MASTER CONTRACT BETWEEN THE BOARD OF SCHOOL TRUSTEES
MILTON TOWN SCHOOL DISTRICT
OF MILTON, VERMONT AND THE MILTON SCHOOL DISTRICT
ADMINISTRATIVE STAFF ORGANIZATION 2019-2020
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PREAMBLE

In order to effectuate the provision 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 Administration, represented by the Milton School District Administrative Staff Organization (hereinafter referred to as the Organization) and to enable the Administration 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 related to employment, and other matters of mutual agreement so that the cause of public education may be served in the Milton Town School District (hereinafter referred to as the District).

This Agreement between the Board and the Organization shall become effective on July 1, 2019 and shall continue in effect through June 30, 2020.

ASSURANCES

The Board of Trustees of the Milton Town School District agrees to abide by the code of ethics of the Vermont School Boards Association.

The Board agrees to abide by all statutory provisions applicable to administrator employment contained in the Vermont Statutes Annotated, and shall not otherwise, directly or indirectly, discriminate against any administrator in regard to wages, hours, or other terms and conditions of employment by reason of race, creed, religion, color, national origin, disability, age, sexual orientation, marital status, and union membership or activity, or any other legally protected status under state or federal law.

The administrators agree that they will perform their duties according to their job descriptions in and for the Milton Town School District, as prescribed by the laws of the State of Vermont, and by the rules and regulations made thereunder by the Board of School Trustees, and in accordance with the code of ethics of their respective professional associations.
ARTICLE I - RECOGNITION

1.1 The Board recognizes the Organization as the exclusive representatives for collective bargaining purposes on matters of salary, related 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 administrators licensed by the Vermont State Board of Education and serving as Principal, Assistant Principal, Director of Student Services, Assistant Director of Student Services, Dean of Students or Director of Curriculum and Instruction in the Milton Town School District. The Superintendent and any Assistant Superintendents are excluded from the Organization. Despite references in this contract to the Board or the Organization as such, each reserves the right to act hereunder by committee. The Board agrees not to negotiate with any administrator's organization other than the Organization for the duration of this contract except to the extent required by law.

ARTICLE II - BOARD RIGHTS

2.1 It is herein agreed that except as specifically and directly modified by express language in a specific provision of this agreement, 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 III - ADMINISTRATOR RIGHTS

3.1 The Board agrees that each administrator shall have the right to freely organize, join, and support the Organization for the purpose of engaging in collective bargaining. It is further agreed that each administrator shall have the right not to join or support this or any other administrative organization if he/she so desires. It is further agreed that neither the Board nor the Organization shall discriminate against any administrator with respect to salary, economic conditions of employment, or professional employment by reason of his/her membership or non--membership in the Organization and its affiliates, nor for participation in the lawful activities of the Organization. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he/she may have under Vermont or federal law. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.
3.2 Whenever any administrator is required to appear before the Superintendent, the Board, or any committee thereof, with respect to a written complaint or formal charge concerning his/her competency or his/her position of employment, he/she shall be entitled to have legal counsel and/or a representative of the Organization or its affiliates present to advise and represent him/her during such appearance.

3.3 An administrator shall have the right, upon request, to review the contents of his/her personnel file. An administrator shall be entitled to have a representative of the Organization accompany him/her during such review.

ARTICLE IV - ORGANIZATION RIGHTS

4.1 The Organization shall have the right to use such facilities and equipment as are normally located for administrative use within school, as well as school audio-visual equipment at reasonable times and upon appropriate request to the Superintendent, provided that such use does not interrupt normal school activities. Any cost for repair or replacement as a result of such use of the equipment or the use of materials or services will be borne by the Organization. Duly authorized representatives of the Organization shall be permitted to transact official business on school property at reasonable times, provided that this shall not interfere during school hours with the teaching of pupils, or assigned duties, or interrupt normal school operations. The Organization shall have the right to use an area designated by the Superintendent for the posting of notices of its activities and matters of the Organization concerned. No material shall be placed in the designated area, which is derogatory of any school personnel or officer or detrimental to the best interests of the District. The Organization may use inter-school mail services for communication to administrators provided that the above-mentioned safeguards are followed.

ARTICLE V - NEGOTIATIONS

5.1 The Organization agrees to notify the Board of intent to negotiate by October 15 of the contractual year in which such negotiations are to take place. On or before November 15 of the school year in which this Agreement expires, the negotiating teams for the Board and the Organization shall meet for the purposes of discussing those matters which are to be considered for negotiation, to establish an initial agenda, and to finalize procedural ground rules for negotiation sessions. Negotiations shall take place in good faith in order to reach agreement upon the subsequent contract. Each party shall make available such information as may be reasonably deemed necessary for developing intelligent, feasible, and constructive proposals on behalf of the administration, the teachers, the students, and the school system. During negotiations the committee of the Board and the committee of the Organization will present relevant data, exchange points of view, and make
proposals and counter-proposals. Despite references in this Article to the Board and the organization, each shall have the right hereunder to act by committee, or by designated representatives, whether or not members, for each party. However, each party shall have the right to have no more than three (3) resource persons present at any one time. Each party will provide to 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 subjects. Procedures for negotiations and for the resolution of impasse shall be as defined in 16 V.S.A., Chapter 57, Subchapter 3, which is hereby adopted and incorporated into this contract by reference.

ARTICLE VI- ADMINISTRATIVE EMPLOYMENT

6.1 When, in the judgment of the Board, it is necessary to reduce an administrative position, the Board will retain those administrators with the longest period of continuous service as an administrator in the District, when all other qualifications (position, performance, license, etc.) are equal as determined by the Superintendent.

6.2 In the event of a position being eliminated as outlined above (6.1), the affected administrator will be offered a vacant teaching position for which the administrator is qualified to teach provided the Board has met its contractual obligations specified in the faculty contract and the following conditions are met:

A. The teaching position is in the same endorsement area that the administrator taught prior to becoming an administrator.

B. There are no job performance issues (needs improvement, unsatisfactory, or on an improvement plan) identified by the administrator's supervisor.

C. The administrator has a valid educator's license and endorsement which permit the administrator to teach the position sought.

6.3 An administrator does not have any priority over a teacher who has been affected by the Reduction in Force Policy, agreed to by the Milton Board of School Trustees and the Milton Education Association.

6.4 The administrator will be placed on the teachers' salary scale at the placement which recognizes his/her administrative and teaching experience. One year of administrative experience shall equal one year of teaching experience in this determination.
6.5 An administrator who wishes to voluntarily return to teaching will be given the first vacancy for which he/she is qualified provided the Board has met its obligations specified in the faculty contract and the following conditions are met:

A. The administrator had been a teacher in the Milton Town School District immediately preceding employment as an administrator.
B. The administrator applies for a teaching position in the same endorsement area as he/she had been teaching prior to becoming an administrator. Example: Prior to becoming an administrator he/she taught math at the middle level. A position teaching math at the middle level has become vacant.
C. The request to return to teaching is made within the first two years of employment as an administrator.
D. There are no performance issues (needs improvement, unsatisfactory, or on an improvement plan) identified by the administrator’s supervisor.
E. The administrator has a valid educator’s license and endorsement which permit the administrator to teach the position sought.

6.6 Any accumulated sick leave will be retained as long as said person is in the District.

6.7 In the event of position elimination as outlined above, an administrator so affected will be recalled to a vacant administrative position for which he/she is licensed and qualified. Qualification will be determined by the Superintendent after consultation with the Organization. This right of recall shall be valid for a period of 14 months, until September 1 of the following school year. The administrator must keep a current application on file, and must respond to a notice of recall sent by certified mail or hand delivered within ten (10) days of receipt.

ARTICLE VII- CONTRACT RENEWAL

7.1 Administrator renewal, nonrenewal and dismissal shall be in accordance with Title 16, V.S.A., Chapter 5, Section 243. Consistent with this statute, the Board shall provide written notice of nonrenewal to a principal any time between February 28th and at least 90 days before the contract expires which would be April 2nd. An administrator other than a principal (including assistant principal and dean of students) shall be notified by February 28th if his/her contract is not to be renewed. Any notification shall be in writing and shall be delivered by registered or certified mail, or in person, and shall clearly set forth just and sufficient reasons for non-renewal.
7.2 The Board shall offer a contract of employment to an administrator annually on or before April 2nd. An administrator receiving a contract shall indicate acceptance of the offer by signing and returning the contract by April 15th. Failure of an administrator 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 shall be considered vacant. The Board, at the request of an administrator, may at its discretion extend beyond April 15th, the date of return of an individual contract.

7.3 Administrators will be issued one year, probationary contracts during each of the administrator's first two years of employment. During this initial probationary period, the administrator's contract can be non-renewed, and such action will not be subject to either the just cause provision (Article 7.6) or grievance procedure (Article 10) of this agreement. Subsequent contracts will be for two years, unless the administrator is placed on a probation year.

7.4 Fringe benefits for administrators not returning to the District will terminate as of June 30th.

7.5 Any individual contract issued prior to the conclusion of negotiations for a successor agreement to this contract shall be made consistent with the terms and conditions of the successor agreement.

7.6 Except for administrators issued probationary contracts under 7.3, an administrator shall not be denied a renewal of contract or put on probation except for just and sufficient cause, and upon consultation by the Board with the Superintendent.

7.7 Any administrator who is placed on probation after their first two years of employment shall receive a statement explaining the reason for the probation, methods by which the administrator can resolve those issues, and a timeline for completion.

7.8 Any administrator placed on probation shall not receive an increase in salary until the probation period is completed. If the probationary condition is resolved to the satisfaction of the administrator, the Superintendent, and the Board before February 15th of the contract year, any salary increment due the administrator as a result of the negotiated agreement will be awarded retroactively. If the probationary condition is not resolved to the satisfaction of the Superintendent and the Board before February 15th, the Board may notify the administrator by February 28th that the administrator's employment with the District will cease on June 30th.

7.9 Any probation period beyond the first two years of employment may not be extended beyond one calendar year. If the probation conditions have not been resolved within the agreed timeline,
7.10 If an administrative position is reduced for budgetary reasons, the Board will provide notice to the administrator on or before February 28th of the year the proposed budget is approved by the Board.

ARTICLE VIII- CONDITIONS OF EMPLOYMENT

8.1 For the purpose of this contract, the period of administrator's service shall be determined by the Board prior to the signing of this and all successor contracts.

8.2 Those administrators on a full-year contract will be allowed twenty-six (26) working days' vacation per year. Administrators who have assignments of less than a full year will have their vacation days prorated using a 222 day working year as the basis for full employment. Vacation days are to be scheduled with the approval of the Superintendent.

8.3 Those administrators on a full-year contract will receive paid holidays in accordance with the adopted school district calendar, but the total will not exceed twelve (12) days. The twelve days are: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and the following day, Christmas Day and the day before or after, New Year's Eve, and three (3) Optional days. Administrators who have assignments of less than a full year will have their optional days prorated using a 222 day working year as the basis for full employment. Holidays and optional days may not be taken on a school day when children and teachers are present. Similar to other leave requests, optional days will be approved in advance by the Superintendent.

8.4 Attendance of administrators during emergency school closings will be at the discretion of the Superintendent with due consideration of health and safety factors involved.

8.5 Vacation time is non-accumulative and arrangements for vacations must be approved in writing by the Superintendent. Vacation earned must be taken prior to August 15th of the following contract year. Upon approval of a written plan submitted to the Superintendent prior to August 15th, an administrator may use carry-over vacation prior to January 1st on days when students are not present. The administrator shall be financially compensated for vacation leave earned during the current year but not taken prior to separation from employment with the District.
8.6 Conflict of Interest is a situation in which an administrator has competing professional or personal obligations or personal or financial interests that would influence or would appear to influence the objective exercise of his/her professional duties. To avoid a conflict of interest, an administrator will not perform services for another employer or his/her own consulting firm which:

- Interfere with the services provided to the Milton Town School District,
- Are performed during the days and times when the administrator is expected to be performing services for the Milton Town School District, or
- Make, cause, or influence decisions in which the administrator, his/her spouse, household member, or business associate has a direct personal or pecuniary interest in the outcome of the decision.

Questions regarding whether a particular activity constitutes a conflict of interest should be brought to the Superintendent for review. Any decisions resulting from this review will be shared with the Board.

ARTICLE IX- ADMINISTRATOR EVALUATIONS

9.1 The annual evaluation of each probationary administrator will be completed by the Superintendent prior to January 15th. The annual evaluation of all other administrators will be completed by the Superintendent prior to June 30th. Evaluations will be conducted pursuant to the MTSD Administration Evaluation Process and based upon goals established collaboratively at an evaluation planning meeting between the administrator and the Superintendent prior to September 30th.

9.2 Administrators shall be provided a copy of any formal evaluation instrument utilized by the District to evaluate their performance prior to September 1st. Any formal evaluation instrument used by the Superintendent to evaluate administrators will be developed with input/feedback from the Milton School District Administrative Staff Organization. Each administrator will be provided a copy of any evaluation report prepared regarding his/her performance and will be entitled to a conference to discuss said reports. Such reports shall not serve as a basis for any action adverse to the administrator unless the administrator has had an opportunity to participate in said conference. The administrator will acknowledge that he/she has had an opportunity to review the evaluation report by signing the copy to be filed with the express understanding that such signature does not indicate agreement with the content thereof. No administrator will be required to sign a blank evaluation. The administrator will have the right to submit a written response to the evaluation which shall be attached to the file copy.
9.3 The purpose of evaluation is the on-going supervision and development of administrators. The administrator and Superintendent each have a role in the evaluation process.

Administrator's Role: To participate in the development of and work toward individual goals which are in concert with their school, programs, and District Strategic Plan; To participate in the development of and work toward achieving school, program, and District goals.

Superintendent's Role: To participate in the development of and approve all individual goals; To promote the development of building and District level programs consistent with the District's Strategic Plan; To complete the evaluations of all administrators; To provide specific suggestions for improvement.

9.4 The Superintendent will seek input from the Board on the performance of each administrator during an executive session. This input will be considered by the Superintendent when the evaluation is written.

**ARTICLE X- GRIEVANCE PROCEDURES**

10.1 A grievance shall be construed, for purposes of this contract to mean any claim by the Organization or an Administrator that there has been a violation, misinterpretation or misapplication of this contract, or a violation of its or his/her right to fair treatment, save that the grievances with respect to matters which are not a specific part of this contract shall not be subject to resolution by arbitration.

10.2 An aggrieved person shall be the person or persons making a claim pursuant to 10.1. 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.

10.3 At all steps of the formal grievance procedure herein provided for, the grievant shall be entitled to representation by the Organization or by such other representative as he/she may choose.

10.4 The Organization shall 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 shall not, however, constitute the Organization a party to the grievance unless the Organization represents the grievant by his or her specific direction and request.

10.5 All time limits in the grievance procedure shall consist of school days, except when a grievance is submitted between June 1 and September 1, in which case all time limits shall consist of weekdays, excluding all legal holidays. 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 be construed to be a decision against the grievant.

10.6 Nothing contained within this grievance procedure shall be construed as limiting the right of any member having a grievance to discuss the matter informally with his/her supervisors before filing the matter as a formal grievance and having the dispute adjusted without the intervention of the Organization, provided such adjustment is in agreement with the Contract. The Superintendent and Organization Representative shall be informed of any resolution within five (5) days of the resolution.

10.7 Should informal process fail to resolve the grievance, then a formal filing of the grievance shall be made in accordance with the following procedures:

Step I - The grievant shall forward a written copy of the grievance to the Superintendent and Organization, setting forth the specific problem being grieved, stating the redress sought, and requesting personal discussion. The Superintendent shall within ten (10) days after receipt of the grievance, render in writing a decision, copies of which shall be given to the grievant and to the Organization. No grievance shall be given consideration unless it is filed at the appropriate beginning step within thirty (30) school days of the occurrence, which gave rise to the grievance.

Step II - If the grievance is not resolved at Step I, the grievant may within ten (10) days, forward the grievance to the chairperson of the Board of School Trustees, or his or her agent, setting forth the reason for dissatisfaction with the decision of the Superintendent, stating the redress sought and request a personal discussion. The Board shall, within ten (10) days of the receipt of the grievance, meet, either as a whole or by a committee, to consider the substance and adjudication of the grievance, and shall within ten (10) days of such meeting render in writing a decision, copies of which shall be given to the grievant and to the Organization.

Step III - If the grievance is not resolved in Step II, the grievant may, within ten (10) days, request binding arbitration upon the matter. Such request shall be made in writing, and shall be delivered by to the Superintendent and to the Organization Representative, or his or her designated representative. Arbitration shall be by a single arbitrator unless both parties do agree to arbitration by an arbitration panel in which case arbitration shall be by such panel. The person or arbitrator shall be determined by mutual agreement between the Board of School Trustees, or its designated representative, and the grievant, or his/her designated representative. Should the parties be unable to agree upon an arbitrator
within ten (10) days, the arbitration shall be requested from the American Arbitration Association. If arbitration by a panel is elected by the parties, then each party shall appoint one member of the arbitration panel, and the members so appointed shall appoint a third member who shall 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 shall be requested from the American Arbitration Association. Decisions of the arbitrator in matters of grievance shall be final, and shall not be subject to appeal by either party. Costs of arbitration shall be borne in equal proportion by the parties to the grievance. The arbitrator or arbitrators shall be empowered to include in any award such financial reimbursements or other remedies as shall be judged to be proper. But, an arbitrator shall 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 shall bear full costs of such transcript. Neither the Board nor the Organization will be permitted to assert any grounds before the arbitrator, which were not previously disclosed to the other party.

10.8 The Board and the Organization agree to cooperate 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.

10.9 Under no circumstances shall 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 in advance.

10.10 No reprisals of any kind will be taken by the Board or the Organization against any Administrator because of participation in the grievance procedure.

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

10.12 In accordance with 12 V.S.A. s5652(b), the Board and the Organization understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Organization 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 XI- RATES OF PAY

11.1 Base salary increases for Milton Town School District administrators for the contract period will not exceed the average of 3.2%.

11.2 Initial hiring salaries for secondary assistant administrators and deans will not exceed 85% of the average salary of principals at the secondary level (6-12). Initial hiring salaries for elementary assistant principals and deans will not exceed 85% of the average salary of principals at the elementary level (PK-5). Base salary increases for assistant administrators and deans will be the same as those specified in Article 11.1. When selecting a final applicant to fill an administrative position, the Board agrees to have the Superintendent inform the new hire that their position will be a member of the Association and therefore may consult with the Association regarding salary.

11.3 Administrators who have assignments of less than the full year will have their salary prorated using a 222 day working year as the basis for full employment.

11.4 If an administrator working less than a full-year, full-time contract accepts a request from the Superintendent to work additional days or part days, the administrator will be compensated at a daily rate of pay consistent with his or her contractual rate. Fractional rates will be calculated using an eight (8) hour day.

ARTICLE XII- INSURANCE

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

12.2 A. The District shall offer the following VEHI Health Plans to participating employees:

1. VEHI Platinum
2. VEHI Gold
3. VEHI Gold – CDHP
4. VEHI Silver – CDHP

The District will contribute 80% of the premium of the cost for the VEHI Gold-CDHP Plan for
single, 2 Person (2 Adult), Parent/Child (ren) or family coverage. The employee shall pay the remaining premium through automatic payroll deduction. The Board contribution to the premium for the VEHI Platinum, VEHI Gold or Silver- CDHP plans shall be limited to a dollar amount equal to the dollar amount of the Board contribution for the VEHI Gold - CDHP Plan; the employee shall pay any difference in the premium cost.

B. If an employee selects the Gold CDHP plan for health insurance coverage, the District shall offer the employee the opportunity to participate in a Health Reimbursement Account ("HRA"). The District shall offer an integrated HRA, including both Rx (prescription) and medical expenses to employees enrolled in the Gold CDHP Plan. The HRA shall cover all medical deductibles, co-insurance, copays, and Rx costs ("medical expenses") provided however, the administrator shall pay the first dollar amount of medical expenses as defined herein up to the following amounts: single - $400; two person - $800; parent/child(ren) - $800; family- $800 of the medical maximum out of pocket costs for the respective levels of coverage. The District shall select an HRA administrator and shall pay the monthly administrative costs. The HRA shall not include a rollover from one year to the next year, but shall provide for a 90 day run out for expenses from one year to the next year. Benefits under the HRA shall be prorated during the plan year based on the employee's date of hire. The Board shall have the authority to determine all other administrative determinations regarding the HRA.

C. Employees may change plans only during an open enrollment period except for those experiencing qualifying events such as marriage, divorce or the birth of a child.

The Organization and the Board mutually agree to consider alternative health care coverage to decrease costs. No coverage changes will be made unless the Organization and the Board mutually agree to such changes.

12.3 Eligible full-time employees, 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). Dual option for eligible employees, who must make such election prior to June 1
of the preceding school year on a form available from the Superintendent. An employee so electing payment in lieu of insurance who then seeks to reverse his/her 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). This cash in lieu of insurance option is not available to employees who are enrolled as a dependent or spouse of another employee within the District. Any employees who received this benefit during the 2016-2017 school year shall be "grandfathered" and remain eligible for the payment notwithstanding the preceding sentence. All other terms and conditions shall be as defined in the District's Section 125 plan document.

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

12.5 The Board agrees to provide and pay the premium for a term life insurance policy for each administrator. The face value of the plan shall be two hundred thousand dollars ($200,000).

12.6 The Board will provide Liability and Workers Compensation Insurance as required by the laws of the State of Vermont.

12.7 The Board agrees to provide, at its cost, long-term disability insurance coverage to employees in accordance with a plan approved by the Organization and the Board. Said policy will begin coverage after ninety (90) consecutive calendar days of illness and will pay two-thirds (2/3) of an employee's monthly salary, up to the maximum monthly allowance permitted by the policy.

ARTICLE XIII- PROFESSIONAL BENEFITS

13.1 Actual expenses incurred for administrators to attend professional meetings, conferences, and workshops will be reimbursed by the District, with prior approval of the Superintendent. The Superintendent will share these requests with the Board. The request and response shall be made in writing.

13.2 Twelve-month employees, with the prior approval of the Superintendent, will be allowed to take professional courses between the last school day in June and prior to school opening in September. These approved days will not be counted as vacation days. The request and
response will be made in writing.

13.3 Course Reimbursement - The Board agrees to provide monies to each administrator with the opportunity of receiving course reimbursement. Administrators must make application of intent of course work to the Superintendent at least ten (10) days before the course is to begin. The administrator has the option of using course reimbursement funds for workshops and conferences related to professional development with the prior approval of the Superintendent.

Reimbursement shall be limited to the cost of two (2) three credit courses, including tuition, lab fees, and the registration costs at the then prevailing rates of the University of Vermont. Reimbursement shall not be paid if the administrator received tuition reimbursement from another source, or did not complete the course with a grade of B or better.

13.4 Reimbursement for Automobile Vandalism - The Board agrees to pay actual costs up to $500.00 per incident for physical damage to automobiles owned by the administrators. The vandalism must be reported to and investigated by the appropriate law enforcement, and the incident must be related to employment in the District.

13.5 Professional dues - The Board agrees to pay for professional memberships (dues) in one (1) state and two (2) national educational organizations per administrator per year. (The Board will pay up to $200 for the second national educational organization.)

13.6 The Board recognizes staff development as one important aspect for the improvement of the school system. The Board therefore, commits to a minimum of one (1) session per year for the entire administrative staff to be used at the discretion of the Superintendent for educational, planning, goal setting, visiting other districts with exceptional programs, or other related professional development purposes, as long as funds other than local tax dollars are available for these seminars.

**ARTICLE XIV - PROFESSIONAL LEAVE**

14.1 Upon request, the Superintendent may grant professional leave without loss of pay to observe in another school and/or attend professional meetings. Each administrator has a professional responsibility to attend at least one (1) professional development conference per contracted year.
ARTICLE XV- PERSONAL LEAVE

15.1 The Board will grant paid personal leave to full-time administrators up to four (4) days in any one year. Such leave is not to be accumulative from year to year and must have received prior approval for two (2) of these days by the Superintendent. All personal leave days under this provision of the Article are for the conducting of business or personal affairs which cannot be accomplished at any other time. Personal leave shall not be allowable or used for such purposes as social affairs, pleasure trips, etc.

ARTICLE XVI- BEREAVEMENT LEAVE

16.1 Five (5) days leave, with pay, per occurrence will be allowed for death in an administrator's immediate family. The immediate family will be defined as: spouse, civil union partner, child, parent, sibling, grandparent, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, sibling-in-law, parent-in-law, guardian or member of the immediate household. Other family members not listed here may be included on a case by case basis with approval of the superintendent.

ARTICLE XVII - SICK LEAVE

17.1 The Board agrees that the administrators may have a maximum accumulation of one hundred (100) sick leave days at any given time. Administrators will receive twenty-five (25) sick leave days at the beginning of each contract year; provided such additional days shall not exceed the maximum accumulation rate. The Board agrees to "grandfather" the sick leave accumulation of employees who have in excess of ninety (90) days on June 30, 2017. Such grandfathered administrators shall retain their existing accumulation of sick days provided however; the use of such days shall reduce their maximum accumulation day for day until it reaches one hundred (100) days.

17.2 This accumulation is conditional, in that whenever an administrator is adjudged by a physician to be permanently disabled, the administrator or his or her physician will so notify the Board within thirty (30) days. After such notification, the Board will be released from the obligation of issuing a successor contract and may hire a replacement for the disabled administrator. The disabled administrator will then continue to receive remuneration until his/her accumulation has been exhausted. Other benefits, except re-employment, shall continue until the contract of the involved administrator expires.

17.3 An administrator will be entitled to use up to eight (8) days of his/her paid sick leave to attend to the illness of a member of his/her immediate family as defined in Article 16.1 of this agreement. 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).

17.4 The administrators shall be entitled, in addition to this accumulation, to the use of sick leave allocation for the current year. The Superintendent may request satisfactory evidence when absence under this sick leave provision exceeds three (3) consecutive working days. However, it shall be the right of the Superintendent to require verification of illness in any instance which he/she has reason to believe that the use of sick leave has not been for a bona fide illness.

17.5 Sick leave days accumulated before the active date of this contract will be honored.

17.6 Any member of the Milton School District Administrative Staff Organization may contribute up to (10) sick days per year to other members of the Organization, with consultation with the Superintendent and the Administrative Organization.

17.7 Depending upon the reason for sick time, the District reserves the right to classify sick leave as Family and Medical Leave under the provisions of the Family and Medical Leave policy.

ARTICLE XVIII- FEDERAL FAMILY MEDICAL LEAVE

18.1 In accordance with the Family Medical Leave Act of 1993, administrators who qualify are eligible for up to twelve weeks of leave. This will be paid leave if the employee has time available from the sick and personal leave (including personal vacation time) they have accrued; otherwise this will be unpaid leave. The maximum of twelve weeks of leave must be taken within a period of twelve consecutive months, between July 1st and June 30th. Leave may be taken for:

- The birth or adoption of a child by the administrator,
- Placement of a foster child with administrator,
- To care for a seriously ill member of the administrator's immediate family (parent, child or spouse), or
- For the administrator's own serious illness.

Eligibility qualifications are twelve (12) months of service during which time an administrator has worked a minimum of 1,250 hours during the 12 months prior to the effective date of the leave.
ARTICLE XIX- SABBATICAL LEAVE

19.1 A sabbatical leave of absence may be granted by the Board upon approval of the Superintendent for approved programs of study or research, whether or not carried out in an academic institution. A recommendation on the requests shall be made by a committee of three persons representing the Superintendent, the Board, and the Organization. The Board will make a final decision no later than thirty (30) calendar days after receipt of the candidate’s request.

19.2 No more than one (1) administrator shall be absent on sabbatical leave at any one time.

19.3 Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as he/she may require, no later than ninety (90) calendar days prior to the first day of the requested leave.

19.4 Only those administrators who have completed at least five (5) school calendar years in the Milton Town School District shall be eligible for said leave, which will be for one-half (1/2) a year or for one (1) year.

19.5 An administrator who fails to return for at least one (1) full year after taking a sabbatical leave shall repay the District the full sum granted through 19.6 below. If the administrator fails to return to the District as a result of extraordinary circumstances such as becoming ill or incapacitated, the administrator may request the Board reduce or eliminate any repayment.

19.6 Payment while on half-year sabbatical leave shall be at the rate of 100% of the administrator's salary had the administrator not been on sabbatical leave. Payment while on full year sabbatical leave shall be at the rate administrator's salary had the administrator not been on sabbatical leave.

19.7 The co-pays and deductibles for insurances contained in this contract will apply to the half year sabbatical, and the full year will receive a 75% proration of the District's contribution, while the administrator is on leave.

ARTICLE XX- NOTIFICATION

20.1 Whenever written notice to the Board is provided for under the terms of this contract, such notice shall be addressed to the Chairperson, Milton Board of School Trustees, Milton, Vermont, c/o Superintendent. Notice to the Organization shall be addressed to Chief Negotiator for the Milton School District Administrative Staff Organization, Milton, Vermont.
Either party, by written notice to the other, may change the address at which future written notices are to be given.

ARTICLE XXI- COMPLIANCE

21.1 The Contract is a complete agreement between the contracting parties covering all subjects of negotiation. The parties agree that the relations between them shall be governed by terms of this contract only. No prior agreements or understandings, oral or written, shall be controlling, or in any way effect the relations between parties except where such agreements shall be reduced to writing by mutual consent of both parties. The parties shall be under no obligation to discuss any modification 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 renegotiate the same in good faith, and incorporate agreements reached into this contract.

ARTICLE XXII- SEVERABILITY

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

ARTICLE XXIII- STRIKES AND WORK STOPPAGES

23.1 The Board and the Organization mutually subscribe to the principle that differences shall be resolved by peaceful and appropriate means, without interruption of the school program. The Organization therefore intends that there will be no strikes, work stoppages, or other concerted refusal to perform work by the administrators covered by this contract. The Organization further agrees to disassociate itself from support of any strike or work stoppage, which may be taken in violation of this provision.
ARTICLE XXIV - DURATION OF CONTRACT

24.1 The provisions of this contract will be effective as of July 1, 2019 and will continue and remain in full force and effect until June 30, 2020. Said agreement will automatically be renewed and will continue in full force and effect for additional periods of one year unless either the Board or the Organization gives written notice to the other.

SIGNATURES

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

MILTON BOARD OF SCHOOL TRUSTEES  WITNESS/MILTON BOARD OF SCHOOL TRUSTEES

Signature  Date  Signature  Date

MILTON ADMINISTRATIVE STAFF ASSOCIATION  WITNESS/MILTON ADMINISTRATIVE STAFF ASSOCIATION

[Signature]  3/25/19 [Signature]  3/25/19
Signature  Date  Signature  Date