AGREEMENT

MILTON BOARD OF SCHOOL TRUSTEES

AND

MILTON EDUCATION AND

SUPPORT STAFF ASSOCIATION (SUPPORT STAFF)

VEA/NEA LOCAL 130

July 1, 2019 through June 30, 2020
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AGREEMENT

As a result of collective bargaining negotiations between the MILTON BOARD OF SCHOOL TRUSTEES (hereinafter referred to as the “Board”) and the MILTON EDUCATION AND SUPPORT ASSOCIATION (Support Staff) Local 130 of the Vermont National Education Association and the National Education Association (hereinafter referred to as the “Association”), the terms and conditions of employment set forth herein have been established (hereinafter referred to as the “Agreement”).

ARTICLE I: RECOGNITION

1.1 The Board recognizes the Association for the purpose of collective bargaining pursuant to Title 21, Chapter 22 of the Vermont Statutes Annotated as the exclusive representative for collective bargaining with the Board of all educational office personnel, food service personnel, maintenance personnel, non-instructional supervisory personnel, and paraprofessional personnel, excluding those employees who work in the Superintendent’s Office, the Special Education Director’s assistant, the K-12 Data and Assessment Coordinator, the Food Service Supervisor, the Cook Supervisor, the Buildings and Grounds Supervisor, the Custodian Supervisor, the Technology Supervisor, the Network Manager, the Athletic Director, and temporary employees. Unless otherwise indicated, the employees in the above unit will be referred to as “employees” or “employee.”

ARTICLE II: DEFINITIONS

2.1 Temporary employees will not be covered by the rights or benefits of this Agreement. Such employee shall be limited to those who work in the capacities noted below:

a. Individuals employed in a non-regular assignment to perform duties for no more than ninety (90) days (for example, employees hired during school vacations to perform extra custodial or maintenance duties).

b. Individuals who substitute for a regular employee for more than 90 days, who is ill, injured, out on an approved leave, or on vacation will be compensated at the base hiring rate.

All other employees are regular employees as defined herein.

2.2 Regular employees will be contracted as follows:

a. Full-Year Full-Time Employees: Employees who are scheduled to work for a minimum of two hundred and sixty (260) days per fiscal year shall be considered Full-Year Full-Time employees.

b. School-Year Full-Time Employees: Employees who are scheduled to work for at least one hundred seventy nine (179) days but fewer than two hundred sixty (260) days, and at least thirty (30) hours per week, shall be considered School-Year Full-Time Employees. Employees will not be required to work more than the number of days specified in the employee’s employment contract except with mutual consent.
c. **Part-Time Employees:** Employees who work fewer than thirty (30) hours per week shall be considered part-time employees.

d. **Grandfathered Employees:** Employees listed in Appendix C have some benefits in addition to those defined elsewhere in this Agreement for School-Year Full-Time Employees. Should an employee listed in Appendix C request a reduction in time below 30 hours per week, then the provisions of this contract for part-time employees shall apply and the employee will be removed from Appendix C. Should an employee in Appendix C be reduced to less than 30 hours per week by action of the District, then the provisions of this contract for part-time employees shall also apply, but the employee will not be removed from Appendix C. In this case, District-reduced employees would be considered, based upon qualifications, for newly posted full-time jobs.

**ARTICLE III: BOARD RIGHTS**

3.1 Management rights shall include, but not be limited to, the right:
   a. to hire, discharge, discipline, lay off, recall, transfer, promote, and demote employees,
   b. to assign work and require overtime,
   c. to organize, enlarge, reduce, or discontinue a function, position, or department,
   d. to introduce new technology, tools, equipment, or laborsaving devices,
   e. to establish new jobs,
   f. to classify and reclassify employees,
   g. to determine or change shifts, starting and quitting times and the number of hours and days worked,
   h. to evaluate employees,
   i. to promulgate rules and regulations which do not otherwise contravene the terms of this agreement,
   j. to determine the manner, means, and methods by which all operations and all educational missions and goals of the school district will be carried out,
   k. to take such other action as it deems necessary to maintain the efficiency of the district's operations.

3.2 The Board's exercise of any management right or function in a particular manner will not preclude the Board from exercising same in any other manner, which does not expressly violate a specific provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

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

**ARTICLE IV: ASSOCIATION RIGHTS**

4.1 The Board agrees that each employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. It is further agreed that each employee shall have the right not to join this or any other employee association if he/she so desires. It is further agreed that neither the Board nor the
Association shall discriminate against any employee with respect to wages, hours, or terms and conditions of employment by reason of his/her membership or non-membership in the Association and its affiliates, nor for participation in the lawful activities of the Association.

4.2 The Board agrees to deduct dues from employee salaries for the Association, the Vermont NEA, and the National Education Association. When an employee authorizes dues deductions, a copy of said employee’s authorization form will be given to the District office for inclusion in the employee’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.

4.3 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. Employees 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. An employee who wishes to withdraw his/her authorization for dues deductions will so state in writing, and deliver said withdrawal to the President of the Association and the Superintendent.

4.4 The Association will certify in writing, by June 23rd of each year, the current rate of membership dues, and the names of any employees who have withdrawn their authorizations for dues deduction.

4.5 Upon request to the Central Office by the Association, information will be provided regarding each employee's job category, job description, contract duration, salary, benefits, hours worked, funding source, and date of hire. The Board agrees general job descriptions shall be distributed to employees when first hired by the District, and when descriptions are changed by the Board or designee. The Board agrees that upon request the Association executive committee or its designees will have the opportunity to review any existing, new and revised job descriptions.

4.6 Pursuant to the Board policies and practices for such use, the Association shall have access to such facilities and equipment as are normally located for employee use within the school, at reasonable times and upon appropriate request to administration, provided that such use does not interfere with the normal operation of school activities. Such use shall be for Association business only. Any cost for repair or replacement as the result of such use of equipment and/or materials shall be borne by the Association.

Duly authorized representatives of the Association shall be permitted to transact official business on school property at reasonable times, provided that it occurs during non-working time of the involved employees and does not
interfere with the employees' assigned duties or interrupt normal school operations. The Association shall have the right to use an area designated by the building administration for the posting of notices of its activities and matters of Association concern, provided that matter not be placed in the designated area which is derogatory to any school personnel, or detrimental to the best interests of the District. The Association may use the employees' mailboxes and the inter-school mail service for communications to employees provided that the above mentioned safeguards are followed.

ARTICLE V: PROCEDURE FOR NEGOTIATION OF A SUCCESSOR AGREEMENT

5.1 Either party to this Agreement may notify the other of its intent to negotiate a successor Agreement on or before October 15 of the school year in which this agreement expires.

5.2 On or before November 15 of the school year in which this agreement expires, the negotiating teams for the Board and the Association shall meet for the purpose of discussing those matters which are to be considered for negotiation, to establish an initial agenda, and to set up any procedural ground rules for negotiation sessions.

5.3 The Board and the Association shall schedule at mutually convenient times and locations such additional meetings as may be necessary to discuss all matters to be negotiated for the subsequent Agreement. Negotiations shall take place in good faith in order to reach agreement upon the subsequent Agreement.

5.4 Each party shall make available such information as may reasonably be deemed necessary for developing constructive proposals. In addition to those persons on the negotiating team, either party may, at its expense, utilize the service of outside consultants and such consultants or other professional or lay representatives may be present to assist in negotiations.

5.5 Upon ratification of a successor agreement the Board and the Association shall each pay one-half (1/2) the cost of reproducing a sufficient number of copies of the final agreement for dissemination to all employees, Board members, school administrators, and ten (10) copies to be retained for potential new employees.

ARTICLE VI: GRIEVANCE PROCEDURE

6.1 Definitions

a. Any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

b. A grievant is the employee or the Association making the claim.

c. 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.

d. No more than (2) Association Representatives may be present for any meeting, hearing, appeal or other proceedings relative to a grievance being formally presented at Step 1 or Step 2.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with his/her supervisor.

6.2 No grievance shall be entertained except in accordance with the procedures specified in this Agreement. 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 administrator or administrative body to render a decision within the specified time period shall be considered to be a decision against the grievant. The procedural time periods of this grievance procedure may be extended only by written mutual agreement between the Superintendent or Board and the Association and such written extension shall specify the agreed upon extension deadline date.

6.3 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. The Association shall at all times be afforded the right to be represented at grievance hearings, and to present positions with respect to matters of contract interpretation.

6.4 Procedure

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, the Association representative may intervene to assist in this resolution. However, should such informal process fail to satisfy the grievant, then a grievance may be processed as follows:

**Step 1** - The grievant shall present the grievance, in writing, to the appropriate administrator who will arrange for a meeting with the grievant within ten (10) days after receipt of the grievance. The meeting will be held at a mutually agreed upon time. The administrator must provide the grievant and the Association with a written answer via hand delivery or certified letter within ten (10) days after the meeting. Such answer shall include the reason(s) upon which the decision was based. No grievance shall be given formal consideration unless it is filed at Step 1 within thirty (30) days after the grievant should have had knowledge of the occurrence that gave rise to the grievance.

**Step 2** - If the grievance is not resolved in Step 1, then the grievant may refer the grievance, in writing, to the Superintendent or his/her official designee within ten (10) days. The Superintendent of Schools shall schedule a meeting with the grievant within ten (10) days of his/her receipt of the appeal. The meeting will be held at a
mutually agreed upon time. Each party shall have the right to include in its representation such witnesses and evidence as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent will have ten (10) days in which to provide his/her written decision to the Association.

**Step 3** - If the grievance is not resolved in Step 2, then the Association may refer the grievance, in writing, to the Board within fourteen (14) days after its receipt of the appeal. The Board shall schedule a meeting with the grievant within fourteen (14) days of its receipt of the appeal. The meeting will be held at a mutually agreed upon time. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Board will have fourteen (14) days in which to provide its written decision to the Association.

**Step 4 - Arbitration** - If the Association is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance, in writing, to final and binding arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association (the “AAA”). The American Arbitration Association shall act as the administrator of the proceedings if the Board and Association cannot agree upon an arbitrator. If a demand for arbitration is not filed with the AAA within thirty (30) days of the date for the Board’s Step 3 reply, then the grievance will be deemed withdrawn. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

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

6.6 The arbitrator shall have no power to add to, detract from, disregard or alter the terms of this contract. It is agreed that the arbitrator is empowered to include compensatory damages in any award; however, the arbitrator shall have no authority to award interest on such damages or attorney fees.

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

6.8 The Board acknowledges the right of the Association’s grievance representative to participate in the processing of a grievance at any level and no employee shall be required to discuss a grievance if the Association’s representative is not present.
6.9 A grievance involving an administrator above the building level may be filed at Step 2.

6.10 No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in the grievance procedure.

6.11 The Board and the Association will cooperate with each other in the investigation and processing of any grievance, and further, they will furnish each other with such information as is pertinent to the grievance.

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

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

6.14 Under no circumstances shall a minor child be involved by the Association or grievant in the investigation, filing, processing, or hearing of any grievance unless prior written consent from a parent or legal guardian has been filed with the Superintendent.

6.15 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 the Article.

ARTICLE VII: CONDITIONS OF EMPLOYMENT

7.1 a. Each new regular employee shall have a probationary period of ninety (90) working days. During this probationary period employees shall be entitled to all rights and benefits of this Agreement except for just cause for discipline and discharge (See Article 7.2). Time worked as a temporary employee (as defined in Article 2.1) shall not count as time worked for purposes of satisfying this probationary period.

b. For school year employees who are hired after the school year begins, the term of employment will be for the remainder of the school year. If it is necessary to continue the position into the following year, the employee will be invited to re-apply.

7.2 An employee who has completed his/her probationary period shall not be disciplined or discharged without just
cause. A grievance arising under the terms of this section shall be filed at Step 2 of the Grievance Procedure.

7.3 By May 15, each employee will be given notice as to whether he/she will be retained for the upcoming school year. Employees out on an approved leave of absence must notify the District by April 15 if they plan to return. On or before June 1, each such employee will provide the Board with written notice of whether he/she intends to return. This provision shall not affect the Board's right to initiate layoffs as set forth in this agreement.

7.4 Any individual contract issued prior to the conclusion of negotiations for a successor agreement to this contract shall be retroactive to July 1 and made consistent with the terms and conditions of the successor agreement as finally negotiated between the Board and Association.

7.5 The Milton Town School District recognizes that occasional overtime/compensatory time may be necessary and warranted. The policy of handling overtime shall be to allow compensatory time off, when agreed to by the supervisor and employee. The request and approval for compensatory time must be recorded on employee's time sheet showing extra hours worked. The employee will then submit to HR their request to save the extra hours worked as comp time with the employee's supervisor's approval either by email or hard copy of a time sheet. Compensatory time will be accrued at straight time except for hours worked beyond forty (40) hours per pay week which will be accrued at time and a half rate. Such compensatory time must be taken prior to the last day of school in the school year that the days were earned; if the days are not used by the last day of school the employee will be paid for said days. When an employee does not choose compensatory time, he/she will be paid for the additional time.

Compensatory time taken must be approved by the immediate administrative supervisor two (2) working days in advance. Compensatory time will be allowed unless such absence will compromise any student's well being. No compensatory time will be extended beyond the fiscal year. Employees who are called in to work, other than their regular schedule, more than 2 days per week or 6 days in any month will have their contract reviewed by the Superintendent to determine if a contract status change is warranted.

Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours in a work week. Vacation days (until exhausted) and holidays (as outlined in section 10.1 of the Support Staff Agreement) shall be counted as hours worked.

7.6 Notification by memorandum, email from the Superintendent to the President of the Association and by posting for five (5) consecutive working days during the school year and seven (7) calendar days during the summer, in each school building and in the Superintendent's Office shall be adequate notice for all jobs that are open within the
school district. Currently employed personnel shall be given the opportunity to apply for any job vacancy for which they are qualified, regardless of the job category and/or location. The applications of current employees will be considered with the applications of non-employees.

7.7 a. If school is cancelled after 6:15 AM and an employee reports for work on that day, he/she shall be paid for the actual time worked or one (1) hour, whichever is greater. The Superintendent, in her/his sole discretion may approve up to two (2) hours of pay for an employee who arrives early at work or travels a significant distance to work. School-year full-time employees will make-up any cancelled school days (e.g. snow days) at the end of the school-year. School-year full-time employees who work beyond designated student days may alternatively use personal time or request the opportunity to make-up hours lost due to school cancellations. Full-year full-time employees may use either personal days or vacation days.

b. When the opening of the school day is delayed, employees may request the opportunity to make-up any working time lost as a result of the delay under the following conditions:

1. The request to make up the time is submitted to the employee’s supervisor on the same day as the delay.

2. The time is made up no later than thirty (30) working days after the delay on a day when school is in session.

3. The make-up time does not result in the employee working more than forty (40) hours in any week.

4. The make-up work is assigned by the employee’s supervisor within the same general job category as the employee’s regular position.

c. When the opening of the school day is delayed, employees may also request the opportunity to use personal time for the hours of the delay.

7.8 Each employee shall receive a copy of this agreement. An employee who believes he/she had been directed to perform duties beyond the scope of his/her job description shall be entitled to appeal the assignment to the Superintendent or the Superintendent designee, who shall render a decision within three (3) working days. Such appeal to the Superintendent or his/her designee shall be in writing. The employee shall continue to perform the disputed work during this appeal period if required to do so.

7.9 When school is in or out of session, employees shall not be required to work under conditions which constitute a threat to their health or safety, e.g. gas leak, no heat, travel to school on a snow/ice day, etc. Said conditions will be determined by the Superintendent.
7.10 a. Each employee shall be allowed a thirty (30) minute unpaid, duty-free lunch break, and one (1) fifteen (15) minute paid break each workday. These breaks will be scheduled during the regular work day with the approval of the supervisor who is directly responsible for the employee.

b. If an employee is directed to work for any portion of his/her lunch break, the employee shall be paid for the entire thirty minute period. The District will make a good faith attempt to limit lunch period work to emergency or unforeseen situations, i.e., an employee will not be directed to work during his/her lunch period on a regular or routine basis.

7.11 Employees shall be reimbursed for mileage if they are required to use their own vehicle for school business or as a requirement of their job at the rate established by the State of Vermont.

Any employee whose job description requires him/her to transport students shall be reimbursed for the increased insurance coverage costs including increased rates due to accidents while transporting students. The employee must provide valid proof of such job-related costs.

7.12 An employee shall be entitled to have a representative of the Association accompany him/her during any meeting with a supervisor or administrator when discussing contract matters.

7.13 **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.

7.14 **Jury Duty Leave:** Employees who are called to jury duty will receive their regular salary and are expected to turn over their daily court stipend at the end of jury service. Those called to jury duty, but not chosen as jurors, are expected to return to work no later than the next day.

7.15 The Board shall provide safety equipment, such as hard hats, goggles, and such that are required by state or federal law or regulation to ensure an employee's safety while performing his/her job.

7.16 Any physical examination, health or medical test, x-rays, or immunizations required of any employee by the Board shall be performed at the expense of the Board to the extent that those costs are not reimbursed by the employee's health insurance policy.

7.17 The administration will make every effort to find a substitute for a teacher. If no substitute is found, any employee required to provide coverage will receive $4.75 per hour in addition to the regular wage for each hour worked, or the "Daily Approved Substitute Teacher" rate, whichever is higher.
7.20 Conflict of Interest is a situation in which an employee 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 employee will not perform services for another employer or his/her own firm which:

- Interfere with the services provided to the Milton Town School District,
- Are performed during the days and times when the employee is expected to be performing services for the Milton Town School District, or
- Make, cause, or influence decisions in which the employee, 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 VIII: LAYOFFS

8.1 When in the judgment of the Board it is necessary to reduce the staff in any one or more job groups, the Board agrees that said reduction to staff will be made for just cause. Employees who are to be laid off shall be notified as soon as possible, but in no event shall such notice be provided less than thirty (30) calendar days prior to the effective date of the layoff.

8.2 Employees shall accumulate seniority from date of hire. When a staff reduction is necessary, employees with the greatest seniority (earliest date of hire) within their job category will be retained. The employee's most recent period of continuous employment with the Milton Town School District shall be counted for purposes of calculating his/her seniority. Leaves of absence approved by the Board shall not count in computation of seniority but shall not break the period of continuous employment. An employee who terminates his/her employment and then becomes re-employed with the Milton Town School District shall lose all accrued seniority.

8.3 An employee who has been laid off shall be recalled by seniority to any vacancy, which occurs in his/her job category within a twelve (12) month period immediately following the effective date of the layoff. Seniority for employees who changed job categories on administrative directive will be calculated in both categories. Notice of recall shall be by certified mail. If the employee does not indicate acceptance of the position within ten (10) days after receiving the recall notice, he/she shall be deemed to have refused the position and waived further recall rights under this agreement.

ARTICLE IX: VACATIONS

9.1 Full-year full-time employees will be eligible for paid vacations. During their first five (5) years of employment, employees earn one (1) day of paid vacation for each month of continuous employment to a maximum of ten days paid vacation per year. After five (5) years of continuous employment, full-time employees shall earn fifteen (15)
days paid vacation per year. Full-year full-time employees shall be eligible for twenty (20) paid vacation days after ten (10) years of continuous employment. Vacation days must be earned before they are taken. For the purpose of this Article, a layoff of up to one (1) year shall not be considered as an interruption of continuous employment.

9.2 Vacation time is non-accumulative and arrangements for vacations must be made between the employee and his/her immediate supervisor. Vacation requests for the summer or school year will not be unreasonably denied. Vacation earned in the current work year, July 1-June 30 must be used within that year. Any time not used in the current year, may be carried over into the year immediately following the one in which it was earned. Any carry over vacation not used by June 30 of that year, will be forfeited. Vacation leave earned but not used prior to voluntary or involuntary separation from employment with the District shall be fully compensated in cash to the employee at the time of separation.

ARTICLE X: HOLIDAYS

10.1 Full-year full-time employees who are under a 260-day contract and work both the last scheduled workday before a holiday and the first scheduled workday after a holiday will receive holiday pay for those holidays set forth herein, provided the holiday occurs within the employee's regularly scheduled work year. The paid holidays shall be: New Year's Day, Martin Luther King Day, Town Meeting Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, full day after Thanksgiving, full day before Christmas, Christmas Day, full day before New Year's Day and an optional day. The requirement that an employee work the day before and the day after a paid holiday shall be waived if the employee is on an approved leave. If a scheduled holiday falls on a day when school is in session, employees will take this day at a mutually agreed upon later date at their regular daily pay.

10.2 School-year full-time employees who work both the last scheduled work day before and the first scheduled workday after a holiday will receive holiday pay for those holidays set forth herein, provided the holiday occurs within the employee's regularly scheduled work year. The paid holidays shall be New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. The requirement that an employee work the day before and the day after a paid holiday shall be waived if the employee is on an approved leave.

10.3 An employee's holiday pay shall be equivalent to his/her regular daily pay.

ARTICLE XI: SICK LEAVE

11.1

a. On July 1 of each year, all returning full-year full-time employees are entitled to 14 paid sick leave days with a total maximum accumulation of 90 days. On the first student attendance day of each school year, all returning school-year full-time employees are entitled to 10 paid sick leave days to a maximum
accumulation of 75 days. School year full-time employees, who work at least two hundred (200) days per fiscal year but fewer than two hundred sixty (260) days per fiscal year, will receive one (1) additional sick day. The number of sick leave days for all newly hired employees will be prorated based on their date of hire.

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<th>Contracted Time</th>
<th>Max. Accumulation</th>
<th>Sick Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-year full-time</td>
<td>90</td>
<td>15</td>
</tr>
<tr>
<td>School-year full-time</td>
<td>90</td>
<td>12</td>
</tr>
</tbody>
</table>

d. All part-time employees who work at least 18 hours per week may accrue at least one hour of sick time per every 52 hours worked, up to a maximum of 24 hours annually and a maximum accumulation of 48 hours.

11.2 A sick bank will be available for use by Support Staff after one year of service when determined appropriate by the Association Building Representative and a building Administrator. The size of the sick bank each year will be a number of days equal to the number of school-year full-time and full-year full-time employees of the District as of July 1. The Board will contribute the unused sick bank from the previous year. If on July 1 of each contract year the number of sick days is less than the aforementioned size, each employee will contribute a minimum of 1/2 or maximum of 1 day. No one employee may use more than twenty-five (25) days per year from the sick bank.

11.3 In the case of extraordinary illness in which an employee has exhausted all his/her available sick leave (personal and sick bank), the Association may at its discretion request the Board grant additional sick leave to the employee. The Board will consider any such requests on a case by case basis.

11.4 All full-year full-time and school-year full-time employees will be granted up to eight (8) days of paid sick leave to attend to the illness of a member of his/her immediate family as defined in the Bereavement Leave provision of Article 13.1. These days shall be deducted from the employee’s sick leave balance. If eight (8) family sickness days are used up, upon certification by a physician, a request can be made to the Superintendent, by an employee, to use additional accumulated sick leave (if available) for that purpose. The maximum additional family sick days with be twenty (20).

11.5 The Superintendent may request satisfactory evidence when absence under this sick leave provision exceeds three (3) consecutive days. However, it shall be the right of the Superintendent to require verification of illness in any instance in which she/he has reason to believe that the use of sick leave has not been for a bona fide illness or physical disability.
11.6 Worker's compensation issues will be administered in accordance with the Vermont Workers' Compensation statute. An employee receiving Workers' Compensation benefits shall be allowed to use sick leave to offset the difference between Workers' Compensation benefits and the employee's full salary. The District shall also continue to pay its share of all insurance benefits provided under this Agreement until the employee's sick leave is exhausted.

ARTICLE XII: PERSONAL LEAVE

12.1 Each full-year full-time and school-year full-time employee covered by this agreement will be granted up to five (5) personal leave days. Personal leave may be used for, but is not limited to, the following purposes: business transactions, legal business, professional appointments, or other similar situations. For school-year full-time employees, except in extenuating circumstances, approved in advance by the Superintendent in his/her sole discretion, personal leave shall not be used the day before or the day after a vacation or holiday or on a professional development/in-service day. A request for personal leave shall be in writing and submitted to the employee's principal or designee at least forty-eight (48) hours before taking such leave, unless an emergency does not so permit. In the case of an emergency, requests must be submitted no later than forty-eight (48) hours after the employee's return to work. An explanation is required when requesting a personal leave day that requires Superintendent approval. At no time will more than ten (10) percent of the support staff in each building (PreK-8 and 9-12) be approved for personal leave on any given day, unless there are extenuating circumstances, as approved by the Superintendent.

ARTICLE XIII: BEREAVEMENT LEAVE

13.1 All full-year full-time and school-year full-time employees covered under this agreement will be granted up to five (5) days per occurrence without loss of pay, for the death of a member of the immediate family. Immediate family is defined as: employee's spouse, civil union partner, child, parent, sibling, grandparent, aunt, uncle, son-in-law, daughter-in-law, parent-in-law, sibling-in-law, grandchild, persons residing in the employee's home, and employee's legal guardian. Other family members not listed here may be included on a case-by-case basis with prior approval of the Superintendent.

ARTICLE XIV: FEDERAL FAMILY AND MEDICAL LEAVE

14.1 In accordance with the Family and Medical Leave Act of 1993 (FMLA), as detailed in 29 U.S.C. §2601 et seq and 29 CFR Part 825, eligible employees are entitled to up to twelve work-weeks of leave for:

- The birth and care of the employee's child, within one year of birth;
- The placement with the employee of a child for adoption or foster care, within one year of the placement;
- The care of the employee's spouse, child or parent who has a serious health condition;
• The employee's own serious health condition that makes the employee unable to perform the essential functions of his or her job;

• Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is on covered active duty; or

Twenty-six (26) work-weeks of leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member (Military Caregiver Leave).

Leave under this Article will be paid leave if the employee has time available from the sick and personal leave they have accrued; otherwise this will be unpaid leave. All leave must be taken within a twelve month period measured from the date the employee first begins the leave.

To be eligible for leave, an employee must have worked for the District for at least twelve months, and have worked at least 1,250 hours during the twelve month period immediately preceding the beginning of the leave. Refer to 29 CFR Part 825 for additional FMLA eligibility requirements.

ARTICLE XV: LEAVE OF ABSENCE

15.1 An employee may apply to the Board for an unpaid leave of absence for up to one (1) year for any reason including but not limited to health, travel, parental, educational, or any other reason approved by the Board. A request for a leave of absence shall not be unreasonably denied.

15.2 While on a leave of absence, an employee shall have the option to continue all insurance coverage provided for under the Master Agreement at the employee's own expense. The Association and the employee shall hold the Board harmless for any and all costs or claims in the event that the insurance carrier determines that the employee on a leave of absence is ineligible under the terms of the carrier's plan. An employee who takes unauthorized time off from work without pay for a period of five (5) or more days shall reimburse the District the full cost of all insurance premiums for each day of absence.

15.3 An employee returning from approved leave of absence shall be restored to his/her previous position with all benefits, seniority, and at present salary rate, or if the position no longer exists, to a substantially equal position. No years of experience credit will be earned while on an approved leave of absence.

ARTICLE XVI: RETIREMENT

16.1 Each employee must join the Vermont Municipal Employee's Retirement System if the employee meets the eligibility requirements.
ARTICLE XVII: INSURANCE

17.1 The Board agrees to hold a master policy for a health insurance plan. Employees who are enrolled under the master policy must meet the eligibility requirements of the carrier, with the recognition by the Association that the Board shall be held harmless for any and all costs of claims in the event that the insurance carrier determines that the employee is ineligible under the terms of the carrier's plan. All application procedures required by the Board's master policy must be satisfied by the employee.

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

For full-year full-time employees and all school-year full-time employees listed in Appendix C the District shall contribute 83% of the premium cost for the VEHI Gold CDHP Plan for single, two person, parent/child (ren) or family coverage. School-year full-time employees not listed in Appendix C will be eligible for the single person plan and may purchase the two person or family plan minus the cost of the single plan. The employee's contribution shall be made by payroll deduction.

The employee shall pay the remaining premium through automatic payroll deduction. The Board contribution to the premium for the VEHI Platinum, Gold, or Silver CSHP plans shall be limited to a dollar amount equal to the dollar amount to the Board contribution for the Gold CDHP plan; the employee shall pay any difference in the premium cost.

17.2 All employees who are eligible for the buy-out must show that other coverage is held. Once "bought out" for the fiscal year, coverage cannot be reinstated excepting in catastrophic circumstances, (e.g. spousal job loss, death of spouse, divorce). In the event of such occurrence, the employee will repay the District a prorate portion of the "buy-out."

The buy-out for eligible full-time employees is as follows:

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Contribution Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Plan</td>
<td>the lesser of $1,500 or the cost of the District's portion</td>
</tr>
<tr>
<td>Two Person Plan</td>
<td>the lesser of $2,000 or the cost of the District's portion</td>
</tr>
<tr>
<td>Family Plan</td>
<td>the lesser of $3,000 or the cost of the District's portion</td>
</tr>
</tbody>
</table>

The buy-out will be paid in four installments. School-year full-time employees who are not listed in Appendix C will be eligible for the single plan buy-out only.
B. Health Reimbursement Account: If an employee selects the Gold CDHP Plan for health coverage, the employee may elect to participate in a Health Reimbursement Arrangement ("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, for single coverage the employee shall pay the first dollar amount of medical expenses as defined herein up to $200; the Board shall then pay up to $2,100 in out of pocket costs and the employee shall pay the last $200 of the medical maximum out of pocket cost. For all other coverage levels the employee shall pay the first dollar amount of medical expenses as defined herein up to $400; the Board shall then pay up to $4,200 in out of pocket costs and the employee shall pay the last $400 of the medical maximum out of pocket cost. Except for employees listed in Appendix C, the Board’s HRA contribution for full-time school year employees shall be limited to the dollar amount for single coverage as outlined above. The District shall select an HRA administrator and the Board 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.

17.3 Dental Insurance: The Board shall provide and pay the reasonable administrative costs of a master dental policy. For the duration of this contract, the Board shall pay $42.00 of the premium per month for dental insurance for each full-year full-time and school-year full-time employee who meets the eligibility requirements of the carrier and elects coverage under this policy.

17.4 Life Insurance: The Board shall hold a master policy for life insurance. The Board will pay 100% of the premium for term life insurance with full value of $25,000 for each full-year full-time and school-year full-time employee.

17.5 The Board shall maintain a section 125 plan for said deductions under this Article.

17.6 Long-Term Disability Insurance: The Board shall hold a master policy for long-term disability ("LTD") insurance for full-year full-time and school-year full-time employees, provided enough employees enroll and maintain coverage under the policy each year to meet the requirements of the carrier. Employees electing coverage shall pay 100% of the premium costs via payroll deduction and must meet the eligibility requirements of the carrier. The Association shall hold the Board harmless for any and all costs or claims in the event that the insurance carrier determines that the employee is ineligible under the terms of the carrier’s plan.

ARTICLE XVIII: EMPLOYEE EVALUATIONS

18.1 At an employee’s request, a conference will be scheduled within five (5) days after the employee is given a written
evaluation and he/she shall have the right to make a written statement which will be attached to the evaluation and filed with the Superintendent of Schools.

18.2 In the event that the administration intends to modify these procedures the parties will establish a joint labor-management committee composed of two (2) Association and two (2) District Representatives to develop an evaluation procedure. This committee will meet as needed for the purpose of developing and reviewing the evaluation process.

ARTICLE XIX: WAGES

19.1 Appendix A – Employment Groups and Base Hiring Rate. Appendix B – Wage Increases

19.2 In the hiring of new employees, the Superintendent shall place new employees on the pay scale based on the employee's appropriate credited experience and/or training, provided no new employee shall be placed at a level higher than existing employees with similar years of credited experience and/or training. This process shall also apply to existing employees who are changing employment categories within the District.

19.3 **Equalized Pay:** School year full-time employees will have an option of being paid.

Option #1 – Paid for hours worked. (Checks will not be equalized. After school breaks paychecks can be smaller)

Option #2 – Equalized pay with adjustment periods through the year. (The first pay period in June will be the last adjusted pay period and will result in a number of days being deducted. You will be paid out for the time worked that was deducted at the second scheduled pay period in June.)

Equalized pay shall be paid in twenty-one (21) equal installments on regularly scheduled pay days beginning with the first scheduled pay period in September of each year. All other employees will be paid for time worked during each two week period. All corrections to equalized pay will be made in the employee’s 5th, 12th and 21st paycheck for the school year or at the end of employment with the exception of cancelled days. Any scheduled school days that are cancelled will be deducted from the pay period that it lands on. Overtime (over 40 hours) will be paid within the same payroll period earned.

Any time worked by school-year full-time employees beyond 179 days will not be included in the equalized pay period. Time worked beyond 179 days will be paid on an hourly basis and employees must submit a time sheet for days before or after the 179 day equalized pay period.

It is the employee’s responsibility to document correctly all work time. All employees will document their work time electronically on a District provided system.
Any equalized employee who takes more than 5 days leave without pay will revert to hourly pay for the remainder of the fiscal year.

19.4 Employee payments will be made only through direct deposit. Any bank may be designated to accept funds. Pay stubs will be issued to employees according to the payroll schedule.

**ARTICLE XX: PROFESSIONAL DEVELOPMENT**

20.1 A pool of $18,000 will be available for all employees who seek professional improvement related to their responsibilities within the school district.

20.2 An accounting of the remaining pool will be provided upon request to the Superintendent. The amount per person will be limited to eight hundred dollars ($800) and will be allocated on a first come, first served basis. Approval of the Superintendent or designee will be required prior to the start of the professional development activity. Reimbursement shall be contingent upon successful completion of the experience. As of May 30, contingent upon pool utilization level and Superintendent or designee approval, a second course, workshop or conference may be selected on a first come, first served basis. Tuition assistance may be paid in advance upon request of the employee. However, if the employee does not complete the course with a grade C or better, or if the employee does not attend the complete conference or workshop as per the approved request, then the employee must reimburse the District for any funds paid in advance.

20.3 The Board shall provide up to $1,000 per year for group training activities. In-service programs will be jointly developed by the Superintendent or designee and the executive committee of the Association, or its designee.

20.4 Professional leave - upon request to the Superintendent or designee, an employee may, at the discretion of the Superintendent or designee, be granted two (2) days per year to observe other employees, visit other places of employment, or attend meetings or training sessions aimed at improving the performance of their duties within the school district.

**ARTICLE XXI: SEVERABILITY**

21.1 If any provision of this Agreement or any application thereof to any employee or group of employees is contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXII: NON-DISCRIMINATION**

22.1 The provisions of this Agreement 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.

ARTICLE XXIII: COMPLETE AGREEMENT

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

23.2 The Agreement may not be modified, in whole, or in part, except by an instrument, in writing, duly executed by both parties.

ARTICLE XXIV: DURATION

24.1 The provisions of this Agreement 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 (1) year unless either the Board or the Association gives written notice to the other not later than October 15, prior to the expiration date of any anniversary thereof of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS

THIS _____________DAY OF __________________, 2019

MILTON EDUCATION AND SUPPORT ASSOCIATION (SUPPORT STAFF)

______________________________________________________________ BY: ______________________________

WITNESS

______________________________________________________________ PRESIDENT

MILTON BOARD OF SCHOOL TRUSTEES

______________________________________________________________ BY: ______________________________

WITNESS

______________________________________________________________ CHAIRPERSON
### APPENDIX A- EMPLOYMENT GROUPS AND BASE HIRING RATES

<table>
<thead>
<tr>
<th>GROUP</th>
<th>GROUP TITLE (Job Category)</th>
<th>BASE HIRING RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group IA:</td>
<td>Maintenance</td>
<td>$12.52</td>
</tr>
<tr>
<td>Group IB:</td>
<td>Custodians</td>
<td>$12.52</td>
</tr>
<tr>
<td>Group IIA:</td>
<td>Office Personnel</td>
<td>$12.52</td>
</tr>
<tr>
<td>Group IIB:</td>
<td>Administrative Assistant</td>
<td>$12.52</td>
</tr>
<tr>
<td>Group IIIA:</td>
<td>Food Service Personnel</td>
<td>$12.52</td>
</tr>
<tr>
<td>Group IV:</td>
<td>Non-instructional Support Personnel</td>
<td>$12.52</td>
</tr>
<tr>
<td>Group V-Level I:</td>
<td>Paraprofessionals: Individuals with a 2-year degree or a minimum of 60 college credits or who otherwise meet HQP requirements.</td>
<td>$12.88</td>
</tr>
<tr>
<td>Group V-Level II:</td>
<td>Paraprofessionals: Individuals with a 4-year degree.</td>
<td>$13.23</td>
</tr>
<tr>
<td>Group VI:</td>
<td>Employees with Specialized Titles</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Alternative Lunch/Recess</td>
<td>$18.78</td>
</tr>
<tr>
<td></td>
<td>Bus Coordinator</td>
<td>$12.52</td>
</tr>
<tr>
<td></td>
<td>Bus Supervisory Aide</td>
<td>$12.52</td>
</tr>
<tr>
<td></td>
<td>Library/Media Assistant</td>
<td>$12.52</td>
</tr>
<tr>
<td></td>
<td>Planning Room Supervisor</td>
<td>$18.78</td>
</tr>
<tr>
<td></td>
<td>IT Technician Level I</td>
<td>$15.00</td>
</tr>
<tr>
<td></td>
<td>IT Technician Level II</td>
<td>$20.00</td>
</tr>
<tr>
<td></td>
<td>RN/LPN</td>
<td>$20.29</td>
</tr>
<tr>
<td></td>
<td>Job Developer</td>
<td>$13.16</td>
</tr>
<tr>
<td></td>
<td>Communications Facilitator</td>
<td>$14.47</td>
</tr>
<tr>
<td></td>
<td>Educator of the Deaf and Hard of Hearing</td>
<td>$19.75</td>
</tr>
<tr>
<td></td>
<td>Special Needs Programming Specialist</td>
<td>$21.06</td>
</tr>
<tr>
<td></td>
<td>Behavior Interventionist</td>
<td>$21.06</td>
</tr>
<tr>
<td></td>
<td>Tier 3 Program Specialist</td>
<td>$21.06</td>
</tr>
<tr>
<td></td>
<td>Licensed Tradesman</td>
<td>$26.85</td>
</tr>
<tr>
<td></td>
<td>Tutors</td>
<td>$14.74</td>
</tr>
<tr>
<td>Stipends:</td>
<td>Stipend Position Title</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Before and After School Supervision</td>
<td>$18.44</td>
</tr>
</tbody>
</table>
Group VI: The Board and the Association recognize that there is sometimes a need for employees with specialized skills. This Agreement specifically lists these specialized titles and salary/hourly wage ranges. If the Board determines that a job title not specifically listed in Group VI should be added to this contract, it will meet and confer with MESA as to the amount of the salary/hourly wages for the new position.

Stipends: Stipends are always paid at the listed hiring rate and are not eligible for the hourly rate or longevity increases listed in Appendix B.

APPENDIX B - WAGE INCREASES
Each employee shall receive wage/salary increases as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Hourly Rate Increase</th>
<th>Number Of Student Days</th>
<th>N.umber of Professional Development Days (Additional to Number of Student Days)</th>
<th>Longevity Factor - After completing five (5) year employment with the District by 6/30. the Employee will receive additional:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 20</td>
<td>3.2% for all employees</td>
<td>177</td>
<td>2</td>
<td>$0.02 per hour per year of service after the fifth (5th) year.</td>
</tr>
</tbody>
</table>

An employee’s new hourly rate will be calculated after adding the Longevity Factor (where applicable).

Addendum B: Employees listed in Appendix C shall receive three (3) additional days of their regular pay in the last paycheck of the school year.
APPENDIX C - EMPLOYEES HIRED BEFORE 3/24/2000

The employees listed below were contracted for thirty (30) or more hours per week prior to 3/24/2000 and have been continuously employed since. Employees who leave the District or who do not otherwise maintain continuous service, not including approved leaves of absence, will be removed from the list.

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Hire Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Savoy</td>
<td>Joann</td>
<td>1/21/1985</td>
</tr>
<tr>
<td>Trudell</td>
<td>Linda</td>
<td>12/13/1985</td>
</tr>
<tr>
<td>Dewyea</td>
<td>Carla</td>
<td>8/24/1987</td>
</tr>
<tr>
<td>Ballard</td>
<td>Gregory</td>
<td>10/17/1987</td>
</tr>
<tr>
<td>Reynolds</td>
<td>Nancy</td>
<td>9/12/1988</td>
</tr>
<tr>
<td>Hatin</td>
<td>Tammy</td>
<td>9/11/1989</td>
</tr>
<tr>
<td>St. Amand</td>
<td>Patricia</td>
<td>12/8/1989</td>
</tr>
<tr>
<td>LaCross</td>
<td>Debbie</td>
<td>8/30/1990</td>
</tr>
<tr>
<td>Valyou</td>
<td>Heather</td>
<td>1/6/1992</td>
</tr>
<tr>
<td>Bevins</td>
<td>Matthew</td>
<td>8/10/1993</td>
</tr>
<tr>
<td>Lamphere</td>
<td>Cheryl</td>
<td>8/4/1995</td>
</tr>
<tr>
<td>VanGemert</td>
<td>Stacy</td>
<td>8/27/1996</td>
</tr>
<tr>
<td>Nichols</td>
<td>Gail</td>
<td>11/7/1997</td>
</tr>
<tr>
<td>Day</td>
<td>Kathleen</td>
<td>7/1/1999</td>
</tr>
<tr>
<td>Coolbeth</td>
<td>Tina</td>
<td>8/20/1999</td>
</tr>
<tr>
<td>Mclane</td>
<td>Melodie</td>
<td>9/20/1999</td>
</tr>
<tr>
<td>Turmel</td>
<td>Cynthia</td>
<td>11/29/1999</td>
</tr>
</tbody>
</table>
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.

ARTICLE XXIII: COMPLETE AGREEMENT

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

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THIS ___________ DAY OF ________________, 2019

MILTON EDUCATION AND SUPPORT ASSOCIATION (SUPPORT STAFF)

______________________________  BY: ________________________________
WITNESS  ________________  PRESIDENT

______________________________
WITNESS

MILTON BOARD OF SCHOOL TRUSTEES

______________________________  BY: ________________________________
WITNESS  ________________  CHAIRPERSON