

MASTER NEGOTIATED AGREEMENT

BETWEEN THE

KINGDOM EAST SCHOOL DISTRICT AND THE KINGDOM EAST EDUCATION ASSOCIATION

TEACHER UNIT

July 1, 2025 - -June 30, 2028 Mutually Ratified: 10/29/25

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ACKNOWLEDGMENT OF ARBITRATION

IN ACCORDANCE WITH 12 V.S.A. SECTION 5652 (b), THE BOARD AND THE ASSOCIATION UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS AGREEMENT, THE BOARD AND THE ASSOCIATION UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN THIS ARTICLE.

ARTICLE I AGREEMENT

THE PARTIES

This agreement is made and entered into by and among the Kingdom East Supervisory District Board of School Directors, hereinafter the "Board," and Kingdom East Education Association (KEEA), an affiliate of the Vermont-NEA and the National Education Association, hereinafter the "Association." The term "Superintendent" when used in this Agreement is understood to mean the Superintendent of Schools of the Kingdom East School District. Reference to the "District" refers to Kingdom East Unified Union School District, the Kingdom East Supervisory District and the Kingdom East School District as one in the same. Throughout this Agreement reference to the Board or District shall be deemed to refer to the Board and District noted above.

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ARTICLE II RECOGNITION

2.1 Collective Bargaining

The Board recognizes the Association for the purpose of collective negotiations, pursuant to Title 16, Chapter 57, of the Vermont Statutes Annotated, as the exclusive representative of a unit consisting of all Teachers (as defined by Teacher Endorsements on the Vermont Approved Educator Endorsement Codes), certified by the State of Vermont, excluding any administrative personnel as defined in Chapter 57 of 16 V.S.A. Unless otherwise indicated, the employees in the above unit will be hereafter referred to as teachers.

2.2 KEEA, solely

The Board agrees not to address matters herein with any teacher's organization other than the Association identified in 2.1 during the duration of the Agreement. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries, hours, terms, conditions of employment, and other matters of mutual concern to become effective during the term of this Agreement.

2.3 Limitation

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

ARTICLE III NEGOTIATIONS

3.1 Successor Agreement

The Board and Association agree to enter into negotiations over a successor agreement in a good faith effort to reach agreement concerning teachers' salaries, related economic conditions of employment, procedures for processing complaints and grievances to employment, and any other mutually agreed upon matters not in conflict with the statutes of the State of Vermont if written notification is given by either party not later than October 1 of the school year in which this Agreement expires. Any agreement so negotiated will be reduced to writing and signed by the Board and Association.

3.2 Consultants

During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. When utilizing the services of outside consultants at the table, either party will give advance notice prior to a negotiation session. The Board shall make available to the public all current budgetary information.

3.3 Mediator Costs

The costs for the services of a mediator and/or the chairperson of the fact finding committee, including per diem expenses, if any, and his/her actual and necessary travel and subsistence expenses, and the cost of a hearing room, if any, will be shared equally by the Board and the Association.

3.4 Agreement Entirety

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

- **3.4 A.** <u>Date</u>: The parties shall enter into negotiations regarding proposals on or before November 1 of the school year in which this Agreement expires.
- **3.4 B.** Continuation: In the event that neither party gives notice to the other of its intention to negotiate a successor to the Agreement by October 1, of the school year in which this agreement expires, the Agreement shall automatically be extended on the same terms for another year beyond 2028 of the Agreement, and similarly from year to year thereafter with a notification date of intent to negotiate a successor being October 1 of the successor year.
- **3.4 C. Extension:** In the event that negotiations for a successor Agreement have not been completed by the time this Agreement expires, the parties hereby agree to extend the provisions of said Agreement beyond its expiration date until such time as negotiations have been completed, and a new contract has been ratified by both parties.
- **3.4 D. <u>Step Movement:</u>** Notwithstanding the foregoing, upon expiration of this Agreement, there shall be no step or column movement until such time as a successor Agreement is ratified by both parties. When such ratification occurs, any step or column increases in pay will be applied retroactively.

ARTICLE IV RIGHTS OF THE TEACHER/ASSOCIATION

4.1 Membership

The Board agrees that each teacher shall have the right to join or not to join, assist, or participate in any teacher's organization of their choosing. It is further agreed that neither the Board, nor any employee of the Board serving in any capacity, nor any other person or organization, shall interfere with, restrain, coerce or discriminate in any way for or against any teacher engaged in activities protected by Chapter 57 of 16 V.S.S. with respect to salary, economic conditions of employment, or professional employment by reason of his/her membership or non-membership in the Association deemed to be lawful in the State of Vermont.

4.2 Statutory Rights

Nothing contained herein shall be construed to deny or restrict any teacher such rights as he/she may have under Vermont state law regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

4.3 Safe Conditions

As defined by state and federal health and safety laws (e.g. VOSHA, OSHA, etc.) teachers shall not be required to work under unsafe or hazardous conditions

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- **4.3 A. Safety Of Employees:** In cases of emergency, the overall well-being of the student is the employee's prime responsibility. If a crisis situation endangers an employee, procedures will be followed to address the situation. Teachers shall not be required to work under conditions which constitute a threat to their health and safety when such a threat has been determined to exist by local, state and/or federal health or safety officials. In the case where a teacher reasonably believes their life or safety has been threatened by a student(s) the following protocols will be followed:
 - 1. The employee shall notify their direct supervisor or if unavailable a school administrator as soon as possible and provide them with oral/written information about the threat. The employee may be required to provide the information in writing at some point during the investigation. Administration shall use all reasonable efforts to maintain the safety of the employee and their work environment.
 - 2. If the administrator receives this information during the regular school day, they will remove the student or students allegedly responsible for threats or physical injury from the employees work environment and notify the student's or students' parents/guardians.
 - 3. If it is found that the student or students have issued a threat to the employee's safety or life in any form, the student or students will be administered consequences consistent with discipline procedures and/or board policy. When, in the opinion of the administrator it is feasible and the student and staff member(s) affected are ready, there will be a reentry meeting held prior to the student reentering the learning space with all available stakeholders (Student, staff, parents/guardians, administrator etc.).
 - 4. The consequences designated by the administrator shall be completed to the satisfaction of the administrator, prior to the student or students' admission back to the employee's work environment unless a delay would interfere with the student or student's rights to a free and appropriate education as provided under the law or the student's due process rights.

4.3 B- Employee Personal Property:

In the event that a staff member's personal cellular device is damaged or destroyed through the act of a student, the District will replace or reimburse the employee based on a replacement value or repair cost as determined by administration.

4.3 C- Air Quality

If in the opinion of the administration indoor temperatures are too hot or too cold to have or continue a school day safely, the District will cancel school or have an early release day. Administration will consider the effects on student learning, recommendations from the VT Department of Health, and recommendations from the Agency of Education in making such a determination.

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4.4 Representation

Any teacher required to appear before the administrator, principal, Superintendent, or School Board, concerning any matter which may adversely affect the continued employment of the teacher or which could result in disciplinary action, is entitled to have a representative present to advise during such meeting or interview. Teachers shall be advised of the nature of such meeting at least twenty-four (24) hours in advance, except in emergencies, as determined by the Superintendent. When an emergency meeting is called, the teacher shall appear as soon as possible, but shall be entitled to meet with his/her representative(s) for a maximum of thirty (30) minutes prior to such meeting. If these meetings occur during the contracted school day, (a) union representative(s) or employee(s) will be released to attend the meetings without loss of pay and benefits.

ARTICLE V RIGHTS OF THE BOARD

5.1 Recognition

In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education in and the efficient and economical operation of, the Kingdom East School District, except as specifically and directly modified by express language in a specific provision of this contract or by the laws of the State of Vermont, the Board retains all rights and powers that it has, or may hereafter be granted by law, and may exercise such powers at its discretion.

5.2 Preclusion

The Board's exercise of any management right of power in a particular manner shall not preclude the Board from exercising such right of power in any other manner which does not expressly violate this agreement. The Board's failure to exercise any right or power shall not be deemed a waiver of its right to exercise the same.

5.3 Emergency

None of the provisions of this agreement shall operate to preclude the Board from taking such action as it deems necessary for the care and protection of its students, employees, equipment and facilities in case of an emergency.

ARTICLE VI GRIEVANCE PROCEDURE

6.1 Definitions

- **6.1 A.** <u>Grievance</u>: Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- **6.1 B.** Grievant: The person, persons, or Association instituting a grievance at its initial step under this Agreement.

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- **6.1 C.** <u>Time Limits</u>: All time limits consist of teacher workdays during the school year as per the adopted District calendar and weekdays (Monday through Friday) excluding legal holidays during the rest of the year. Every effort will be made to resolve grievances by the end of the school year. Failure by the Grievant to adhere to these procedures within the specified time periods shall render the grievance null and void. Timelines may be extended by mutual agreement by both parties in writing.
- **6.1 D. Grievance Committee:** Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee. At least one Association representative shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance which is formally presented. Nothing herein contained will be construed as limiting the right of any teacher having a potential grievance to discuss the matter informally with the supervisor and having a grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- **6.1 E. Grievance Representation**: In the grievance procedure herein provided, the Grievant shall at all times be represented by the Association. The Association shall be the sole and exclusive representative of the Grievant. The Association shall at all times have the right to represent itself at grievance hearings and to present its positions with respect to matters of contract interpretations. The Board (and its officials) and the Association (and its officials) shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.
- **6.1 F.** Class Action: Unless otherwise mutually agreed, all grievances arising out of the same set of facts and/or involving the same issue shall be combined and considered as a single grievance.
- 6.2 Failure of any administrative body to render a decision within the specified time limit will allow the Grievant or the Association to advance the grievance to the next step in the Grievance Procedure.

6.3 Procedure:

Informal Resolution: The parties acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. The Association and the Boards in all cases will attempt to use informal resolution. When requested by the teacher, an Association representative may intervene to assist in this resolution. However, should the informal processes fail to satisfy the teacher or the Association, then a grievance may be processed formally as follows:

Step 1: The Grievant shall present the grievance in writing, setting forth the specific problem being grieved and the redress sought, to the immediately involved principal. The principal shall arrange for a meeting with the Grievant and the Association's Grievance Committee to take place within five (5) days of receipt of the grievance. The principal

must provide the Grievant and the Association with a written decision on the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based. No grievance shall be given formal consideration unless it is filed at Step 1 within thirty (30) days after the occurrence which gave rise to the grievance.

- Step 2: If the grievance is not resolved at Step 1, then the Grievant may refer the grievance in writing, indicating the reasons for dissatisfaction with the decision of Step 1 and the redress sought, to the Superintendent or official designee within five (5) days after receipt of the Step 1 decision. The Superintendent shall arrange for a meeting with the Grievant and the Association's Grievance Committee to take place within five (5) days of receipt of the grievance. The Superintendent shall render a decision in writing, giving reasons upon which the decision is based. Copies of the written decision shall be given to the Grievant and the Association within five (5) days of the meeting.
- Step 3: If the grievance is not resolved at Step 2, the Grievant may, within five (5) days of receipt of the Step 2 decision, forward the grievance to the Chair of the School Board or agent setting forth the reasons for dissatisfaction with the Step 2 decision and the redress sought. The Board shall, within ten (10) days of receipt of the appeal, hold a hearing with the Grievant and the Association's Grievance Committee. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall render a decision, in writing, giving the reasons upon which its decision was based. The written decision shall be delivered to the Grievant and the Association within five (5) days.
- Arbitration: If the Grievant is not satisfied with the disposition of the grievance at Step 3, then the Association may request binding arbitration in the matter. If a demand for arbitration is not filed within ten (10) days of the receipt of the Step 3 decision, then the grievance shall be deemed to have been withdrawn. Such request shall be in writing and shall be delivered in person or by registered or certified mail to the Superintendent. The appointment of an arbitrator shall be determined by mutual agreement by the Board or its designated representative and the Association, or its designated representative. Should the parties be unable to agree upon an arbitrator, then arbitration shall be requested from the American Arbitration Association; said request must be filed with the American Arbitration Association no later than thirty (30) days after the date of the aforementioned demand for arbitration. Decisions of the arbitrator in matters of grievance shall be final and shall not be subject to appeal by either party.

6.4 Agreement to Arbitrate

The Board, the Association and individual teachers understand that this Article IV of this Agreement contains an agreement to arbitrate grievances. After signing this Agreement, the Board, the Association, and the teachers understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator in accordance with the provisions contained in this Article.

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6.5 Evidence Disclosure

Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party.

6.6 Arbitrator Powers

The arbitrator shall have no power to alter, add to, subtract from, change or disregard any of the terms or provisions of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper, save that the arbitrator shall not require the Board to perform any act contrary to state or federal statutes. Further, in the event that the arbitrator awards interest on any back pay award, the interest shall be as provided by the Federal Rules of Civil Procedure.

6.7 Arbitration Cost

Each party shall bear the full cost for its representation in the arbitration. The costs of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party shall bear the full cost for the transcript.

6.8 Grievant Representation

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no teacher shall be required to discuss any grievance if the Association's representative is not present. However, the named Grievant will be required to be present during discussions required to process grievances.

6.9 Grievance Step By-Pass

Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Grievances involving an administrator above the building level may be brought by the Association.

6.10 Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any teacher because of participation in this Grievance Procedure.

6.11 Grievance Investigation

The Board, the Administration, and the Association agree to cooperate in the investigation of any grievance, and, further, agree to furnish each other with such information as is established to be pertinent to the processing of any grievance. Should the processing of any grievance require that a teacher or an Association representative be released from a regular assignment, the teacher shall be released without loss of pay or benefits. However, no grievance shall be initiated or processed during assigned working hours, except by mutual agreement.

6.12 Grievance Documentation

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

6.13 Withdrawal of Grievance

A grievance may be withdrawn at any level without establishing precedent.

6.14 Testimony of Minors

Under no circumstances shall a minor child be involved in the investigation, filing, processing, or hearing of any grievance by an advocate representing the Association or the Grievant unless prior written consent from a parent or a legal guardian has been filed at least 24 hours in advance of such involvement provided the notice is submitted to the Superintendent's office during regular business hours, 8:00 a.m. to 4:00 p.m.

ARTICLE VII TEACHER EMPLOYMENT

7.1 As a condition of employment, each teacher, other than substitutes, shall have a signed individual contract which shall specify the teacher's annual salary, position on the salary schedule, licensure status, percentage of full-time employment, the school, subject and/or grade level(s) he/she will be assigned.

7.2 Issuing Contracts

The Board shall issue a contract of employment annually to those teachers whom it intends to re-employ. Contracts shall be issued on or before April 15 of each year.

- 7.2 A. Contract Return: A contract offer issued to a teacher shall be signed by the teacher and returned to the Superintendent within twenty (20) calendar days; the failure to do so shall be deemed a refusal of the contract offer and the position shall be declared open. Teachers may return contracts electronically to the Superintendent by the due date and then, forward the original copy to the Superintendent. Contracts issued under this paragraph shall be adjusted after a successor to this Agreement is ratified to reflect the terms of said successor Agreement. Additional extension time may be granted at the discretion of the Superintendent.
- **7.2 B.** <u>Licensure:</u> A contract of employment issued by the Board and signed by a teacher shall be null and void if, by July 1, the teacher fails to provide the Superintendent a copy of a valid Vermont educator license for the assignment for the school year covered by the issued contract. An email confirmation from the AOE shall satisfy this requirement
- **7.2** C. Newly Hired Teachers: A contract of employment issued by the Board and signed by a newly hired teacher shall be null and void if the teacher fails to provide the Superintendent a copy of a valid Vermont educator license for the assignment or verification from the Vermont Agency of Education Licensing Department for the ensuing school year, prior to the first professional development day.
- **7.2 D. Successor Agreement:** In the event the Board and the Association have not ratified a successor to this Agreement by April 15, individual contracts will be issued which reflect the teacher's then existing salary and full-time equivalent.

7.3 Provisional Licenses

Teachers holding temporary licenses (e.g., provisional or emergency) must provide, to the Superintendent, proof that they have been issued or shall be issued either a Level I or a Level II license by June 30.

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- **7.3 A. Responsibility:** Obtaining the required license by the stated deadline is the teacher's responsibility.
- **7.3 B. Expiring Temporary Licenses:** Teachers holding expiring temporary licenses (e.g., provisional or emergency) shall notify the Superintendent, in writing, by April 1, of their specific progress and timeline toward obtaining a Level I or a Level II Vermont Teaching license.
- **7.3 C. Deadline:** If a teacher fails to meet the deadline of June 30, any issued contracts shall be rendered null and void.
- **7.3 D. Extensions:** At the Superintendent's sole discretion, deadlines in section 7.3 can be extended with documentation by the teacher of progress toward the license, including submission by August 1 to the Agency of Education of all required materials.

7.4 Temporary Contracts

The Board shall have the right to issue a non-renewable, temporary, contract. The contract will clearly disclose that it is for a period of one (1) year or less which expressly eliminates the teacher's right of contract renewal and layoff and recall to a teacher who:

- Replaces a teacher who is granted a leave of absence.
- Received an initial contract after June 15.

After serving under a temporary contract, if a teacher is subsequently hired as a continuing employee, the year served on a one full year Temporary contract will serve as the first year of the teacher's probation.

7.5 Open positions

Prior to the filling of any teaching position (including either a reassignment or transfer) in the Kingdom East School District, a written notification of the vacancy will be posted in each school building and shared with teachers electronically.

7.6 Transportation

Teachers will not be required to transport students in their personal vehicles. If teachers use personal vehicles for official school business, they will be reimbursed at the IRS rate.

7.7 Mentoring Program

The Board and the Association recognize that the induction of new teachers through a formal mentoring program will help to promote excellence in teaching and improve student achievement. The Board agrees to continue a mentoring program for new teachers. The focus of this program will be to provide support as a professional teacher. The Board agrees to provide training to teacher mentors. Teachers assigned as mentors shall be paid a stipend as established in the co-curricular stipend schedule. The length of mentoring will be one or two years based on a collaborative decision to best serve the new teacher.

7.8 Mentors

No teacher, acting as a mentor, shall participate in any evaluative capacity regarding any assigned teacher, including, but not limited to, providing the School District any documents or

written or oral statements regarding any aspect of an assigned teacher's work. The only exception is reporting requirements mandated by law.

7.9 Personal Care

The Administration shall ensure that no employee assigned the task of the personal care of a student, i.e. toileting, changing clothes, etc., shall perform these duties without having another employee present.

7.10 Hepatitis B

Any teacher who has reasonable anticipated contact with blood and is considered to have occupational exposure to hepatitis is eligible for a Hepatitis B vaccine. Immunizations shall be made available to employees at no cost to the employee. Employee shall submit a claim to their insurance and if denied, the Board will pay the cost.

7.11 Facility Use

Pursuant to Board policy and practice for such use, the Association may use such facilities and equipment as are normally located within the school at reasonable times and upon prior approval the principal or designee, provided that such use does not interrupt normal school activities and operations and provided such use does not occur during the defined teacher work day. Any cost or repairs beyond ordinary maintenance resulting from the use of such equipment, and the cost of materials, shall be borne by the Association.

7.12 Association Business

Members or representatives of the Association shall be permitted to transact official business of the Association on school property provided that this does not interfere with any assigned duties, school programs and operations.

7.13 Mail

Employees shall be given a designated place to receive mail. The Association may use the employee mailboxes and a central bulletin board for communications, provided such use does not interfere with any assigned duties, school programs or operations.

ARTICLE VIII SALARIES AND DEDUCTIONS

8.1 Placement

The salary of each Teacher shall be determined in accordance with the qualification and experience levels specified in the appended Salary Schedules which are a part of this Agreement. The following criteria will be used to evaluate experience for the purpose of determining years of experience for the initial placement of employees on the salary schedule. Experience is granted for years of professional practice at an accredited, licensed, public, private or state-approved and recognized preschool, elementary, secondary, post-secondary institution, or educational agency/organization. In order to be credited, accumulated work experience

must be at least .5 FTE and be a minimum of a semester or one half year.

Nurse salary placement: for the term of the current contract registered nurses (RN) will receive one year of experience toward step for every year of experience in the field.

8.1 A. Each subsequent year Teachers will move down the salary schedule one step unless the Teacher receives education and training, which would also allow for column moves.

8.2 International Hires

The Superintendent may hire a qualified teacher for a maximum three (3) year teaching position for applicants eligible through the United States Visa Program. Teachers working under this provision will be subject to all Visa requirements that supersede this negotiated agreement. All other provisions addressed herein and not addressed in the Visa requirements apply to international hires (new).

8.3 Part time teachers, step movement

Any teacher employed for fifty percent (50%) or more of the required teacher days per the school calendar shall be given full credit for one (1) year of service toward the next increment step for the following year.

8.4 Paycheck Issuance

Teachers will be paid in twenty-six (26) substantially equal bi-weekly installments. Pay periods will be published prior to the start of the school year.

- **8.4 A. Commence**: The first teacher payroll shall commence within two weeks of the first student day
- **8.4 B. Direct deposit:** Electronic deposit will be available for all teachers.
- **8.4** C. <u>Summer Lump Sum:</u> Any teacher may elect to receive summer pay in the last June payroll provided written notice is given to the Superintendent to this effect by June 1 of the contract year.
- **8.4 D.** Any teacher leaving the service of the District during the year (including an unpaid leave of absence) shall be paid all money due with the next scheduled payroll.
- **8.4** E. End of Service: Any teacher who, in June, does not hold a signed contract for the next school year shall be paid all sums due no later than the last pay period in June.

8.5 Salary Pro Rated

Teachers employed on a part-time basis shall have their salary prorated for the actual time for which they are employed, and in accordance with their education and experience levels as indicated on the salary schedule. All the benefits of this Agreement will also be on a pro rata basis based upon the actual time for which the part-time teacher is employed.

8.6 Column Movement

A teacher who is eligible for column movement will first be granted their step increase and then moved to the appropriate column. Teachers who qualify for movement to the next higher salary column will have the new figure reflected in their salary commencing September 1 as provided in the details below:

- **8.6 A.** Column Movement Deadlines: In all cases, to qualify for a column movement, the teacher must file a written request for the column change to the Superintendent on or before December 1 of the year prior to when the column movement will take place. The teacher shall arrange for official written documentation of completed coursework to be on file with the Superintendent's Office upon completion of coursework.
- **8.6 B.** Approved Courses: All courses the teacher intends to use for salary column movement shall be submitted to the Superintendent for approval. The Board shall be under no obligation to grant salary credit for any course that has not been approved. Approvable courses shall be graduate level unless otherwise approved by the Superintendent.
- **8.6 C. Course Content:** All courses shall be either subject matter or professional education courses germane to the teacher's specific assignment and/or which relate to the District's or school's continuous improvement plan or goals. To be eligible for salary schedule column advancement, a teacher must receive a grade of B or better or a passing grade if the course is taken on a pass-fail basis.
- **8.6 D.** Masters/CAGS: For teachers applying for specific column movement related to degree programs beyond a bachelor's (master's or Certificate of Graduate Study CAGS), provided notification was given to the Superintendent by December 1 of the preceding year, it will be necessary only to submit to the Superintendent proof of the awarding of the degree from an approved institution.
 - **8.6 D. (1) Definitions:** An approved institution shall mean one which is approved either by National or Regional Association of Colleges and Secondary Schools and/or under the Vermont statutes or a similar national accrediting organization.
 - **8.6 D. (2)**Relevant Degree: In order for a teacher to be placed in the MA or CAGS category, said degree must be directly related to the teacher's instructional assignment.
 - **8.6 D. (3)**Column Movement Limitations: Column movement shall be limited to one (1) column move per fiscal year with the exception of an earned master's or CAGS. Schedule advancement and corresponding salary increases shall become effective when evidence of completion of college work or the awarding of the degree is provide
 - **8.6** E. <u>Prorated Pay:</u> Any Column movement will be prorated from the date of course/degree completion and must be submitted by May 31st of that fiscal year to receive schedule advancement.

8.6 F. Column Movement Beyond a Degree: Column movement beyond a BA and MA can only occur after the degree is obtained. Only after the degree is obtained can additional credits be counted for future column movement. In circumstances where a teaching position requires dual (or multiple) licensure, concurrent credits may be counted only if prior request is made in writing by the administration to the teacher, requesting the additional licensure and requisite academic preparation.

8.7 Day Pay Rate

A day's pay is defined as one one-hundred-and-eighty-sixth (1/186) of a teacher's appropriate salary.

- **8.7 A.** Teachers whose contracted positions require additional days beyond the 186 workday shall be compensated for the additional contracted days at their usual rate of daily pay.
- **8.7 B**. All days that are paid per diem shall receive prior approval of the Superintendent.

8.8 Long-Term Substitute Teachers

The District may employ a long-term substitute teacher when: 1) a contracted teacher is on leave of absence; 2) during a transition period between the employment of one contracted teacher and another contracted teacher; 3) in the event of a newly created position, at the time the position was created. Pay shall be the normal substitute teacher pay for five (5) days, after which time the long-term substitutes will be paid based on their placement on the teacher salary schedule as determined by following 8.1. Long -Term Substitutes are not eligible for benefits. They must have or be eligible for a teaching license if they are working for more than 30 consecutive school days.

8.9 Retirement

A \$1500 retirement bonus will be paid if a teacher has been employed for the district for 10 years, if the board is notified in writing not later than December 15 of the preceding year of the retirement.

8.10 Co-Curricular

The Association and Superintendent shall work collaboratively during the 25-26 school year to develop a uniform co-curricular stipend schedule to be implemented by FY27 school year.

ARTICLE IX INSURANCE AND BENEFITS

9.1 Disability Insurance Plan

The Board will provide a "Long-Term Disability Insurance Plan (LTD)." Approval is determined by the LTD provider. If approved, this benefit takes effect in the event a teacher is disabled for more than ninety (90) consecutive calendar days.

9.2 Unless otherwise provided by state or federal law, once a teacher has been receiving long-term disability benefits pursuant to this Article for a period of eighteen (18) consecutive months or at the end of the school year (August 22 - June 20) whichever is greater, said teacher shall no

longer be considered an employee of the District. Concurrent with a teacher's approved statutory leave (W/C, FMLA and/or VPFLA), the board will follow state / federal law. If the employee is terminated as provided under this provision (9.6), the employee will have the ability to exercise his/her right under current COBRA law.

9.3 The Board agrees to provide insurance coverage for each eligible employee (as defined herein) subject to the rules, regulations and eligibility requirements of the individual insurance carrier unless such eligibility requirements are modified by the terms of this Agreement. The Board 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 Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage terms. The Board is not responsible for any revisions or amendments to the insurance plans made by the carrier.

9.4 Health Insurance Plans

The VEHI health plans fall under the statewide bargaining agreement. KESD health insurance benefits are subject to change should the statewide bargaining agreement change within a multi-year district agreement.

9.4 A The premium share shall be based on provisions set forth by statewide health insurance bargaining

9.5 Section 125 Plan

The District shall establish an IRS Section 125 Account which shall allow for pre-tax health insurance premium payments. The Plan shall allow for Board and Teacher contributions into a Flexible Savings Account (FSA). Participation in this Plan is at the option of the teacher. Teachers shall be permitted to roll over at the current IRS amount.

9.6 Buyout

A payment in lieu of health benefits in the amount of \$1,000.00 (single), \$2,000.00 (Parent/Child(ren) and 2-Person), and \$3,000.00 (Family) will be paid in two installments to any teacher who is eligible to receive, and elects not to participate in, the group health insurance plan and provides proof of insurance coverage through another source(other than Medicaid). This benefit applies to employees as per the statewide bargaining agreement.

- **9.6 A.** An employee is not eligible for this employer payment if their Domestic Partner is enrolled in a group health insurance plan within the Kingdom East Unit.
- **9.6 B.** The employer payment will be prorated for less than a full year of participation in the health plan or less than a full-time equivalent. This payment is for the fiscal year running July 1st to June 30th and shall be paid in two payments the first payrolls in December and June of each year.

9.7 Dental Insurance

The Board shall provide and pay 100% of the premium cost of the VEHI Dental Plan for a single membership for each Teacher. The teacher may purchase two-person or family coverage and pay the additional cost.

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ARTICLE X WORK DAY - WORK YEAR

10.1 Work Year

The work year for teachers shall extend from July 1 through June 30 and shall consist of one hundred eighty-six 186 days. Annually, the Superintendent shall determine the number of student days and non-student days for the ensuing year; the Superintendent shall advise teachers by June 1 of the designation of these days. All teacher work days will be scheduled by the Board.

10.1 A. New Hires: During their first year of employment, teachers new to the School District shall work five (5) additional days for orientation and development as determined by the Superintendent. Teachers new to the District will be paid per diem for the orientation days.

10.1 B. Non-Student Days:

- **10.1 B. (1)** <u>Preparation Day:</u> A minimum of the equivalent of two (2) teacher days at the beginning of the year and 1 at the end of the school year (3 days total) shall be scheduled for teacher preparation purposes. Preparation purposes shall include classroom and material preparation, room set up/clean up and required paperwork and forms.
- **10.1 B. (2)** <u>Transition Day:</u> A total of the equivalent of one day either at the beginning or end of the year shall be used for transition activities. Transition activities may include, but are not limited to, discussion with prior year teachers, discussion of specialized instruction needs and other activities beneficial to the transition process. The transition day can be any portion of one full day thereof split between the beginning and end of the year.
- **10.1 B. (3)** The schedule for the four days listed in 10.1. B will not include all-faculty scheduled meetings.
- **10.1 B. (4)** Moving Day: Teachers will get paid 1 day at their per diem rate when they are asked to move their classroom.
- **10.1 C.** <u>Teaching Service:</u> The period of teaching service shall include days when students are in attendance, orientation days, in-service days, and any other days on which teachers' attendance is required.
- **10.1 D.** <u>Calendar:</u> The Association shall be provided the opportunity to review and provide feedback on the proposed calendar for the subsequent school year. Final approval of the calendar is within the sole purview of the Board.
 - **10.1 D. (1)** Changes: Non-emergency changes in the Board approved calendar shall be made after agreement between the Association and the Board unless otherwise mandated by state statute.

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10.1 D. (2) Final Calendar: In the case of emergency days, the end of the year student and teacher last day will be announced on or before May 1.

10.1 E. Emergency Closings:

When an emergency cancellation is called, teacher attendance will not be required when student attendance is not required. This includes, but is not limited to, inclement weather, extreme temperatures, etc.

10.2 Work Day

An eight (8) hour standard workday, including begin and end times for all teachers in each school, will be determined by the Administration of that school and communicated prior to the start of the school year. The length of the student day will be the same across schools and will not exceed 7.5 hours.

- **10.2 A.** <u>Alternatives:</u> To allow for flexible student pathways to learning, alternatives to the standard work day may be necessary and prearranged, based on student need, with the principal and teacher, and documented in writing, prior to the occurrence.
 - **10.2 A. (1)** In all cases, the alternative described in this section will be an 8-hour work day and will not start before 7 a.m. or end after 5 p.m unless mutually agreed upon.
 - **10.2 A. (2)** The alternate work day schedule, based on student need, will be planned and scheduled one month prior to the occurrence, and mutually agreed upon by the teacher and administration and communicated to the Association.
- **10.2 B.** <u>Flexibility</u>:During a week when a meeting is scheduled beyond 3:45, there is added flexibility so teachers may leave early on other days during a two week period.
 - **10.2 B. (1)** Scheduling of the flexible work day hours will be at least one (1) month in advance, and communicated electronically.
 - **10.2 B. (2)** In all cases, the flexible work day hours described in this section will not start before 7:00 a.m. or end after 4:30p.m., unless mutually agreed upon.
- **10.2** C. <u>Faculty Meetings:</u> There will be no more than two (2) required faculty meetings per month, unless agreed upon by administration and attendees.
- **10.2 D. Evening:** Staff attendance will be required at no more than six (6) evening school events per year, two (2) of which are parent conferences (example, but not limited to: open houses, concerts, math and literacy nights, graduation).
 - **10.2 D. (1)** Attendance at evening meetings will vary depending on the specific teacher role. For example, a primary teacher may have a writing event, a middle school teacher may attend a math night, a music teacher may attend a concert.

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- **10.2 D. (2)** It is understood that on every occasion, during a week when an evening meeting is scheduled, every effort will be made to add flexibility so teachers may leave early on other evenings during the two-week period.
- **10.2 D. (3)** Scheduling of any evening meetings and flexibility in the standard work day will be made at least two (2) months prior to the event.
- **10.2** E. Every effort will be made to schedule required student-centered meetings with parents during the teacher's workday (such as early release days).
- **10.2 F.** Lunch: Except in emergencies, the Administration will assign teachers a minimum of a twenty-five (25) minute duty free lunch each day.
- **10.2 G. <u>Planning</u>:** The Administration shall assign full time teachers an uninterrupted planning period of no less than forty-five (45) minutes each teacher day, in addition to lunch. During planning time teachers will have access to their classroom, but if students are in the room teachers shall not interfere with a class that is using the space.

ARTICLE XI LEAVES AND ABSENCES

11.1 Sick Leave

The Board will grant up to fifteen (15) days of annual sick leave per year, accumulative to one hundred ten (110) days.

- 11.1 A. <u>Leave Bank</u>:-A Teacher in need of additional sick days for their own illness or the illness of a child spouse/domestic partner that is considered serious, or extended, may make a written request of the Superintendent for additional sick days. The maximum amount of additional sick leave granted from the leave bank is limited to 25 calendar days. This provision is not intended for a normal pregnancy leave. Donations may only be from a Teacher, who is contracted and will be employed in the next calendar year. The district will maintain a procedure for donation to and use of sick leave.
- 11.1 B. Notice: Notice of accumulated sick leave will be provided on electronic pay stubs.
- 11.1 C. <u>Physician Certification:</u> The use of sick leave shall only be for bona fide illness. A consecutive use of sick leave in excess of five (5) days shall require certification by an attending physician. However, it shall be the right of the Superintendent to require verification of illness in any instance in which he/she has reason to believe that the use of sick leave has not been for a bona fide illness. Abuse of sick leave may be subject to disciplinary action.
- **11.1 D** <u>Accumulated:</u> Unused sick days shall accumulate from year to year to a maximum of one hundred ten (110 days). If a teacher has accumulated over 110 days they shall get paid \$95 per day that is unused during the school year.

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11.1 D. (1) Upon leaving the District in good standing, a teacher with a minimum of five (5) consecutive years of service in Kingdom East (or merging Districts) shall be reimbursed in the first payroll of July, for up to one hundred ten (110) sick days according to the provisions of the schedule set forth below.

Continuous Yrs. Of Service <u>In the SU</u>	Required Minimum <u>Accumulated Unused Sick Days</u>	Reimbursement <u>Rate</u>
5 to 10 years	65 days	\$30/day
11 to 15 years	65 days	\$40/day
16 or more years	65 days	\$50/day

11.2 Bereavement Leave

Up to five (5) days per occurrence paid leave may be taken for each death in the immediate family or household. Up to three (3) days of paid leave may be taken for the death of other family or loved ones per occurrence, the days do not accumulate from year to year

- **11.2 A. <u>Definition:</u>** Immediate family members are defined as an employee's spouse, domestic partner or civil union partner and their parents, stepparents, siblings, children, Stepchildren, foster children, wards, grandparents, or grandchild.
- 11.2 B. Extension: The Superintendent may at his/her sole discretion, extend bereavement leave.

11.3 Personal Leave

- 11.3 A. General: All teachers shall be entitled to four (4) days personal leave per year for personal, legal, business, household, or family matters which require absence during the school hours. The administrator shall not ask the employee to state the reason. The teacher shall notify the building principal/designee that personal leave is to be taken at least one (1) day before taking such leave (except in cases of emergency).
- **11.3 B.** <u>Before/after Vacations, Holidays, In-Service</u>: Personal leave shall not be used during in-service, the day before or the day after a vacation or holiday, except for verifiable emergencies or extenuating circumstances. In all cases the request for this exception will be made by the employee in writing, and the approval is at the sole discretion of the Superintendent.
- **11.3** C. <u>Unused:</u> The Board will pay teachers who have unused personal days in the amount of \$95.00 (ninety-five) per day up to a maximum of two (2) days. Payment, in full day increments, will be made annually on the last pay period in June.

11.4 Professional Leave

Up to five (5) days of professional leave may be granted, at the discretion of the Superintendent and principal for the purpose of visiting other schools or attending meetings or conferences of an educational nature when such attendance or visitation would be of educational benefit to the District.

11.4 A. Requests for professional leave will be submitted in writing and submitted to the principal at least two weeks before the requested leave day. The teacher shall be notified whether the request has been approved.

11.5 KEEA Business

The president of Kingdom East Education Association (KEEA), or the president's designee(s), shall be granted leave without loss of pay up to the total of five (5) days for the purpose of visitation or other Kingdom East Association business. All associated expenses will be borne by Kingdom East Education Association, including the cost of a substitute.

11.6 Jury Duty

Teachers who, during regular working hours, are required to serve on a jury or are required to appear in court, in person, in response to a jury duty summons, or are required to report for jury examination or to qualify for jury duty, shall receive their regular salary. The District may file with the court requesting that the teacher be excused from jury duty due to the hardship on the School District and students. Teachers must submit written evidence of their call to duty, to include date, time spent on duty, and money earned. Any sum given to the employee on jury duty as a travel expense is to be retained by the employee.

- 11.7 Workers' Compensation: A teacher injured in the course of employment is insured by the employer through Workers' Compensation insurance. This is mandated by law and provides applicable payments for medical bills, resulting disabilities, and loss of wages per Vermont Workers' Compensation statute [21 V.S.A. Chapter 9].
 - **11.7 A. Wages:** Teachers will be paid as per workers' compensation state and federal rules for necessary absences caused by a job related accident or injury. The Teacher may use accumulated sick days in addition to workers compensation to make up the difference in hours if they so choose by half hour increments.
 - **11.7 B. Coverage Denied**: The Teacher may use accumulated sick days.
 - **11.7** C. Once a Teacher starts receiving workers' compensation benefits pursuant to this section, available leave will run concurrently with a Teacher approved statutory leave (W/C, FMLA, VPFLA). The district will not be responsible for contributing toward the premium costs of health insurance and other insurance once all available leave has been exhausted.

11.8 Prorating Leave Benefits

Part-time teachers shall be entitled to all leaves noted in this article on a pro rata basis, based upon the teacher's full-time equivalency (FTE) under one of the following methods:

11.8 A. A teacher contracted to work partial days for an entire year shall be entitled to the total number of days noted in this article but shall be paid a pro rata amount for each day of absence, i.e., a teacher contracted to teach one-half a day, will receive one-half day of pay for each day of absence.

- **11.8 B**. A teacher contracted to work full days for part of the school year shall receive a full day's pay for each day of absence, but shall only be entitled to a pro rata number of the specified days of leave.
- **11.8** C. A teacher contracted to work partial days for part of the school year shall have both the specified number of days and pay for each day prorated by the FTE.

11.9 Parental Leave

- 11.9 A. Upon the birth or adoption of a child, a teacher may elect to access VPFLA and FMLA. Teachers should reference the Vermont Department of Labor for specifics concerning FMLA and VPFLA. Upon the birth or adoption of a child, if a teacher has more accumulated leave days than allowed by VPFLA and/or FMLA, the teacher may elect to use any unused leave days for parental leave.
- 11.9 B. All benefits to which a teacher was entitled at the time such leave of absence commenced, shall be restored upon return from such leave and the teacher shall be assigned to the same position, if available, which was held at the time the leave commenced, or if not, to a substantially equivalent position.
- **11.9** C. Neither salary step credit nor other leave benefits shall accrue during the period a teacher was on a parental leave of absence.
- **11.9 D.** While on parental leave, a teacher may elect to continue coverage under the various insurance plans, if allowable under the terms of the policies, providing the teacher assumes the full cost of the total premiums and forwards the total payment to the District Treasurer.

11.10 Unpaid Leaves of Absence

- **11.10 A.** Unpaid leaves of absence may be granted for the following reasons:
 - **11.10 A. (1)** Sabbatical (full academic program) may be granted after seven (7) accumulated years of service in the District.
 - 11.10 A. (2) Personal (health, family, travel) or other reasons.
 - 11.10 A. (3) Other leaves of absence may be granted at the discretion of the Board.
- **11.10 B.** Coverage: While on unpaid leave, a teacher may elect to continue coverage under the various insurance plans, if allowable under the terms of the policies, providing the teacher assumes the full cost of the total premiums (and all out of pocket costs) and forwards the total payment to the District Treasurer.
 - 11.10 B. (1) <u>Granting</u>: Leaves of absence under 11.10 A. (3) may be granted at the discretion of the Board. The teacher shall notify the Superintendent no later than February 1 of the intent to return from the leave of absence. In the absence of such notification, the position vacated is considered open.

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11.10 B. (2) Return: Upon return from such leave, the teacher shall be assigned to the same position (provided that this position has not been eliminated) or substantially equivalent position. A teacher on leave will be notified in writing of his/her assignment by April 15. No step increment shall be awarded for this type of personal leave. All benefits to which a teacher was entitled at the time such leave of absence commenced shall be restored to him/her upon return from such leave (provided they are still offered in the negotiated agreement).

11.10 C. <u>Seniority:</u> Any approved leave of absence shall not constitute a break in seniority.

11.11 FMLA

A teacher must notify the Office of the Superintendent of schools as soon as possible when they expect to be unable to perform the essential functions of their job for more than three (3) days. The Board shall comply with the requirements of the federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA). Any paid leave used for FMLA or VPFLA (paid or unpaid is the employee decision) will run concurrent. In the application of FMLA and/or VPFLA, the term "year" shall be defined as beginning on July 1 and ending on June 30.

11.12 Statutory Leave

To the extent that any statutory provisions are applicable to the Board, the Board shall comply with such requirements. This includes the federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA).

11.13 Military Leave

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 and with right of return in accordance with applicable state and federal law.

11.14 Recording

All teachers shall record their leave within a week of occurrence unless they are unable to based on emergency circumstances.

ARTICLE XII EVALUATION, DISCIPLINE and DISCHARGE

12.1 Purpose

The Board and teachers agree that the purpose of teacher evaluation is to improve the quality of instruction, and that evaluation is an ongoing process. All monitoring, observation or evaluation of the work performance of the teacher will be conducted openly by an administrator, scheduled collaboratively and no formal evaluation will be based upon a single observation of a teacher. The evaluation process may include feedback from teaching professionals, however, this feedback is not intended to be used as the primary source of the evaluation.

12.2 Evaluation

No later than October 15 of each year, teachers will be notified of what evaluation track they are on.

Those on Administrative Consultation (excluding teachers new to their position and probationary teachers) must have one evaluation cycle completed prior to April 1st.

12.3 Evaluation Conference

Teachers will be given a written summary, with feedback within five (5) days, for any observation used in the evaluation process. Teachers will, upon request, be entitled to a conference to discuss the report, which will be scheduled within five (5) days of the request being made. 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.

12.4 Written Evaluation

Each teacher will receive a copy of the written summative evaluation report within ten (10) school days of the completion of the summative evaluation. If requested by either the teacher or the evaluator, a post conference will be conducted to discuss the summative evaluation, within ten (10) school days of receipt of the written summative evaluation.

12.5 Signing of Evaluations

The teacher and evaluator shall sign the official school copy of the evaluation report, indicating that the report has been seen by the teachers and discussed with the evaluator. The teacher shall receive a copy of the same. Such signatures by the teachers shall not be construed to indicate either agreement or disagreement with the contents of the evaluation report. No teacher will be required to sign a blank or incomplete form. The teacher may attach a written rebuttal to the report.

12.6 Teacher Files

The Board agrees to establish only one (1) personnel file to be kept in the office of the Superintendent. All items that are evaluative in nature which are placed in the personnel file must be signed by the teacher.

12.7 Teacher File Review

A teacher will have the right, upon request, to review the individual personnel file and to receive a copy of any documents contained therein. A teacher will have the right to have a representative during such review. A teacher will have the right to indicate those documents and/or materials believed to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent and, if agreed, the documents will be destroyed.

12.8 Additions to Teacher Files

No material derogatory to a teacher's conduct, services, character, or personality will be placed in the personnel file without the teacher having an opportunity to review such material. The teacher will acknowledge that the chance to review such materials by signing the copy to be

filed, with the express understanding that such a signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written response to such material and the response will be reviewed by the superintendent or designee and attached to the file copy.

12.9 Date of Contract Non-Renewal

Eligible teachers not to be re-employed for the following school year will be so notified by April 10. An eligible teacher not so notified by April 10, shall receive a contract for the following year.

12.10 Probationary Period

During a Teacher's first two (2) years of employment by the Board, the teacher shall work under a probationary teaching contract. See section 7.5 for evaluation of probationary teachers. A minimum of two (2) written evaluations are required, but such observations and evaluations are not subject to the grievance/arbitration provisions of this Agreement. One evaluation shall take place prior to December 20, and one (1) evaluation shall occur prior to March 30. These evaluations should have at least twenty (20) student days between them. During this period of probation, a Board decision to suspend, terminate or non-renew the teacher's teaching contract will not be subject to the grievance/arbitration provision of this Agreement. If the Board decides not to renew the teacher contract, the teacher shall be notified on or before April 10.

12.11 Contract Non-Renewal Guidelines

Except for probationary teachers, no teacher shall have a contract non-renewed, or be disciplined, or discharged without just and sufficient cause. Any suspension of a teacher, pending final action by the Board, will be with pay. The nonrenewal of a teacher's contract or the suspension or dismissal of a teacher during a school year may only be appealed by the teacher by following the grievance procedures outlined in 16 VSA SS 1752 or the grievance and arbitration procedures in Section VI of this agreement. The election of one method of appeal shall preclude the other. In no case shall this be done publicly, unless by mutual agreement.

12.12

Any complaint regarding a Teacher made which is used in connection with the teacher's performance evaluation or discipline shall be reduced to writing and signed and dated. If the complainant will not sign the document, the Administration shall sign it. The complaint shall be promptly investigated with notice of the substance of the complaint called to the attention of the Teacher. The Teacher will be given an opportunity to respond to and/or rebut such complaint.

12.12 A. <u>Communication:</u> There will be weekly (if applicable) communication between the administrator and the teacher concerning the status of an investigation regarding a written complaint. The administrator will make every effort to conclude the investigation in a timely manner.

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ARTICLE XIII. PROFESSIONAL GROWTH

13.1 College Courses

To encourage greater participation in professional training, the Board will pay any regularly employed teacher's tuition costs in advance for a course, program of advanced education, peer review or National Board Certification . Any such professional development shall be relevant to the teacher's position, professional development plan and/or the school and District Continuous Improvement Plans.

- **13.1 A. <u>Definition:</u>** Any course above the bachelor's level taught by an accredited college or university.
- 13.1 B. <u>Approval</u>: The Board will pay up to the cost of six (6) graduate credits per year at Northern Vermont University's academic year rates for academic courses, peer review or National Board Certification. This does not limit the number of credits the Board will pay, if said credits or peer review fall within these monetary limits. Credits paid from grant funds will not count towards these monetary limits. Payment will be made upon receiving a bill from the college or organization. If necessary, a letter will be forwarded to the college guaranteeing payment.
- 13.1 C. Reimbursement and Expenses: Prepayment and reimbursement are conditional upon the teacher providing the Superintendent with proof that the teacher 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 no instance will the amount exceed the actual tuition or peer review costs involved. Upon approval of a course or peer review by the District, the Superintendent shall approve a request for prepayment of the course or peer review.
 - **13.1 C. (1)** Money Advanced: Monies advanced to the teacher through prepayment of the course or peer review shall be considered advanced under a loan agreement and, if situations necessitate, authorizing payroll deduction for the amount of the course or peer review.
 - **13.1 C. (2)** <u>Course Withdrawal</u>: If the teacher withdraws from the course or peer review and/or fails to meet the grade requirement, the cost of the course will be deducted from the teacher's payroll in equal installments for the remainder of the year. Teachers not returning to the District shall repay the course reimbursement within sixty (60) calendar days.
- **13.1 D. <u>Relevance:</u>** All courses must be relevant to the teacher's position, professional development plan and/or the school and District Continuous Improvement Plans. The Superintendent shall determine whether a particular course or peer review satisfies these requirements.

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13.2 Workshops and Seminars

- **13.2 A. <u>Definitions</u>**: Workshops and seminars are defined as any professional development that is not a college course or formal peer review program.
- **13.2 B.** Approval: Prior approval is required for all workshops or seminars. If a teacher is required by the principal/Superintendent to attend meetings or conferences, the Board will reimburse the Teacher for any required registration and preapproved transportation/mileage costs for attending.
- **13.2** C. <u>Reimbursement and Expenses:</u> Expenses for workshops, lodging, registration fees, etc. are not considered a tuition benefit. Any of these costs must be pre approved in writing by the principal/Superintendent.
- **13.2 D. <u>Completion:</u>** All workshops and seminar participation require a certificate of completion. If this is not submitted, 14.1 C1 and 14.1C2 above apply and the teacher must reimburse the Board.
- **13.2 E. <u>Relevance</u>**: All workshops and seminars must be relevant to the teacher's position, professional development plan and/or the school and District Continuous Improvement Plans. The Superintendent shall determine whether a particular course or peer review satisfies these requirements.

13.3 Grant Funded Professional Development

- **13.3 A. <u>Definition</u>**: Any type of professional development funded through local, state or federal grants.
- **13.3 B.** <u>Approval</u>: Prior approval of the superintendent or designee is required for grant funded professional development.
- **13.3** C. Reimbursement and Expenses: All reimbursements and expenses are determined through the specific grant requirements and must follow the Kingdom East District expense and reimbursement policies. Any reimbursement requests that do not follow correct procedures shall not be paid.
- **13.3 D. <u>Completion</u>**: Upon completion of any grant funded programs, teacher must submit documentation of completion.
- **13.3 E.** Relevance: Teachers who elect to participate in grant funded professional growth are required to remain in the District for the same number of years as the duration of the grant paid professional growth. If a teacher resigns from a position prior to this time, the funding of the professional development shall be considered a loan and must be returned to the District.

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13.4. Pool Funds

Teachers interested in enrolling in more courses than this contract allows may apply for pool funds for courses already completed and paid for by the teacher. Pool fund requests must be submitted in writing by May 31, and will be evenly distributed to all approved applicants and awarded by August 15, if funds are available. The board is unable to deficit spend to pay pool funds. Jink

ARTICLE X1V TRANSFERS AND REASSIGNMENTS

14.1 Volunteer Transfers

Definitions- <u>Transfer:</u> moving an employee to a different location (eg. an elementary teacher at Miller's run moving to Newark) or a shift of current content area (eg. a teacher dual certified in middle school and elementary, moving from an 8th grade humanities to a 3rd grade classroom teaching position)

Reassignment: moving an employee within a school (eg. a 3rd grade teacher reassigned to 1st grade)

Although the Administration and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that the frequent transfer of teachers may be disruptive. Transfers will be considered either voluntary or involuntary. A voluntary transfer shall be one requested or agreed to by a teacher in writing. All other transfers shall be considered involuntary.

- **14.1 A.** <u>Notification of Positions:</u> The Superintendent or designee will immediately post, via email, paper posting, and on the District website, notice of newly vacated or created positions.
- 14.1 B. Request for Change in Position (Teacher initiates request for voluntary reassignment): Teachers who desire a change in position to another position in the School District may file a written statement of interest with the Superintendent or designee not later than ten (10) days following notification of such opening. The Superintendent or designee will respond to the interested party regarding the request within twenty (20) days of the posting.
 - **14.1 B. (1)** Days shall be counted in weekdays when school is not in session and school days when school is in session.
- **14.1** C Request for Change in Position (Teacher initiates request for voluntary transfer): Teachers who desire a change in position to another position in the School District may file a written statement of interest with the Superintendent or designee not later than ten (10) days following notification of such opening. The Superintendent or designee will respond to the interested party regarding the request within twenty (20) days of the posting
- **14.1 D. Qualified Volunteer** (Administration initiates request for voluntary transfer: The Board and/or Superintendent or designee will post a notice to teachers of availability of a position and the desire to seek a qualified volunteer.

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14.1 D. (1) A qualified volunteer shall have the right of first refusal should their previous position be available the following year.

14.2 Involuntary Transfers

- **14.2 A.** No vacancy shall be filled by means of involuntary transfer if there is a qualified volunteer available to fill said position.
- **14.2 B.** Involuntary transfers will be considered a last resort. When involuntary transfers are being considered, a teacher's license/endorsement, HQT status, seniority, input from administration, major and/or minor field of study, student impact, and other relevant factors shall be considered in determining which teacher is to be transferred.
 - **14.2 B. (1)** Notice of an involuntary transfer shall be given to teachers as soon as practicable and, in no case, later than August 1st except in serious, unexpected situations requiring immediate action.
 - **14.2 B. (2)** An involuntary transfer may not occur if distance to the new school location far exceeds the teacher's current placement.
 - **14.2 B. (3)** When an involuntary transfer is being proposed, the teacher will be entitled to meet with the Superintendent and be notified of the reason for, and the terms of the involuntary transfer. The teacher may have an Association representative present at such a meeting.
 - **14.2 B. (4)** An involuntary transfer may not be made if it will create a vacancy at the primary school of the teacher being transferred.
 - **14.2 B. (5)** A teacher who has been involuntarily transferred shall have the right of first refusal for the original position for a period of two (2) years from the date of the transfer.
- **14.2** C. <u>Comparable Position:</u> Teachers being involuntarily transferred will be transferred to a comparable position.

14.3. Reassignments

To address fluctuations in student population and programs, principals may need to reassign an employee within their license area within a school. In determining reassignments within a school, the wishes of the individual, license/endorsement, needs based on the school based programs and relevant qualification shall be considered. The final decision is within the sole discretion of the Principal, but such a decision will not be arbitrary or capricious.

ARTICLE XV SENIORITY AND REDUCTION IN FORCE

15.1

The Board and Association agree that reduction of the teaching staff may be necessary to compensate for substantial decreases in enrollments; reduction in local funds, state or federal aid, curriculum revision, bona fide consolidation of school(s), or other justifiable reasons.

15.1 A. Definitions

- **15.1 A. (1)** <u>Displacement:</u> When a Teacher with greater seniority replaces (displaces) a teacher with less seniority.
- **15.1 A. (2) Education:** The teacher's education column on the salary schedule.
- **15.1 A. (3)** <u>License:</u> This is the current license that a teacher holds, be it provisional, emergency, Level I, Level II or retired, including all endorsements.
- **15.1** A. (4) Reduction in Force: The elimination of a teaching position

15.2 Accruing Seniority

For purposes of this article, initial seniority in the KE District will be determined by the number of continuous years a teacher has served in the Kingdom East Forming District, either ECSU or CNSU as of June 30, 2018, based on his/her date and time of hire. Thereafter, the teacher will accrue one additional year of seniority for each continuous year of service in the Kingdom East District.

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- 15.2 A. Teachers will be laid off in reverse order of seniority in the following categories
 - **15.2** A. (1) Elementary: PreK-Grade 6
 - 15.2 A. (2) Middle school: By endorsement, grades 5-8
 - **15.2 A. (3)** Specialty areas: by specific endorsement, PreK-12 e.g Special Education, Physical Education, Library Media Specialist, Art, Music, Guidance, Design & Technology, Nurses and any additional license areas as defined by the Vermont Agency of Education.
- **15.2 B.** Establishing: Seniority in the district will be established annually and a copy of these seniority lists will be sent to the Association not later than November 15. Teachers will be notified electronically when revisions to the seniority lists have been posted. Part Time teachers will accrue seniority on a pro-rata basis. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by approved unpaid leaves of absence, employment by the Board in a position outside the negotiating unit or by layoff, but such time will not be counted in computing seniority.

When seniority is equal, ability to perform the work in question as determined by the Superintendent will be the deciding factor.

- 15.2 C. Challenging Seniority: A teacher wishing to challenge a position on the seniority list shall submit the challenge in writing to include the basis of the challenge to the Superintendent no later than January 1. The Superintendent will review the challenge and a meeting will occur within ten (10) work days. The Superintendent shall render a decision within ten (10) days of the meeting. If the challenge is not resolved at the Superintendent level to the satisfaction of the challenger, the teacher shall submit in writing a request for panel review within ten (10) days from receiving the Superintendent's decision. A panel composed of a person appointed by the Association, a person appointed by the Board and a third person selected by the two (2) appointed people shall meet to decide the validity of the challenge within ten (10) days from receipt of the challenge. The panel shall render a decision within ten (10) days of the meeting. The teacher and/or the Superintendent shall have the opportunity to clarify positions at the panel meeting. The decision of the majority of the panel shall be final and binding on the teacher, Association and Board. The cost, if any, of the neutral member of the panel shall be borne equally by the Board and Association.
- 15.3

 A list of open positions in the Kingdom F

A list of open positions in the Kingdom East School District will be made available to all teachers being laid off so that they will have the opportunity to apply for said open positions.

15.4

A teacher laid off under the provisions of this Article will retain the right of first refusal for a position within the respective school district as allowed in Section XVI of this Agreement, from which he/she was laid off for a period of two (2) years from effective date of lay-off as long as the teacher submits an application annually on or before January 15 to the Superintendent of Schools.

15.5 Process for Reduction in Force

- 15.5 A. When a position is eliminated, the least senior teacher in that school (who teaches in a position requiring the same primary license) will be transferred to an open position in another District school in the same license area. If there are multiple openings in the district, the teacher whose position was reduced will have first choice of the open District positions, for which he or she is qualified to teach, until May 15,
- **15.5 B.** If there are no open positions in the primary license area in the District for the teacher whose position has been eliminated, the teacher whose position has been eliminated has the displacement rights for the least senior teacher in that primary license area in the District. The teacher whose position has been eliminated may choose to voluntarily transfer to an open position for which he or she holds an additional endorsement instead of exercising his or her displacement rights, provided he or she is qualified to teach in the position.

- **15.5** C. If the displaced teacher holds additional endorsements, he or she may transfer to any open position in the District for which he or she is qualified to teach. The displaced teacher will have first choice, until May 15, if multiple positions are open.
- **15.5 D.** If the displaced teacher holds multiple endorsements and there are no open positions in his or her primary license area, he or she has displacement rights provided he/she is qualified in the additional endorsement area.
- **15.5** E. The process will continue to its logical conclusion.
- **15.5 F.** If a percentage of an FTE position is eliminated, the above displacement process is followed. The last teacher in the displacement line may choose to take the part-time position for which he or she is qualified to teach.
- **15.5 G.** If a part-time position is eliminated or reduced, the part-time teacher is only entitled to the same amount of FTE as was previously held through the displacement process. If a 1.0 FTE position is open, the part-time teacher may take the open position and increase the FTE status to 1.0.
- **15.5 H.** If there are no openings or further displacement options for which any displaced teacher is qualified to teach, that teacher's position will be reduced
- **Example:** Lyndon Town School eliminates one of its Middle School Science positions. The least senior science teacher at LTS exercises her displacement rights and displaces the least senior science teacher in the KE district in this example, at Concord. The Concord science teacher also has a math endorsement. With his higher seniority, he is able to displace the least senior math teacher in KE in this example, at Burke. The Burke math teacher has an additional endorsement in elementary education, so she is able to choose any open elementary position in the district. She chooses a position at Miller's Run.

15.6 Notification

- **15.6 A.** Notice to Association: The Association shall be notified of any contemplated reduction in staff as early as possible and at the latest by April 1 of any reduction scheduled to take effect the following year.
- **15.6** B. Notice to Teacher: Notice of a layoff will be given as soon as practicable, and in no event later than April 15. Such notice shall be in writing and given in private.

15.7 Teacher Qualifications

A teacher will be considered qualified for a position if the teacher holds an endorsement in that area and has relevant experience and/or training in that area with in the last 3 years. Teachers who hold an endorsement but lack recent experience or training may be asked to participate in

professional development prior to the start of the school year. A plan for professional development will be mutually agreed upon by the teacher and administration.

15.8 Turnover

No teacher will be laid off under the provisions of this Article if the reduction in staff can be accomplished by normal staff turnover

15.9 Benefits During Layoff

During layoff, a laid off Teacher shall retain all benefits and seniority that the Teacher had accrued as of the effective date of layoff. Such benefits/seniority shall be reinstated if the Teacher is recalled to active employment pursuant to Section XVI. During the layoff no additional benefits or seniority shall accrue.

15.10 Probationary Status

At no time shall a teacher with more than two (2) years experience in the Kingdom East district (or its forming districts) be considered a probationary teacher after any transfer (voluntary or involuntary) within the district.

KESD Teacher Salary Schedule FY26

									MA+30 /
	BA	BA+15	BA+30	B	A+45 / MA		MA+15		CAGS
	Step	Step	Step		Step		Step		Step
						_			
Α	\$ 44,232	\$ 45,632	\$ 47,032	\$	48,432	\$	50,232	\$	52,032
В	\$ 45,632	\$ 47,032	\$ 48,432	\$	50,232	\$	52,032	\$	53,832
С	\$ 47,032	\$ 48,432	\$ 50,232	\$	52,032	\$	53,832	\$	55,632
D	\$ 48,432	\$ 50,232	\$ 52,032	\$	53,832	\$	55,632	\$	57,432
E	\$ 50,232	\$ 52,032	\$ 53,832	\$	55,632	\$	57,432	\$	59,232
F	\$ 52,032	\$ 53,832	\$ 55,632	\$	57,432	\$	59,232	\$	61,032
G	\$ 53,832	\$ 55,632	\$ 57,432	\$	59,232	\$	61,032	\$	62,832
н	\$ 55,632	\$ 57,432	\$ 59,232	\$	61,032	\$	62,832	\$	64,632
1	\$ 57,432	\$ 59,232	\$ 61,032	\$	62,832	\$	64,632	\$	66,432
J		\$ 61,032	\$ 62,832	\$	64,632	\$	66,432	\$	68,232
ĸ		\$ 62,832	\$ 64,632	\$	66,432	\$	68,232	\$	70,032
L		\$ 64,632	\$ 66,432	\$	68,232	\$	70,032	\$	71,832
М			\$ 68,232	\$	70,032	\$	71,832	\$	73,632
N			\$ 70,032	\$	71,832	\$	73,632	\$	75,432
0				\$	73,632	\$	75,432	\$	77,232
P				\$	75,432	\$	77,232	\$	79,032
Q						\$	79,032	\$	80,832
R						\$	80,832	\$	82,632
S							,	\$	84,432
T								\$	86,232
Off Step	3.50%	3.50%	3.50%		3.50%		3.50%	-	3.50%
			2.4474				2.00,0		

*Off Step determination: The term "off step" refers to a teacher whose contracted salary is no longer reflected on the salary grid. A teacher would move "off step" when their current contract has them placed on the last row of the column they are in; therefore, the next natural step would be off the salary grid, A teacher's placement and new salary will be noted on their individual contracts.

Notwithstanding Article 8.1(a), teachers who are currently "off step" or will move "off step" will receive at least an increase of 3.50% for the 2025-2026 school year. A teacher who would receive an equivalent or greater increase in their base salary by remaining on the last row in the column of the slary schedule where they are currently placed shall remain on that step.

AM CP
Board____ Union__

KESD Teacher Salary Schedule FY27

										MA+30 /		
		BA	BA+15		BA+15 BA		BA+30	BA+45 / MA			MA+15	CAGS
		Step		Step		Step		Step		Step	Step	
Α	\$	46,267	\$	48,067	\$	49,867	\$	51,667	s	53,467	\$ 55,267	
В	\$		\$		\$		\$		\$		\$	
		48,067		49,867		51,667		53,467		55,267	57,067	
C	\$	49,867	\$	51,667	\$	53,467	\$	55,267	\$	57,067	\$ 58,867	
D	\$	51,667	\$	53,467	\$	55,267	\$	57,067	\$	58,867	\$ 60,667	
E	\$	53,467	\$	55,267	\$	57,067	\$	58,867	\$	60,667	\$ 62,467	
F	\$	55,267	\$	57,067	\$	58,867	\$	60,667	\$	62,467	\$ 64,267	
G	\$	57,067	\$	58,867	\$	60,667	\$	62,467	\$	64,267	\$ 66,067	
Н	\$	58,867	\$	60,667	\$	62,467	\$	64,267	\$	66,067	\$ 67,867	
ı	\$	60,667	\$	62,467	\$	64,267	\$	66,067	\$	67,867	\$ 69,667	
J			\$	64,267	\$	66,067	\$	67,867	\$	69,667	\$ 71,467	
K			\$	66,067	\$	67,867	\$	69,667	\$	71,467	\$ 73,267	
L			\$	67,867	\$	69,667	\$	71,467	\$	73,267	\$ 75,067	
M					\$	71,467	\$	73,267	\$	75,067	\$ 76,867	
N					\$	73,267	\$	75,067	\$	76,867	\$ 78,667	
0							\$	76,867	\$	78,667	\$ 80,467	
P							\$	78,667	\$	80,467	\$ 82,267	
Q									\$	82,267	\$ 84,067	
R									\$	84,067	\$ 85,867	
S											\$ 87,667	
Т											\$ 89,467	
		3.00%		3.00%		3.00%		3.00%		3.00%	3.00%	

*Off Step determination: The term "off step" refers to a teacher whose contracted salary is no longer reflected on the salary grid. A teacher would move "off step" when their current contract has them placed on the last row of the column they are in; therefore, the next natural step would be off the salary grid, A teacher's placement and new salary will be noted on their individual contracts.

Notwithstanding Article 8.1(a), teachers who are currently "off step" or will move "off step" will receive at least an increase of 3.00% for the 2026-2027 school year. A teacher who would receive an equivalent or greater increase in their base salary by remaining on the last row in the column of the slary schedule where they are currently placed shall remain on that step.

KESD Teacher Salary Schedule FY28

											MA+30 /	
	BA		BA+15		BA+30		BA+45 / MA		MA+15		CAGS	
	Step		Step		Step		Step		Step		Step	
Α	\$ 48,442	\$	50,242	\$	52,042	\$	53,842	\$	55,642	\$	57,442	
В	\$ 50,242	\$	52,042	\$	53,842	\$	55,642	\$	57,442	\$	59,242	
С	\$ 52,042	\$	53,842	\$	55,642	\$	57,442	\$	59,242	\$	61,042	
D	\$ 53,842	\$	55,642	\$	57,442	\$	59,242	\$	61,042	\$	62,842	
E	\$ 55,642	\$	57,442	\$	59,242	\$	61,042	\$	62,842	\$	64,642	
F	\$ 57,442	\$	59,242	\$	61,042	\$	62,842	\$	64,642	\$	66,442	
G	\$ 59,242	\$	61,042	\$	62,842	\$	64,642	\$	66,442	\$	68,242	
н	\$ 61,042	\$	62,842	\$	64,642	\$	66,442	\$	68,242	\$	70,042	
ı	\$ 62,842	\$	64,642	\$	66,442	\$	68,242	\$	70,042	\$	71,842	
J		\$	66,442	\$	68,242	\$	70,042	\$	71,842	\$	73,642	
K		\$	68,242	\$	70,042	\$	71,842	\$	73,642	\$	75,442	
L		\$	70,042	\$	71,842	\$	73,642	\$	75,442	\$	77,242	
M				\$	73,642	\$	75,442	\$	77,242	\$	79,042	
N				\$	75,442	\$	77,242	\$	79,042	\$	80,842	
0						\$	79,042	\$	80,842	\$	82,642	
Р						\$	80,842	\$	82,642	\$	84,442	
Q								\$	84,442	\$	86,242	
R								\$	86,242	\$	88,042	
S										\$	89,842	
Т										\$	91,642	
	3.00% 3.00%		3.00%		3.00%		3.00%		3.00%			

*Off Step determination: The term "off step" refers to a teacher whose contracted salary is no longer reflected on the salary grid. A teacher would move "off step" when their current contract has them placed on the last row of the column they are in; therefore, the next natural step would be off the salary grid, A teacher's placement and new salary will be noted on their individual contracts.

Notwithstanding Article 8.1(a), teachers who are currently "off step" or will move "off step" will receive at least an increase of 3.00% for the 2027-2028 school year. A teacher who would receive an equivalent or greater increase in their base salary by remaining on the last row in the column of the slary schedule where they are currently placed shall remain on that step.

APPENDICES: SIGNATURE PAGE

IN WITNESS WHEREOF, the parties affix their signatures to this document certifying it for ratification by the Kingdom East School Board and KEEA:

By: Alysia May (9): 31, 2025 19:45:28 EDT)	Date: Oct 31, 2025
Alyssa May, Chair	

Kingdom East School District Negotiation Team:

KEEA Negotiating Team:	
By: Chrissy Park	Date: Nov 1, 2025
Chrissy Park	

Final-Teacher Negotiated Agreement-7_25-6_28

Final Audit Report 2025-11-01

Created: 2025-10-29

By: Erin Rossetti (erossetti@kingdomeast.org)

Status: Signed

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