

EXTENSION AGREEMENT BETWEEN THE MILFORD SCHOOL COMMITTEE

AND

MILFORD TEACHERS ASSOCIATION

Now come the above parties to the Agreement dated June 22, 2018 covering the period September 1, 2018 through August 31, 2021 (the "Agreement") and agree that said Agreement should be and hereby is Amended and Extended as follows:

- A. The Agreement is extended through and including August 31, 2022;
- B. ARTICLE XXVII, 1C, SALARY SCHEDULE, of the Agreement is amended to reflect, effective September 1, 2021, an increase in all rates of pay set forth therein by two and three quarters (2.75%) percent above those in effect on August 31, 2021 and as reflected in Exhibit "A" hereto.
- C. ARTICLE XLIX, DURATION, shall be deemed to be amended to reflect a duration of the Extended Agreement through August 31, 2022.
- D. In all other respects, the terms of the Agreement dated June 22, 2018, and all Side Letters thereto, shall remain in full force and effect.

Agreement and Extension entered into this 8 day of April, 2021.

By:

THE MILFORD SCHOOL COMMITTEE

MILFORD TEACHERS ASSOCIATION

Meghan Hornberger
Christa W...
[Signature]
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EXHIBIT A – p.1

	FY22	FY22	FY22	FY22	FY22	FY22
Step	BA	BA +15	MA	MA +15	MA +30	MA +45
1	55,194	57,322	59,383	60,750	63,599	64,886
2	56,574	58,662	60,750	62,024	65,031	66,278
3	60,972	63,114	65,241	66,619	69,575	70,848
4	64,112	66,356	68,576	69,982	72,909	74,131
5	67,013	69,140	71,203	72,909	75,484	76,784
6	70,599	72,753	74,906	76,087	79,148	80,409
Hurdle						
7	73,566	75,680	77,821	79,148	81,853	83,862
8	77,985	80,396	82,811	84,000	86,863	88,531
9	82,404	85,110	87,802	88,852	91,872	93,199
10	86,176	88,881	91,574	92,624	95,644	96,970

EXHIBIT A – p.2

FY22	FY22
MA +60	EdD/PhD
66,173	68,720
67,525	70,021
72,135	74,696
75,352	77,755
78,097	80,671
81,669	84,217
84,427	87,000
89,476	92,129
94,526	97,256
98,296	101,030

***AGREEMENT
BETWEEN THE
MILFORD SCHOOL COMMITTEE
AND THE
MILFORD TEACHERS
ASSOCIATION***

September 1, 2018 – August 31, 2021

MILFORD SCHOOL COMMITTEE
AND
THE MILFORD TEACHERS ASSOCIATION CONTRACT

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SIDE LETTER AGREEMENTS

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, the School Committee of the Town of Milford (hereinafter also referred to as the Committee) and the Milford Teachers Association (hereinafter also referred to as the Association) have agreed to the following terms and conditions of employment:

ARTICLE I: RECOGNITION

The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of all professional, educational employees including Title I teachers and nurses, excluding the Superintendent, Assistant Superintendents, supervisory and assistant principals, administrative assistant, director of guidance, director of EL, supervisor of special education, substitute teachers, administrative officers, managerial and confidential employees.

ARTICLE II: RIGHTS OF THE SCHOOL COMMITTEE

A. The Committee, the Superintendent of Schools and Administrators empowered by law, retain the right to direct professional employees, to hire, evaluate, promote, transfer, assign and retain professional employees within the school system, and to suspend, demote, discharge or take other disciplinary action against them for just cause or for other legitimate reasons, to maintain efficient operations and qualitative standards of performance and to determine the methods, means and personnel by which such operations and standards are to be implemented, provided that such rights shall not be exercised in violation of any article contained in this Agreement.

B. The Committee, the Superintendent of Schools and Administrators empowered by law, likewise retain the right to promulgate rules and regulations, pertaining to the employees covered by this Agreement, so long as such rules and regulations do not conflict with any term or condition of this Agreement.

C. As to all matters not covered by this Agreement, the Committee retains the powers, rights and duties that it has by law and may exercise same without any such exercise being made the subject of arbitration.

ARTICLE III: SCOPE

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements and any question arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee, excepting, however, every such employee who on the effective date of the Contract is, or thereafter shall be, designated by the Committee as a representative of it for the purpose of such bargaining.

ARTICLE IV: SOURCE OF RIGHTS AND OBLIGATIONS

The provisions of this Contract set forth the entire agreement of the School Committee and Association on wages, hours, conditions of employment and all other matters. Other than statutorily conferred rights and imposed obligations, this Contract is the exclusive and controlling source of reference for determining the rights and obligations of the parties.

Wages, hours, conditions of employment or any other matter covered by this Agreement may not be unilaterally terminated or modified during the term of this Agreement.

The Committee agrees to amend the Rules, Regulations and Policies of the Milford School Department in effect on September 1, 1994 so that such Rules, Regulations and Policies will conform to any changes made by this Contract.

ARTICLE V: AGENCY FEE AND PAYROLL DEDUCTION

A. Payroll deductions will be made for members of the Association who have a tax-sheltered annuity and for such other purposes as the School Committee or the Town make deductions from the salaries of other employees.

1. The Committee agrees to deduct from the salary of each teacher who authorizes the Committee to do so the Association's dues and/or assessments.
2. For any teacher who is not a member in good standing of the Association, it shall be a condition of employment during the life of this collective bargaining agreement that, on or after the thirtieth day following the beginning of such teacher's employment or the effective date of this Agreement, whichever is later, he shall pay an agency service fee to the Association which shall be in an amount equal to the amount required to become and remain a member in good standing of the Association subject to the provisions contained in Chapter 150E, Section 12,1 of the General Laws of the Commonwealth of Massachusetts. Any such agency service fee may be deducted from the salary of any such employee who signs an authorization for permitting such deductions and shall be transmitted to the Association together with the regular dues transmitted pursuant to Section C. (infra).
3. If, at the end of the aforementioned 30 days, any employee has not paid the agency fee, the Association shall so notify the School Committee and will request the School Committee to take appropriate action.
4. Within three weeks of such notification, the School Committee will write to the employee and demand immediate payment of the agency service fee and inform the employee that failure to pay the agency service fee will result in the institution of termination proceedings.
5. If the agency service fee has not been paid by any employee within five weeks of the original notification of non-payment by the Association as provided for in Paragraph 3, the Association will write to the School Committee so informing the School Committee and request the School Committee to initiate termination proceedings against such employee or employees.
6. The School Committee agrees to initiate termination proceedings against any employee who has failed to pay the agency service fee as required by the Contract at the first School Committee meeting following the receipt of notification of non-payment and the demand for termination as provided for in Paragraph 5 unless the employee(s) exercise their right as provided in 17.06 (1 – 3) of the Massachusetts Labor Relations Commission Rules and Regulations.

B. The School Committee shall certify to the Treasurer of Milford all payroll deductions for the payment of dues to the Association that have been duly authorized by employees covered by this Contract.

The Committee's obligation to make such deductions shall terminate automatically upon termination of the employee who submitted the authorization, or upon receipt of a timely and properly written notice revoking such authorization, except that deductions shall be resumed if any employee, terminated by layoff, is recalled and no period of revocation intervened during his layoff period.

The Association agrees that it will indemnify and save the Committee harmless from any and all liability, claims responsibility damage or suit which may arise out of any action taken by the Committee in accordance with the terms of this article, or in reliance upon authorization described herein, in an amount not to exceed the sum described herein, in an amount not to exceed the sum received by the Association on account of the deductions made from the earnings of such employee or employees.

- C. In accordance with Chapter 292 of the Acts of 1970 (G.L. c.149, Sec. 178B),¹ the Committee will when a teacher so requests, make regular payroll deductions on the second pay period of each month of the school year and submit such funds to the treasurer of the Massachusetts Teacher's Association Credit Union. The Committee shall be exempt from all liability concerning such deductions.
- D. The parties recognize and agree that the power to terminate employees may lie with the Superintendent or other Administrator. It is therefore agreed that notwithstanding the foregoing references to the Committee, such reference shall be deemed to be to the employer generally and to the appropriate employee or officer of the employer empowered to act under the particular circumstances.

ARTICLE VI: GRIEVANCE MACHINERY

A. DEFINITION

A grievance is a complaint by any member of the bargaining unit, the Association, or the School Committee, that is based on an alleged violation of or variance from the provisions of this Agreement or the interpretation and application thereof.

B. PURPOSE

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time arise and affect the conditions of employment covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days at each step shall be the maximum allowed for taking a grievance to a higher step. The time limits so specified may only be extended by written mutual agreement.

Grievances submitted in written form shall be responded to in writing.

The Committee will, upon request, make available to all parties in interest, school department records and documents in its possession, necessary to the processing of any grievance.

Formal meetings provided for in the Grievance Procedure will be held during non-school hours whenever possible to allow participants to be available for their contributions to the proceedings.

Nothing in this article shall prevent either party from instituting any proceedings toward obtaining any legal or equitable remedy to which it may be entitled before any court or other tribunal of competent jurisdiction.

A grievance in order to be timely filed at Step 1 below, must be presented within ten (10) days after the occurrence of the matter from which the grievance arose or within ten (10) school days after being made aware of such occurrence. A school day for grievance purposes is defined as a day when school is in session.

For purposes of Step I through Step IV such school days shall include days when the central office is open during the summer vacation period.

STEP I: A grievance by unit personnel or the Association shall be presented orally or in writing, as the grievant shall elect, to the principal to whom the employee grievant is assigned or who the Association faults. If the grievance is not settled by the principal to the grievant's satisfaction within five (5) school days after such presentation, then

STEP II: The grievant may within five (5) school days thereafter present a written grievance (signed by him and an officer of the Association) with the Superintendent of Schools. The Superintendent or his designee and any other administrator selected by the Superintendent, shall hereafter meet with the grievant and the President of the Association. If the grievance is not settled within five (5) school days after its receipt by the Superintendent, then

STEP III: The Association may within five (5) school days thereafter present the grievance in writing to the School Committee. If the grievance is not settled within fourteen (14) school days after its receipt by the School Committee, then

STEP IV: The Association may within ten (10) school days thereafter present the grievance to the American Arbitration Association. A copy of its written submission shall be forwarded by registered mail to the School Committee.

When the grievant is the School Committee or the Superintendent, the grievance will be filed with the Association in writing at the third step. In the absence of settlement, it may be processed to arbitration within the time frame allowed to the Association under Steps 3 and 4. Any grievance initiated by the Association itself may be submitted directly at Level II (the Superintendent of Schools).

D. ARBITRATION

1. Grievances for arbitration shall be submitted to the American Arbitration Association for disposition in accordance with the applicable rules of said Association.
2. The arbitrator shall have no power to add to or subtract from or modify in any way any of the terms of this Agreement.
3. The fee and expenses of the arbitrator shall be divided equally between the School Committee and the Milford Teacher's Association.

E. PERSONNEL RECORD

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Milford for any employee involved in presenting such grievance, unless they were initiated and made part of the personnel file prior to the grievance being presented at LEVEL TWO and constitute the subject matter of the grievance. Should the grievance, however, be resolved at any level of the grievance steps in favor of the aggrieved individual, all such material contained in his

personnel file will, in the absence of an agreement between the Committee and the Association or its designated agents to the contrary, be removed.

ARTICLE VII: SCHOOL CALENDAR

The School year calendar will be developed by the School Administration and in compliance with State Laws and rules and regulations of the Massachusetts Department of Education. Prior to its submission to the School Committee, it will be given to the Milford Teacher's Association for comment and/or suggestions for modification. Should any comments or suggestions be received by the Administration within five (5) calendar days after the calendar is submitted, they will be presented to the School Committee for its serious consideration.

ARTICLE VIII: WORK YEAR

A. The work year of all classroom teachers on a ten-month contract (exclusive of principals, department heads, supervisors and new teachers who may be required to attend additional sessions) shall begin not more than one week before Labor Day nor more than two (2) days prior to the opening day of school for students in September and terminate after being signed out by immediate supervisors after the close of school for students in June, excluding Saturdays, Sundays, and Holidays.

B. It is agreed that the work year of ten-month personnel shall not exceed 180 teaching days plus a maximum of two (2) days (for new teachers 4 days) that may be devoted to orientation, in-service workshops or other non-classroom functions that are related to enhancing the quality and manner of education provided by the teaching professionals of the Milford School System. Five (5) hours on the first of the additional days above may be utilized by teachers for classroom preparation.

On the last day of school each year, sessions shall be one half (1/2) day.

C. All classroom teachers will attend three (3) meetings with parents to discuss the progress of their children's development. Such meetings will be scheduled, and teachers notified of such schedule, prior to the commencement of each school year. At the Elementary and Middle School levels such meetings shall be one (1) back to school night and two (2) parent/teacher conference nights.

D. It is further agreed that the length of the school year shall be in compliance with the law, rules and regulations of the Commonwealth of Massachusetts notwithstanding any provisions of this Contract to the contrary.

ARTICLE IX: TEACHERS HOURS AND TEACHING LOAD

A. 1. The normal starting time for students may not begin less than ten minutes after the starting time of teachers and the dismissal time for students may not occur less than fifteen minutes before the end of a teacher's normal work day.

1.1 Flexible scheduling time (Flex Time) will be available on a voluntary basis upon approval of the school administration. No principal may pressure or demand that teachers agree to flex time. Flex time for teachers may afford school administrators the opportunity to secure the staff resources they deem necessary to provide adequate supervision of students, before the official start of the school day and/or the official close of the school day, and may afford teachers more scheduling flexibility within the contractual workday. Volunteer teacher participants for flex time will be sought staff-

wide. The building principal is then able to choose from the pool of volunteers. In no case shall the workday for any teacher working in such a schedule exceed the normal workday. Teachers shall in no case be scheduled for a split working day, all such time being scheduled consecutively. Flex time is intended to increase the availability of teachers for supervision; therefore the provisions of Article IX A.1 shall not apply to teachers working a flex time schedule.

2. The work day of Pre-School, elementary (including kindergarten), middle and high school teachers will begin and end as follows:

Pre-School	8:05 AM to 3:05 PM
Friday	8:05 AM to 2:50 PM
Elementary School	8:15 AM to 3:15 PM
Friday	8:15 AM to 3:00 PM
Woodland School	8:05 AM to 3:05 PM
Friday	8:05 AM to 2:50 PM
Middle School	7:35 AM to 2:35 PM
Friday	7:35 AM to 2:20 PM
High School	7:40 AM to 2:40 PM
Friday	7:40 AM to 2:25 PM

The work day for nurses shall be as follows:

Pre-School and Woodland	8:15 AM to 2:50 PM
Elementary	8:25 AM to 3:00 PM
Middle School	7:45 AM to 2:20 PM
High School	7:50 AM to 2:25 PM

Changes may be made to the above schedule only upon consultation with the Association. No major changes may be made except upon mutual agreement by the parties.

It is understood, however, that variations to such schedule are permissible to allow teachers to present courses, instructions and/or assistance to students which could not otherwise be given under the existing schedule. It is further understood by the parties that no teacher will be expected or required to work in excess of thirty-seven (37) hours a week (Monday through Friday).

3. Teachers will provide office hours for 45 minutes each week for the purpose of offering extra help to students. Such time can be offered to students before student arrival time, after student dismissal, or a combination of both. Teachers are expected to remain for the duration of their scheduled office hours and may use the time as additional preparation time if no students elect extra help. Office hours will be determined in consultation with the school administration.
4. Superintendent, Principals and Supervisors may call meetings of classroom teachers during or at the end of their work day for conducting in-service workshops or for any

other reason that may serve to effectively operate the Milford Public Schools. Meetings that are conducted at the end of the work day will not exceed one (1) per month and will not normally exceed sixty (60) minutes in duration. When a teacher is not provided advance notice that a meeting may exceed sixty minutes, a teacher will be excused at the end of sixty minutes provided the request to be excused is based upon a valid reason. Effective September 1, 2019 five (5) additional such meetings may be called per year increased to ten (10) additional such meetings effective September 1, 2020.

It is further understood that the meeting referred to in this article does not involve meetings regularly conducted between Principals and Department Heads, or Department Heads and Classroom Teachers. All workload practices, including but not limited to Department Head meetings, which are not expressly prohibited by this Agreement, may continue.

5. Notwithstanding the foregoing, on the two (2) Professional Days which may be scheduled each year, the work day for all teachers shall be 8:00 AM to 3:00 PM.
- B. In the absence of other arrangements agreed to by the Association, all teachers shall have a 30-minute duty-free lunch period each work day between the hours of 10:30 AM and 1:00 PM, beginning with the opening day of the high school. Teachers shall be allowed to leave the school premises during the lunch period. Teachers shall sign out upon leaving and sign in upon return.
- C. Except for Department Heads and Nurses, each member of the bargaining unit in the high school, middle schools and elementary schools will have one (1) preparation period per day of at least forty (40) minutes in length. Elementary classroom teachers will also be free for preparation during recess when, and if, a teacher aide assigned to the building is available.

Teachers shall be allowed to leave the school premises during preparation periods, unless requested by the building principal to be present during a certain preparation period to tend to specific educational matters. The Association shall cooperate with the school administration in assuring that there is no abuse of the right to leave during preparation or lunch periods. Teachers leaving school during a preparation period may be required to sign in and sign out but without being asked to provide a reason.

At least one period shall be available as a preparation period at the High School per school day. It is agreed and understood that teachers will teach five of the seven periods in the 7-drop-1 Schedule. It is also agreed and understood that during the seven-day cycle of the 7-drop-1 Schedule, up to three periods may be used for collaborative planning, and further, if deemed necessary, two of such periods may be assigned as a supervision. Two additional periods per cycle shall be used for Departmental planning time. In the event a lab is assigned as a supervision the teacher so assigned shall have one of the three collaborative planning sessions as an additional preparation. In the event two labs are assigned as a supervision during one cycle two of such collaborative or planning periods may be utilized as additional preparations. In the event the 7-drop-1 Schedule is eliminated, the Committee recognizes its obligation to bargain under G.L. c. 150E.

The High School Administration shall meet, as needed, with representation of the High School staff to discuss any issues as they arise in relation to implementation of the 7-drop-1 Schedule. In the event issues remain unresolved with the High School Administration the Association may request a meeting with the Superintendent of Schools who shall promptly meet with Association representatives and the High School Administration to seek resolution of any outstanding issues. If issues remain unresolved after meeting with the Superintendent of Schools those issues may be brought to the School Committee/Teachers Association Collaborative Bargaining Team for consideration.

- D. The current unofficial preparation time for itinerant teachers shall not be reduced to the point where they will receive less preparation time than non-itinerant teachers of the level (elementary or middle school) where itinerants do most of their teaching.

ARTICLE X: TEACHER ASSIGNMENTS

- A. Teachers will be notified in writing of their assignments for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, if such new assignment reflects a change in the teacher's current assignment, before the end of the school year, except for unforeseen circumstances.
- B. Teacher aides, students or interns on cooperative programs, or any other person not qualified by education and/or experience, will not be given any teaching duties or made responsible for the education or development of any group of students, except as stated in Federal guidelines for Title I teacher aides, and except such volunteers as the Association and the School Administration agree would make positive contributions to the education of children.
- C. In order to assure that pupils are taught by teachers working within their area of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major fields of study.

ARTICLE XI: TEACHING DUTIES

- A. The School Committee and Association acknowledge that a teacher's primary responsibility is to educate children and to help them learn, and the main focus of his energies and professional assignment should be those school day activities that deal directly with education and learning. The Committee and Association mutually recognize, therefore, that teachers should be primarily utilized in the following areas:
1. The preparation, presentation and evaluation of lessons;
 2. The management of their classrooms and the care of equipment and material contained therein;
 3. The supervision of students placed in their charge;
 4. The maintenance of records directly related to classroom instruction;
 5. The counseling and guidance of students, especially those within their classes;
 6. The performance of all other duties relevant to the development of systems and programs related to a teacher's area of instruction.

ARTICLE XII: MISCELLANEOUS WORKING CONDITIONS

- A. No studies shall be assigned to take place within classrooms during instructional periods.
- B. Every effort will be made to obtain qualified personnel to serve as substitutes whenever a faculty member is absent. If it is not possible, however, and staff members are asked to devote their preparation time to covering for absent colleagues, they shall be paid 1/1300 of the mean salary

on the salary schedule for each of the first ten days and 1/1300 of a teacher's current salary for each day thereafter. The principal shall arrange such coverage.

- C. Teacher participation in extracurricular activities will be voluntary and compensated under the extra duty compensation schedule included in Article XXIX of this Contract.
- D. A principal or supervisor may discuss marking procedure with a teacher, but a teacher will not be required to change a student's grade.
- E. All classroom teachers will not be required to maintain attendance registers.
- F. Decisions by the School Committee to appoint or reappoint Department Heads and team leaders will be made annually. If an incumbent desires re-appointment he/she must notify the Administration each year. In the absence of notice to the contrary, a team leader's former application will be treated as a new application for appointment. Notice of whether a teacher has been appointed, or not appointed, will be given on or before the last day of school each year.
- G. All students will be given equitable access to the least restrictive environment in order to pursue their goals. Teachers will be given access to guidance, student records, individual education plans, and any other pertinent information about all students on their teaching case load in order to support all students in the classroom. Nothing in this article shall be construed as giving the classroom teacher the right of refusal of any student.
- H. Membership on all Ad Hoc Committees within the school system shall be voluntary and the nominee requested to participate in such activities will be so advised.
- I. The Committee states that its goal is to try to keep class size at or below an average of 24 students per regular classroom, particularly at the elementary level. To this end, the Committee will, subject to available funds and resources, make an effort to achieve such class size.
- J. Teacher Resignation. Before the start of any school year, a teacher voluntarily resigning must give thirty (30) days notice of such resignation. During the school year, two (2) weeks notice must be given prior to the effective date of any resignations.
- K. Technology

The Parties recognize that the implementation of new technologies into the educational setting may impact on working conditions of unit members. Prior to the adoption of new technology related policies and procedure, it is agreed that the Administration will consult with the Association and afford the Association opportunity for input.

There shall be standing Technology Review Committee. Said Committee shall consist of the Superintendent or his/her designee and one other designee of the School Committee and two members of the Teachers Association to be named by the Association President. The Committee shall meet on a regular basis, as necessary, but not less than once per month other than during summer months. The Committee shall hear, discuss and consider issues raised by Teachers, the Administration or other concerned parties relating to the introduction of and/or use of technology, and particularly as such introduction and/or use may impact members of the Teachers Association.

L. A goal of the Administration will be to prepare the High School schedule so that each teacher will have no more than three (3) different courses for which to prepare, if at all feasible.

M. Health and Safety

The parties recognize that the health and safety of employees and students is of paramount importance. It is agreed that the administration and the association will consult in relation to health and safety issues in school buildings that are deemed significant to staff and students.

There shall be a standing Health and Safety Review Committee. Said committee shall consist of the Superintendent or his/her designee and one other designee of the school committee and two members of the Teachers Association to be named by the Association President. The committee shall meet on a regular basis, as necessary, but not less than once per month except during the summer months. The committee shall hear, discuss and consider issues raised by teachers, the administration or other concerned parties relating to health and safety concerns within the various school buildings of the Milford School District.

ARTICLE XIII: VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in a professional position occurs within a position with the unit and a position within Milford School Administrators unit it will be adequately publicized by the Superintendent by means of a notice to the Association and bulletin boards in each school throughout the system at least 10 calendar days prior to the appointment being made. During the months of July and August, written notice of any vacancy will be given to the Association. The qualifications for the position, its duties, and the range of compensation (including lower and upper levels of the range), will be clearly set forth. Notification of appointment will be made by letter to all applicants within ten (10) calendar days after the appointment has been made.
- B. Teachers currently employed by the Milford School System will be given preference when their qualifications are equal to competing candidates, in the filling of positions within their respective bargaining unit. Seniority will be reviewed when considering qualifications. Teachers desiring transfers may submit a written request to the Superintendent stating the desired assignment. Such request must be submitted between September 1 and June 30 of each year. Requests must be renewed each year. Teachers who have submitted a request for a transfer will be given preference, if qualified, over teachers who respond to the vacancy posting.
- C. Appointments will be made without regard to race, creed, color, religion, national origin, sex or marital status.
- D. All available positions in Summer School, Evening School and Federal Programs will be posted by means of notification to the President of the Association in order to afford an opportunity to apply for such positions.
- E. 1. A "transfer" is defined as a movement from one grade level assignment to another or a movement from one school building to another. (Movement of an entire grade from one building to another shall not be considered a "transfer").
2. When involuntary transfers are necessary, a unit employee's area of competence, major, and/or minor field of study, quality of performance, and years of service in the system will be considered in determining which employee is to be transferred. Unit employees being

involuntarily transferred will be transferred to comparable positions as far as is reasonably possible.

ARTICLE XIV: SICK LEAVE

- A. Sick Leave will be granted on the basis of fourteen (14) days per year with unused sick leave accumulating to a maximum of two hundred (200) days.

The written policy of the Milford School Committee regarding sick leave which is presently in force is hereby incorporated by reference as if set out in full at this point, except where inconsistent with the Sick Leave Bank provisions of this Agreement.

- B. After 4 consecutive days of absence (reduced to 3 consecutive days, when 4 consecutive days have been used already in the same year), or 8 cumulative days of absence within a school year because of illness, a certificate from a licensed, practicing doctor of medicine or doctor of dentistry as the case may be, with a valid state license, may be required before any further sick leave usage is allowed during such year or such consecutive period. The certificate shall be presented to the Superintendent of Schools and the School Principal, and shall indicate that the absence is caused by a legitimate illness of the teacher. Any teacher who has accumulated 8 absences with a school year shall be advised of these provisions in writing by the School Principal or Superintendent, with a copy of the notice to the Association President. Absences excused by a doctor's certificate shall not be counted towards the 8 absences referred to above.
- C. Each teacher will receive an accounting of the number of sick leave days accumulated by the first day of school of each contract year.
- D. Accumulated sick leave, not to exceed one hundred (100) days, shall be paid in a lump sum to the spouse or beneficiary or any employee eligible for such leave whose services are terminated by death.
- E. Individuals shall, as soon as possible, notify the principal or his/her Designee, of the school where assigned, or the Department Head or his/her designee in the case of specialists, of the individual's illness and intent to utilize sick leave.

Failure to make personal contact may result in a non-allowance of sick leave and loss of pay unless the individual submits a statement to the Superintendent of Schools explaining the reason(s) why personal contact could not be made.

- F. Up to ten (10) days of sick leave per year may be used for illness in the immediate family, meaning the employee's spouse, child, parent, or other relative or significant other who resides permanently in the employee's immediate household.

- G. Incentive Program

All teachers who use sick leave as follows will receive a bonus at the end of the year as hereinafter set out:

0 days - \$325
1 day - \$275
2 days - \$225

1. If the system-wide mean average sick leave use for all teachers (excluding all usage of those with 25 or more consecutive days) reaches 4 days, all teachers using 6 days or less of sick leave will receive a \$50 bonus.

2. In addition to the foregoing, a teacher who uses three or fewer sick leave days in a school year shall, in the following school year, be allowed an additional personal day for use in that subsequent year, notwithstanding anything to the contrary within Article XVII hereof.

H. Upon retirement, a teacher hereunder shall be eligible to be reimbursed for all sick leave accumulated during the course of his/her employment in excess of 200 days. Such reimbursement shall be at the rate of 5% of the per diem rate applicable for such teacher at the time of his/her retirement, for each day accumulated over 200 days. Except in the case of accidental disability retirement, to receive this benefit a teacher must notify the Central office of his/her intention to retire by February 1st of the year proceeding the school year said teacher intends to retire (last sentence effective February 1, 2019).

ARTICLE XV: SICK LEAVE BANK

A. The School Committee shall establish a Sick Leave Bank for use of eligible personnel.

B. At the beginning of each school year, the Committee shall set aside in the Bank a number of sick leave days equal to the number of professional personnel employed in the bargaining unit until 750 days have been deposited. Subsequent to this number, the Committee shall replenish the Bank at the beginning of each school year with whatever number of days are required to maintain the 750 maximum.

C. Employees may be eligible to receive the benefits of the Sick Leave Bank subject to the following conditions:

1. An applicant must have had accumulated at the beginning of any prolonged illness for which benefits are sought at least twenty (20) percent of the maximum accumulated sick leave available to the applicant since his/her employment, or at least twenty (20) percent of the maximum accumulated sick leave available to the applicant since his/her last prolonged illness. All such accumulation shall be utilized before there is any allowance from the Bank.
2. Application for benefits shall be in writing to the Superintendent of Schools accompanied by a certificate from a licensed, practicing doctor of medicine as to the physical inability of an employee to resume his/her teaching and/or administrative duties. The School Committee reserves the right to invoke a medical panel to substantiate the certification of the employee's physician. After twenty-five (25) days of use of time from the sick bank for any one illness or condition, the School Committee shall have the right to require the employee to submit further medical certification.
3. Once an employee has drawn any number of days from the Bank, he shall be required to re-accumulate the required number of days and to meet the conditions of Paragraphs 1 and 2 above before he may use the Bank again.
4. The Bank may only be used for what the Committee (infra) determines to be a legitimate long-term medical condition that needs immediate attention, not otherwise provided for

by the Agreement, School Committee policy or law. Total number of days that may be drawn for any one illness or disability may not exceed two hundred (200) days.

- D. Sick days drawn from the Bank shall be actual work days in which school was in session excluding weekends, holidays, school closing and vacation periods.
- E. A five member committee composed of two unit employees, one Administrator, and the School Superintendent or his designee, and one School Committee member shall administer the Sick Leave Bank in making determinations on eligibility for entitlement to draw from the Bank. The maintenance of records of the days deposited and withdrawn shall be maintained by the Central Office and made accessible to members of the Joint Committee.

The Association may appeal the decision of the Joint Committee on denial of eligibility for use of the Sick Leave Bank at Level IV of the grievance procedure.

ARTICLE XVI: FUNERAL LEAVE

In the event of death in the immediate family of an employee he will be granted leave with pay not to exceed four (4) consecutive working days, and such leave shall not be charged to sick leave or vacation leave. For the purpose of this section, immediate family shall mean:

MOTHER, FATHER, BROTHER, SISTER, MOTHER-IN-LAW, FATHER-IN-LAW, SONS, DAUGHTERS, WIVES, HUSBANDS, OR SIGNIFICANT OTHER RESIDING IN THE SAME HOUSEHOLD, GRANDCHILDREN, OR ANY OTHER RELATIVE WHO LIVES IN THE IMMEDIATE HOUSEHOLD, OR SUCH INDIVIDUAL WHO WAS RESPONSIBLE FOR RAISING THE EMPLOYEE IN THE PLACE OF A PARENT. (PARENTS AND/OR CHILDREN TO INCLUDE THOSE THROUGH ADOPTION).

In the event of the death of a teacher's grandparent, brother-in-law or sister-in-law, or son-in-law or daughter-in-law, the teacher will be granted leave of two days with pay.

ARTICLE XVII: ADDITIONAL LEAVES

- A. Personal emergency leave. Teachers will be allowed two (2) days per year of personal emergency with pay, not cumulative, subject to the following conditions:
 - 1. Such leave shall only be for compelling personal business which the employee is unable to complete outside of the regular non-working days.
 - 2. At least twenty-four (24) hours in advance of the day sought for leave, application for such leave shall be made to the Superintendent. If less than twenty-four (24) hours notice is given, an explanation must be given for not meeting the time requirement. The Superintendent may deny such leave if the event for which the leave is sought could have been scheduled on non-working time.
 - 3. The day for which leave is sought does not immediately precede or follow holidays or vacations. However, the Superintendent may, upon written request grant such leave in the exercise of his absolute discretion.

4. The Committee agrees that all reasons provided to the Superintendent in accordance with this Section are confidential and shall remain confidential unless otherwise necessary in any legal proceeding, including grievance and arbitration.
 5. If an employee uses no personal days in any school year he/she may carry the day into the following school year for use in that year, notwithstanding any other provision hereof.
 6. Personal leave must be taken as a full day of leave.
- B. In addition to leaves of absence for personal use, teachers are entitled to said leaves of absence for:
1. Time necessary for Association representatives to attend Mass. Teachers Association and/or National Education Association and conventions.
 2. Leave to allow a teacher to accept summer study grants when such programs commence not more than ten (10) school days prior to the last day of school may be granted subject to the approval of the Superintendent, which approval will not be unreasonably withheld. Not more than five (5) teachers in one school year will be granted this leave, with preference to be given to the first five (5) applicants. Decisions of the Superintendent hereunder may be appealed only to Step 3 of the grievance procedure.
 3. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the immediate family. Additional leave may be granted at the discretion of the Committee.
 4. Additional personal leave to be granted at the discretion of the Superintendent.

ARTICLE XVIII: PARENTAL LEAVE

- A. Leave without pay shall be allowed to all female teachers for reason of pregnancy. Such leave shall not be for more than eighteen (18) months from time of departure.
- B. Notification of pregnancy shall be given in writing to the Superintendent of Schools when pregnancy has been verified by a physician; such notice shall be given not later than the end of the fifth month of such pregnancy, except in extenuating circumstances.
- C. The pregnant teacher and her physician shall determine the date on which leave will be granted. Except for a situation beyond a teacher's control, a two (2) week advance notice, in writing, shall be given to the Superintendent prior to the commencement of pre-natal leave. The notice shall also include the amount of post-natal leave sought. Should the teacher request an increase or decrease in parental leave following a successful termination of pregnancy, she shall be granted such request at the discretion of the School Committee. In case of an unsuccessful pregnancy, a teacher may return to her employ, prior to the termination of the post-natal leave previously granted, provided that a two (2) week advance notice is given, and she complies with Paragraph D below.
- D. Before the teacher returns to her employ, she shall provide the Superintendent of Schools with a medical statement from her physician attesting to her fitness to resume her duties.

- E. All benefits to which a teacher is entitled at the time of her leave of absence, including unused accumulated sick leave and personal leave, will be restored to her upon her return, and she will be assigned to the same position which she held at the time of such leave, if available and/or as required by applicable statute. If the same position is not vacant, the teacher will be assigned to the most nearly equivalent position which is available (i.e. vacant) at the time of her return and for which she is certified and qualified.
- F. Parental Leave shall not be considered equivalent to teaching time as time relates to the salary schedule or tenure when a teacher is on parental leave for more than a total of four months of the school year. If such leave totals four months or less, the teacher shall be permitted to progress to the next step of the salary schedule on the following year and given credit for the year in which she was absent for the purpose of tenure.
- G. Male teachers shall be permitted leave without pay, under the same conditions of Section E and F above, for a period of the eighteen (18) months immediately following the birth of a child, which child is resident with him. Notice of pregnancy of such teacher's spouse must be given to the Superintendent, together with the intention to take such leave, not later than thirty (30) days prior to birth, except in extenuating circumstances.
- H. Either parent/employee shall be eligible for leave without pay, under the same conditions as Section E and F above, where such employee has accepted a child as part of legal adoption procedures. Such leave shall commence at acceptance of such child or up to two weeks prior to such acceptance. Notice of intention to take such leave must be given not later than thirty (30) days prior to commencement, except for extenuating circumstances.
- I. Where both the mother and father of a child are teachers eligible for leave without pay under this Article, only one such leave shall be granted.

ARTICLE XVIII-A: FAMILY AND MEDICAL LEAVE

Section 1. Applicability

The parties hereby agree and recognize that the "Family and Medical Leave Act of 1993", as codified at 29 USC 2601, et seq., (hereafter referred to as "the Act") is and will be applicable in accordance with its terms to any member of the bargaining unit who qualifies as an "eligible employee" within the meaning of the Act. The parties further recognize and agree that except as is set forth herein, the Act shall not be deemed to alter any other leave provision of this agreement.

Section 2. Use of Other Benefits

In situations where the twelve (12) work weeks of leave under the Act is to be applied because of a birth or placement for adoption, or foster care, or to care for certain relatives of the employee because of a serious health conditions within the meaning of the Act, the employee shall be required to use accrued vacation leave and personal leave as part of the twelve (12) work week leave period.

In the event the twelve (12) work week leave period is because of a serious health condition of certain family members, as set forth in the Act or of the employee, the employee shall be required to use accrued vacation, personal and sick leave for any part of the twelve (12) work week period of leave.

Section 3

Certifications

Any request for leave under the Act because of a serious health condition of the employee or his/her eligible relative under the Act shall be supported by the certification of a health care provider in accordance with the Act. The employer shall have the right to a second opinion in accordance with the terms of the Act and in the event of a conflict in opinions, the issue will be resolved in accordance with the Act.

The employer shall have the right to demand that eligible employees obtain subsequent re-certifications on such basis as is reasonable under the circumstances.

Any employee on a twelve work week leave under the Act shall be required to report periodically to the employer on the status and intention of the employee to return to work.

Section 4 Nothing herein shall be deemed to supersede or void any other benefit provided in this Agreement.

ARTICLE XIX: SABBATICAL LEAVE

Upon recommendation of the Superintendent of Schools, Sabbatical Leave, in a teacher's area of certification, which would increase the employee's professional ability, may be granted for study or research subject to the following conditions:

- A. Not more than two (2) percent of the teaching staff will be absent on sabbatical leave at any one time.
- B. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required by the Superintendent of Schools, not later than December 31, and action must be taken on all such requests not later than March 1, of the school year preceding the school year for which the sabbatical leave is requested.
- C. The teacher must have completed at least seven (7) consecutive full school years of service in the Milford School System.
- D. Teachers on sabbatical leave will be paid at one hundred (100) percent of their regular salary rate for six (6) months, or fifty (50) percent of their regular salary for future members provided that such pay, when added to any program grant, will not exceed their regular salary rate.
- E. Prior to granting sabbatical leave, a teacher shall enter into a written agreement with the Milford School Committee that upon termination of such leave, he will return to the service of the Milford School System for a period equal to twice the length of leave. In default of completing such service, he shall refund to the School Committee the salary received by him while on leave, unless such default is due to illness, disability, discharge, death, or other circumstances beyond the control of the individual.
- F. Prior to the beginning of a sabbatical leave, a teacher shall, after consultation with the Superintendent or his designee, identify an educational need of the Milford Public Schools, and address himself to that need during his year of study. This may include, but not be limited to research projects, term papers, or an equivalent activity, which should be compatible to his program of studies. Such work should be submitted to the Superintendent upon the teacher's return to his teaching duties in the Milford School System.

ARTICLE XX: PROFESSIONAL GROWTH AND DEVELOPMENT (Leave)

- A. Teachers shall be permitted to attend one meeting, conference or seminar per year that will serve to enhance their professional growth and development, subject to appropriation within the School Department Line Item budget. Any decision of the Administration to grant or not to grant such leave may be subject to the grievance procedure, but not to arbitration.
- B. The Milford Public Schools Curriculum Committee will plan and evaluate in service/professional development during the ten (10) scheduled Curriculum Committee meetings. The Curriculum Committee shall consist of Curriculum Team Leaders, Curriculum Team Coordinators, Principals, Directors and Central Office Personnel.

ARTICLE XXI: MILITARY LEAVE

- A. A teacher who is required as a member of the National Guard or as a reserve member of one of the United States Armed Forces to be absent from his position for the purposes of active annual training duty or encampment for a period of not more than seventeen (17) days in a calendar year shall be granted pay for those days which he is absent from his duties. In addition, such leave with pay will be granted in those instances where such teacher is involuntarily called to serve during declared emergencies by virtue of decree or order of the President of the United States or the Governor of the Commonwealth.

The amount of pay will be the difference between the teacher's regular salary and the compensation received from the military during said period. Reconciliation of pays shall take place as soon as possible after completion of military leave and receipt of military pay.

- B. A teacher (other than one on temporary status) who leaves the employment of the Milford School System for the purpose of entering the Armed Forces of the United States shall be re-employed by the Committee in accordance with the provisions of the Selective Service Act of 1948, as amended by the Universal Military Training and Selective Service Act of 1951, the Armed Forces Reserve Act of 1955, and as such Acts may be hereafter amended.

ARTICLE XXII. USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings and programs. The principal of the desired building will be notified in advance of the time and place of all such meetings and programs. The cost of any extra custodial service required because of Association activities will be borne by the Association.
- B. There will be one (1) bulletin board in each school building, to be provided and maintained at the expense of the School Committee, which will be located in the faculty lounge for the purpose of displaying notices, circulars and other Association materials. Copies of all such material will be given to the building Principal so long as the submitted material is in good taste. The Association shall keep the bulletin boards in good shape and be responsible for posting the material.

ARTICLE XXIII: SCHOOL COMMITTEE MEETINGS

The Milford School Committee agrees to make available to the President of the Association copies of its official agenda and approved minutes of meetings.

ARTICLE XXIV: PAYROLL DEDUCTIONS OF SALARY GUARANTEE
INSURANCE

Provisions for payroll deductions of salary guarantee insurance will be made provided that the Association certifies, in writing, to the Superintendent that a majority of the members of the Association will participate, effective September 1, prior to the beginning of the school year.

ARTICLE XXV: TEACHER EVALUATION

- A. The purpose of evaluation is to provide information to improve and recognize staff effectiveness and to provide a record of facts and assessments for personnel decisions. Evaluation should be a continuous and cooperative process between the evaluator(s) and the evaluatee.

The evaluation should place major emphasis on assisting the evaluatee to achieve professional and creative growth that is consistent with vision, mission, and core values of the Milford Public Schools.

- B. Evaluation of teachers shall be in accordance with the “Milford Public Schools Evaluation and Process and Procedures” and will seek to measure the teacher’s performance in relation to the Performance Standards adopted pursuant to G.L. c. 71, Section 38, and other applicable law and regulations.
- C. The form for reporting of evaluation will be mutually agreeable to the Association and the Administration.
- D. 1. Teachers will have the right, upon making an appointment and a written request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him during such review.

2. No material derogatory to a teacher’s conduct, service, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent of Schools and attached to the file copy.
- E. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

A. Conditions for payment

The School Committee will pay the full tuition cost of courses (and registration fees and mandatory student fees) taken by teachers or the difference between the total tuition costs and any grants or G.I. Bill of Rights payments received by teachers for payment of such tuition costs (Only for courses taken after the fifth anniversary of employment. In addition to apply to one course after the third anniversary and two courses between the fourth and fifth anniversaries) subject to the following conditions:

1. The School Committee's obligation to pay for the full tuition cost of courses is limited to fifty (50%) percent of the actual tuition cost or the tuition cost of courses of equal credits at Massachusetts State Colleges, whichever is higher.
2. There will be no payment of courses that exceed three (3) in number for any given year between September 1 and August 31. The Superintendent, in his discretion, may approve reimbursement for accelerated Masters programs. (Accelerated Masters programs, where more than three courses are completed in one year, will be reimbursed at the rate of three courses per year, each year, until all approved courses are reimbursed. Under no circumstances will more than three courses be reimbursed for the same teacher during any one year.)
3. The dates and times of day the course or courses are given cannot conflict with the designated work day of the teacher.
4. Courses are to be taken in a program working toward an earned Masters, Ph.D. degree and/or a program of study approved by the Superintendent of Schools and the School Committee.
5. Courses are to be taken from an accredited college or university, approved by the Superintendent of Schools and the School Committee.
6. A grade of 80 percent, its equivalent, or higher, must be received by the teacher in each course for which payment is sought, or where no grades are given, evidence of satisfactory completion; provided a teacher in a graduate degree program may receive a total of two grades of less than 80 percent, or its equivalent, if the college or university where the courses are taken recognize such grades as passing for the graduate degree program.
7. Any teacher desiring eligibility for course reimbursement hereunder shall, as a condition of eligibility and in consideration of any reimbursement, execute an Agreement assuring reimbursement under Section D, *infra*, which Agreement shall be in the form appended hereto as Addendum "A". Issues arising under said Agreement, or Section D *infra*, shall not be subject to grievance or arbitration under Article VI hereof.

B. Recertification Courses

Notwithstanding the limitations within Section 4 above, after a teacher's fifth year of employment, during such teacher's 5 year recertification cycle(s), such teacher(s) may take and be reimbursed for a total of two (2) courses working towards his/her recertification requirements.

Such courses must be in such teacher's area of certification or recertification, and current assignment.

Each teacher shall, prior to taking such courses in a recertification cycle, declare which of the following two paths will apply during such cycle:

Path 1 - The two (2) courses to be in reimbursed in accordance with A. 1 above; or

Path 2 - up to \$2000 for any number of courses during such recertification cycle.

C. Payment of Courses

Payments for each course is to be made to the teacher upon duly authorized receipt of payment by the teacher. To be eligible for payment, a teacher must file a written request for such payment within thirty (30) days of eligibility for payment in accordance with Section A above.

D. Reimbursement

Should a teacher voluntarily leave the school system within a full school year following the completion of courses, such teacher is required to reimburse the School Committee for the tuition of all courses that had been previously paid by the School Committee during that period. After completion of a degree program, should a teacher leave the Milford School system voluntarily within one (1) year after such completion (within two (2) years in the case of a doctoral program), the reimbursement shall be for all courses taken over the previous two years.

E. CAP on Reimbursements.

There shall be a total CAP on yearly reimbursements hereunder at \$200,000 (increased by 2% in the second year and buy a further 2% in the third year of this Agreement). Reimbursements shall be on the basis of first applying teachers to be reimbursed first until the CAP amount is depleted. If the CAP is met and there remain teachers otherwise eligible for reimbursement during such CAP year, such teacher shall be reimbursed from the CAP amount available during the following year and such reimbursement shall apply against the CAP for the following year.

ARTICLE XXVII: SALARY SCHEDULE

1A. Salary Schedule for September 1, 2018 through August 31, 2019:

STEP	BACHELOR/ NON-DEGREE	BACHELORS +15	MASTERS	MASTERS +15	MASTERS +30	MASTERS +45	MASTERS +60	EdD/PhD*
1	51,004	52,971	54,875	56,138	58,770	59,960	61,149	63,503
2	52,279	54,209	56,138	57,315	60,094	61,246	62,399	64,705
3	56,344	58,322	60,288	61,562	64,293	65,470	66,659	69,026
4	59,245	61,319	63,371	64,669	67,375	68,504	69,632	71,853
5	61,926	63,892	65,797	67,375	69,753	70,955	72,168	74,547
6	65,239	67,230	69,219	70,311	73,140	74,304	75,469	77,823

Hurdle								
7	67,981	69,935	71,914	73,140	75,639	77,496	78,018	80,396
8	72,065	74,293	76,525	77,623	80,269	81,810	82,683	85,135
9	76,148	78,649	81,137	82,107	84,898	86,124	87,350	89,873
10	78,824	81,324	83,812	84,782	87,573	88,799	90,024	92,550

1B. Salary Schedule for September 1, 2019 through August 31, 2020:

STEP	BACHELOR/ NON-DEGREE	BACHELORS +15	MASTERS	MASTERS +15	MASTERS +30	MASTERS +45	MASTERS +60	EdD/PhD*
1	52,279	54,295	56,247	57,542	60,240	61,459	62,678	65,091
2	53,586	55,564	57,542	58,748	61,597	62,777	63,959	66,323
3	57,752	59,780	61,795	63,101	65,900	67,107	68,325	70,751
4	60,726	62,852	64,955	66,286	69,059	70,216	71,372	73,649
5	63,474	65,489	67,442	69,059	71,497	72,729	73,972	76,411
6	66,870	68,911	70,950	72,069	74,968	76,162	77,356	79,769
Hurdle								
7	69,681	71,683	73,711	74,968	77,530	79,433	79,968	82,406
8	73,866	76,150	78,438	79,564	82,275	83,855	84,750	87,263
9	78,052	80,615	83,165	84,160	87,020	88,277	89,533	92,120
10	81,215	83,777	86,328	87,322	90,183	91,439	92,695	95,284

1C. Salary Schedule for September 1, 2020 through August 31, 2021:

STEP	BACHELOR/ NON-DEGREE	BACHELORS +15	MASTERS	MASTERS +15	MASTERS +30	MASTERS +45	MASTERS +60	EdD/PhD*
1	53,717	55,788	57,794	59,124	61,896	63,150	64,402	66,881
2	55,059	57,092	59,124	60,364	63,291	64,504	65,718	68,147
3	59,341	61,424	63,494	64,836	67,713	68,952	70,204	72,697
4	62,396	64,580	66,741	68,109	70,958	72,147	73,335	75,674
5	65,220	67,290	69,297	70,958	73,463	74,729	76,007	78,512
6	68,709	70,806	72,901	74,051	77,030	78,257	79,483	81,963
Hurdle								
7	71,597	73,655	75,739	77,030	79,662	81,618	82,168	84,672
8	75,898	78,244	80,595	81,752	84,538	86,161	87,081	89,663
9	80,198	82,832	85,452	86,474	89,413	90,705	91,996	94,653
10	83,870	86,502	89,123	90,145	93,084	94,375	95,665	98,326

*The Superintendent of Schools shall have the discretion to approve placement in this lane for a teacher with a Doctorate directly tied to his/her teaching assignment.

- 1D. Lane changes will be acknowledged only in the beginning of a school year, with the exception of lane changes resulting from completion of summer school courses where the grade is received after the start of the school year, in which case the lane change will be made retroactive to the start of the school year. A teacher who has been employed less than one full year, shall not receive his/her first step advancement at the beginning of the next school year after the first year of his/her employment, unless that teacher shall have worked at least ninety (90) days during that first year.

Step movements (subject to the "Hurdle" above and *infra*) shall be annual at the beginning of each school year, except that teachers hired after the 91st day of any school year shall not move to the next step until after the following full year.

Teachers otherwise due a step movement shall not receive such step movement without having maintained or achieved active and current licensure status, unless such status is delayed by SEI (Sheltered English Immersion) requirements or other DESE caused delay, not caused or contributed towards by such teacher.

2. The hurdle as indicated in the Salary Schedule requires six (6) credit hours. The credit hours are to be for courses taken in the realm of certification, or the teacher's current field of instruction, and approved by the Superintendent and the School Committee. Any teacher proceeding from Bachelor to Master, from Master to Master plus 15, from Master plus 15 to Master plus 30, or from Master plus 30 to Masters plus 60 or Ph.D. at the 6th Step will proceed to the 7th Step without hurdle requirement. Upon completing the hurdle requirement, however long it may take, a teacher can only advance to the 7th Step.
3. Directors shall in consideration for teaching a maximum of three classes (K-12) during the regular work day and other duties outside the regular work day, receive \$2,200.00 per year (base). Each Director shall receive an additional \$80.00 for each teacher he or she must supervise. Directors will be responsible to formally observe each teacher assigned to his/her department no less than one observation per semester. The administration will retain the discretion to change the frequency of observations when situations arise that deem it necessary.

Training will be provided on an annual basis to ensure consistency with Article XXV.

- 3A. Any employee appointed as Title I Director, in consideration of the duties of said Director, shall receive an additional stipend of \$5,100 for each year together with the sum of \$80 for each teacher supervised. Further, the Title I Director will receive a per diem rate based upon his/her annual rate of compensation for up to ten (10) additional days of work which may be required outside of the regular school year.
4. The salary for Curriculum Team Leaders is \$2,550 in recognition of additional duty assignments. Curriculum Team Leaders will teach a full load. The salary for Curriculum Team Coordinators shall be \$3,500. Notwithstanding Article IX C, upon reasonable notice Curriculum Team Leaders may be required on occasion to conduct duties during a preparation.
5. Guidance Counselors will receive, in addition to their base salary, a per diem rate based on their annual salary for up to ten (10) days that they may be required to work before and/or at the end of the regular school year. Should they be required to attend evening events, they will be paid an hourly rate commensurate with their annual salary (i.e. pro-rated). Counselors will be paid such hourly rate for attendance at defined evening events (in accordance with the list appended hereto), unless directed by administration that their attendance is not required.

Evening Guidance Programs:

Stacy Middle School: Spring Orientation
6th Grade Parent Orientation
7th Grade Parent Orientation
8th Grade Parent Orientation

High School: Going Right On – Early College
Planning for grades 5 – 8
8th Grade Parent Orientation
Freshman Parent Orientation
Junior Parents Night – College Bound
Senior Parents Night – College Application Process
Senior Financial Aid Night

6. Effective 9/1/2000 Nurses will be paid on the same salary schedule as teachers. Nurses shall receive the same amount of fringe benefits as teachers, with respect to Personal Leave, Funeral Leave, Sick Leave, Sick Leave Bank, Vacations and Holidays.

Nurses will be provided with two (2) forty (40) minute duty free and student free periods per week to work on record and other administrative requirements. In addition, in order to provide further time for such work, and notwithstanding other provisions of this Agreement, nurses will not be required to attend meetings referred to in Article IX, A.3 and A.4. Further, nurses shall only be required to attend one (1) meeting with parents as referred to in Article VIII C. In addition, to provide further work load relief, the “floating nurse” will be shared between the busiest schools with the greatest quantity of student visits.

7. The Audio-Visual Services Coordinator shall receive an annual stipend of \$2,200.00. The Media Supervisor shall receive an annual stipend of \$1,530.00.
8. Designated Teacher Mentors shall receive a stipend of \$1,090 at Tier 1, \$770 at Tier 2, and \$550 at Tier 3. The Mentor Coordinator shall receive a stipend of \$550. Teachers designated as Science Coordinator-Foss shall receive a stipend of \$1,020.
9. SPED Chairpersons will receive, in addition to their base salary, a per diem rate based on their annual salary for up to eight (8) days that they may be required to work before and/or at the end of the regular school year.
10. Any employee appointed as Director of Nursing shall be paid the additional amount of \$10,400 per year.

ARTICLE XXVIII: OVERTIME

Bargaining unit personnel who are required to work beyond their regular work day on core evaluation assignments shall be compensated at an hourly rate that is based upon their actual salary.

ARTICLE XXIX: JURY DUTY

An employee called to jury duty will be placed on leave with full pay, less any compensation received for such duty.

ARTICLE XXX: METHOD OF PAYMENT

All unit personnel shall be paid in twenty-six (26) equal installments except that teachers may be paid in one lump sum on the last day of school or before the last day of school.

ARTICLE XXXI: PAYMENT FOR EXTRA-CURRICULAR ACTIVITIES

	<u>NUMBER OF TEACHERS</u>	<u>ANNUAL RATE OF COMPENSATION</u>
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Activity Advisors – High School

Freshman Class Advisors	2	\$ 855.00
Sophomore Class Advisors	2	\$ 940.00
Junior Class Advisors	2	\$1,026.00
Senior Class Advisors	2	\$1,196.00
Student Council Advisors	2	\$1,705.00
National Honor Society Advisors	2	\$1,705.00
National Art Honor Society Advisors	1	\$1,705.00
Auditor-School Activities	1	\$ 855.00
O.L.I. Yearbook Advisors	2	\$2,357.00
Academic Decathlon Advisors	2	\$2,067.00
CARE Advisor	1	\$1,359.00
SAAD Advisor	1	\$1,019.00
School Store Advisor	1	\$1,649.00
Best Buddies Coordinator	2	\$1,928.00
VHS Instructor, Fall	1	\$5,100.00
VHS Instructor, Spring	1	\$5,100.00
VHS Coordinator	1	\$5,100.00
National Spanish Honor Society	1	\$1,224.00
National Tri-M Music Honor Society	1	\$1,224.00
French National Honor Society	1	\$1,224
High School Science Olympiad	2	\$2,067

Interest Club Advisors – High School (up to 10) \$542.00
(only one person for each Interest Club)

Activity Advisors – Stacy

Student Council Advisor	2	\$784.00
Newspaper Advisor	1	\$784.00
Stacy Activity Advisor	1	\$650.00
Heritage Week Advisor	1	\$510.00
Heritage Week Co-Advisor	1	\$255.00

Interest Club Advisors – Stacy (up to 10) \$458.00
(only one person for each Interest Club)

Interest Club Advisors – Woodland (up to 10) (only one person for each Interest Club)		\$458.00
Interest Club Advisor – Memorial	1	\$458.00
Interest Club Advisor – Brookside	1	\$458.00
Activity Advisors – Elementary		
School Yearbook Advisor	1	\$1,245.00
District Wide PBIS Coach	7	\$510.00
Theater		
Musical Directors	2	\$2,344.00
Musical Choreographer	1	\$1,329.00
Musical Accompanist	2	\$1,329.00
Musical Stage Manager	1	\$1,329.00
Musical Technical Director	1	\$1,329.00
Play Director	1	\$2,344.00
Stage Manager Play	1	\$1,329.00
Technical Director Play	1	\$1,016.00
Theater Workshop Advisors	2	\$ 548.00
Music		
H.S. Marching/Concert Band	1	\$2,971.00
Assistant Marching Band	2	\$1,085.00
H.S. Choral ensemble	1	\$2,031.00
H.S. Stage Band	1	\$2,031.00
MS Musical Director	1	\$2,031.00
MS Chorus	1	\$1,352.00
MS Orchestra	1	\$1,352.00
MS Jazz Band Stacy	1	\$1,876.00
MS Beginners Band	1	\$1,016.00
Elementary School Orchestra	1	\$1,251.00
Elementary School Chorus	1	\$1,251.00
All School Orchestra	1	\$2,032.00
Fifth Grade Chorus	1	\$1,251.00

In the event that only one Advisor is available for the position where two are specified, the one Advisor will receive 1.5 times the rate for one.

ARTICLE XXXII: DEPARTMENT OF ATHLETICS SALARY SCHEDULE

The following is the pay schedule. STEP 1 will be for coaches with 1 to 3 years of experience within the Milford Athletic Department; STEP 2 for coaches with 4 to 7 years of such experience, and STEP 3 for coaches with more than seven years of such experience.

	Step 1	Step 2	Step 3
Faculty Manager	\$3,334	\$3,535	\$3,749
Baseball Head Coach	\$5,643	\$6,008	\$6,368
Baseball Asst. Coach	\$4,056	\$4,300	\$4,557
Baseball JV. Coach	\$3,297	\$3,527	\$3,774
Baseball Freshman Coach	\$3,053	\$3,207	\$3,399
Basketball Head Coach (Boys)	\$5,643	\$6,008	\$6,368
Basketball Asst. Coach (Boys)	\$4,056	\$4,300	\$4,557
Basketball JV Coach (Boys)	\$3,297	\$3,527	\$3,774
Basketball Freshman Coach (Boys)	\$3,053	\$3,207	\$3,399
Basketball Head Coach (Girls)	\$5,643	\$6,008	\$6,368
Basketball Asst. Coach (Girls)	\$4,056	\$4,300	\$4,557
Basketball JV Coach (Girls)	\$3,297	\$3,527	\$3,774
Basketball Freshman Coach (Girls)	\$3,053	\$3,207	\$3,399
Unified Basketball Coach	\$1,175	\$1,300	\$1,450
Cross Country Head Coach (Boys)	\$5,167	\$5,476	\$5,805
Cross Country Head Coach (Girls)	\$5,167	\$5,476	\$5,805
Fall Cheerleading Head Coach	\$3,060	\$3,243	\$3,437
Fall JV Cheerleading Coach	\$1,913	\$2,028	\$2,150
Field Hockey Head Coach	\$5,544	\$5,875	\$6,228
Field Hockey JV Coach	\$3,297	\$3,527	\$3,774
Field Hockey Freshman Coach	\$3,053	\$3,207	\$3,399
Football Head Coach	\$7,721	\$8,186	\$8,676
Football Head Assoc. Head Coach	\$4,830	\$5,118	\$5,425
Football Asst. Varsity	\$4,056	\$4,300	\$4,557
Football Asst. Varsity II	\$4,056	\$4,300	\$4,557
Football JV Coach	\$3,297	\$3,527	\$3,774
Football Head Freshman Coach	\$3,053	\$3,207	\$3,399
Football Asst. Freshman Coach	\$3,002	\$3,183	\$3,373
Golf Head Coach	\$3,264	\$3,458	\$3,667
Golf Asst. Coach	\$1,913	\$2,028	\$2,149
Ice Hockey Head Coach	\$5,167	\$5,476	\$5,805
Ice Hockey Asst. Coach	\$4,056	\$4,300	\$4,557
Ice Hockey JV Coach	\$3,297	\$3,527	\$3,774
Indoor Track Head Coach	\$4,557	\$4,805	\$5,094
Indoor Track Asst. Coach	\$4,056	\$4,300	\$4,557
Lacrosse Coach Varsity Boys	\$5,167	\$5,476	\$5,805
Lacrosse Coach Varsity Girls	\$5,167	\$5,476	\$5,805
Lacrosse JV Coach (Boys)	\$3,297	\$3,527	\$3,774
Lacrosse JV Coach (Girls)	\$3,297	\$3,527	\$3,774
Middle School Cross Country Coach	\$3,053	\$3,207	\$3,399
Middle School Soccer Coach	\$3,053	\$3,207	\$3,399
Soccer Head Coach (Boys)	\$5,544	\$5,875	\$6,228
Soccer JV Coach (Boys)	\$3,297	\$3,527	\$3,774

Soccer Freshman Coach (Boys)	\$3,053	\$3,207	\$3,399
Soccer Head Coach (Girls)	\$5,544	\$5,875	\$6,228
Soccer JV Coach (Girls)	\$3,297	\$3,527	\$3,774
Soccer Freshman Coach (Girls)	\$3,053	\$3,207	\$3,399
Softball Head Coach	\$5,668	\$6,008	\$6,368
Softball Asst. Coach	\$4,056	\$4,300	\$4,557
Softball JV Coach	\$3,297	\$3,527	\$3,774
Softball Freshman Coach	\$3,053	\$3,207	\$3,399
Strength & Conditioning Coach Winter	\$5,100		
Strength & Conditioning Coach Spring	\$5,100		
Swimming & Diving Head Coach (Boys)	\$5,167	\$5,476	\$5,805
Swimming & Diving Head Coach (Girls)	\$5,167	\$5,476	\$5,805
Swimming & Diving Asst. Coach (Boys)	\$3,297	\$3,527	\$3,774
Swimming & Diving Asst. Coach (Girls)	\$3,297	\$3,527	\$3,774
Tennis Head Coach (Boys)	\$4,127	\$4,374	\$4,637
Tennis Head Coach (Girls)	\$4,127	\$4,374	\$4,637
Tennis JV Coach (Boys)	\$1,175	\$1,300	\$1,450
Tennis JV Coach (Girls)	\$1,175	\$1,300	\$1,450
Track & Field Head Coach (Boys)	\$5,167	\$5,476	\$5,805
Track & Field Head Coach (Girls)	\$5,167	\$5,476	\$5,805
Track & Field Asst. Coach (Boys)	\$3,580	\$3,796	\$4,026
Track & Field Asst. Coach (Girls)	\$3,580	\$3,796	\$4,026
Unified Track Head Coach	\$1,913	\$2,028	\$2,150
Unified Asst. Track Coach (Boys)	\$1,175	\$1,300	\$1,450
Unified Asst. Track Coach (Girls)	\$1,175	\$1,300	\$1,450
Volleyball Head Coach (Boys)	\$5,167	\$5,476	\$5,805
Volleyball Head Coach (Girls)	\$5,167	\$5,476	\$5,805
Volleyball JV Coach (Boys)	\$3,297	\$3,527	\$3,774
Volleyball JV Coach (Girls)	\$3,297	\$3,527	\$3,774
Volleyball Freshman Coach (Boys)	\$3,053	\$3,207	\$3,399
Volleyball Freshman Coach (Girls)	\$3,053	\$3,207	\$3,399
Winter Cheerleading Head Coach	\$3,060	\$3,243	\$3,437
Winter JV Cheerleading Coach	\$1,913	\$2,028	\$2,150
Wrestling Head Coach	\$5,440	\$5,766	\$6,112
Wrestling JV Coach	\$3,297	\$3,527	\$3,774

ARTICLE XXXIII

HEALTH INSURANCE

- A. The contribution toward the premiums for HMO plans shall be on the basis of 70% Town contribution towards premiums and 30% Employee contribution towards premiums, for both Individual and Family plans.
- B. The contribution toward premiums for PPO plans (or any replacement Indemnity Plans) shall be 50% for the Town and 50% for the Employee, both Individual and Family plans. All other

insurances shall be subject to the same contribution rate of 50% for the Town and 50% for the Employee, for Individual or Family plans, as appropriate.

- C. Effective May 1, 2007, to the extent permitted by law, present and future retired employees who retire(d) as members of the Milford Teachers Association bargaining unit and who participate in the Massachusetts Teachers Retirement System, and who are otherwise eligible to choose and participate in HMO plans, shall be entitled to participate in said plans on the basis of 70% contribution towards premium for the Town and 30% for the retiree.

In the event that action by any town body or other agency causes contributions by such retirees towards HMO plans to increase above 30% for such retirees, than at such time the rates for HMOs for active employees described in Subsection A above shall return to a 75% contribution for the Town and 25% contribution for the Employee.

- D. Effective May 1, 2007, to the extent permitted by law, present and future retired employees who retire(d) as members of the Milford Teachers Association bargaining unit and who participate in the Massachusetts Teachers Retirement System, and who are otherwise eligible to choose and participate in the Blue Cross/Blue Shield HMO plans or Fallon Senior HMO plans, shall be entitled to participate in said plans on the basis of 70% contribution towards premium for the Town and 30% for the retiree.

In the event that action by any town body or other agency causes contributions by such retirees towards the Blue Cross/Blue Shield HMO and Fallon Senior HMO plans to increase above 30% for such retirees, then at such time the rates for HMOs for active employees described in Subsection B above shall return to a 75% contribution for the Town and 25% contribution for the Employee.

- E. Employees hereunder may establish Flexible Spending Accounts through voluntarily authorized payroll deductions through a third party administrator selected by the Milford Town Treasurer. Said Flexible Spending Accounts may be utilized in accordance with applicable Internal Revenue Service regulations and employees voluntarily participating shall be responsible for all administrative costs.

ARTICLE XXXIV: CURRICULUM COMMITTEE

The Association may have a representative on all curriculum committees established by the Superintendent. The Association will insure that such representative will have a background and expertise in the particular curriculum field at issue.

ARTICLE XXXV: WORKER'S COMPENSATION

Whenever a teacher is absent from school as a result of personal injury (caused by accident or assault) arising out of or in the course of the teacher's employment, the teacher will be paid the difference between the teacher's full salary and payments received under worker's compensation, so long as such teacher has accumulated sick leave to cover such difference. Upon exhaustion of such accumulated sick leave, such teacher may apply to the Sick Leave Bank Committee created under Article XV E for further sick days which might be utilized to supplement, not to exceed twenty five (25) days upon each application.

ARTICLE XXXVI: SUBSTANCE ABUSE

Alcoholism and drug abuse are recognized by the parties to be treatable illnesses. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this contract, management and the union agree to cooperate in encouraging employees afflicted with alcoholism or drug abuse to undergo a program designed to rehabilitate the employee.

ARTICLE XXXVII: NO STRIKES

Neither the Association nor its members will unlawfully engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by any employees covered by this Agreement.

ARTICLE XXXVIII: REDUCTION IN FORCE

A “reduction in the work force” for the purpose of this Article, is understood by the parties to mean a release of a teacher or teachers (i.e., Unit A employees) for more than twenty (20) school days from employment due to a reduction in student enrollment and/or economic considerations.

Some recognized examples of situations that do not meet the above definition of a R.I.F. are the removal of a teacher for disciplinary purposes and/or unsatisfactory work performance, removal of a teacher without professional status as permitted by statute, removal of a teacher serving under a temporary appointment, and the removal of a teacher to make place for another teacher exercising re-employment, restoration or return rights to the position occupied by the teacher being removed.

Prior to initiating reduction in force, an attrition process will be instituted. Attrition is “that process whereby the number of positions are reduced as a result of the voluntary and unilateral decision of a member of the school system to leave permanently via retirement or resignation.” Such attrition can also occur due to the death of such a member. By extension, “attrition” can occur temporarily when a member of the school system asks for a leave or absence. His/her position can remain unfilled during the life of his/her leave, with the explicit understanding that when he/she returns from said leave, a similar position will be available to her.

A. DEFINITIONS

(1) Seniority: Seniority as used herein shall mean length of continuous teaching service in the Milford Public Schools except for time spent as a substitute teacher and Title I teachers prior to September 1, 1980. Authorized leave of absence as used herein shall mean the approval of a teacher’s voluntary absence from his/her 180 day plus work year commitment by the Milford School Committee in the exercise of its discretionary authority. A few examples of authorized leaves of absence are leaves requested by teachers and approved by the School Committee to care for a sick member of the teacher’s immediate family and to remain on maternity leave beyond the period of actual disability.

(2) Authorized leaves of absence shall not be viewed as an interruption or break in continuous teaching service but will be applied toward seniority in accordance with #3 below.

(3) Authorized paid leaves of absence shall be credited toward seniority. Unpaid leaves of more than four (4) months will not be counted toward seniority.

(4) Subject Area Classifications: The Subject Area Classifications for the purpose of applying the reduction in force rules, as hereinafter set forth, shall be as follows:

- (A) Elementary (K-8)
- (B) Secondary (7-12)
- (C) Specialists: (K-12)
 - 1. Music
 - 2. Physical Education
 - 3. Art
 - 4. Each separate special needs certification area (learning disabilities, emotionally disturbed, etc.)
- (D) School Nurses

The reduction in force rules, as hereinafter set forth, shall not be applicable across the subject area classifications except as hereinafter specifically provided.

B. REDUCTION IN FORCE RULES

The following rules shall apply in the determination of which teachers are to be dismissed in the event a reduction in the number of teachers is deemed advisable by the employer (including, without limitation, a dismissal under M.G.L. Chapter 71, whenever an actual decrease in the number of pupils in the schools of the Town renders such action advisable.)

- (1) Teachers with professional status shall not be dismissed if there is a teacher without professional status whose position the professional status teacher is qualified to fill.
- (2) The Committee shall determine which professional status teachers shall be dismissed in accordance with the following rules:

(A) Elementary Subject Area Classification (K-8)

- 1. Seniority, subject to certification.
- 2. In the event seniority is equal, the teacher with the greater length of continuous service in the elementary subject area classifications in Milford shall prevail. In the event such length of continuous service is equal, the teacher with the higher degree status shall prevail. In the event degree status is equal, total graduate credits (excluding credits earned in obtaining degree) shall govern. In the event that length of continuous service, degree status, and total graduate credits are all equal, then date of appointment shall govern.

(B) Secondary Subject Areas Classification (7-12)

- 1. Step One: Seniority shall first be applied in the particular subject area in which the Employer determines there are excess teachers. For example, if there are four (4) French teachers and the Employer determines it only needs three (3) French teachers, the French teacher with the least seniority shall be declared excess. In the event that length of continuous service, degree status, and total graduate credits are all equal, then date of appointment shall govern.

2. Step Two: In the event the teacher(s) declared excess in Step One are certified in another subject area at the secondary level, they shall be reviewed with such other teachers to determine which teacher(s) shall be declared excess. The standard shall be seniority. For example, if the least senior French teacher is certified to teach Spanish, he shall be reviewed with the Spanish teachers and the least senior Spanish teacher shall then be declared excess.
3. In any case where seniority is equal, the teacher with the greater length of continuous service in the subject area discipline involved i.e., Foreign Language, English, Science, etc., shall prevail. In the event such length of continuous service is equal, total graduate credits (excluding credits earned in obtaining degree) shall govern. In the event that length of continuous service, degree status, and total graduate credits are equal, then date of appointment shall govern.

(C) Specialists (K-12)

1. Step One. Seniority shall first be applied within the specialist area in which the Employer determines there are excess teachers. For example, if there are three Music teachers and the Employer determines it needs only two (2) Music teachers, the Music teacher with the least seniority shall be declared excess.
2. Step Two.
 - (a) Rules applicable in the event the excess teacher in Step One was a Music, Physical Education or Art teacher, the excess teacher(s), if certified in another area at the level at which the teacher spends the majority of his/her time (K-12), shall be reviewed with teachers in such area and level to determine which teacher(s) shall be declared excess. The standard of review shall be seniority. For example, if the excess Music teacher (Step 1) is certified as an elementary teacher and has spent the majority of her time as a Music teacher at the elementary level, she shall be reviewed with the other elementary teachers and the elementary teacher with the least seniority shall then be declared excess.
 - (b) Rules applicable in the event the excess teacher in Step One was a Special Needs teacher, the excess teacher(s), if certified in another Special Needs area, shall be reviewed with teachers in such area to determine which teacher(s) shall be declared excess. The standard of review shall be seniority. In the event Step One (1) Special Needs teacher is not certified in another Special Needs area or, if certified, is not senior to any other teacher in such area, then if certified in another area at the level at which the teacher spends the majority of his time (K-12), the teacher shall be reviewed with teachers in such area and level to determine which teacher shall be declared excess. The standard of review shall be seniority. In any case where greater length of continuous service in the subject area discipline involved, or subject area classification involved, as the case may be, shall prevail. In the event such length of continuous service is equal, the teacher with the higher degree status is equal, total graduate credits (excluding credits earned in obtaining degree) shall govern. In the event that length of continuous service, degree status, and total graduate credits are all equal, then date of appointment shall govern.

- (D) In the event of a layoff, Nurses with the least amount of seniority shall be laid off first.

C. RECALL

All professional status teachers who have been released pursuant to a reduction in work force action shall be recalled before any non-professional status teachers. The order of recall in either category shall generally be on a last-out first-in basis. The right to recall shall exist for a period of three years from the date of dismissal.

1. Elementary Subject Area Classification (K-8)

- (A) The order of recall shall be based on seniority, subject to certification.
- (B) In the event seniority is equal the teacher with the greater length of continuous service in the elementary subject area classification in Milford shall prevail. In the event such length of continuous service is equal, the teacher with higher degree status shall prevail. In the event degree status is equal, total graduate credits at the time of layoff (excluding credits earned in obtaining degree) shall govern. In the event that length of continuous service, degree status, and total graduate credits are all equal, then date of appointment shall govern.

2. Secondary Subject Area Classification (7-12)

- (A) The order of recall shall be based on seniority in the particular subject area where a vacancy exists.
- (B) A teacher who has been reassigned in another subject area in which he is certified, as a result of a reduction in work force, will return to his original position where a determination is made by the Employer to fill the position, the vacancy created by the reassignment will then be filled pursuant to paragraph (A) above.
- (C) In any case where seniority is equal, the teacher with the greater length of continuous service in the subject area discipline involved, i.e., Foreign Language, English, Science, etc., shall be the first to be recalled. In the event such length of continuous service is equal, the teacher with the higher degree status shall be first to be recalled. In the event degree status is equal, total graduate credits at the time of layoff (excluding credits earned in obtaining degree) shall govern. In the event that length of continuous service, degree status, and total graduate credits are all equal, then date of appointment shall govern.

3. Specialists

- (A) A teacher who has worked as a specialist a majority of the time prior to a reduction in the work force and/or is a certified specialist (Music, Physical Education or Art) shall be recalled to fill a vacancy in his area of specialty at the level (K-12) prior to the reduction in work force. Seniority shall govern the order of recall respecting vacancies in either the area the teacher worked and/or the area he is certified.
- (B) A Special Needs teacher shall be recalled at the level where the teacher spent the majority of his time (K-8 or 7-12) prior to the reduction in work force. Seniority shall govern the order of recall respecting vacancies in either the area the teacher worked and/or the area he is certified.
- (C) In any case where seniority is equal, the teacher with the greater length of continuous service in the subject area discipline involved or subject area classification involved, as the case may be, shall be the first to be recalled. In the event such length of continuous service is equal, the

MILFORD TEACHERS ASSOCIATION

SCHOOL COMMITTEE OF MILFORD

By *Amber-Ann*

Amber-Ann

[Signature]

[Signature]

Stephan Murbach

Lori M. Ingini

[Signature]
C. Witz

[Signature]
Johanna Ray
Dee Musio
Krist Kijer
Pamela Reed
Deborah [Signature]

Dated this 22nd day of June 2018.

AGREEMENT

AGREEMENT made this _____ day of _____, 20____ between _____ (hereafter the “teacher”) and the Milford School Committee, acting by and through its Superintendent of Schools duly authorized.

WHEREAS, the teacher desires to be eligible for reimbursement for taking courses as otherwise authorized under the Collective Bargaining Agreement in effect between the Milford School Committee and the Milford Teachers Association; and

WHEREAS, in accordance with such Collective Bargaining Agreement the Committee as a condition providing any reimbursement, seeks assurance of its ability to enforce any obligation on the employee to reimburse for any tuition reimbursement under the provisions of the Collective Bargaining Agreement;

NOW THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration, the teacher and the Milford School Committee agree as follows:

1. Having executed this Agreement, the teacher will thereafter be eligible to receive reimbursement for courses taken as provided within Article XXVI of the Collective Bargaining Agreement currently in effect between the parties, and similar provisions of any successor Agreements.
2. Teacher agrees that he/she is obligated to reimburse the School Committee under conditions now set forth within Article XXVI C of the current Collective Bargaining Agreement and acknowledges that responsibility as his/her personal contractual obligation.
3. In the event of any failure to comply with the requirements for reimbursement of the School Committee for courses taken, the teacher acknowledges and agrees that the Committee may enforce its contractual rights in relation to said teacher in any court of competent jurisdiction.

Witness our hands and seals this _____ day of _____, 20____

Milford School Committee

By:

Superintendent/Secretary of the School Committee

(Teacher Name)

Addendum “A”

SIDE LETTER TO AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE AND
THE MILFORD TEACHERS ASSOCIATION

Committee on Climate, Culture, and Morale

The Milford School Committee and the Milford Teachers Association are in full agreement that the school system best operates, and the interests of student's are best served, when there is a positive climate and culture including free exchange of ideas, views and concerns between and among Teachers, Administrators, and the School Committee.

The parties also recognize that the day to day pressures of providing educational services can cause communications to deteriorate and misunderstandings to develop with resulting adverse effects upon morale and educational services.

In an effort to keep lines of communication open in all directions, and where possible to improve the educational climate and the morale among staff members, it is agreed that there shall be established a Committee on Climate, Culture and Morale. The Superintendent shall be a member of such committee together with at least one (1) school committee member and such other administrators as the Superintendent must deem appropriate. The Association shall designate one member from each of the separate school buildings as members together with the president of the Association or his/her designee.

Such committee shall meet at least bi-monthly during the term of the current Collective Bargaining Agreement and more frequently if the members deem such to be appropriate.

Committee on Student Records and Information

There shall be a Committee on Student Records and Information to discuss and develop procedure of how student records and information is shared with staff members within the district. The Committee will consist of the Superintendent or designee, and three (3) additional members of the building or central administration and four (4) members designated by the Milford Teachers Association. The Committee shall meet at least once (1) per month until it has created a District protocol for disseminating pertinent student records and information. Thereafter, the Committee will meet as often as necessary to review said protocol or when problems arise with the dissemination of records.

Class Size

At least two (2) times per year, at the beginning of the school year and the midpoint of the school year, the School Administration shall provide to the Milford Teachers Association and to the School Committee a report on class sizes across the system in Milford. As soon as is reasonably possible after receipt of such information, the School Committee will schedule on its agenda a meeting with the Association for any appropriate discussion in relation to such data.

Witness our hands and seals this 22nd day of June, 2018.

MILFORD SCHOOL COMMITTEE

Jennifer Baus
John Mero
James M. Ingemi
Meghan Thornburgh
Nate [unclear]
C. [unclear]

MILFORD TEACHERS ASSOCIATION

Ann [unclear]
Shanna Ray
Dee [unclear]
Totini [unclear]
Debra [unclear]

SIDE LETTER TO AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE AND
THE MILFORD TEACHERS ASSOCIATION


Early College Program

The Milford School Committee and the Milford Teachers Association agree to allow Quinsigamond Community College (QCC) Faculty to teach a maximum of four (4) summer courses for the Early College Program at Milford High School. All other Early College Program courses taking place during the regular school year are to be taught by Bargaining Unit Members. It is agreed and understood that enrollment in the program shall not exceed 5% of the student body. It is also agreed and understood that, Early College Courses or the Early College Program will not result in the reduction or elimination of any bargaining unit positions, especially positions whose courses (or similar courses) are offered by QCC faculty during the summer months. In addition, it is agreed and understood that bargaining unit members teaching in the program do so voluntarily and are not to receive any additional compensation for participation. Finally, no part of the QCC evaluation tool has any bearing whatsoever on the Milford Public Schools Evaluation Process and Procedures. This side letter is in effect for the 2018-2019 and 2019-2020 school years only.

Witness our hands and seals this 17 day of May, 2018.


MILFORD SCHOOL COMMITTEE


MILFORD TEACHERS ASSOCIATION




Joseph Parson

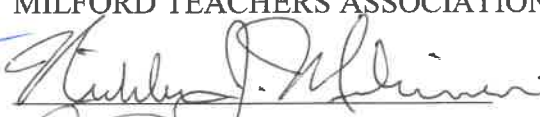
sp. M.A.

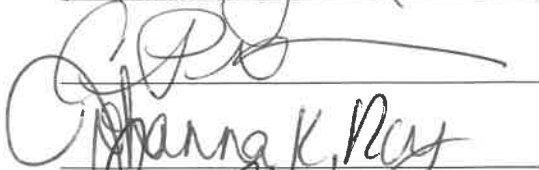

Meghan Harbagon




Charles W. W.

J.M. Dugan



Stephen J. Malinowski



Anna K. Ray

Del Pisco

Kimberly



Bryan Price

Darl W. W.

SIDE LETTER TO AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE AND
THE MILFORD TEACHERS ASSOCIATION

Massachusetts Consortium for Innovative Education Assessment (MCIEA)

The Association and the School Committee agree to allow bargaining unit members to voluntarily participate in MCIEA for the 2018-2019 School Year. Such bargaining unit members may receive stipends for their participation, as determined collaboratively by the Association President and Superintendent. No part of the MCIEA process can negatively impact a bargaining unit member's evaluation; however, teachers may use MCIEA materials as evidence in support of their evaluations. Participation in the MCIEA collaborative for the 2018-2019 School Year in no way guarantees or implies participation in the future.

Witness our hands and seals this 21 day or June 2018

Milford School Committee




James Pausen

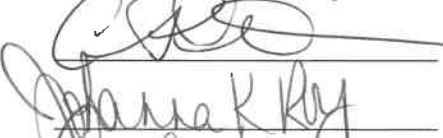

Joe Mura

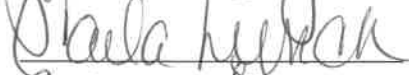

Meghan Hornberger



George


Milford Teachers Association



Anthony DeLuca


Shama K Roy


Paula Hylton


Ellen Samaglio


Joe

SIDE LETTER TO AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE AND
THE MILFORD TEACHERS ASSOCIATION

Music Specialist Positions

In order to increase student involvement in the music program, and because a Unit A position would not meet such a need under the current circumstances, the Association and School Committee agree to hire temporary music specialists for the 2018-2019 School Year. Such specialists will not be responsible for grading or lessons and will not work more than 7.3 hours per week per specialist. The total number of hours for all specialists combined shall not exceed 20 hours per week.

Witness our hands and seals this 21 day or June, 2018

Milford School Committee


James Dawson
John Marks
Meghan Munbarger


Milford Teachers Association



Johanna K Roy
Cala Lynch
Ellen Squiggi



SIDE LETTER TO THE AGREEMENT

Webmaster Stipend

The "Webmaster" Stipend shall be paid in the amount of \$5,600 starting in the 2018-2019 School Year.

Witness our hands and seals this 27 day of Sept, 2018.

MILFORD SCHOOL COMMITTEE



Meghan Horstbagen


Joe Miras


G. Parson


Christy Hill


L.R. Ingwin


MILFORD TEACHERS ASSOCIATION









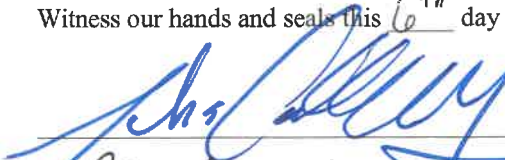



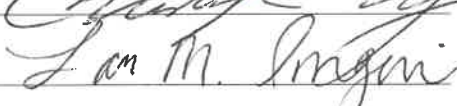




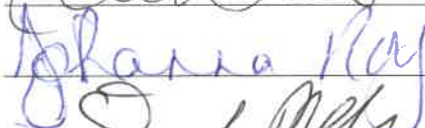


SIDE LETTER TO THE AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE
AND THE MILFORD TEACHERS ASSOCIATION

Alternative Structured Learning Days:

The Milford Teachers Association and Milford School Committee agree to allow for up to two "Alternative Structured Learning Days" to be used if circumstances prohibit the school community from physically attending school. This Side Letter applies only to the 2018-2019 School year.

Witness our hands and seals this 6th day of December in the year 2018


Meghan Hornberger

Joe Mue

Jennifer Dawson

Christy Hill

Lon M. Ingwin



Andrew F. Rubin

Christina

Shannon Kay

David Miller

[unclear]


SIDE LETTER TO THE AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE
AND THE MILFORD TEACHERS ASSOCIATION

Course Reimbursement Retirement Clarification:

The Milford Teachers Association and Milford School Committee agree that the language in Article XXVI, D, does not apply to teachers retiring from the school system.

Witness our hands and seals this 20th day of Dec. in the year 2018


Meghan Hornberger
Joe Mingo
Dennis Basso
Christy Webb



Anthony J. Delvin
for
D. J. Miller
C. J. Miller
Shama K. Roy


SIDE LETTER TO THE AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE
AND THE MILFORD TEACHERS ASSOCIATION

EL Unanticipated Overflow Courses:

Due to the unexpected increase in EL students, the Milford Teachers Association and Milford School Committee agree to allow faculty to teach one additional section of an EL course for the remainder of the 2018-2019 school year, subject to the following conditions: (1) Electing to teach the course is entirely voluntary; (2) This agreement is non-precedent setting; (3) Inclusion of these additional courses will not result in a reduction in force of any faculty positions; (4) Teachers will be compensated based on the rates outlined in ARTICLE XII, B.

Witness our hands and seals this 20th day of Dec. in the year 2018


Jennifer Pauer
Meghan HornBarger
Joe Myers
Christy Wilg


Arthur J. Blinn
Justin
Samuel
Christus
Johanna X Roy

SIDE LETTER TO THE AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE
AND THE MILFORD TEACHERS ASSOCIATION

High School Schedule Change


The Milford Teachers Association and the Milford School Committee agree to substitute the following language in place of the current text of Article IX Section C Paragraph 3:




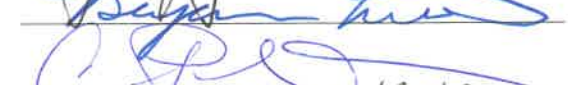
At least one period shall be available as a preparation period at the High School per school day. It is agreed and understood that teachers will teach five of the seven periods in the 7-period Flex Schedule. It is also agreed and understood that during the five-day cycle of the 7-period Flex Schedule, one period may be used for collaborative planning, one period may be assigned as a supervision, and one period shall be used for Department planning time. All instructional faculty shall be assigned a group of students for Flex Block. Non-instructional faculty (librarians, nurses, guidance counselors, adjustment counselors, team chairs, speech and language pathologists, physical therapists, occupational therapists, BCBA's) will not be assigned a group of students for Flex Block as they will provide direct service to students during Flex Block. In the event the 7-period Flex Schedule is eliminated, the Committee recognizes its obligation to bargain under G.L. c. 150E.

Witness our hands and seals this 28th day of March in the year 2019

Milford School Committee

Milford Teachers Association


Thomas Parson
of Milford
Meghan Krombager
Ayes Lopez
George Hill
J.M. Longini


Johanna K. Ray



Patsy R. R.

SIDE LETTER TO AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE AND
THE MILFORD TEACHERS ASSOCIATION

MCIEA Participation:

The Association and the School Committee agree to allow bargaining unit members to voluntarily participate in MCIEA for the 2019-2020 School Year. Such bargaining unit members may receive stipends for their participation, as determined collaboratively by the Association President and Superintendent or Assistant Superintendent. No part of the MCIEA process can negatively impact a bargaining unit member's evaluation; however, teachers may use MCIEA materials as evidence in support of their evaluations. Participation in the MCIEA collaborative for the 2019-2020 School Year in no way guarantees or implies participation in the future.

Witness our hands and seals this 23rd day of May 2019

MILFORD SCHOOL COMMITTEE

✓ M. Ingers

Jimmie Casen

James Cicole

Christy W

Meghan Hornberger

Mrs. Colby

MILFORD TEACHERS ASSOCIATION

Kathleen M. Whinn

Johanna K. Ray

D. K. W

C. D. W

Joseph G. Stynes

Glen Holland

Bryce W

SIDE LETTER TO THE AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE
AND THE MILFORD TEACHERS ASSOCIATION

Lasell College Course Offering:

The Milford Teachers Association and the Milford School Committee agree to allow up to 5 students to enroll in one section of the following course: MATH 307 (Calculus III) at Lasell College and taught by a member of the Lasell faculty. This course can be taken online during the school day, in the course of the 2019-2020 School Year. The purpose of this initiative is to allow students to take courses they could otherwise not take. It is agreed and understood that this provision is for one year only.

Witness our hands and seals this 20th day of June in the year 2019

MILFORD SCHOOL COMMITTEE

[Signature]
[Signature]
[Signature]
Meghan Horanberger
Zoe M. Longini
[Signature]

MILFORD TEACHERS ASSOCIATION

[Signature]
Johanna K. Roy
[Signature]
[Signature]
[Signature]
[Signature]

SIDE LETTER TO AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE AND
THE MILFORD TEACHERS ASSOCIATION

Start of the School Year

The Association and School Committee agree to temporarily suspend the clause "not more than one week before Labor Day" from ARTICLE VIII, A, line 3 for the 2019-2020 School Year. Said clause will go back into effect after the 2019-2020 School Year.

Witness our hands and seals this ^{20 21}26th day of September, 2019.

MILFORD SCHOOL COMMITTEE

Jennifer Panson
[Signature]
Charlotte W...
Meghan Hornberger

MILFORD TEACHERS ASSOCIATION


Hubert J. Gillman
Alvin Figgitt
[Signature]
[Signature]
[Signature]
[Signature]
Ashana Klay
Chalkeyna

SIDE LETTER TO AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE AND
THE MILFORD TEACHERS ASSOCIATION

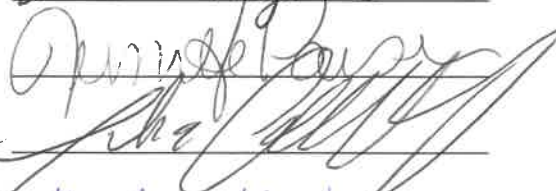
Supervision of Social Emotion Learning Periods

The Association and the School Committee hereby agree to allow five Teaching Assistants at Brookside Elementary School to supervise up to two Social Emotional Learning classes each per week. Such classes will not exceed 20 minutes in duration. Curriculum will be provided, but at no point will the Teaching Assistants be responsible for grading or evaluating student learning. This supervision will allow teachers to meet for the purpose of common planning or preparation of classes, but will not indicate or necessitate additional duties for any teachers. This agreement will stand for the duration of the 2019-2020 school year.


Witness our hands and seals this 24th day of October 2019.

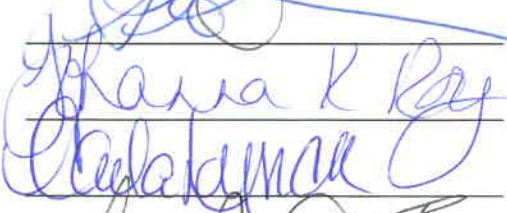


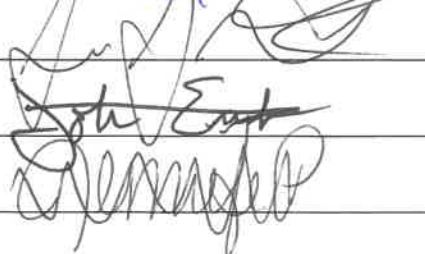
J. M. Ingemi



Meghan Horabeger







SIDE LETTER TO AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE AND
THE MILFORD TEACHERS ASSOCIATION

Emergency EL Overflow Classes

Due to the unprecedented number of intakes in August and September of 2019, the Association and School Committee agree to allow teachers to voluntarily forego preparatory periods and teach additional courses in place of said preparation periods, subject to the following conditions: teachers will be paid no less than 1/1300 of the mean salary for every day of school for the remainder of the school year, including days in which the courses do not meet; any teacher earning higher than the mean salary will be paid at 1/1300 of his or her actual salary, also for every day of school for the remainder of the school year; administration will handle the payment process in such a way that the burden of recording such additional hours does not fall on said teachers. This Side Letter is for the 2019-2020 school year.

Witness our hands and seals this 5th day of December, 2019.

MILFORD SCHOOL COMMITTEE

[Handwritten signatures for Milford School Committee]
Lyes Lijn
Christy Willy
Meyhan Hornberger
John Ene
M. Ingenio

MILFORD TEACHERS ASSOCIATION

[Handwritten signatures for Milford Teachers Association]
Anthony J. Malinski
Christy Willy
Amy Ford
Rosemary Reed
Ellen Samiagio
Sara A. Cottigian
Paul Kle
Paul Kuma
Amy Ford
Rosemary Reed

SIDE LETTER TO AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE AND
THE MILFORD TEACHERS ASSOCIATION

Co-Taught Anthropology Course

The Association and School Committee agree to allow one faculty member from Milford High School to forego one preparation period in order to co-teach a college-level course in Anthropology. This course will be offered in conjunction with Framingham State University, and this agreement is subject to the following conditions: said teacher will be paid at 1/1300 of his or her actual salary for every day of school for the second semester of the school year, and administration will handle the payment process in such a way that the burden of recording such additional hours does not fall on said teacher. This Side Letter is for the 2019-2020 school year.

Witness our hands and seals this 19th day of December, 2019.

MILFORD SCHOOL COMMITTEE

Meghan Hornberger
Christy [unclear]
[unclear]
[unclear]
John [unclear]
[unclear]

MILFORD TEACHERS ASSOCIATION

Stephen J. [unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]

SIDE LETTER TO THE AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE
AND THE MILFORD TEACHERS ASSOCIATION

Co-Taught Anthropology Course

The Association and School Committee agree to allow one faculty member from Milford High School to forgo one preparation period in order to co-teach a college-level course in Anthropology. This course will be offered in conjunction with Framingham State University, and this agreement is subject to the following conditions: said teacher will be paid at 1/1300 of his or her actual salary for every day of school during whichever semester(s) the course is offered, and administration will handle the payment process in such a way that the burden of recording such additional hours does not fall on said teacher. This Side Letter is for the 2020-2021 school year.

Witness our hands and seals this 6 day of October in the year 2020

MILFORD SCHOOL COMMITTEE







MILFORD TEACHERS ASSOCIATION



** signed electronically by the
Executive Board*


SIDE LETTER TO AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE AND
THE MILFORD TEACHERS ASSOCIATION

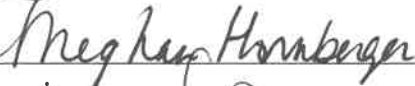
MCIEA Participation:


The Association and the School Committee agree to allow bargaining unit members to voluntarily participate in MCIEA for the 2020-2021 School Year, which includes any K-2 performance assessment piloting or any other MCIEA-related activity. Such bargaining unit members may receive stipends for their participation, as determined collaboratively by the Association President and Superintendent or Assistant Superintendent. No part of the MCIEA process can negatively impact a bargaining unit member's evaluation; however, teachers may use MCIEA materials as evidence in support of their evaluations. Participation in the MCIEA collaborative for the 2020-2021 School Year in no way guarantees or implies participation in the future.


Witness our hands and seals this 6 day of October 2020

MILFORD SCHOOL COMMITTEE











MILFORD TEACHERS ASSOCIATION



* signed electronically by the
9/30  Executive Board

SIDE LETTER TO THE AGREEMENT
BETWEEN THE MILFORD SCHOOL COMMITTEE
AND THE MILFORD TEACHERS ASSOCIATION

EL Evening Program and EL Evening Program Director

The Association and School Committee agree to the creation of an EL Evening Program for the 2021-2022 and 2022-2023 school years. Teaching positions within the program are reserved for Unit A members, who will be paid \$40.00 per hour to teach in the program. In the event that no Unit A members decide to apply for such positions, highly qualified licensed teachers will be sought to fill vacant positions.

There will be an EL Evening Program Director who will oversee the program in accordance with the provisions set out in Appendix A.

Witness our hands and seals this 29 day of July in the year 2021

MILFORD SCHOOL COMMITTEE

[Handwritten signatures for Milford School Committee]

MILFORD TEACHERS ASSOCIATION

[Handwritten signatures for Milford Teachers Association]

Tara Ridolfi *

Adrienne Delaney *

Julie Emo *

Ellen Samiagio *

Sara Costigan *

Cherie Peterson *

* signed virtually