, or his/her designated beneficiary shall receive, upon death, the current daily sub rate per day of his/her accumulated sick leave days, not to exceed $15,000. Said amount shall be considered part of the teacher's total compensation for the year; and reported to the Teachers' Retirement System as such, provided such reporting would not be in violation

of the applicable statutes and regulations for the teachers' retirement system. "Retirement" as set forth in this Agreement is understood to mean "withdrawal from active service with retirement allowance" as defined by V.S.A. Section 1931, as amended, and as further defined in 16 V.S.A. Sections 1937 and 1938, as amended. Should any teacher retire during the course of purposes of this Article, the designated beneficiary shall be the same as that on file for the life insurance policy, unless the teacher specifically names a different designated beneficiary.

17.6 **Teacher Injury, Damages to Teachers**

A. The District shall reimburse teachers for the replacement of any clothing or other personal property damaged or destroyed through the action of a student as a result of assault, malicious behavior, and/or by accident not caused or significantly contributed to by negligence of the teacher while on duty in the school, on the school premises, or at a school sponsored activity. Upon appropriate documentation, total reimbursement shall be limited to the uninsured actual cash value of the clothing or personal property or one thousand dollars ($1,000.00), whichever is less. Report of such damage will be made to the Superintendent as soon as possible following discovery of the damage.

B. In cases of repeated mean, aggressive, accusatory, and/or harassing communication, the teacher will report the case to the Building Administrator or other immediate supervisor. Such notification shall immediately be forwarded to the Superintendent. Administration will work with the teacher to determine a plan to protect the teacher.

C. The Board shall give full support to the teacher while acting in the discharge of his duties, as provided for in this contract. Board support, including legal assistance, shall be interpreted to mean to the extent and subject to the conditions of, including legal and other assistance for any assault upon the teacher, the Liability Insurance Coverage provided by the Board for this purpose.

ARTICLE 18 – Strikes and Sanctions

18.1 The Board and the Association mutually subscribe to the principle that professional differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, intends that there shall be no strikes, sanctions, work stoppages, or other concerted refusal to perform work by the teachers covered by this contract nor any instigation thereof during the life of this contract. The Association further agrees to disassociate itself from support of any strike or work stoppage, which may be taken in violation of this provision.

ARTICLE 19 – Non-Discrimination

19.1 Neither the Board nor the Association will discriminate against any teacher because of race, creed, color, religion, national origin, sex, sexual orientation, gender identity, domicile, age, otherwise qualified individual with a disability, marital status, or any other legally protected status as defined under state or federal law. Alleged violations of this Article shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 20 – Severability

20.1 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. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

ARTICLE 21 – Compliance

21.1 This Agreement is a complete agreement between the contracting parties covering all mandatory subjects of negotiation. The parties agree that the relations between them shall be governed by the terms of this Agreement only.

21.2 No prior agreement or understandings, oral or written, shall be controlling or in any way affect the relations between the parties, except where such agreements shall be reduced to writing and signed by the authorized representatives of both parties.

21.3 All matters dealt with herein shall be treated as having been brought up and disposed of and the Board shall be under no obligation to discuss with the Association any modification or additions to this Agreement, except as may be herein provided for.

21.4 Work outside of regular teaching assignments, unless specifically covered by provisions of this Agreement, shall not be governed by the contractual relationship herein provided for.

21.5 Any and all past practices, which are in any fashion at variance with the specific terms of this Agreement, shall be regarded as having been superseded by the terms of this Agreement.

ARTICLE 22 – Duration

22.1 **Duration –** This Agreement shall continue in full force and effect from July 1, 2024, through midnight June 30, 2027, and from year to year thereafter unless written notice of a desire to renegotiate the terms of this Agreement is given by either party to the other on or before October 1st of the calendar year preceding the termination date of this Agreement or anniversaries thereof.

Renegotiation of this Agreement, in whole or in part, shall be governed by the provisions of 16 V.S.A., Chapter 57.

IN WITNESS WHEREOF, the parties hereunto set their official signatures:

Matt Henchen 07/24/24
Co-President Date
Harwood Unified Educational Association

Whitney Doenges 07/24/24
Co-President Date
Harwood Unified Educational Association

Ashley Woods 07/24/24
Chair, Board Of School Directors Date
Harwood Unified Union School District

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APPENDIX A - Salary Index and Schedules

2024-2025

Step	B	B15	B30	M	M15	M30	M45
1	$43,843.00	$46,035.15	$48,227.30	$50,419.45	$52,611.60	$54,803.75	$56,995.90
2	$46,035.15	$48,227.30	$50,419.45	$52,611.60	$54,803.75	$56,995.90	$59,188.05
3	$48,227.30	$50,419.45	$52,611.60	$54,803.75	$56,995.90	$59,188.05	$61,380.20
4	$50,419.45	$52,611.60	$54,803.75	$56,995.90	$59,188.05	$61,380.20	$63,572.35
5	$52,611.60	$54,803.75	$56,995.90	$59,188.05	$61,380.20	$63,572.35	$65,764.50
6	$54,803.75	$56,995.90	$59,188.05	$61,380.20	$63,572.35	$65,764.50	$67,956.65
7	$56,995.90	$59,188.05	$61,380.20	$63,572.35	$65,764.50	$67,956.65	$70,148.80
8	$59,188.05	$61,380.20	$63,572.35	$65,764.50	$67,956.65	$70,148.80	$72,340.95
9	$61,380.20	$63,572.35	$65,764.50	$67,956.65	$70,148.80	$72,340.95	$74,533.10
10	$61,380.20	$65,764.50	$67,956.65	$70,148.80	$72,340.95	$74,533.10	$76,725.25
11	$61,380.20	$67,079.79	$69,271.94	$71,464.09	$73,656.24	$75,848.39	$78,040.54
12	$61,380.20	$67,079.79	$70,587.23	$72,779.38	$74,971.53	$77,163.68	$79,355.83
13	$61,380.20	$67,079.79	$71,902.52	$74,094.67	$76,286.82	$78,478.97	$80,671.12
14	$61,380.20	$67,079.79	$71,902.52	$75,409.96	$77,602.11	$79,794.26	$81,986.41
15	$61,380.20	$67,079.79	$71,902.52	$76,725.25	$78,917.40	$81,109.55	$83,301.70
16	$61,380.20	$67,079.79	$71,902.52	$78,040.54	$80,232.69	$82,424.84	$84,616.99
17	$61,380.20	$67,079.79	$71,902.52	$78,040.54	$81,547.98	$83,740.13	$85,493.85
18	$61,380.20	$67,079.79	$71,902.52	$78,040.54	$82,863.27	$84,616.99	$86,370.71
19	$61,380.20	$67,079.79	$71,902.52	$78,040.54	$82,863.27	$85,493.85	$87,247.57
20	$61,380.20	$67,079.79	$71,902.52	$78,040.54	$82,863.27	$86,370.71	$87,686.00

2025-2026

Step	B	B15	B30	M	M15	M30	M45
1	$46,420.00	$48,741.00	$51,062.00	$53,383.00	$55,704.00	$58,025.00	$60,346.00
2	$48,741.00	$51,062.00	$53,383.00	$55,704.00	$58,025.00	$60,346.00	$62,667.00
3	$51,062.00	$53,383.00	$55,704.00	$58,025.00	$60,346.00	$62,667.00	$64,988.00
4	$53,383.00	$55,704.00	$58,025.00	$60,346.00	$62,667.00	$64,988.00	$67,309.00
5	$55,704.00	$58,025.00	$60,346.00	$62,667.00	$64,988.00	$67,309.00	$69,630.00
6	$58,025.00	$60,346.00	$62,667.00	$64,988.00	$67,309.00	$69,630.00	$71,951.00
7	$60,346.00	$62,667.00	$64,988.00	$67,309.00	$69,630.00	$71,951.00	$74,272.00
8	$62,667.00	$64,988.00	$67,309.00	$69,630.00	$71,951.00	$74,272.00	$76,593.00
9	$64,988.00	$67,309.00	$69,630.00	$71,951.00	$74,272.00	$76,593.00	$78,914.00
10	$64,988.00	$69,630.00	$71,951.00	$74,272.00	$76,593.00	$78,914.00	$81,235.00
11	$64,988.00	$71,022.60	$73,343.60	$75,664.60	$77,985.60	$80,306.60	$82,627.60
12	$64,988.00	$71,022.60	$74,736.20	$77,057.20	$79,378.20	$81,699.20	$84,020.20
13	$64,988.00	$71,022.60	$76,128.80	$78,449.80	$80,770.80	$83,091.80	$85,412.80
14	$64,988.00	$71,022.60	$76,128.80	$79,842.40	$82,163.40	$84,484.40	$86,805.40
15	$64,988.00	$71,022.60	$76,128.80	$81,235.00	$83,556.00	$85,877.00	$88,198.00
16	$64,988.00	$71,022.60	$76,128.80	$82,627.60	$84,948.60	$87,269.60	$89,590.60
17	$64,988.00	$71,022.60	$76,128.80	$82,627.60	$86,341.20	$88,662.20	$90,519.00
18	$64,988.00	$71,022.60	$76,128.80	$82,627.60	$87,733.80	$89,590.60	$91,447.40
19	$64,988.00	$71,022.60	$76,128.80	$82,627.60	$87,733.80	$90,519.00	$92,375.80
20	$64,988.00	$71,022.60	$76,128.80	$82,627.60	$87,733.80	$91,447.40	$92,840.00

2026-2027							
Step	**B**	**B15**	**B30**	**M**	**M15**	**M30**	**M45**
1	$49,200.00	$51,660.00	$54,120.00	$56,580.00	$59,040.00	$61,500.00	$63,960.00
2	$51,660.00	$54,120.00	$56,580.00	$59,040.00	$61,500.00	$63,960.00	$66,420.00
3	$54,120.00	$56,580.00	$59,040.00	$61,500.00	$63,960.00	$66,420.00	$68,880.00
4	$56,580.00	$59,040.00	$61,500.00	$63,960.00	$66,420.00	$68,880.00	$71,340.00
5	$59,040.00	$61,500.00	$63,960.00	$66,420.00	$68,880.00	$71,340.00	$73,800.00
6	$61,500.00	$63,960.00	$66,420.00	$68,880.00	$71,340.00	$73,800.00	$76,260.00
7	$63,960.00	$66,420.00	$68,880.00	$71,340.00	$73,800.00	$76,260.00	$78,720.00
8	$66,420.00	$68,880.00	$71,340.00	$73,800.00	$76,260.00	$78,720.00	$81,180.00
9	$68,880.00	$71,340.00	$73,800.00	$76,260.00	$78,720.00	$81,180.00	$83,640.00
10	$68,880.00	$73,800.00	$76,260.00	$78,720.00	$81,180.00	$83,640.00	$86,100.00
11	$68,880.00	$75,276.00	$77,736.00	$80,196.00	$82,656.00	$85,116.00	$87,576.00
12	$68,880.00	$75,276.00	$79,212.00	$81,672.00	$84,132.00	$86,592.00	$89,052.00
13	$68,880.00	$75,276.00	$80,688.00	$83,148.00	$85,608.00	$88,068.00	$90,528.00
14	$68,880.00	$75,276.00	$80,688.00	$84,624.00	$87,084.00	$89,544.00	$92,004.00
15	$68,880.00	$75,276.00	$80,688.00	$86,100.00	$88,560.00	$91,020.00	$93,480.00
16	$68,880.00	$75,276.00	$80,688.00	$87,576.00	$90,036.00	$92,496.00	$94,956.00
17	$68,880.00	$75,276.00	$80,688.00	$87,576.00	$91,512.00	$93,972.00	$95,940.00
18	$68,880.00	$75,276.00	$80,688.00	$87,576.00	$92,988.00	$94,956.00	$96,924.00
19	$68,880.00	$75,276.00	$80,688.00	$87,576.00	$92,988.00	$95,940.00	$97,908.00
20	$68,880.00	$75,276.00	$80,688.00	$87,576.00	$92,988.00	$96,924.00	$98,400.00

Index							
Step	**B**	**B15**	**B30**	**M**	**M15**	**M30**	**M45**
1	1.00	1.05	1.10	1.15	1.20	1.25	1.30
2	1.05	1.10	1.15	1.20	1.25	1.30	1.35
3	1.10	1.15	1.20	1.25	1.30	1.35	1.40
4	1.15	1.20	1.25	1.30	1.35	1.40	1.45
5	1.20	1.25	1.30	1.35	1.40	1.45	1.50
6	1.25	1.30	1.35	1.40	1.45	1.50	1.55
7	1.30	1.35	1.40	1.45	1.50	1.55	1.60
8	1.35	1.40	1.45	1.50	1.55	1.60	1.65
9	1.40	1.45	1.50	1.55	1.60	1.65	1.70
10	1.40	1.50	1.55	1.60	1.65	1.70	1.75
11	1.40	1.53	1.58	1.63	1.68	1.73	1.78
12	1.40	1.53	1.61	1.66	1.71	1.76	1.81
13	1.40	1.53	1.64	1.69	1.74	1.79	1.84
14	1.40	1.53	1.64	1.72	1.77	1.82	1.87
15	1.40	1.53	1.64	1.75	1.80	1.85	1.90
16	1.40	1.53	1.64	1.78	1.83	1.88	1.93
17	1.40	1.53	1.64	1.78	1.86	1.91	1.95
18	1.40	1.53	1.64	1.78	1.89	1.93	1.97
19	1.40	1.53	1.64	1.78	1.89	1.95	1.99
20	1.40	1.53	1.64	1.78	1.89	1.97	2.00