Milton Town School District

Faculty Master Agreement

July 1, 2026, through June 30, 2028

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PREAMBLE

In order to effectuate the provisions of Title 16, Chapter 57 of the Vermont Statutes Annotated, to encourage and increase effective and harmonious working relationships between the Milton Board of School Trustees (hereinafter referred to as the Board) and its teachers, represented by the Milton Education and Support Association (Faculty) (hereinafter referred to as the Association), and to enable the teachers more fully to participate in and contribute to the development of policies dealing with salaries, related economic conditions of employment, procedures for processing complaints and grievances relative to employment, and other matters of mutual agreement so that the cause of public education may be served in the Milton Town School District. This contract is made and entered into by and between the Board and the Association.

ARTICLE 1 – RECOGNITION

1.1 The Board recognizes the Association as the exclusive representative for collective bargaining purposes on matters of salary, relative economic conditions of employment, procedures for processing complaints and grievances relating to employment, and any mutually agreed upon matters not in conflict with the statutes and laws of the State of Vermont, for all teachers of the Milton Town School District. Despite references in the Contract to the Board or the Association as such, each reserves the right to act hereunder by committee and/or through designated individual(s). The Board agrees not to negotiate with any individual or teacher's organization other than the Association, for the duration of this Contract except to the extent required by law.

ARTICLE 2 – RIGHTS OF THE BOARD

2.1 It is herein agreed that except as specifically and directly modified by express language in a specific provision of this Contract, 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.

ARTICLE 3 – RIGHTS OF THE TEACHER

3.1 The Board agrees that each teacher will have the right to freely organize, join, and support the Association for the purposes of engaging in collective bargaining. It is further agreed that each teacher will have the right not to join this or any other teachers' Association if they so desires. It is further agreed that neither the Board nor the Association will discriminate against any teacher with respect to salary, economic conditions of employment, or professional employment by reason of their membership or non-membership in the Association and its affiliates, nor for participation in the lawful activities of the Association.

3.2 Nothing contained herein will be construed to deny or restrict to any teacher such rights as they may have under Vermont State school laws or other applicable laws or regulations. The rights granted to teachers hereunder will be deemed to be in addition to those provided elsewhere.

3.3 Whenever any teacher is required to appear before the Superintendent, the Board, or any committee thereof with respect to a written complaint or formal charge concerning their competency or their position of employment, they will be entitled to have legal counsel and/or a representative of the Association or its affiliates present to advise and represent them during such appearance. The teacher's prior knowledge as to the purpose of the meeting is also required.

3.4 No material derogatory to a teacher's conduct, services, character or personality will be placed in their personnel file unless the teacher has had an opportunity to review the materials. The teacher will acknowledge that they have had a chance to copy and review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and attach it to the file copy. The teacher's answer will be reviewed by the Superintendent of Schools or their designee.

3.5 Teachers will have the right at reasonable times, and under reasonable rules as established by the Superintendent, to periodically review their personnel files, including personal references that the teacher has not waived the right to review. The examination of a teacher's file will be limited to qualified professional supervisory personnel. Each file will contain a record indicating who has reviewed it, the date reviewed, and the reason for such review, excluding said teacher and Superintendent. A teacher will be entitled to have a representative of the Association accompany them during a review of their files. At the request of the teacher, materials more than five (5) years old will be removed from the files.

3.6 Academic freedom to study and investigate facts and ideas concerning humankind, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility will not be abridged. This will not, however, in any way restrict the Board in the exercise of its rights under the Contract or law.

ARTICLE 4 – RIGHTS OF THE ASSOCIATION

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

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

4.3 The Association will have the right to use an area designated by the principal for the posting of notices or its activities and matters of Association concern, provided that matter not be placed in the designated area which is derogatory of any school personnel, members of the board, parent or student or detrimental to the best interests of the district.

4.4 The Association may use the teachers' mail boxes and the inter-school mail service for communications to teachers provided that the above-mentioned safeguards are followed.

ARTICLE 5 – PROCEDURE FOR NEGOTIATION OF A SUCCESSOR CONTRACT

5.1 On or before October 1 or the year immediately preceding the termination date of the Master Contract, either the Board or the Association may notify the other, in writing, of its desire to negotiate a successor to the Master Contract. The negotiating teams will hold their first meeting at a mutually convenient time and location by October 31. At the first negotiating session, ground rules will be established.

5.2 Each party will make available such information as may be reasonably deemed necessary for developing intelligent, feasible, and constructive proposals on behalf of the teachers, the students, and the school system. During negotiations, the committee of the Board and the committee of the Association will present relevant data, exchange points of view, and make proposals and counter-proposals.

5.3 Despite reference in this Article to the Board and the Association, each will have the right to have no more than ten (10) resource persons present at any one time. Each party will provide the other, upon request, a written statement indicating the person or persons authorized to act in regard to all aspects of negotiations, it being the mutual intention that neither party be required to negotiate with different persons representing the other party with respect to different subjects.

5.4 If, after all matters properly before them have been negotiated, the parties are unable to reach agreement upon specific terms for a successor to the Contract on or before February 1, resolution of the impasse will proceed in accordance with and pursuant to 16 V.S.A., Chapter 57, Subchapter 3, which is hereby adopted and incorporated into this contract by reference.

ARTICLE 6 – TEACHER EMPLOYMENT

6.1 It will be the policy of the Board to hire teachers only in accordance with the procedures and administrative regulations set forth by the Vermont State Department of Education.

6.2 Substitute Teachers – A teacher who is employed for a period in excess of ninety (90) days in the same position will be considered a "long term substitute." A "long term substitute" teacher will be subject to all terms and conditions of the Contract except as modified below:

a. Long-term leave benefits (i.e., sickness, family, personal and bereavement) will be pro-rated based on the total consecutive time employed as a long-term substitute by the District.

b. Long-term substitutes will not be entitled to the rights set forth in sections 7.1, 7.2, 7.3, 7.6 (as it relates to contract renewal only) or Article VIII and S11.12 of this contract.

c. In the event that the long-term substitute is offered employment by the District following their period of employment as a long-term substitute, said teacher will be credited with one (1) year of service for purposes of salary schedule placement and seniority accrual. This provision will apply when a long-term substitute has been employed in the district, in the same position, in the same school year, for more than ninety-four (94) days.

At such time as the District knows, or reasonably could expect to know, in advance that a substitute teacher's employment will extend onto the period of employment designated herein as "a long-term substitute," said teacher will be classified appropriately and will be entitled to the terms and conditions as defined herein.

ARTICLE 7 – CONTRACT RENEWAL/DISCIPLINE AND DISCHARGE

7.1 The Board of School Trustees will offer a contract of employment to a teacher annually. The contract will be placed in teacher mailboxes or sent by U.S. mail postmarked no later than April 1. [See also §7.2 & §7.3] A teacher receiving a contract will indicate acceptance of the offer by signing and returning the contract, which will be postmarked, or hand delivered to the Superintendent's office, no later than twenty (20) calendar days thereafter. Failure of a teacher to do so may, at the option of the Board, be accepted as conclusive evidence of non-acceptance of the offer, and in such instance the job will be considered vacant. The Superintendent, at the request of an individual teacher, may extend beyond the date for the return of an individual contract.

7.2 A teacher will be notified on or before March 15 if they will not be rehired for the next school year for other than a RIF. This notification will not be required for teachers hired on a one-year contract to replace a teacher on a Leave of Absence.

7.3 If a teacher is not notified by the appropriate date set forth above they will receive a contract for the following year. Any notification will be in writing and will be delivered by certified mail or in person and will clearly set forth the reason(s) for non-renewal, or reduction of staff.

7.4 Fringe benefits for teachers not returning to the school district will terminate as of June 30. Teachers not returning to the district due to a layoff will continue to receive fringe benefits until August 31.

7.5 Any individual contract issued prior to the conclusion of negotiations for a successor agreement to the Contract will be made consistent with the terms and conditions of the successor agreement as finally negotiated between the parties.

7.6 No teacher will be denied a renewal of contract or be reprimanded, disciplined, suspended, dismissed, placed on probation, or denied a salary increment except for just and sufficient cause.

7.7 A teacher who is suspended may appeal that suspension by filing a grievance, within seven (7) days of the effective date of the suspension, at Step 3 of the grievance procedure, or by filing an appeal pursuant to 16 V.S.A. Section 1752. The election of one method of appeal will preclude the other. Regardless of the method of appeal, the teacher will be paid until the Board renders its decision.

7.8 Any other provision of this Contract notwithstanding, a teacher hired to replace a teacher who is on a one (1) year or two (2) year leave of absence will be issued a non-renewable teaching contract. As such, said teacher will not be entitled to the contract renewal rights or any other re-employment rights set forth in the Contract.

7.9 During a teacher's first two (2) years of employment by the Board, the teacher shall work under probationary teacher contracts. During this period of probation, a Board decision to suspend, layoff, non-renew or terminate the teacher's contract will not be subject to the grievance/arbitration provisions of this Agreement. Subject to the above exclusion, probationary teachers shall have the same access to the grievance/arbitration provisions as non-probationary teachers.

7.10 Teachers may submit their resignation at any time during the year, with the exception of the period from thirty (30) calendar days prior to the first teacher day and thirty (30) calendar days after the first student day, provided that a Highly Qualified replacement is found within thirty (30) calendar days' notice.

7.11 License Renewal: 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 their assignment for that school year. This deadline shall be extended by the Superintendent (only as permitted under state laws and regulations) if the teacher provides documentation that they have done everything they need to do to become licensed prior to July 1 and the delay is at the AOE.

7.12 Temporary Contracts:

a. The Board shall have the right to issue a temporary non-renewable contract for a period of one (1) year or less which expressly eliminates the teacher's right of contract renewal (as specified in paragraph 7.6) and layoff and recall (as specified in Article 8) in the following circumstances:

i. For vacant positions posted after June 1;

ii. To those individuals hired to replace a teacher on a paid or unpaid leave pursuant to Article 14 of this Agreement.

b. All temporary contracts issued pursuant to this provision of this Agreement will include a notation indicating that the contract is a temporary, non-renewable contract. Individuals who hold a temporary contract shall have the rights and benefits provided by this Agreement except the following specific provisions: 7.1, 7.2, 7.3, 7.4, Article 8, 11.12, and Article 20.

c. If a teacher receives a continuing or renewable contract in the subsequent school year, the following shall apply:

i. That teacher will be credited with the years served under the nonrenewable contract(s) for purposes of seniority.

ii. The year served on a one-year contract will serve as the first year of the teacher's probation.

d. The provisions of 7.12 shall not apply to a teacher who is currently employed by the District and has satisfactorily completed their probationary period; provided however, that in the event such teacher is assigned or transferred into a position satisfying the criteria of 7.12a, the teacher may be reassigned upon completion of the temporary assignment to a teaching position with contract renewal rights.

ARTICLE 8 – REDUCTION IN STAFF

8.1 When in the judgment of the Board, it is necessary to reduce the size of the teaching staff, the Board agrees that said reduction of the professional staff will only be made for just cause. When a staff reduction is necessary, the procedures set forth herein will be followed. No teacher will be laid off under the provisions of this Article if the reduction in staff can be accomplished by staff turnover.

8.2 Teachers not re-employed due to staff reduction will be notified and such notice will be hand delivered by or sent by certified mail postmarked on or before April 1. Teachers so notified will be entitled to such rights as established by Article VIII of the Contract.

8.3 Teachers will be laid off in reverse order of seniority. For purposes of this Article, seniority will be computed from the beginning of a teacher's most recent period of continuous employment in the school district and will begin to accrue as of the date and time that the signed contract is received by the Superintendent of Schools. Seniority will continue to accrue during all paid leaves of absence and for the period of time during which a teacher who is on lay off has recall rights as provided in S 8.4. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiating unit, 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.

8.4 A teacher who is notified that they will be laid off will have the right to displace a less senior teacher whose work they are qualified and licensed to perform. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association, within ten (10) school days after a teacher is notified that they will be laid off. The Superintendent will notify the less senior teacher who will be displaced. A teacher who is to be displaced will have the same displacement rights vis-à-vis a less senior teacher however, the total displacements from such a process shall not exceed two (2) displacements from the original notice of layoff.

8.5 If there is a vacancy in a negotiating unit position, laid off teachers who are qualified and licensed to perform the work in question will be recalled in seniority order. Said recall rights will be retained in the event that (1) a full-time teacher either accepts or refuses a part-time position and (2) a teacher accepts a position which is in a certification area other than that from which they were laid off. The foregoing notwithstanding, all recall rights will terminate as of July 1 two years after a teacher has been laid off.

8.6 Notice of recall will be given be certified mail to the last known address. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) school days after receipt of the above notice of recall, they will be deemed to have refused the position offered and waived all further recall rights under this Agreement.

8.7 The Board will notify the Association of any contemplated reduction in staff as early as possible.

8.8 A layoff will be made only after a meeting between the teacher involved and the Superintendent at which time the teacher will be notified of the reason(s) thereof. The teacher may at their option, have a representative of the Association present at such meeting.

8.9 A list of all open positions in the school system will be made available to all teachers being laid off. Teachers affected by this Article will have the right of first refusal for all vacancies which they are highly qualified and licensed to teach.

8.10 Each year by October 1, the Superintendent will provide the Association with a seniority list and will post said list in each building. Appeals of information included in the seniority list shall be presented to the Superintendent in writing on or before October 15 of each year. The Superintendent shall make determinations, in writing, of any appeals no later than November 15. If the Association is dissatisfied with the Superintendent's decision, it may file a grievance detailing the issue and the remedy. Notwithstanding the provisions of Article 12, any grievance under this subsection of Article 8 shall be filed within fifteen (15) days of the Superintendent's decision and such grievance shall not proceed beyond Step 3 of the grievance procedure in Article 12.

ARTICLE 9 – CONDITIONS OF EMPLOYMENT

9.1 **Work Year:**

The work year for teachers will extend from July 1 through June 30 and will consist of 187 work days (177 student days). Said days to be scheduled and their use determined by the Board.

a. For a teacher new to the district, said teacher will attend two additional preservice days at the beginning of the school year.

b. One day of Pre-Service and one day of Post-Service will be set aside for all teachers to work in their classrooms during which no meetings will be scheduled.

c. Teachers who work days in excess of the work year as defined in 9.1 (a) will be paid their per diem salary for such time worked. By way of example, but not limitation, such assignments can include guidance counselor positions, school nurses, and Behavioral Specialists.

d. The Superintendent will specify on each teacher's contract the subject areas of grade levels that the teacher will teach.

e. Full-time teachers assignments (all grade levels) will include serving on either a building-based or district-wide committee.

f. Parent-Teacher conferences (including student-led conferences) will comprise the equivalent of two full work days to be scheduled in collaboration with the building principal/administration.

9.2 **Work Day:**

a. Teachers will have eighty (80) minutes of preparation time per day; no less than fifty (50) minutes teacher directed and up to thirty (30) minutes administrative directed, as needed. Preparation time will be used for such purposes as planning and preparation for instruction, planning for co-teaching, team planning, and subject area planning to ensure high quality instruction.

b. Teachers will have a twenty-five (25) minute duty-free lunch.

c. All teachers in the elementary school will supervise students for no more than fifteen (15) minutes when students enter the classroom before the start of school. Teachers at the elementary school will escort students to an exit door for the bus loading area during normal school hours.

In the elementary school, duties will include bus arrival, bus dismissal, parent drop off and parent pick up, recess, or cafeteria duty. Teachers will be assigned a duty for one year or the equivalent thereof. Wherever possible administrators will honor teacher preference for recess or cafeteria duty. Whenever duty positions cannot be filled by teacher preference those remaining duties will be assigned by lottery.

d. Teachers in the middle school may teach up to five (5) classes per day, plus one Teacher Advisory. Said teachers will have no more than three (3) distinct preparations per trimester or quarter. In addition, middle school teachers will be assigned not more than one professional duty per day. Middle school duties will include bus arrival and dismissal, recess and cafeteria duty.

e. Teachers in the high school may teach up to six classes on a two-day schedule, plus one Teacher Advisory. Said teachers will have no more than three (3) distinct preparation per trimester or quarter. In addition, high school teachers will be assigned not more than one professional duty per day. High school duties may include bus arrival and dismissal, hallwalker, cafeteria, or study hall.

f. Teachers who volunteer and are approved by the superintendent to teach one (1) more than the above number of assignments per day will receive additional compensation of 12% of their salary. The foregoing notwithstanding, a teacher who is assigned one less teaching period than the standard will be considered a full-time professional employee will all attendant rights and obligations. If a teacher teaches one less period than the standard number of periods per day, said teacher may be assigned a second professional duty period.

g. In the event a teacher agrees to an additional supervisory duty, they will receive a stipend of fifteen dollars ($15.00) per hour for said supervisory duty.

h. Teachers will be required to return after the end of a regular work day for up to three (3) evening events/meetings during the school year for activities such as open house, science fair, concerts, curriculum nights, etc. Except in an emergency, attendance at evening meetings warned fewer than ten (10) work days in advance will be optional. Any additional evening or weekend events/meetings will be voluntary, and with prior approval of the building administrator, compensated at the hourly rate of .08% of the teacher's current salary.

i. On a voluntary basis, a teacher's scheduled work day may vary to meet the needs of students. A teacher's alternate schedule will be agreed upon by the teacher and their building administrator.

j. Provided the provisions of 9.7 are satisfied, the regular teacher workday shall be 7.5 hours.

k. In the event a teacher is assigned to work multiple grade stands (defined as assignments necessitating travel that span the middle school and high school), the teacher, the supervising principals, and the Association shall meet, review the teacher's assignment and reach a mutual agreement regarding the teacher's schedule and work day. In the absence of a mutual agreement, the Superintendent shall make the final decision regarding the teacher's schedule.

9.3 **Part-Time Assignments:**

a. Each teacher employed on a part-time contract will be paid on a pro-rata basis according to the salary schedule and will have a preparation period in proportion to their teaching day. Short-term leaves will be provided on a pro-rata basis. Any teacher contracted for more than 50% of a regular teaching day will have a paid duty-free lunch period.

b. The administration will assign instructional time in as compact a block as feasible, while at the same time meeting the reasonable needs of the District.

9.4 Whenever a teacher volunteers to assume the duties of an absent teacher to which he or she is not normally assigned, that teacher will be compensated at the rate of $30.00 per hour for each hour spent covering for the absent teacher, prorated for periods of less than an hour. When two teachers are scheduled for a co-teaching in a classroom and one is absent, the remaining co-teacher is responsible for that classroom and is not eligible for such hourly compensation.

9.5 Except in emergency or unusual situations, teachers not assigned to supervise students may leave the building provided they have given notice to the principal. However, on Fridays, and the day immediately preceding a district recess, a teacher will have the right to leave school after the end of supervisory responsibilities, unless otherwise specifically directed by the principal.

9.6 The Principal or Assistant Principal will make every effort to equitably assign special needs students to teachers within a particular grade or subject area. Classes should meet the needs of all students and provide the best learning situation for each student. Class size and composition should reflect the demands placed upon individual teachers. Prior to said assignment, the Principal or Assistant Principal will meet jointly with teachers involved regarding the most equitable assignment of students. Should a dispute arise concerning the placement of a student, the Principal or Assistant Principal will make the final decision.

9.7 Faculty or Professional Learning Community meetings will be scheduled one day of each full work week throughout the school year beginning in September and ending in May. Meetings will be held outside the regular 7.5 hour teacher workday. These professional meetings will not be longer than one hour per week and will be scheduled either before or after the teacher day. In no case will meetings begin before 7:00 A.M. or end later than 4:30 P.M. Faculty preferences regarding the day of the week and morning or afternoon will be solicited. Solicitation will include a survey of all teachers on or about the last Monday of January with a return date of one week. By mid-February, the Superintendent and MESA representatives will meet to discuss the survey results and scheduling options.

Other Professional meetings such as Section 504, EST, IEP, Coordinated Care, Evaluation and Planning Team Meetings will be exempted from the limitations on meetings provided for in this Section. These are legal professional meetings and are part of the professional responsibilities of teachers. On the race occasion where circumstances prevent participation, federal and State regulations for excusal from a meeting will be followed, including the requirement for advance provisions of written input by the general educator to the Team. Those regulations always allow, in the alternative, rescheduling of the meeting at parental request, so that the general classroom teacher can attend.

Teachers and/or Teaching teams will work with parents to schedule these meetings at times mutually agreeable to the parents and the teachers, with priority given to parents' scheduling needs. Teachers may volunteer to hold these meetings during their preparation time, or outside of the contracted workday only if it has been documented that no other time during the workday is equally as suitable to the parents. When a teacher is required to attend a meeting during their preparation time, their supervisor will arrange compensatory preparation time.

ARTICLE 10 – TEACHER EVALUATION

10.1 The primary purpose of teacher evaluation is to improve the quality of instruction within the District. Reflecting this goal, both the Administration and the teachers bear a mutual obligation to work cooperatively toward that end. It is also understood, however, that the Administration bears the overall responsibility for administering this process.

10.2 Teachers may be observed and evaluated based on the criteria as defined by the district's evaluation plan.

10.3 All observations of a teacher's work performance will be conducted openly. All conferences pertaining to a teacher's performance will be scheduled during the school day within the time in article 10.5.

10.4 Any appraisal form, which notes performance deficiencies, will also contain recommendations and offer reasonable assistance to correct said deficiencies.

10.5 Teachers will be provided with written summaries of each formal monitoring observation within twelve (12) school days. Within twelve (12) school days of receipt of the written report, teachers may request and have a post-observation conference.

10.6 By September 15, each teacher new to the District will be provided with a copy of the current evaluation plan.

10.7 In the event that the administration intends to modify these procedures MESA will have two members, designated by the MESA Executive Board, to work with the Administrative Team to develop the revised evaluation process.

ARTICLE 11 – RATES OF PAY

11.1 The salary schedule(s) are set forth in Appendix A and B here to be attached and incorporated. It is recognized that due to negotiated salary schedule modifications, a teacher's years of experience and their salary schedule step will not necessarily correlate.

11.2 Hiring Salaries:

a. With regard to the salary schedule placement of a newly hired teacher, the Superintendent will have the authority to determine the amount of relevant experience for which the teacher will receive salary schedule credit. Newly hired teachers who have no previous teaching experience or have one year of teaching experience will be placed on step one of the salary schedule. Newly hired teachers who have more than ten years of credited experience will be placed at a maximum of step ten on the salary schedule.

The requirements of the preceding paragraph will not limit or deny the authority of the Superintendent, with the consent of the Board to hire new teachers on a step of the salary schedule which is greater than the step outlined in the preceding paragraph if in the Superintendent's judgment, doing so is necessary in order to staff critical teaching fields. A position will be considered "critical" when no more than three (3) qualified individuals apply for the position after the District has publicized the position in at least one (1) newspaper or website of general

distribution. Written notification will be given to the Association President at the time the offer of employment is sent to the applicant for a "critical" position.

b. An annual increment will be granted to each teacher unless otherwise provided by this or a successor Agreement. (See also §7.2)

11.3 Teachers who are contracted after the beginning of the school year will receive a salary prorated for the appropriate salary step for the number of designated days of employment in each respective academic year. (See also §9.1a)

11.4 Teachers will be paid in twenty-six (26) substantially equal installments. Payment will begin on the last payday in August and will continue every two weeks on Fridays. In the event that the payroll cycle requires that there will be twenty-seven (27) pay periods in a given year, teachers will be notified of such change on or before June 1. Teachers shall be paid via electronic deposit and will have the option of receiving their pay in one of the following ways:

1. In 26 payments and made every two weeks throughout the contract year.

2. In 26 payments and receive the remaining fiscal year's salary in separate checks but paid out one pay period before the end of June in any given school year.

3. Teachers exercising option 2 must notify the Superintendent in writing on or before May 1 of each year on a form distributed by the Superintendent with teachers' contracts.

11.5 An application form will be distributed with contracts to provide faculty members two options for their summer pays. Option 1: Receive the remaining fiscal year's salary in 4 separate paper checks, but pay out one pay period before the end of June. Option 2: Receive the remaining fiscal year's salary in 4 separate direct deposit checks, but pay out one pay period before the end of June. This form must be returned to the office of the Superintendent along with a signed contract.

11.6 The Board agrees to deduct dues from teachers' salaries for the Association, the Vermont-NEA, and the National Education Association. When a teacher authorizes dues deductions, a copy of said teacher's authorization form will be given to the District office for inclusion in the teacher's personnel file. Monies, together with any corrections, will be transmitted to the treasurer of the Association following each pay period from which dues or fees are deducted. The Association will disburse such monies to the appropriate Association or associations and will assume all liability for such disbursements.

11.7 Payroll deductions set forth herein will be made in equal installments starting no later than the 2nd October pay period and ending by the last pay period in May. Teachers who authorize dues deductions after the beginning of the scheduled pay periods of the school year will have them deducted, in substantially equal amounts, from each of the paychecks

remaining in the scheduled pay periods until the end of May. A teacher who wishes to withdraw their authorization for dues deductions will so state in writing and deliver said withdrawal to the President of the Association and the Superintendent.

11.8 The Association will certify in writing, by June 15 of each year, the current rate of membership dues and the names of any teachers who have withdrawn their authorizations for dues deduction.

11.9 The Board agrees to make payroll deductions and promptly transmit the withheld monies to a financial institution of the Association's choice.

11.10 Credit for salary level changes earned before September 1 of the contractual year, upon prior notification to the Superintendent, will be paid for the contractual year. For a credit-bearing course to count towards a salary increase, it must be relevant to the teacher's field and be approved in advance by the Superintendent.

11.11 The Board agrees to pay expenses incurred for school activities which will include, where applicable, mileage at IRS rate.

11.12 The Board will provide tuition assistance for courses offered by a college or university, and or costs related to approved conferences and workshops, such as registration, travel, room, board, and conference fees. To be eligible for tuition assistance, all courses, conferences and workshops must be approved in advance by the Superintendent and be linked to the District Strategic Action Plan, building Action Plan, or the teacher's Individual Professional Development Plan (IPDP). Financial support will be an amount equal to the cost of one three (3) credit course per year, including tuition, lab fees, and registration costs at the then prevailing winter rates of the University of Vermont. This three (3) credit entitlement will be prorated for part-time teachers based upon the teacher's fulltime equivalency. Fiscal year determination will be based on the starting date of the course and/or workshop.

Tuition assistance may be paid in advance, upon request of the employee. However, if the employee does not complete the course with a grade of B or better, of if the employee does not attend the complete conference or workshop as per the approved request, then the employee must reimburse the district for the funds paid in advance.

The tuition assistance will be $150,000. Notification of the total amount remaining in the tuition pool will be available to the MESA executive board upon request to the Superintendent or designee. Funds will be distributed consistent with established procedures on a first come, first served basis as determined by the receipt of application of intent to the Superintendent. Financial support will not be provided if the employee receives financial support from another source. As of May 1, of the (school) year contingent upon pool utilization level and Superintendent approval, a second course, workshop or conference may be selected on a first come first served basis.

11.13 Stipend Positions (Appendix A): The district will have the right to eliminate any of these positions or may choose not to fill any of these positions. The district will have the right to select the individuals to serve in these positions. If the district adds a new stipend position, it will meet and confer with MESA as to the amount of the stipend for the new position. All openings for these positions will be posted in each school building or all teachers will be notified via e-mail. During future negotiations, each party will have the right to assert its position as to which, if any, of these stipend positions should be covered by the terms of the successor agreement.

11.14 Teacher 403b Investment Account. Beginning July 1, 2021, all newly hired teachers will automatically be enrolled in a 403(b) investment account provided by Prudential Investments of the 403(b) investment vendor selected by the Vermont State Teachers' Retirement System Board. The automatic teacher contribution to these 403(b) accounts will be 1% of the teachers' yearly salary as determined by their contracted salary. The individual investment portfolio to be used will be an age-appropriate target-date portfolio fund offered by the vendor. The teacher may, once enrolled, change this investment option at any time. The newly hired teacher may, at the time, opt-out of this automatic investment enrollment by completing a written opt-out form provided by the District and the investment vendor and submitting such form to the Superintendent's Office.

The Association agrees to indemnify, defend, and hold the District harmless from any lawsuit, claim, or grievance filed by a teacher regarding the operation of this provision and teacher's "automatic enrollment" in a 403(b).

ARTICLE 12 – GRIEVANCE PROCEDURES

12.1 A grievance will be construed, for purposes of this contract to mean any claim by the Association or a teacher that there has been a violation, misinterpretation or misapplication of this contract or a violation of its of the teacher's right to fair treatment, save that the grievances with the respect to matters which are not a specific part of this contract will not be subject to resolution by arbitration.

12.2 An aggrieved person will be the person or persons making a claim pursuant to Article 12.1. A grievance will at all times, and throughout all steps of this procedure, remain the exclusive property of the grievant, who will retain the right to withdraw the grievance at any time or at any step of the grievance procedure.

12.3 At all steps of the formal grievance procedure herein provided for, the grievant will be entitled to representation by the Association or by such other representative as they may choose except that at no time will the grievant be represented by an administrative official of the school district.

12.4 The Association will at all times reserve the right to represent itself at grievance hearings, and to present its positions with respect to matters of contract interpretation. Such

participation will not, however, constitute the Association a party to the grievance unless the Association represents the grievant by his or her specific direction and request.

12.5 All time limits in the grievance procedure will consist of school days, except when a grievance is submitted between June 1 and September 1, in which case all time limits will consist of weekdays, excluding all legal holidays. No grievance will 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 will render the grievance null and void. Failure of the appropriate administrative body to render a decision within the specified time periods will be construed to be a decision against the grievant.

12.6 Nothing contained in within this grievance procedure will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with their supervisors before filing in writing the matter as a formal grievance using the approved form in Appendix C and having the dispute adjusted without the intervention of the Association, provided such adjustment is in agreement with the Contract. The Superintendent and Association President will be informed by the supervisor of any resolution arrived at between a teacher and a supervisor within five (5) days of the resolution.

12.7 Should the informal process fail to resolve the grievance, then a formal filing of grievance will be made in accordance with the following procedures. However, no grievance will be given consideration unless it is filed at the appropriate beginning step within thirty (30) school days of the occurrence that gave rise to the grievance.

Step I – The grievance will forward a written copy of the grievance to their administrator and the Association, setting forth the specific problem being grieved, the relevant contract articles and state the redress sought. The administrator will meet with the grievant and issue a written decision to the grievant and the Association within ten (10) days after the meeting.

Step II – If the grievance is not resolved at Step I, the grievant may, within ten (10) days, forward a written copy of the grievance to the Superintendent of Schools and the Association, indicating the reason for dissatisfaction with the decision of the administrator, and stating the redress sought. The Superintendent will meet with the grievant and issue a written decision to the grievant and the Association within then (10) days after the meeting.

Step III – If the grievance is not resolved at Step II, the grievant may within fourteen (14) days, forward the grievance by registered mail, to the chairperson of the Board of School Directors, or their agent, setting forth the reason for dissatisfaction with the decision of the Superintendent of Schools, and stating the redress sought. The Board will, within fourteen (14) days of receipt of the grievance meet with the grievant, either as a whole or by committee, to consider the substance and adjudication of the grievance, and will within fourteen days of such meeting render in writing a decision, copies of which will be given to the grievant and to the Association.

Step IV – If the grievance is not resolved in Step III, the Association may, within ten (10) days, request binding arbitration upon the matter. Such request will be made in writing and will be delivered by registered mail to the Superintendent of Schools, or their designated representative. Arbitration will be by a single arbitrator unless both parties do agree otherwise to arbitration by an arbitration panel in which case arbitration will be by such panel. The person or arbitrator will be determined by mutual agreement between the Board of School Directors, or its designated representative, and the grievant, or their designated representative. Should the parties be unable to agree upon an arbitrator within ten (10) days, the arbitration will be requested from the American Arbitration Association. If arbitration by panel is elected by the parties, then each party will appoint one member of the arbitration panel, and the members so appointed will appoint a third member who will serve as chairperson of the panel. Should the members appointed by the parties be unable to agree upon a third member, then appointment of such member will be requested from the American Arbitration Association. Decisions of the arbitrator in matters of grievance will be final and will not be subject to appeal by either party. Costs of arbitration will be borne in equal proportion by the parties to the grievance. The arbitrator or arbitrators will be empowered to include in any award such financial reimbursements or other remedies as will be judged to be proper. But an arbitrator will have no power to add to, delete from, amend, or in any manner alter the existing contract. Should any party desire a transcript of the proceedings in arbitration, that party will bear full costs of such transcript. Neither the Board nor the Association will be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party.

12.8 The Board and the administration agree to cooperate with the Association in the investigation of any grievance. The parties further agree to furnish one another with any information requested which is established to be pertinent to the processing of a dispute presently being grieved. No grievance will be initiated or processed during assigned class or supervision time.

12.9 Under no circumstances will students who are minors be involved in the hearing of, or resolution of, a grievance unless written consent from a parent or guardian is filed with the Superintendent of Schools in advance.

12.10 No reprisals of any kind will be taken by the Board of the Association against any teacher because of their participation in the grievance procedure.

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

12.12 Class action grievances, which may be filed only by the Association, will be initiated at Step II.

12.13 In accordance with 12 V.S.A. s5652 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 13 – INSURANCE

13.1 The Board agrees to provide insurance coverage, subject to the eligibility requirements of the individual insurance carrier, for members of the bargaining unit and their families. Said insurance coverage will be provided with the recognition by the Association that the Board will be held harmless for any and all costs or claims in the event that the insurance carrier determines that the teacher is ineligible under the terms of the carrier's plan. In the event that both spouses or Civil Union partners are employed by the District, the Board is obligated to provide only one insurance policy for the couple as a unit (e.g. two-person or family plan) under the District's medical and dental insurance.

13.2 **Health Insurance & Related Health Benefits**

A. Commission on Public School Employees Health Benefits Commission. The Board shall provide teachers health insurance and related benefits as required by the arbitration award and the resolution of negotiations by the Commission on Public School Employees Health Benefits pursuant to the provisions of 16 V.S.A. §2101-2108. The Board agrees to post on its website a copy of the Terms and Conditions document from the Health Benefits Commission.

13.3 Eligible full-time teachers, electing not to participate in the health insurance benefit, upon demonstration of having alternative group-sponsored health insurance coverage (or other qualifying health coverage as defined in the Section 125 Plan) for themselves and their eligible dependents, may elect to receive $1,000 in lieu of insurance (payable in equal bi-weekly installments). Eligible part-time teachers electing not to participate in the health insurance may receive a pro-rated sum equivalent to their FTE. The sum in lieu of insurance will be an annual option for eligible teachers, who must make such election prior to June 1 of the preceding school year on a form available from the Superintendent. A teacher so electing payment in lieu of insurance who then seeks to reverse their decision during the health plan benefit year may do so subject to the regulations of the carrier. New employees who are also eligible for insurance will also be offered this option (on a pro-rated basis if working a partial election year).

13.4 The Board agrees to hold a Master Policy for a dental plan approved by the Association and the Board will absorb administrative costs that are created by the plan's implementation. The Board will contribute per teacher an amount equivalent to one hundred percent (100%) of a teacher's individual coverage. Teachers electing two person or family coverage will contribute any difference between their plan and the individual coverage.

13.5 The Board agrees to provide and pay the premium for a term life insurance policy for each teacher. The face value of the plan will be Fifty thousand dollars.

13.6 Workers' Compensation will be administered in accordance with the Vermont Workers' Compensation statute. A teacher receiving Workers' Compensation benefits will be allowed to use sick leave to offset the difference between Workers' Compensation benefits and the teacher's full salary. The district will also continue to pay its share of all insurance benefits provided by the Agreement until the teacher's sick leave is exhausted.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 **Professional Leave:** Upon request to the Principal, a teacher may, at the discretion of the Principal, be granted up to four days each year to observe a teacher in another school without loss of pay and/or attend professional meetings. If requested by the Principal, the teacher may be required to give a report concerning the visitation within five school days thereafter. Professional leave days utilized at the request of the Principal will not be deducted from the four-day allocation of this section. Additional Professional leave will be granted for coaches or other extra-curricular personnel working within the district who must leave for school functions if approved by Principal.

14.2 **Personal Leave:** The Board will grant up to four (4) days of paid personal leave to teachers in any one year, such leave not to be accumulated from year to year. The teachers will attest that these days~~)~~ are to be used to conduct personal affairs or for emergency reasons that cannot be accomplished except during the work day. Personal days are not to be used to extend vacation or school holiday, nor may such days be used on consecutive days. However, in exceptional circumstances with the teacher explaining the reason(s) for requesting personal leave, the day before or after a vacation or the use on consecutive days may be approved by the Superintendent in their sole discretion.

Request for a personal day must be made at least forty-eight (48) hours in advance. Teachers will be notified within twenty-four (24) hours of submitting a request for personal leave. At no time will more than 20% of professional staff in each grade level (PreK-2, 3-5, 6-8, and 9-12) be approved for personal leave on any given day. In case of emergency, the Superintendent may approve personal leave for a teacher above the 20% cap. At the end of the contract year, any unused personal leave shall be converted to sick leave and the day(s) credited to each employee's personal accumulation of sick leave.

14.3 **Bereavement Leave:** Teachers will be granted five (5) days of paid leave per instance for the death of a member of a family member that occurs not more than a year after the family member's death. Bereavement leave includes leave taken in relation to the administration or settlement of the deceased family member's estate. Leave taken in relation to the administration or settlement of the deceased family member's estate shall not occur more than one year after the family member's death. For purposes of this subsection, family member has the same meaning as defined in 21 V.S.A. §471A.

Whenever a teacher is entitled to and/or granted paid or unpaid bereavement leave for the same occurrence, both leave provided the leave provided pursuant to the Agreement and that which is provided pursuant to the PFLA will be provided concurrently.

14.4 **Sick Leave:** Teachers will be entitled to paid leave for absences due to personal illness or physical disability, including disabilities connected with or resulting from pregnancy, as set forth herein. When such disability is foreseen, as in the case of elective surgery or pregnancy, the teacher will notify the Superintendent of the expected commencement date of sick leave as soon as this date is determinable.

Teachers shall be granted fifteen (15) days of paid sick leave. The Board agrees to permit the accumulation of sick leave up to a maximum of days equivalent to the work year (See also §9.1a). All teachers will be credited with fifteen (15) days sick leave after their first day of reporting to work for the corresponding school year. The Superintendent may request satisfactory evidence when absence under this sick leave provision exceeds three (3) consecutive teaching days. However, it will be the right of the Superintendent to require verification of illness in any instance in which they have reason to believe that the use of sick leave has not been for a bona fide illness or physical disability. A teacher will be entitled to use up to eight (8) days of their paid sick leave to attend to the illness of a member of their immediate family as defined in the Bereavement Leave provision of this Article. If eight (8) family sickness days and all personal days are used up, upon certification by a physician, a request can be made to the Superintendent to use additional accumulated sick leave for that purpose. The maximum family sickness days will be twenty (20).

Statutory Leave: To the extent that following statutory provisional are applicable to the Board, the Board shall comply with the requirement of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Act ("PFLA"). The District shall provide eligible teachers up to 12 weeks of unpaid leave during a 12-month period as defined in the Board policy. 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 sick (disability) leave or leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. The teacher may elect to use up to six (6) weeks of any paid leave which they have accrued under the terms of this Agreement during any period of leave provided pursuant to FMLA and/or PFLA. Except in the case of the teacher's own serious health condition, the use of paid leaves provided in the Agreement cannot be used to extend leave provided under the FMLA/PFLA. Also, FMLA/PFLA leave will be provided concurrent with Workers' 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.

14.5 **Sick Leave Bank:** Each teacher may contribute up to two (2) days of their annual or accumulated sick leave to a sick leave bank. The maximum number of days that the bank

may issue in any school year will be no more than two hundred (200) days. The decision by each teacher to contribute or not to contribute must be made between September 1 and October 16 and cannot be changed. Any teacher who has exhausted their personal sick leave may make written application for withdrawal from said bank, but no teacher may draw more than fifty (50) days in any two consecutive school years. The bank is to be jointly administered by the Association and the Board under appropriate guidelines, which they will jointly develop. Prior to the start of the first teacher workday, the Association will inform the Superintendent who will administer the sick bank on behalf of the Association. The guidelines will be reviewed on an annual basis prior to the start of the first teacher work day to determine if any changes are necessary. It is the responsibility of the Association to inform teachers of bank operating procedures.

14.6 **Adoption Leave:** Will be in accordance with the Family Medical Leave Act (FMLA) and the Vermont Family Medical Leave Act (VTFMLA) provisions.

14.7 **Extended Leave of Absence:** Leaves of absence, without pay, for a period of up to one (1) year may be granted at the discretion of the Board for any reason including but not limited to, leave for study, travel, child rearing, illness, and stress related conditions. Leave of absence for child rearing or childcare may be granted to either parent for natural or adopted children.

a. Except for parental leaves of absence, leaves of absence will be for one (1) year in length commencing in September. Leave requests will be submitted in writing by April 1 for leaves commencing September 1. Notification of intent to return in September the following school year, after the leave, must be submitted in writing to the Superintendent at the time of application for leave. The applicant will also verify to the Superintendent their desire to return prior to the date of issuance of contracts for the following year, (i.e., prior to April 15). Parental leaves of absence may be for less than one (1) year. Specific details for a parental leave of absence will be determined on an individual basis between the teacher and the Superintendent and approved by the Board.

b. Teachers returning from such leave will have all accrued benefits reinstated which were their entitlement at the time of the leave. A teacher will receive salary step/column credit for an unpaid leave of absence only when said leave is determined by the Board to be relevant to the teacher's professional development. The issue of whether the leave is related to "professional development" will be determined by the Board at the time the leave is granted.

c. On return from a leave of absence, a teacher will be assigned to the same position which they had at the time said leave commenced, or if the position is no longer in existence, to a substantially equivalent position.

d. The other provisions of this Article XIV notwithstanding, the Board may at its discretion fund all or any portion of a teacher's unpaid leave of absence, grant a

leave for reasons not expressly set forth in this Article, or extend the duration of a leave when so requests by the teacher.

e. Pursuant to section d) of this Article, the Board may extend a teacher's sick leave in the event that a teacher has exhausted their accumulation of sick leave as set forth herein. In such event, the Board agrees that the deduction from said teacher's salary will not exceed the cost of the person hired to replace them but in no event will this deduction exceed the teacher's per diem salary.

f. Any routine physical examination, immunization, x-ray, or other medical reports required by the Board will be performed at the expense of the Board.

14.8 **Military Leave:** The District will abide by Vermont (21 V.S.A. Subchapter 5) and federal (38 U.S.C. §4301 et seq.) laws with regard to leaves of absence for military service.

14.9 **Sabbatical Leave/Work Study Leave:** A sabbatical leave of absence may be granted by the Board upon approval of the Superintendent with the prior recommendation of the teacher's immediate supervisor(s), for approved programs of study or research, whether or not carried out in an academic institution. Final selection of the candidates will be determined by a committee of three persons representing the Superintendent, the Board, and the Association. All selected applicants must inform the Superintendent of their decision to accept or reject such approved request no later than March 15, for leave for a full school year or fall semester and no later than October 1, for leave during the spring semester. No more than two (2) percent of the teachers will be absent on sabbatical leave at any one time.

Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as they may require, no later than December 31, for those leaves desired for the following school year or fall semester and no later than April 1 for those leaves requested for the spring semester. Only those teachers who have completed at least six (6) full years in the Milton School District will be eligible for said leave, which may be for either one (1) full year or one one-half (1/2) a year, at the option of the teacher. A teacher who fails to return for at least two full years will, according to the terms of the contract, reimburse the Board for the amount of salary received while on leave.

Payment while on full-time sabbatical will be at the rate of seventy-five percent (75%) of the teacher's salary had the teacher not been on sabbatical leave. Payment while on a half-year sabbatical will be at the rate of 100% of the teacher's salary had the teacher not been on sabbatical leave. A teacher returning from sabbatical leave will be granted all rights granted under Sections B and C of Extended Leaves of Absence.

14.10 **Association Business Leave:** The Association President or their designee will be granted up to four days leave to conduct Association business. The cost of a substitute teacher, if any, will be borne by the Association.

14.11 **Association Official Leave:** Upon application, an unpaid leave of absence will be granted to any teacher in the bargaining unit for the purpose of serving in an Association elective office at the state or national level. Such leave will be for a period of time not less than the full term of the office held. Upon expiration or termination of leave, the teacher will be returned to the same position in the same building as was previously held if it exists; or if not, to an equivalent position.

The teacher will be placed on the salary schedule at the step which would have been appropriate had such leave not been taken. All other rights and benefits will be restored to the employee as fully as if such leave had not been taken. Seniority will accrue during the period of time.

14.12 **Insurance Continuation:** While on leave of absence of more than 12 weeks, a teacher will have the option to continue all insurance coverage provided for under this Master Agreement through COBRA. The Association and the teacher will hold the Board harmless for any and all costs or claims in the event that the insurance carrier determines that the teacher on a leave of absence is ineligible under the terms of the carrier's plan.

14.13 **Jury Duty Leave:** Teachers called to jury duty may elect either to receive their regular salary, or to receive jury compensation, but not both. Teachers will keep any court awarded reimbursements (for example, travel/mileage, meals, and lodging). Those called to jury duty, but not chosen as jurors, are expected to return to work no later than the next day.

ARTICLE 15 – NOTIFICATION

15.1 When written notice to the School Board is provided for under the terms of this Contract, such notice will be addressed to the Chairperson of the School Board at their District email address, with a copy sent to the Superintendent of Schools. Notice to the Association will be addressed to: President, Milton Education and Support Association (Faculty). Either party, by written notice to the other, may change the address at which future written notices are to be given.

15.2 Unless otherwise noted in this Contract, any reference to "day(s)" in the Contract will mean school days except when said day(s) occur between June 1 and September 1, in which case days will mean weekdays, excluding all legal holidays.

ARTICLE 16 – MISCELLANEOUS PROVISIONS

16.1 At least twice a year the Superintendent, Board Chair and the MESA Executive Board will meet to discuss issues and concerns of either party.

16.2 The Board agrees that the provisions of the Agreement and its practices, procedures, and policies shall be applied equally to all employees in the bargaining unit in accordance

with office of civil rights; that is without discrimination as to age, sex, sexual orientation, gender or gender identity and/or expression (including transgender identity), marital status, domicile, race, color, creed, national or ethnic origin, ancestry, religion or religious creed, disability or handicap, or any other legally protected status under state or federal law.

16.3 Copies of this Contract will be printed at the expense of the Board as soon after ratifications as is feasible and presented to all teachers now employed or hereafter employed by the Board.

ARTICLE 17 – COMPLIANCE

17.1 This Contract is a complete agreement between the contracting parties, covering all mandatory subjects of negotiation. The parties agree that the relations between them will be governed by the terms of this Contract only. No prior agreements or understandings, oral or written, will be controlling, or in any way affect the relations between the parties except where such agreements will be reduced to writing by mutual consent of both parties.

17.2 The parties will be under no obligation to discuss any modifications or additions to this Contract, except as may be herein provided for. It is agreed, however, that if any extraordinary or unusual circumstances occur, the parties will re-negotiate the same in good faith, and incorporate agreements reached into this Contract.

17.3 Work outside of regular teaching assignments, unless specifically covered by provisions of this Contract, will not be construed to be a part of the contractual relationship herein provided for. Salaries for additional positions which may be added to the Extra-Curricular Activities Schedule will be considered to be negotiable.

ARTICLE 18 – SEVERABILITY

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

ARTICLE 19 – STRIKES AND WORK STOPPAGES

19.1 The Board and the Association mutually subscribe to the principle that differences will be resolved by peaceful and appropriate means, without interruption of the school program. The Association therefore intends that there will be no strikes, work stoppages, or other concerted refusal to perform work by the teachers covered by this Contract, not any

instigation thereof during the life of this Contract. The Association further agrees to disassociate itself from support of any strike or work stoppage, which may be taken in violation of this provision.

ARTICLE 20 – VACANCIES AND TRANSFERS

20.1 A vacancy is any opening that occurs because of the creation of a new position, a bargaining unit member leaving the system, or an opening that occurs because of a Board granted leave of absence, temporary or permanent, with or without pay for a period of the remainder of the school year and at least sixty (60) school days.

20.2 Notice of vacant positions, whether temporary or permanent, will be provided to the Association within ten (10) calendar days after the occurrence of a vacancy. All such notices of vacancy will be posted on the district's website under Employment/Job Opportunities, in a public area within the central administration office, and delivered to the schools for posting. The Association President will be furnished a copy of such notice of vacancy at the time of posting. The posted notice will specify the last day on which voluntary transfers and applications can be submitted. Vacant positions may also be publicly advertised. Once a Notice of Vacancy has been posted, there will be no alteration to the job description, qualifications, and the rate of compensation without reposting.

20.3 During the summer months (June 15 – August 30) bargaining unit vacancies will be posted at the central administration office with a copy of said notices being transmitted to the Association. Any teacher requesting notice of vacancies during the summer months will so notify the administration and leave their forwarding address. The teacher will also leave a pre-addressed and pre-stamped envelope for this purpose and the Superintendent will mail such letter.

20.4 No vacant position will be permanently filled until all current teachers who apply for said position have been interviewed. In filling a bargaining unit vacancy, any appropriately highly qualified licensed member of the bargaining unit will be entitled to an interview. Bargaining unit members will suffer no loss in rights, benefits, or privileges as a result of transfer. Faculty currently under contract will not be considered for a change of assignment after August 10 unless it is in the best interest of the District as determined by the Superintendent and Board.

20.5 When a bargaining unit member, in cases of temporary vacancies, returns to the positions that they held at the time the vacancy commenced, the bargaining unit member currently in that position will be transferred to the same position which that member held before the transfer occurred. If one or more transfers are necessitated, the transfer procedure will operate to its conclusion unless otherwise mutually agreed upon between the Board and the Association.

20.6 A teacher may request a voluntary transfer to an anticipated or existing vacant position for the next school year. To be considered for a transfer, a teacher will submit written

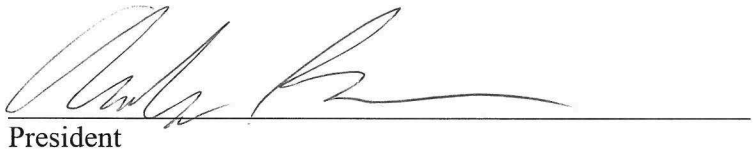
notice, specifying the desired position, to the building principal, to the Human Resources Office, and to the Superintendent. The Superintendent will consider a teacher's application solely on the merits of that teacher's qualifications for the position posted. The vacancy created by a voluntary transfer will not be considered in the decision. A request for voluntary transfer does not guarantee the transfer or an interview. If a request for voluntary transfer is denied, the Superintendent will report in writing to the teacher the reasons for the denial.

ARTICLE 21 – DURATION OF CONTRACT

The provisions of this Contract will be effective as of July 1, 2026 and will continue in effect through June 30, 2028, and for a period of one (1) year thereafter unless either the Board or the Association gives written notice to the other not later than October 1 prior to the expiration date, or any anniversary thereof, of its desire to reopen this Contract and to negotiate over the terms of a successor Contract. In the event that a successor to this Agreement has not been ratified by the Board and the Association as of the termination date of this Agreement, no salary schedule step advancement shall be provided unless and until the parties have ratified a successor to the Agreement which expressly provides for such salary schedule advancement. Column changes for education attainment shall be implemented pursuant to the terms of the Agreement regardless of the status of a successor agreement.

WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS this ___ day of _____, 2026.

MILTON EDUCATION AND SUPPORT ASSOCIATION (FACULTY)



President



Chief Negotiator

MILTON BOARD OF SCHOOL TRUSTEES



Chairperson

APPENDIX A: SALARY & STIPEND SCHEDULES

a. School year 2026-2027 – 5.25% new money, inclusive of step and any increase to the Base salary.

b. School year 2027-2028 – 5.0% new money, inclusive of step and any increase to the Base salary.

Column Movement: There will be column movement for those employees that meet contractual provisions.

53266

FISCAL YEAR 2027

Step	Index	BA	Index	BA+15	Index	BA+30	Index	MA	Index	MA+15	Index	MA+30
1	1.0000	53,266	1.0511	55,988	1.0992	58,550	1.1472	61,107	1.1953	63,669	1.2433	66,226
2	1.0391	55,349	1.0871	57,905	1.1352	60,468	1.1833	63,030	1.2313	65,586	1.2793	68,143
3	1.0752	57,272	1.1232	59,828	1.1712	62,385	1.2193	64,947	1.2673	67,504	1.3154	70,066
4	1.1112	59,189	1.1592	61,746	1.2073	64,308	1.2553	66,865	1.3034	69,427	1.3514	71,984
5	1.1472	61,107	1.1953	63,669	1.2433	66,226	1.2914	68,788	1.3394	71,344	1.3874	73,901
6	1.1833	63,030	1.2313	65,586	1.2794	68,149	1.3274	70,705	1.3754	73,262	1.4235	75,824
7			1.2673	67,504	1.3154	70,066	1.3634	72,623	1.4475	77,103	1.4595	77,742
8			1.3034	69,427	1.3514	71,984	1.3995	74,546	1.4835	79,020	1.4956	79,665
9					1.3875	73,907	1.4335	76,357	1.5196	80,943	1.5316	81,582
10					1.4235	75,824	1.4715	78,381	1.5556	82,861	1.5676	83,500
11							1.5076	80,304	1.5917	84,783	1.6037	85,423
12							1.5436	82,221	1.6277	86,701	1.6397	87,340
13									1.6637	88,619	1.6758	89,263
14									1.6997	90,536	1.7209	91,665
15											1.7757	94,584
16											1.8406	98,041

55155

FISCAL YEAR 2028

Step	Index	BA	Index	BA+15	Index	BA+30	Index	MA	Index	MA+15	Index	MA+30
1	1.0000	55,155	1.0511	57,973	1.0992	60,626	1.1472	63,274	1.1953	65,927	1.2433	68,574
2	1.0391	57,312	1.0871	59,959	1.1352	62,612	1.1833	65,265	1.2313	67,912	1.2793	70,560
3	1.0752	59,303	1.1232	61,950	1.1712	64,598	1.2193	67,250	1.2673	69,898	1.3154	72,551
4	1.1112	61,288	1.1592	63,936	1.2073	66,589	1.2553	69,236	1.3034	71,889	1.3514	74,536
5	1.1472	63,274	1.1953	65,927	1.2433	68,574	1.2914	71,227	1.3394	73,875	1.3874	76,522
6	1.1833	65,265	1.2313	67,912	1.2794	70,565	1.3274	73,213	1.3754	75,860	1.4235	78,513
7			1.2673	69,898	1.3154	72,551	1.3634	75,198	1.4475	79,837	1.4595	80,499
8			1.3034	71,889	1.3514	74,536	1.3995	77,189	1.4835	81,822	1.4956	82,490
9					1.3875	76,528	1.4335	79,065	1.5196	83,814	1.5316	84,475
10					1.4235	78,513	1.4715	81,161	1.5556	85,799	1.5676	86,461
11							1.5076	83,152	1.5917	87,790	1.6037	88,452
12							1.5436	85,137	1.6277	89,776	1.6397	90,438
13									1.6637	91,761	1.6758	92,429
14									1.6997	93,747	1.7209	94,916
15											1.7757	97,939
16											1.8406	101,518

Stipend Positions (Duties performed outside of regular contractual obligations):

LSB - $5,000 maximum expenditure, compensation at a rate of $22 per hour for BA and $27.50 per hour for MA.

Academic Support/Leadership - $20,000 will be set aside for grades 9-12 and $40,000 will be set aside for grades K-8 to fund positions deemed necessary by the administration for academic support/leadership positions, e.g. CTL's. The administration and MESA will decide the individual amount specified for each position before the position is posted.

Mentors - $2000.

Instruction Outside of Regular Contracted Work Hours – Hourly rate of pay for a highly qualified, licensed teacher is $35 per hour for BA and $45 per hour for MA. For every four hours of instruction, teachers will receive one-hour prep time compensated at the above rate. This rate will apply to all faculty who are performing the same instructional duties as performed during the regular school year, e.g., guidance counselors.

Curriculum Work - $22 per hour at the BA level; $27.50 per hour at the MA level.
Drivers Ed Summer - $30.25 per hour.
Master Scheduling, High School - $3,183.
Master Scheduling, Middle School - $1,061.
Master Scheduling, Elementary School - $1,061.

APPENDIX B: EXTRA-CURRICULAR SALARY GRIDS

The Board and the Association agree to the formation of a Co-Curricular Committee comprised of two members of the Association, two members of the School Administration, and one School Board member. The Committee will commence its work no later than May 1, 2026, and conclude no later than June 29, 2026. The Committee's charge is to review all academic coaching and advisor positions, determine which positions are most relevant and critical to the work of the District, the number of hours necessary to carry out the role of each position and identify an appropriate stipend for such role.

The Committee will prepare and present a report to the respective Board of School Trustees (the "Board") and the Milton Education and Support Association (the "Association") on or before July 25, 2026. If the report is accepted by the Board and the Association, then the recommendations will be incorporated into the successor 2026-2028 Master Agreement.

New activities will be added as follows:

Any faculty member who wishes to start a new program will first get approval from his/her administrator. The proposal will then be taken to the Superintendent who will bring it to the Board for final determination.

Extra-Curricular Salary Groupings

Group I

Head Coach Gymnastics
Head Coach Ice Hockey
Head Coach Basketball – Boys
Head Coach Basketball – Girls
Head Coach Drama
Head Coach Wrestling
Yearbook
Student Council – Senior High School
Senior Class Advisor – High School
Music – High School Chorus/Select
Ensemble Music – High School Stage
Band(s)
Second Drama Production
Football

Group II

Head Coach Field Hockey
Head Coach Soccer – Boys
Head Coach Soccer – Girls
Head Coach Baseball
Head Coach Softball
Head Coach Track – Boys
Head Coach Track – Girls
Head Coach Cross Country – Boys & Girls
Head Coach Cheerleading – Winter

Lacrosse
Student Council – Elementary
National Honor Society Advisor
Student Council – Middle School
Literacy Magazine Advisor
Debate Advisor
TASC
Junior Class Advisor
Leadership League Advisor – Grades 3, 4, & 5
Leadership League Advisor – Middle School
Virtual High School Coordinator/Vermont Virtual Learning Coordinator
Middle School Overnight Field Trip Coordinator
Teach Director – Drama (per production)

Group III

Scholars Bowl Coach
Golf Coach
Fifth and Sixth Grade Intramurals
Seventh and Eighth Grade Intramurals
Musicals – Elementary and Secondary
International Club Advisors
Newspaper Advisor
Freshman Class Advisor
Sophomore Class Advisor
Math Competition League Math Counts

Middle School Sports

Soccer Coaches A & B – Boys
Soccer Coaches A & B – Girls
Basketball Coaches A & B – Boys
Basketball Coaches A & B – Girls
Cheerleading Coach
Track Coach
Cross-Country Coach
Softball Coach
Baseball Coach

Other

JV Coach – 60% of Varsity
Varsity Assistant – 50% of Varsity Coach
Freshman Coach – 50% of Varsity Coach
Middle School Coach – 50% of Varsity Coach

An approximate ratio of one paid coach per 20 athletes will be maintained. In succeeding, years' salaries will be tied to the extra curricular salary schedule index based on BA Step 1 of the faculty contract.

FY25 Base		$49,848.00				
	Group I		Group II		Group III	
Step	Index	Salary	Index	Salary	Index	Salary
1	0.085	$4,237	0.07	$3,489	0.03	$1,495
2	0.09	$4,486	0.075	$3,739	0.035	$1,745
3	0.095	$4,736	0.08	$3,988	0.04	$1,994
4	0.1	$4,985	0.085	$4,237	0.045	$2,243
5	0.105	$5,234	0.09	$4,486	0.05	$2,492
6	0.11	$5,483	0.095	$4,736	0.055	$2,742
7	0.115	$5,733	0.1	$4,985	0.06	$2,991
8	0.12	$5,982	0.105	$5,234	0.065	$3,240
9	0.125	$6,231	0.11	$5,483	0.07	$3,489
10	0.13	$6,480	0.115	$5,733	0.075	$3,739
11	0.135	$6,729	0.12	$5,982	0.08	$3,988

FY26 Base		$51,403.00				
	Group I		Group II		Group III	
Step	Index	Salary	Index	Salary	Index	Salary
1	0.085	$4,369	0.07	$3,598	0.03	$1,542
2	0.09	$4,626	0.075	$3,855	0.035	$1,799
3	0.095	$4,883	0.08	$4,112	0.04	$2,056
4	0.1	$5,140	0.085	$4,369	0.045	$2,313
5	0.105	$5,397	0.09	$4,626	0.05	$2,570
6	0.11	$5,654	0.095	$4,883	0.055	$2,827
7	0.115	$5,911	0.1	$5,140	0.06	$3,084
8	0.12	$6,168	0.105	$5,397	0.065	$3,341
9	0.125	$6,425	0.11	$5,654	0.07	$3,598
10	0.13	$6,682	0.115	$5,911	0.075	$3,855
11	0.135	$6,939	0.12	$6,168	0.08	$4,112

APPENDIX B: CO-CURRICULAR SALARY GRID

New activities will be added as follows:
Any faculty member who wishes to start a new program will first get approval from his/her administrator. The proposal will then be taken to the Superintendent, who will bring it to the Board for final determination.

Group 1

Athletic Coach Title Coaches Tied to Index		Academic Co-Curricular Titles (155 + Hours) $7875
Head Coach Ice Hockey		Director MHS Fall Drama
Head Coach Basketball - Boys		Yearbook
Head Coach Basketball - Girls		Musical Director (per production)
Head Coach Football		Tech Director (per production)
		MHS Select Band
		Director MHS Spring Drama
*E-Sports (to date paid a small stipend via title grant - to be discontinued and recommendation to shift to athletic budget as it is a VPA sponsored "non-traditional sport" like Bass Fishing)		Middle School Overnight Field Trip Coordinator

Group 2

Athletic Coach Title		Academic Co-curricular Title (125 Hours) $4375
Head Coach Field Hockey		International Club Advisors
Head Coach Boys Soccer		MHS Chorus
Head Coach Girls Soccer		MHS Senior Class Advisors (2)
Head Coach Baseball		National Honor Society Advisor
Head Coach Softball		Game Club Advisor
Head Coach Track - Boys		Rock Project
Head Coach Track - Girls		

Head Coach Cross Country - Boys and Girls		
Head Coach Cheerleading - Winter		
Head Coach Cheerleading - Fall		
Head Coach Boys Lacrosse		
Head Coach Girls Lacrosse		
Head Coach Boys Ultimate		
Head Coach Girls Ultimate		
Head Coach Bass Fishing		

Group 3

Athletic Coach Title		**Academic Co-curricular Title (60 hours) $2100**
Golf Coach		MHS Student Council
Bass Fishing		Literary Magazine Advisor Writer's Block
		Junior Class Advisor (2)
		Freshman Class Advisor (2)
		Sophomore Class Advisor (2)
		Milton Runs - MES
		Mock Trial
		Art Club
		M4SJ
		Volleyball
		TBD MMS Offerings (3)
		TBD MES Offerings (3)

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Milton Education and Support Association (Faculty)

Chief Negotiator (MESA), Casey Fredenburgh

Chief Negotiator (Board), Jeremy Metcalf

September 8, 2026

SIDE LETTER OF AGREEMENT

Between Milton Education and Support Association (MESA) And Board of School Trustees for the Milton Town School District (MTSD)

RE: Correction to Appendix B Co-Curricular Salary Grid (Group 1 Multipliers)

WHEREAS, MESA and the MTSD Board negotiated a Master Agreement and associated Appendix B Co-Curricular Salary Grid for the term of July 1, 2026, through June 30, 2028; and

WHEREAS, the bargaining record and proposal supporting evidence reflect the mutual agreement that two Group 1 positions—Tech Director (per production) and Music Director (MHS Fall Drama)—were established at 0.75 (75%) of the full Group 1 Director rate ($5,906 for FY27 based on the $7,875 base rate); and

WHEREAS, due to a clerical omission, the 0.75 multiplier for these two Group 1 positions was omitted from the finalized Appendix B document;

NOW, THEREFORE, MESA and the MTSD Board mutually agree to the following terms:

1. Compensation Correction: Effective July 1, 2026, the stipend rate for the Tech Director (per production) and Music Director (MHS Fall and Spring Drama) positions in Group 1 shall be calculated at 0.75 (75%) of the Group 1 Director rate ($5,906 for FY27, adjusted in subsequent years by the agreed percentage increases).
2. Term: This Side Letter takes effect on July 1, 2026, and remains in effect through June 30, 2028, running concurrently with the 2026–2028 Master Agreement.
3. Incorporation: This document shall be attached to Appendix B of the Master Agreement and holds the same authority as the primary contract.
4. Non-Precedent: This agreement resolves an isolated clerical omission and does not set a past practice or precedent for future contract administration.

FOR MESA:

Authorized Representative Signature & Title  President

Date 9/15/26

FOR THE MTSD BOARD:

Board Chair / Authorized Representative Signature 

Date 09/10/26