

MASTER AGREEMENT
between the
CANAAN SCHOOL BOARD
and the
ESSEX NORTH EDUCATION ASSOCIATION
July 1, 2020 – June 30, 2023

ACKNOWLEDGEMENT 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.

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AGREEMENT

This contract is herein entered into between the Canaan School Board hereinafter to be known as the “Board” and the Essex North Education Association hereinafter to be known as the “Association”, which contract shall become effective July 1, 2020 and shall continue in effect through June 30, 2023.

ARTICLE 1

1-1 Recognition

1-1.01 The Board, pursuant to its action of December 11, 1972, herein recognizes the Association as the sole and exclusive bargaining agent for the teachers of the Canaan Schools for the purpose of negotiating and administering this contract. Unless otherwise indicated, members of the Association will hereinafter be referred to as “teachers”.

ARTICLE 2

2-1 Negotiations

2-1.01 Not later than October 15 of the fiscal year in which this contract expires, the Board agrees to enter into negotiation with the recognized association legally certified to represent the teachers, in order to arrive at a successor contract. All negotiations shall be conducted in accordance with and pursuant to, Title 16, Chapter 57, Vermont Statutes Annotated. During negotiations the Board and the recognized Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board, at its discretion, shall provide the Association with copies of its preliminary budget proposals, requirements, and allocations. The Board shall make available to the Association for inspection all public records and currently prepared public facts and figures of the Canaan School District. The Superintendent, on behalf of the Board, shall be provided by the teachers with official transcripts, grades, and other pertinent data as he/she shall require. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. The Board agrees not to negotiate or otherwise deal with any teachers’ organization other than the Association identified in this contract during the duration of the Association’s legal certification.

2-1.02 If, after all matters properly before them have been negotiated, the parties are unable to reach agreement upon specified terms, resolution of the impasse shall proceed in accord with and pursuant to, Title 16, Chapter 57, Vermont Statutes Annotated.

ARTICLE 3

3-1 Fair Practice

3-1.01 The Board recognizes the right of each teacher to freely organize, join and support the Association, or any teachers' group of the teacher's choice. The Board also recognizes the right of any teacher not to join or support this Association or any similar group or union.

3-1.02 Neither the Board nor the Association shall discriminate against any teacher by reason of the teacher's membership or non-membership in the Association, or the teacher's participation in any grievance consistent with the terms and procedures of this contract.

3-1.03 Neither the Board nor the Association shall discriminate against a teacher on the basis of race, creed, color, religion, national origin, age, disability, sex, sexual orientation, marital status, gender identity or any other legally protected status under state or federal law. No grievance involving an alleged violation of this provision may proceed beyond Step 2 of the grievance procedure.

3-1.04 Any teacher who elects to join the United Educators Profession consisting of ENEA, Vermont-NEA, and NEA may sign and deliver to the Board an assignment authorizing payroll deductions in substantially equal installments for such dues. The Board agrees to deduct dues as authorized by the teacher. Pursuant to such authorization, the Board will deduct membership dues in substantially equal installments. Funds deducted shall be transmitted on a monthly basis to the Treasurer of the ENEA. At the discretion of the Board, such transmittal may be done electronically.

ARTICLE 4

4-1 Conditions of Employment

4-1.01 The salary schedule shall provide equal pay to classroom teachers with equivalent training and experience levels.

4-1.02 (A) An experienced teacher who is new to the system will be placed on step according to the Superintendent's discretion, taking into consideration experience and degrees.

(B) Teachers shall receive annual increments until the top step of the salary schedule is attained. No salary increment shall be given for any school year in which the teacher has worked fewer than ninety (90) days.

(C) A copy of the Master Contract will be offered to each candidate who is offered a position by the Board.

(D) In the event that a successor to the Agreement has not been ratified by the Board and the Association as of the expiration date of this Agreement, no salary increase of any nature should be provided (e.g., step/column movement or off-schedule adjustments) unless and until a successor to this agreement is ratified which expressly provides for such increases.

4-1.03 Contract Issuance

(A) 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. A contract offer issued to a teacher shall be signed by the teacher and returned to the Superintendent within fifteen (15) days; the failure to do so shall be deemed a refusal of the contract offer and the position shall be declared vacant. An extension of fourteen (14) days past the return date may be granted if requested when the teacher demonstrates that he/she is actively under consideration for employment in another district. 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 valid Vermont educator license for his/her assignment for that school year. Any teacher holding a contract that the Board does not intend to renew, except for layoff, will be so notified on or before April 15.

(B) Non-renewable Contracts. The Board will have the right to issue non-renewable contracts, not to exceed one year in duration, in the following circumstances:

1. For vacant positions posted after July 1;
2. To those individuals who are employed under a licensing waiver or provisional or emergency license;
3. To those individuals hired to replace a teacher on a paid or unpaid leave pursuant to Article 14 of this Agreement.

All non-renewable contracts issued pursuant to this provision of the Agreement will include a notation indicating that the contract is a non-renewable contract. Individuals will be placed on the salary schedule in accordance with the provisions of the Agreement. A teacher who has been issued a non-renewable contract shall not be entitled to the grievance/arbitration provisions of this Agreement regarding non-renewal of his/her contract nor shall he/she be entitled to the reduction in force security provisions of this Agreement.

Teachers hired under a non-renewable contract will be granted service credit for seniority purposes if hired to a permanent contract in the subsequent year. A teacher working a full year under a non-renewable contract who is subsequently offered a renewable contract shall be regarded as completing one-year of his/her probationary period. The Association will receive notification of all non-renewable contracts within thirty (30) days of being signed by the teacher and the Board.

(C) In the event the Board and the Union have not ratified a successor to this Agreement by the date provided herein for the issuance of individual teacher contracts, individual contracts will be issued which reflect the teacher's then existing salary. These contracts shall be adjusted in accordance with the terms of the successor Agreement. Such contracts shall be issued in accordance with the procedures and time frames in 4-1.03(A).

4-1.04 Evaluation will be carried out by administrative personnel and evaluation criteria will be distributed to staff members prior to opening of school.

4-1.05 Staff assignments and/or major subject areas will be stated in the contract along with the salary.

4-1.06 To be placed on the BA+15, MA, MA+15, or the MA+30 column, the credits must meet the following criteria:

(A) Granted within the staff member's field or fields of concentration by an accredited college or university.

(B) May not be used to gain initial licensure.

(C) Must be in a program approved in writing by the Superintendent of Schools.

(D) Movement across the salary schedule shall be granted upon completion. Salary to be computed from official date of transcript on a per diem basis.

(E) It shall be the responsibility of the individual teacher to provide the Superintendent with the appropriate documentation, as determined by the Superintendent, of completion of the credits with a grade "B" or better. In courses where the normal grade is pass or fail, the teacher shall provide proof of satisfactory participation and completion of the course.

4-1.07 The period of service shall begin on July 1, and continue for 180 teaching days as determined by the Board of School Directors. In addition, the teacher agrees to participate in educational meetings or school visitations up to a maximum of seven (7) days as directed by the Superintendent of Schools.

4-1.08 When in-service programs or teachers' meetings are held during the teacher's regular working hours, or in time allowed by contract, all teachers covered by the Master Contract shall attend for the full time of the program. Only in case of an emergency will teachers be excused from attending such meetings and this will only be granted with the permission of the Superintendent or the Principal. The district will provide certificate/documentation for all hours spent in district sponsored training, including in-service days.

4-1.09 The educational degrees "BA" and "MA" as referenced in this Master Contract shall include the BS and MS degrees.

4-1.10

In the 2020-2021 fiscal year, teachers will be placed on the salary schedule based the agreed upon step placement between the Canaan School District and the Essex North Education Association.

Newly hired teachers will be placed on the salary schedule.

In the 2021-2022 and 2022-2023 fiscal years, teachers on the salary schedule shall be advanced one step.

In the 2020-2021 fiscal year, off salary schedule teachers shall receive a 4% increase, in 2021-2022 a 3% increase and in 2022-2023 a 3% increase.

Salary Schedule					
Step	BA/BS	BA15/BS15	MA/MS	MA15MS15	MA30/MA30
1	36,975	37,513	38,052	38,590	39,129
2	38,084	38,638	39,194	39,748	40,303
3	39,194	39,764	40,335	40,905	41,477
4	40,303	40,889	41,477	42,063	42,651
5	41,412	42,015	42,618	43,221	43,824
6	42,521	43,140	43,760	44,379	44,998
7	43,631	44,265	44,901	45,536	46,172
8	44,740	45,391	46,043	46,694	47,346
9	45,849	46,516	47,184	47,852	48,520
10	46,958	47,642	48,326	49,009	49,694
11	48,068	48,767	49,468	50,167	50,868
12	49,177	49,892	50,609	51,325	52,041
13	50,286	51,018	51,751	52,483	53,215
14	51,395	52,143	52,892	53,640	54,389
15	52,505	53,269	54,034	54,798	55,563
16			55,175	55,956	56,737
17			56,317	57,113	57,911
18			57,459	58,271	59,085
19			58,600	59,429	60,258
20			59,742	60,586	61,432

4-1.11 Additional Compensation Options

(B) Teachers whose courses result in Canaan’s students receiving both high school and college credit (dual enrollment, e.g., Running Start) will be paid up to \$5,000 per year for 8 or more credits and prorated for those who teach fewer credits.

(C) Additionally, \$23,000 will be made available in 2019-2020 for “beyond contract” work that is prior approved and deemed necessary by both parties for the continuous improvement of Canaan Schools. This amount is intended to be divided with \$8,000 supporting Industry Recognized Credential (IRCs) efforts by Career and

Technical Education (CTE) Teachers, and \$15,000 equally distributed among the preK-5, 6-8, and 9-12th grade instructional bands.

(D) CTE teachers who possess a valid school bus CDL and transport CTE students to and from CTE job sites and/or CTE field trips, will be compensated \$1,200 annually.

4-2 Extracurricular Salary Schedule

4-2.01 Staff being offered an extracurricular position will be paid the salary shown on the schedule as provided annually by the Superintendent's office. Said schedule will be developed through mutual assent of the District and the Association. Letters of Intent will be issued prior to the start of their duties. Any pre-approved program training for coaches will be paid for by the Board upon successful completion of the training clinics. The reimbursement will include mileage, food and lodging as approved by the Superintendent.

4-2.02 Staff involved in activities requiring time and effort beyond an approved teaching load may discuss financial remuneration with the school board.

4-3 Educational Leave

4-3.01 A teacher may be allowed educational leave upon the recommendation of the Superintendent of Schools and the approval of the Canaan School Board. Educational leave would be used to begin programs of study which result from foundation or scholarship grants or accumulated credits which necessitates personal presence during the current school year. This leave would be without pay and paid benefits.

4-3.02 All requests for educational leave must be in writing to the Superintendent of Schools by February 1 prior to the leave year being sought. Educational leave shall not be granted unless the proposed vacated position has been filled by a licensed teacher under contract for the following school year. This position shall be filled by June 1 or the educational leave request shall not be granted.

4-3.03 The returning teacher shall be placed upon the proper salary step upon return to the Canaan School System if within one school year, and provided that the Superintendent of Schools is notified in writing by February 15 of the leave year.

4-3.04 A teacher who has accumulated nine (9) reimbursable credits under Article 4-7.01 of this agreement may be granted a partial year educational leave upon recommendation of the Superintendent and approval of the Canaan School Board. Such leave shall be without pay or paid benefits. Said teacher may continue medical, dental and life insurance coverage by paying the full cost monthly in advance. Requests for such leave shall be made at least four (4) months prior to the leave date and shall be granted only if a licensed teacher has been employed to fill the temporary vacancy at least one month prior to the leave date.

Upon return from leave, the teacher shall be placed upon the proper step.

4-4 Personal and Emergency Leave

4-4.01 (A) A leave request for leave because of unusually pressing personal or family business may be approved by the Principal or Special Services Coordinator. Teachers may take up to four (4) days of paid personal leave, without reason, annually. Any personal days beyond four (4) will be without pay.

(B) Requests for personal leave may not be authorized on days preceding or following school holidays or vacations unless reason for such leave is specified in writing and approved by the Superintendent. Such requests shall not be unreasonably denied.

(C) The leave request must be submitted to the Principal or the Special Services Coordinator, as appropriate, at least forty-eight (48) hours prior to the commencement of the leave.

(D) Prior notice provisions of this article may be waived at the discretion of the Superintendent, Principal or Special Services Coordinator, as appropriate, if it is deemed that unusual circumstances exist.

(F) These four (4) personal days will not be deducted from a teacher's sick leave accumulation.

4-4.02 Three (3) professional days per endorsement area may be allowed each teacher each school year. Additional leave days may be granted at the discretion of the Superintendent of Schools. Additional professional leave days beyond the three (3) approved may be granted by the Superintendent of Schools when the substitute is paid

for by an outside educational agency and shall not be counted against the provided three (3) days.

4-4.03 Employees who 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 during such absences. Any compensation, up to the amount of the employee's regular salary, with the exception of mileage and meals, shall be reported to the School District. The employee shall be responsible for reimbursing the school district for such compensation. A leave request must be submitted for jury duty.

4-4.04 Each teacher shall be granted an unpaid leave of absence for required military service. A teacher granted such leave shall, upon their return, receive service credit toward seniority, longevity, and reinstatement on the appropriate salary step.

4-4.05 Bereavement Leave

The Board shall grant up to five (5) days leave, with pay, per occurrence, per contract year for a death in the teacher's immediate family. For this section only, immediate family shall include: mother, father, mother-in-law, father-in-law, spouse, children, grandchildren, step-children, step-grandchildren, siblings, siblings-in-law, grandparents, grandparents-in-law, partners in civil union, and individuals residing in the same household as the teacher for whom the teacher maintains responsibility.

4-4.06 Statutory Leave:

To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the Federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act (PFLA"). Leave pursuant to each of these acts shall be provided according to the Board's policies and practices. 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 PFLA for the same occurrence, both the leave provided pursuant to this Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. Also, FMLA/PFLA leave will be provided concurrent with Worker's Compensation benefits where concurrent entitlement exists. All

other matters regarding the administration of leave provided pursuant to the FMLA and PFLA shall be as provided by the District's policies and practices.

4-5 Sick Leave Benefits

4-5.01 Each Teacher shall receive fifteen (15) sick leave days annually. These days shall be given at the beginning of the school year plus any carryover sick leave days. The use of sick leave shall only be for a bona fide illness, medical appointments or family illness.

If a teacher resigns during the school year any of the fifteen days used in excess of the prorated amount shall be deducted from the final paycheck.

4-5.02 To receive sick leave benefits of any absence beyond four (4) consecutive school days, a teacher must present a doctor's (signed) certificate. This medical certificate must state that the teacher is unable to fulfill their (teaching) duties at that time. It must be submitted to the Principal or the Superintendent by the end of the fifth consecutive school day during which the teacher is absent and each subsequent third school day.

4-5.03 A teacher may use ten days of accumulated sick leave for illness pertaining to a member of their immediate family. Immediate family shall be defined as parents and children of the employee or spouse (according to Vermont Statutes) or relatives living with the employee and spouse (according to Vermont Statutes).

4-5.04 A total of one hundred twenty (120) sick leave days, at the rate of 15 sick leave days per year, will be the maximum accumulated from year to year for all teachers with consecutive teaching in the Canaan School System.

Teachers leaving the teaching profession after ten (10) years of continuous and uninterrupted employment by the Canaan School District shall be entitled to payment for unused accumulated sick leave in the amount of two hundred-dollar (\$200) per ten (10) days. Departing teachers shall be entitled to a pro rata payment for accumulated sick days less than ten days. Payment shall be made within 30 days of the teacher's departure from employment.

Any teacher who, as of July 1, 2005, had accumulated sick leave in an amount greater than one hundred twenty (120) days as provided by this article, shall retain said excess accumulation until said days are utilized. Said teacher shall receive the 15 days of sick leave per year but the maximum accumulated from year to year shall not exceed the accumulation as of July 1, 2005. After said days are utilized, said teacher shall be entitled to the total accumulation of sick days provided by this section.

The superintendent reserves the right to require a physician's statement verifying illness and competency to return to the classroom at any time.

It shall be the right of the Superintendent to require the verification of illness in any instance in which the Superintendent has reason to believe that the use of sick leave has not been for a bona fide illness, and no action shall lie against the Superintendent, at law or by grievance, for the Superintendent's exercise of such right.

4-5.05 Donation of Sick Leave

The Board and Association agree to initiating an employee sick leave donation system. This would be used in extreme cases only and the following procedure would be applied:

1. Sick Employee is within 35 hours or one week of running out of sick leave.
2. Employee presents committee made of representatives from the Association, School Administration, and Board with request and description of need. If employee is incapacitated, an authorized representative of the employee may fulfill this request.
3. If approved, the central office will contact fellow employees in same employee category to see if anyone wants to "donate"
4. Central office collects information on who is willing to give time, and how much, adds time to requesting employee leave bank, and deducts time from the donating employee.

4-6 Benefits

4-6.01 Paid Credits:

Except for courses necessary to obtain original Vermont teacher licensure, the school district will reimburse each teacher the tuition cost of up to six credits per year for courses which have been approved in advance by the Superintendent of Schools. Teachers may elect to accumulate up to twelve (12) credits, which must be used within three (3) years as agreed upon, in writing, and in advance, by the Superintendent.

It is understood that reimbursement shall be paid upon presentation of receipts of tuition payment and grade reports. Reimbursement shall be provided only after a teacher has provided the Superintendent with proof that he/she has earned a minimum grade of "B". In courses where the normal grade is pass or fail, the teacher shall provide proof of satisfactory participation and completion of the course. The rate of reimbursement shall be the actual cost of tuition or the UVM tuition rate at the time the course is taken, whichever is lower. Accumulated credits may not be used by a teacher following his/her resignation from the Canaan School System.

4-6.02 Health Insurance

Beginning July 1, 2020 until December 31, 2020, the Board shall make an employer contribution to offset premium for the following plans: VEHI Platinum, VEHI Gold, VEHI Gold CDHP, or VEHI Silver CDHP. The board will make a contribution equal to 85% of the Gold CDHP toward the plan selected as chosen by the employee, toward premium for any single person plan, parent/child plan, two person plan or family plan. Teacher contributions towards the premium cost of health insurance shall be paid via automatic payroll deduction.

The Board will establish an integrated Health Reimbursement Arrangement (HRA) to offset out of pocket qualified medical expenses covered by the plan. Covered expenses allowed under the plan will be medical and prescription costs. Cost shares eligible for reimbursement will include deductibles, co-pays and coinsurance. The employees shall fund the first \$400 for a single plan and \$700 for parent/child, two person or family plan of the HRA with the Board paying the remaining \$2,100 for single and \$4,300 for parent/child, two person or family plan. The Board will bear the cost of the HRA's costs of administration. Employees will have until 90 days after the end of the plan year to submit claims. There will be no rollover of any unused funds at the end of the plan year to the next

plan year. A debit card will not be provided. Integrated claim submissions will be automatically paid to the provider.

Effective January 1, 2021, the District shall offer employees health insurance benefits as described in the state-wide school employee healthcare package.

4-6.03 Dental Reimbursement

(A) The Board will pay up to nine hundred dollars (\$900) per year, as a self-administered reimbursement program per teacher.

4-6.04 Life Insurance

The Board shall provide the payment for a term life insurance group policy for each full-time teacher equal to the lesser of \$50,000 or the teacher's annual contracted salary.

4-6.05 Long-Term Disability Insurance

The Board shall provide for and pay for a Long-Term Disability (LTD) insurance plan provided through VEHI, or a comparable LTD insurance plan that is mutually acceptable to the Association and the Board. Said plan shall provide 66.667% of the employee's salary effective upon the 91st day of disability and until cessation of said disability, and for each occurrence of disability. Said plan shall treat mental illness as any other disability.

The teacher must access LTD insurance once eligible, and must apply for LTD benefits as soon as feasible. The teacher may use accumulated sick leave to compensate only for the difference in salary. The Superintendent may request medical verification of disability in order to make determinations as per the ADA, Vermont PFLA, and the FMLA.

Teachers shall be entitled to coverage under the LTD insurance plan pursuant to the regulations, terms and conditions of the insurance carrier. Teachers eligible for LTD insurance coverage while under contract may retain their health insurance coverage provided that they continue to pay 100% of the applicable health insurance premiums one month in advance after their accumulated sick leave has been exhausted.

Once a teacher has been receiving LTD benefits pursuant to this section for a period of nine (9) consecutive months or the end of the school year, whichever is longer, said teacher shall no longer be considered an employee of the District and shall have no further rights under this Agreement, except for the continuation of LTD benefits if determined to be eligible for said benefits by the insurance carrier.

4-7 Reduction in Force

4-7.01 Staff reductions may be made where in the judgment of the Canaan School Board they are necessary for the sound and efficient operation of the Canaan School System.

4-7.02 When a reduction in force is necessary under this Article, a 7-12th grade teacher's area of competence, major or minor fields of study, length of service in the school district, and grade or subject taught will be among the factors considered in determining which teacher(s) will be terminated. When a reduction in force is necessary in the elementary staff, a preK-6 teacher's area of competence, additional endorsements, skills, and qualifications, as well as length of service in the school district, will be among the factors considered in determining which teacher(s) will be terminated. When all considerations are substantially equal, teachers with seniority will be given job preference. However, in the event of disagreement over relative teacher qualifications, the recommendation of the Superintendent of Schools shall govern the determination of the Board. Actions by the Canaan School Board under this Article shall not be subject to the Grievance Provisions of the Master Contract.

4-7.03 A list of vacant teaching positions in the Canaan School System will be made available to all teachers who have received staff reduction notices. Teachers may apply in writing for these positions. If a teacher is qualified and licensed for a vacant position, the teacher may be considered for that position.

4-7.04 Final determination of qualification and licensure of a teacher for any open position in the Canaan School System shall be made by the Superintendent of Schools.

4-7.05 Reduction in force shall not be used as a substitute for suspension, dismissal or non-renewal of a teaching position.

4-7.06 The Canaan School Board will consult with the Essex North Education Association to notify and discuss reduction in force as necessary.

4-7.07 A teacher may not be subject to a reduction in force dismissed without written notification. Written notification will be given as soon as possible after the occurrence of extenuating circumstances.

The written notification shall contain the following information:

- (1) Reason(s) for reduction in force.
- (2) A staff member shall have the right to request an appearance before the Canaan School Board to discuss reduction in force. This request must be in writing and within fifteen (15) days of receipt of notification of dismissal.

4-7.08 A teacher who has been subject to a reduction in force action will be placed at the top of the substitute list for a period of two years or until reemployed.

In the event that a teaching position should reopen and all conditions under Section B of this article are fully complied with, the teacher's whose position has been eliminated through a reduction in force shall have the right to be recommended as one of the final candidates (as provided by Title 16 VSA Section 242(3) and 563 S (12)), provided the teacher submits an application on or before December 1, in order to maintain as active employment file with the Office of the Superintendent. This right of recommendation shall be for two (2) years only and shall begin with the formal notification date of termination.

4-8 Assumed Duties

4-8.01 All teachers will serve on normal duty rosters as established by the principal's office and or the superintendent's office.

Said assignments shall be made on an equitable basis, and the determination of equity shall include consideration of time involved in performance of the duty and the type of duty which is performed.

4-8.02 All teachers will be encouraged to serve in at least one co-curricular activity where possible.

4-8.03 Teachers who are absent must supply lesson plans for the substitute teacher if they are physically competent to do so. Failure to do so shall result in disciplinary action and/or loss of pay.

4-8.04 Teachers may be assigned to work in other schools in Canaan or SAU 7 in order to provide required instruction for the school districts and provide closer to full time equivalent positions for the teachers.

4-9 Probationary Teaching Status

4-9.01 Probation - During a teacher's first two years of employment by the Board, the teacher shall work under probationary teaching contracts. During this period of probation, a Board decision to terminate, or not to renew, the teacher's teaching contract will not be subject to the grievance/arbitration provisions of this Agreement. A probationary teacher will receive a minimum of two (2) classroom evaluations per year. Written evaluations and observations of a probationary teacher shall not be subject to the grievance/arbitration provisions of this Agreement.

4-9.02 Except for probationary teachers and those hired pursuant to one-year non-renewable contracts, no teacher shall have his/her contract non-renewed or be disciplined, suspended, or dismissed without just and sufficient cause. The non-renewal, suspension and dismissal of all other teachers may be appealed by either 16 V.S.A. Section 1752 or the grievance and arbitration procedures of this Agreement. The election of either T.16 § 53 sec. 1752 or the grievance and arbitration procedure, shall preclude the other.

4-10 New Teacher Induction Program

4-10.01 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 maintain a mentoring program for new teachers. The focus of this program will be to build a supportive environment for new teachers within the context of school improvement. The Board agrees to provide training to teacher mentors. Teachers assigned as mentors shall be paid a stipend as established by the Superintendent

1. mentors shall not be required or empowered to evaluate any member of the bargaining unit or any other employee of the District;
2. the Board and Association agree that the mentor teacher shall not be required, subpoenaed or called to testify as a witness in any Board or administrative meeting, grievance, discipline,

discharge or non-renewal procedure, or arbitration on behalf of the District against the mentee.

3. all communication between the mentor and the mentee shall remain confidential (i.e. exclusively between them).

ARTICLE 5

5-1 Contractual Obligations

5-1.01 Once a teacher signs a teaching contract, the teacher will fulfill the total obligations of this contract as specified. No conflicting professional vocational contracts will be made by a teacher who has signed a teaching contract in the Canaan School District. Individual consideration will be given for professional advancement to a higher position or if a spouse is transferred from the district.

5-1.02 Any teacher of the Canaan School System who is covered by this Master Contract and who terminates employment will do so by written communication to the Canaan School Board stipulating the termination date. In no case shall this date extend beyond the last day of the contract year.

5-1.03 Any teacher under contract with the Canaan School Board who resigns after the Board has made the July and/or August payments for personal insurance (Blue Cross/Blue Shield, Dental, Life, Disability) shall reimburse the Board in full for these payments before Board acceptance of the resignation becomes official.

No teacher under contract with the Canaan School Board shall resign after July 15 except with the mutual consent of the school board. Such resignations will require 30 days written notice, or until a suitable replacement teacher is hired, whichever comes first.

ARTICLE 6

6-1 Grievance Procedure

- 6-1.01 Definitions: A grievance shall be construed for the purpose of this contract to mean a claim or dispute involving the interpretation and/or application, either in whole or in part, of any written and presently operative portion or provision of this contract. Under no circumstances shall any matter which is not part of this contract be subject to the procedure outlined below, although such matters may be subject to informal discussion between concerned parties. This exclusion shall include items intended for future negotiations, those which may be under current negotiation, but which have not been made part of the existing contract. A grievant, or an aggrieved person, shall be such person as institutes a grievance at its initial stage or step under this contract.
- 6-1.02 Time Limits: Any grievance claim must be submitted on a grievance form within 10 school days of occurrence or said grievance shall be considered null and void. All time limits contained in this grievance procedure shall consist of school days.
- 6-1.03 Right to Representation: The grievant shall, at all steps in the formal grievance procedure herein provided for, be entitled to be represented by a representative of the Association. The Association and its affiliate, VT-NEA, shall be the sole and exclusive representative of the grievant.
- 6-1.04 Procedural Requirement: No grievance shall be entertained except in accordance with the procedures specified in this contract. Failure by the grievant to adhere to these procedures within the specified time period shall render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time periods shall result in the grievant proceeding to Step II with no prejudice to the grievance.
- 6-1.05 Right to Withdrawal of Grievance: A grievance shall at all times and throughout all steps of this procedure, remain the exclusive property of the grievant, who shall retain the right to withdraw the grievance at any time or at any step of the grievance procedure.
- 6-1.06 Informal Discussion: Nothing contained with this grievance procedure shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the teacher's supervisor before filing the matter as a formal grievance, and having

the dispute adjusted without intervention of the Association, provided such adjustment is not inconsistent with the terms of this contract. Should such informal process fail to resolve the grievance, then a formal filing of the grievance shall be made in accordance with the following procedure:

Step I - Grievant shall forward a written copy of the grievance to the Superintendent of Schools and the Association, indicating the reason for dissatisfaction, and stating the redress sought. If the Superintendent of Schools does not render a decision within ten school days after a receipt of the appeal, then the grievant shall proceed to Step II without prejudice to the grievance.

Step II - If the grievance is not resolved at Step I, the grievant may, within five school days, forward the grievance in writing to the Chairman of the Board of School Directors, setting forth the reason for the dissatisfaction with the decision of the Superintendent of Schools and stating the redress sought. The Board shall, within eighteen days of the receipt of the specified documents meet, either as a whole or by committee, to consider the substance and adjudication of the grievance, and shall, within ten days of such meeting or meetings render in writing a decision, a copy of which shall be given to the grievant. A copy shall be forwarded to the Association at the grievant's request.

Step III - If a grievance is not resolved at Step II the Association may file a demand for arbitration with the Board within ten (10) school days of the receipt of the Board's Step II response.

In accordance with 12 V.S.A. Section 2562(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.

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 ten (10) days of the demand for arbitration, then arbitration shall be requested from the American Arbitration Association ("AAA"). If the grievance is not submitted to

the AAA within sixty (60) days of the date of the demand for arbitration, the grievance shall be considered to be withdrawn with prejudice. Decisions of the arbitrator in matters of grievance shall be final and binding, except that they shall be subject to the Vermont Uniform Arbitration Act and the rules of the American Arbitration Association. Costs of arbitration shall be borne by the parties to the grievance. The arbitrator shall have no power to add to, delete from, amend, ignore, or in any manner alter the existing contract. Costs of transcripts and witnesses, if any, shall be borne by the party requiring same. It is agreed that the arbitrator is empowered to award only compensatory damages and that the arbitrator shall have no authority to award interest on such damages or attorney's fees.

- 6-1.07 Correspondence: All correspondence between concerned parties during a grievance procedure shall be by certified mail.
- 6-1.08 Election of a Remedy. A teacher who seeks resolution in court or before an administrative agency of a matter which is subject to the Grievance and Arbitration provisions of this Agreement shall be deemed to have waived his/her right to arbitrate said issues pursuant to this Article.

ARTICLE 7

- 7-1 Teacher Evaluation Procedure
- 7-1.01 All formal monitoring or observation of the classroom teaching performance of a teacher will be conducted openly and with full knowledge of the teacher, with a minimum of 24-hours prior notice. The primary purpose of this observation and evaluation of teachers is to assist in improving classroom performance. The use of eavesdropping, public address or audio system and similar surveillance devices will be strictly prohibited without the teacher's prior approval. A teacher's written request for quarterly observation will be honored. All teachers will receive at least one formal evaluation per school year.
- 7-1.02 Teachers will be given a copy of any class visit or classroom evaluation report prepared by the Principal, Superintendent, or Special Services Coordinator and either the evaluator or the teacher may request a conference to discuss said report. Teachers shall receive a written report at least one day before the conference. Upon receipt of the report, the teacher may confer and sign said report that day. The teacher has a right to a written rebuttal after the conference. This rebuttal shall be made within two working days. No such report shall be submitted to the central office, placed in the teacher's personnel file or otherwise acted upon without prior conference with the teacher. No teacher will be required to sign a blank or incomplete evaluation form.
- 7-1.03 Teachers will have the right upon request to review the contents of their personnel file and to receive a copy of any documents contained therein. A teacher will be entitled to have a representative of the Association accompany the teacher during such review. At least once every two (2) years a teacher will have the right to indicate those documents and/or materials in the teacher's file which the teacher believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent of Schools and if the Superintendent agrees, they will be destroyed. A disagreement over the obsolescence or inappropriateness will be subject to the grievance procedure outlined in Article 6.
- 7-1.04 No material derogatory to a teacher's conduct, services, character or personality will be placed in the teacher's personnel file unless the teacher has had the chance to review the material. The teacher will acknowledge that the teacher had a chance to review such material by affixing the teacher's signature to the copy to be filed with the

expressed understanding that such signature in no way indicated agreement with the contents thereof. Refusal to sign said documents will be considered grounds for suspension under VSA 16 CH. 53 Section 1752(c). The teacher will also have the right to submit a written answer to such material and the teacher's answer will be reviewed by the Superintendent, or designee, and attached to the file copy. This section does not preclude the gathering of data and records as part of a supervisor's investigation of a question concerning a teacher's conduct, service, character and personality. These data and records will not be placed in a teacher's personnel file, except in accordance with this section.

- 7-1.05 (A) Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it will not establish separate "confidential" files.
- (B) Copies of observations may be kept in the principal's office during the course of the school year. This file will contain only observations and any attached rebuttals that have been signed by the teacher and principal. Upon completion of the end of the year evaluation, the contents of the observation file become part of the employee's personnel file. This file is to be considered a method of communication between the principal and the teacher. Access to the file, as well as copies, will be given to the staff member upon request.
- 7-1.06 Any complaint regarding a teacher made to any member of the administration by any parent, student or other persons which may be used in any manner in formal evaluation of a teacher will promptly be investigated and called to the attention of the teacher. The teacher will be given an opportunity to respond to and/or rebut such complaint.
- 7-1.07 If a teacher is to be officially disciplined or reprimanded by any member of the administration the teacher will be entitled to have a representative of the Association present.
- 7-1.08 No teacher will be officially disciplined or reprimanded publicly or privately without just cause. In no case will this be done publicly unless so requested by the teacher.
- 7-1.09 The content of teacher evaluation shall not be subject to the grievance procedure as set forth in Article 6.
- 7-1.10 The procedure of teacher evaluation will be subject to the grievance process as set forth in Article 6.

7-1.11 A teacher will be observed in all subject areas that the teacher is contracted to teach, but will be formally observed only in the teacher's area of licensure except where an emergency licensure is in effect.

ARTICLE 8

8-1 Severability

8-1.01 If any section, subsection, provision, clause or portion of this contract shall for any reason become invalid or be deemed so by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such invalidity shall not affect the validity of the remaining portions thereof.

8-1.02 The parties will meet no later than ten days after any such holding for the purpose of renegotiating the provision or provisions affected.

ARTICLE 9

9-1 Rights of Board

9-1.01 In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education and the efficient and economical operation of the Canaan Public Schools, it is herein agreed that except as specifically and directly modified by the express language in a specific provision of this contract, the Board retains all rights and powers it has, or may hereafter be granted by law, and may exercise said rights and powers, not being made the subject of a grievance or unfair labor practice charge.

9-1.02 This agreement is limited only to the specific terms of this Master Contract and declares all past practices null and void.

ARTICLE 10

10-1 Necessity of Voter Approval

10-1.01 All provisions of this contract which provide for the payment of wages or other forms of financial remuneration as conditions of employment shall become operative only upon approval of the school budget as initially submitted by the Board to the regular Annual School Meeting. In the event that the budgetary sum ultimately voted, whether at the regular Annual School Meeting, or by any subsequent ballot, is in an amount less than initially requested by the Board at the regular Annual School Meeting, negotiations may be reopened with mutual consent on all items negotiated during any

negotiations session or discussion between the School Board and Association relative to the contract.

10-1.02 Any teacher whose contracted salary or assignments of responsibility is modified by the provisions of this article will have thirty (30) calendar days from official ratification in which to sign and return the teacher's contract to the Superintendent of Schools.

ADDENDUM

VSA - Title 16 - Chapter 53 §. 1752 Grounds and Procedures for Suspension and Dismissal

(A) A teacher under contract to teach in a public school who fails without just cause, to complete the term for which the teacher contracted to teach, shall be disqualified to teach in any public school for the remainder of the school year.

(B) Unless otherwise negotiated, a teacher under contract to teach in a public school whose contract is not to be renewed for the ensuing year for just and sufficient cause shall be notified in writing, setting forth the grounds therefore no later than April 15. If the teacher so notified desires a hearing, the teacher shall so request in writing to the clerk of the school board. The teacher shall have the right to a hearing before the school directors within 15 days, may present witnesses and written evidence, and may be represented by counsel. A hearing shall be in executive session unless the teacher making the appeal requests or agrees in writing that it be open to the public. The school board shall affirm modify or reverse the non-renewal and shall issue its decision in writing within five days. In the case of a probationary teacher who has received two written performance evaluations per year of probationary service, a decision of the board shall be final. The standard for non-renewal of a contract shall be:

- (1) In the case of a non-probationary teacher, just and sufficient cause.
- (2) In the case of a probationary teacher, any reason other than those prohibited by law. However, the standard for non-renewal for a probationary teacher's contract shall be just and sufficient cause if the teacher has not received at least two written performance evaluations per year of probationary service. A probationary teacher is a person who has been employed as a teacher in Vermont public schools for less than two school years.

(C) A superintendent may suspend a teacher under contract on the grounds of incompetence, conduct unbecoming a teacher, failure to attend to duties or failure to carry out reasonable orders and directions of the superintendent and school board.

(D) The suspension shall be in writing and shall set forth the grounds therefore. Copies shall be delivered to the teacher, and to the chairman and to the clerk of the board of school directors. Thereafter, performance under the teacher's contract shall be suspended, but he shall be paid pro rata to the time of his dismissal by the board.

(E) The teacher so suspended shall have the right to appeal to the board of school directors of the district for review of the decision. Filing a written notice of appeal with the clerk of the school board within seven days of the effective

date of the suspension shall initiate the appeal. The clerk of the board shall forthwith forward a copy of the notice of appeal to the superintendent and send to the teacher an acknowledgement of receipt of the appeal.

(F) The school board to which the appeal is directed shall hear the appeal within ten days of receipt of notification. The teacher and the superintendent shall be advised by the clerk of the board of the time and place of hearing by written notice at least three days before the date of hearing.

(G) All parties shall be entitled to counsel at every stage of the proceedings established by this section. Hearings shall be in executive session, unless the teacher making an appeal requests or agrees in writing that they be open to the public. A teacher making an appeal may waive in writing his right to a hearing.

(H) Upon hearing, or if no appeal is taken, the school board shall affirm or reverse the suspension or take such other action including dismissal, as may appear just. If the suspension, or the dismissal is reversed, the teacher shall not suffer any loss pay, retirement benefits, or any other benefits to which he would otherwise have been entitled.

(I) The decision of the school board shall be in writing and filed with the clerk of the school board not later than five days after the hearing or after the time for taking an appeal has expired. The clerk shall within three days notify the superintendent and the teacher in writing of the decision.

(J) No action at law shall lie on the part of a teacher against any school district for breach of contract by reason of suspension or dismissal unless the procedures herein described have been followed by said teacher.


(K) Every teacher's contract shall be deemed to contain the provisions of this statute and any provision in the contract inconsistent with this statute shall be considered of no force or effect.

This agreement entered into between the Canaan School Board and the Essex North Education Association in February of 2021.


For the ENEA:



Todd Nichols, President

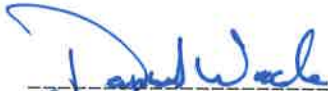


Evie Day, Secretary




Eugene Reid


For the CSB:



Dan Wade, Board Chair



Daniel Lepine, Board Member



Katie Sawicki