#### MEMORANDUM OF AGREEMENT

#### **BETWEEN**

### THE MILTON EDUCATORS ASSOCIATION, UNIT A

### AND

### THE MILTON SCHOOL COMMITTEE

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Milton Educators Association, Unit A (hereinafter the "Association") and the Milton School Committee (hereinafter the "Committee").

**WHEREAS**, the Association and the Committee entered into a collective bargaining agreement for the period September 1, 2019, through and including August 31, 2022; and

**WHEREAS**, the Association and the Committee have bargained collectively pursuant to Massachusetts General Law, Chapter 150E, for a successor collective bargaining agreements covering the period of September 1, 2022 through August 31, 2025;

**NOW, THEREFORE**, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

The terms and conditions set forth in the Collective Bargaining Agreement for the period September 1, 2019, through and including August 31, 2022, shall remain in full force and effect for the period September 1, 2022 through and including August 31, 2025 except as amended herein. [In modified text, deletions are denoted by strikethrough and additions are denoted by underline.]

- #1) Amend Article XI Section A.2 to add new language as follows, maintain all other existing language in this section:
  - Class Size and Teaching Load, preK-5
  - 2. In lieu of the Planning and Development Bank described above, Academic and Related Service Providers including Speech/Language Pathologists, Occupational Therapists, Physical Therapists, Learning Center Teachers (assigned to academic support in a pull out/push in model), School Psychologists, and School Adjustment Counselors shall be allowed a Discretionary Time Bank of one hundred and twenty (120) minutes per week in non-divisible units of thirty (30) minutes per week during the school day. Discretionary time for special educators and related service providers should include, but is not limited to: report writing, IEP development, planning for instruction, preparing materials, parent contact which will be logged, Medicaid, data collection and analysis, and review and assessment of student work. Discretionary time shall not be used for participation in

team/IEP meetings, evaluation of students, or consultation time with other educators, testing, initial evaluations, or reevaluations. Two (2) days prior to annual meetings draft IEPs must be prepared.

#2) Amend Article XI Section A to add new language as follows, maintain all other existing language in this section:

No later than October 2022 a Joint Labor Management Committee comprised of equal representation from the parties shall be formed and meet for the purpose of recommending a more equitable system for distribution of preparation time beyond the contractual minimum. This committee will make recommendations to the Association and the Committee no later than May 2023. Any implementation of such recommendations will be subject to negotiation.

No later than October 2022 a Joint Labor Management Committee comprised of equal representation from the parties shall be formed and meet for the purpose of reviewing the standards and expectations of the student information system and expectations for providing electronic student evaluations at all grade levels. This committee will make recommendations to the Association and the Committee no later than May 2023. Any implementation of such recommendations will be subject to negotiation.

The district shall provide all translation of district-approved curriculum materials. The district may solicit volunteers to complete translation of such materials from Unit A members. Such volunteers will be paid at the rate specified in Appendix B. In the event a teacher is not provided with translated materials, the time required to complete such translation will be paid at the rate specified in Appendix B.

In cases where a teacher works at more than one campus, the time necessary for travel between campuses will be counted toward their administrative duty period and shall not extend their regular workday.

Twice per year, in approximately November and March, the Administration including the Director of Pupil Personnel Services and the Building Principal shall meet with the Association Special Education staff in each school building to review the caseload of all academic and related service providers. Based on the review the Administration will then determine how to best reallocate resources, if appropriate, including but not limited to realigning caseloads, reassigning staff or affecting other measures. The Administration will seriously consider the feedback of the Association Special Education staff in making such determinations.

#3) Amend Article XI Section B as follows, maintain all other existing language in this section:

Wherever possible, Middle school teachers will not be assigned more than an average of six (6) five (5) teaching periods per day or four (4) teaching periods and one (1)

administrative duty period per day. Middle school teachers will be assigned not less than one preparation period per day. consisting of no more than an average of five (5) teaching periods one (1) administrative period. per day per schedule cycle. In cases where a teacher works at more than one campus, the time necessary for travel between campuses will be counted toward their administrative duty period and shall not extend their regular workday.

Effective August 31, 2022 Connection Time shall be suspended. No later than the first week of September, 2022 a Joint Labor Management Committee comprised of equal representation from the parties shall be formed and meet for the purpose of studying Connection Time to define and clarify the function of this program in order to determine if it should be classified as instructional or supervisory time. In the event a determination is made that Connection Time is instructional or curriculum based in nature, the parties will meet to negotiate. No further changes to Connection Time will be implemented prior to August 31, 2023.

#4) Amend Article XI Section B to add new language as follows, maintain all other existing language in this section:

Once per academic quarter, in approximately November and March, the Administration including the Director of Pupil Personnel Services and the Building Principal shall meet with the Association Special Education staff in each school building to review the caseload of all academic and related service providers. Based on the review the Administration will then determine how to best reallocate resources, if appropriate, including but not limited to realigning caseloads, reassigning staff or affecting other measures. The Administration will seriously consider the feedback of the Association Special Education staff in making such determinations.

#5) Amend Article XI Section C as follows, maintain all other existing language in this section:

Wherever possible, High school teachers will not be assigned more than an average of six (6) four (4) teaching periods and one (1) administrative period per day or three (3) teaching periods and one (1) administrative duty period per day per schedule cycle. Except in extraordinary circumstances, High school teachers will be assigned not less than one preparation period per day. During said administrative periods, teachers may be responsible for collecting and recording community service documents. In cases where a teacher works at more than one campus, the time necessary for travel between campuses will be counted toward their administrative duty period and shall not extend their regular workday.

#6) Amend Article XI Section C to add new language as follows, maintain all other existing language in this section:

Twice per year, in approximately November and March, the Administration including the Director of Pupil Personnel Services and the Building Principal shall meet with the Association Special Education staff in each school building to review the caseload of all academic and related service providers. Based on the review the Administration will then determine how to best reallocate resources, if appropriate, including but not limited to realigning caseloads, reassigning staff or affecting other measures. The Administration will seriously consider the feedback of the Association Special Education staff in making such determinations.

## #7) Create new Article XI Section E as follows:

### Workload Staffing Model Task Force

During the 2023-2024 school year, a district level Joint Labor management task force will review the changes set forth above to determine equity in workload has been improved by the implementation of these changes. If it is determined that the workload has not improved, the task force shall meet for the purpose of researching and making recommendations on the transition to a workload staffing model.

# #8) Amend Article XI Section G as follows, maintain all other existing language in this section:

- 2. A short-term additional teaching load is defined as an additional class per day assigned for one week or more but less than a full school year. An educator who assumes a short-term additional class load will be apprised of the anticipated duration of the coverage prior to being assigned the class. Should the additional teaching load time commitment exceed what was initially proposed, the covering educator retains the right to return to a 1.0 status at the expiration of the initial period without responsibility for the additional load.
- 3. An additional twenty (20) percent of the teacher's base salary will be added to his/her salary for the year in which the extra class is taught. For additional teaching loads lasting less than a full year, this additional twenty percent will be pro-rated according to the length of the coverage.

## #9) Amend Article XI Section H.2 as follows, maintain all other existing language in this section:

### 2. Job Description

- a. Extra class will be in lieu of <u>all duties preparation period</u> and may exceed the normal number of different "preparations."
- b. Extra class will not diminish the expectations of the teacher's performance.

- c. Teacher will perform duties normally done during the preparation period during non-school hours.
- d. Correcting of papers, conferences, planning and other such preparation duties will be performed at the same intensity for the extra class load as <u>is</u> was previously performed for a normal class load.

## #10) Amend Article XII Section C as follows, maintain all other existing language in this section:

In addition to the regular PTO-Sponsored Evening Open House held each year, All teachers may be required to attend one (1) evening open house per year. The purpose and goal of Open House is to meet parents/guardians and present curriculum and classroom and grading policies. The open house shall be scheduled at least one month in advance, and this schedule will be communicated in writing by the Superintendent or their designee to teachers and parents/guardians. Teachers may leave with students at dismissal on the day of open house, and must return to school at least 10 minutes prior to parent/guardian arrival. Open house may not exceed two (2) hours in length and may not extend beyond 8:00 pm.

One (1) District-wide early release day will be scheduled, on the second Thursday in November during which teachers will be able to schedule parent-teacher conferences. In a year when Veterans' Day falls on the second Thursday, the parent-teacher conferences shall may be held on the Wednesday immediately preceding Veterans' Day.

## #11) Modify XII Section H as follows:

Special Education IEP meetings may be scheduled before or after school provided they are held contiguous to the school day. Each teacher participant will be provided with two weeks written advance notice of the meeting. Although the teacher's attendance is voluntary, each teacher so notified will make a sincere effort to attend. The meeting shall not exceed two hours in duration. Each teacher will be paid at the rate \$22.53 per hour specified in Appendix B. If a meeting lasts less than an hour, each teacher will be paid for one hour. If the meeting exceeds one hour, each teacher will be paid for two hours.

Special education teachers and liaisons, social workers and counselors who are providing scheduled services, and special education therapists including speech/language, occupational and physical therapists, shall be provided one (1) day to be scheduled in increments of one half (1/2) day within the regular school year for the purpose of progress report writing and other paperwork. Educators shall coordinate such days with administration in order to ensure adequate staffing levels.

## #12) Add New Article XII Sections J as follows:

Any high school teacher who has twelve (12) or more college recommendations to write will be granted upon request substitute coverage for the equivalent of one (1) day during an academic year. Non-teacher substitutes coverage will be provided. Educators shall coordinate such days with administration in order to ensure adequate staffing levels.

# #13) Add New Article XII Sections K as follows:

Collaboration time is intended for teacher professional development; grade level or department time; consultation and work with colleagues, parents, staff, or students; work on teacher evaluation, and other school-related activities aligned with District priorities and School Improvement Plans. The Principal and/or designee directs collaborative time in a way that ensures teachers have autonomy and flexibility to address their professional growth and the instruction needs of their students.

# #14) Amend Article XIII as follows:

Whenever a Teacher is absent, a qualified subject field substitute Teacher will be hired. If this be impossible, then Teachers in the department, or other, may be assigned on an equitable basis by the Principal to cover the periods normally covered by the absent Teacher and the remuneration shall be paid at the daily substitution coverage per-period rate specified in Appendix B. per period rate of:

2010-2020	2020-2021	2021-2022
2017-2020	2020-2021	2021-2022
\$25 Q3	\$26.45	\$26.08
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Elementary teachers who cover a class because a specialist is absent shall be remunerated at the rate set forth above.

# #15) Amend Article XVI Sections B, C, D, and F as follows, maintain all other existing language in this Article:

- B. A list of open positions in other schools will be made available to all teachers being transferred, and all other factors being substantially equally, preference will be given in filling such positions to all teachers holding appropriate certification and rated as proficient or exemplary in each of the last two year on the basis of length of service in the Milton Public School System.
- C. Notice of transfer will be given to Teachers as soon as practicable <u>but no later</u> than July 1 under normal circumstances. Exceptions to the July 1 deadline shall include and be limited to late notification of separation from employment, unexpected leaves of absence, and unanticipated shifts in enrollment.

- D. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and June 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing by the superintendent or their designee.
- F. Exceptions to the provisions of Sections 1, 2, 3, 4, and 5 may be made only if the Superintendent of Schools determines in consultation with the Association President that it is necessary to do so in the best interest of the Teacher(s) and/or school(s) affected. The Association will be notified of every instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the Grievance Procedure and will be initiated at Level Two thereof.

# #16) Amend Article XVIII Sections B and H as follows, maintain all other existing language in this Article:

- B. 1. Teachers will have the right, upon reasonable request, to review the contents of their personnel file. A Teacher will be entitled to have an appropriate representative of the Association accompany him/her during such review. See M.G.L. Chapter 149, Section 52C.
- H. Pre PTS teachers will be evaluated annually. Educators without Professional Status: In accordance with the Professional Growth and Evaluation System, and pursuant to M.G.L. c71, §41, any educator in the first three years in the school district remains on the Developing Educator Plan as defined in the Professional Growth and Evaluation System. Professional Status is attained not later than the final day of year 3 of employment. Educators may be granted Professional Status at an earlier date at the discretion of the Superintendent.

# #17) Amend Appendix A salary scale as follows:

Effective September 1, 2022, increase base salary by 2%.

	2022-2023 all steps 2%				
STEP	В	B+15	M/B+30	M+30/B+60	M+45/B+75
1	53,135	54,860	57,523	60,979	62,700
2	54,812	56,591	59,340	62,907	64,684
3	58,547	60,333	63,052	66,632	68,428
4	61,418	63,202	65,911	69,488	71,302
5	64,729	66,608	69,465	73,232	75,146
6	69,261	71,144	73,997	77,822	79,679
7	73,589	75,416	78,097	81,683	83,470
8	77,180	78,966	81,683	85,261	87,048
9	81,341	83,226	85,990	89,557	91,355
10	85,768	87,579	90,283	93,867	95,657
11	87,867	89,704	94,205	97,780	99,579
12		91,465	99,226	102,800	104,596
13			100,987	104,563	106,357
15	89,226	92,821	102,344	105,917	107,715
20	92,098	95,767	104,739	108,385	110,215
25	92,950	96,637	105,653	109,314	111,157
30	93,801	97,507	106,566	110,246	112,097

<sup>\*</sup>A teacher will advance to steps 15 at the beginning of his/her 15th year of teaching.

\*\*A teacher will advance to steps 20, 25 and 30 at the beginning of his/her 20th, 25th,

or 30th year of teaching in the Milton Public Schools.

<sup>\*\*</sup>A teacher in their first year of employment with Milton Public Schools shall be advanced to the next step on the salary schedule provided they have completed ninety-two (92) work days during the previous year of employment. Teachers shall be automatically advanced to the next step on the salary schedule for each subsequent year of continuous employment.

Effective September 1, 2023, increase base salary by 3% followed by a market adjustment of \$1,000 on the base of Steps 1 through 5 in each column..

Effective September 1, 2023, Step 15 becomes Step 14 and a new Step 15 is added that is \$500 greater than the new Step 14

2023-2024 +3% followed by +\$1000 steps 1-5					
STEP	В	B+15	M /B+30	M+30/B+60	M+45/B+75
1	55,729	57,505	60,249	63,808	65,581
2	57,456	59,288	62,120	65,795	67,625
3	61,303	63,143	65,944	69,630	71,481
4	64,261	66,098	68,889	72,572	74,441
5	67,671	69,606	72,549	76,429	78,401
6	71,339	73,278	76,217	80,157	82,070
7	75,797	77,678	80,440	84,133	85,974
8	79,496	81,335	84,133	87,819	89,659
9	83,781	85,723	88,570	92,244	94,096
10	88,341	90,207	92,992	96,683	98,526
11	90,503	92,395	97,031	100,714	102,566
12		94,209	102,202	105,884	107,734
13			104,017	107,700	109,548
14			105,414	109,094	110,947
15	91,902	95,606	105,914	109,594	111,447
20	94,861	98,640	107,881	111,637	113,522
25	95,738	99,536	108,822	112,594	114,491
30	96,615	100,432	109,762	113,553	115,460

<sup>\*</sup> A teacher will advance to steps <u>14 and</u> 15 at the beginning of his/her <u>14<sup>th</sup> and</u> 15<sup>th</sup> year of teaching.

<sup>\*\*</sup>A teacher will advance to steps 20, 25 and 30 at the beginning of his/her 20th, 25th, or 30th year of teaching in the Milton Public Schools

<sup>\*\*</sup>A teacher in their first year of employment with Milton Public Schools shall be advanced to the next step on the salary schedule provided they have completed ninety-two (92) work days during the previous year of employment. Teachers shall be automatically advanced to the next step on the salary schedule for each subsequent year of continuous employment.

Effective September 1, 2024, increase the base salary by 2.5%.

Effective September 1, 2024, Step 20 is changed to Step 16 and teachers will advance to Step 16 in the 16<sup>th</sup> year of teaching.

Effective August 31, 2025 the B+30, B+60 and B+75 columns will not be available for Professional Employees who have not obtained those credits beyond their Bachelor's Degree by August 31, 2025.

	2024-2025 +2.5%				
STEP	В	B+15	M /B+30	M+30/B+60	M+45/B+75
1	57,122	58,943	61,755	65,403	67,221
2	58,892	60,771	63,673	67,440	69,315
3	62,836	64,722	67,592	71,371	73,268
4	65,867	67,751	70,611	74,386	76,302
5	69,363	71,346	74,363	78,340	80,361
6	73,122	75,110	78,122	82,160	84,121
7	77,692	79,620	82,451	86,236	88,123
8	81,483	83,369	86,236	90,014	91,901
9	85,876	87,866	90,784	94,550	96,448
10	90,549	92,462	95,317	99,100	100,989
11	92,765	94,705	99,457	103,232	105,130
12		96,565	1.04,757	108,531	110,427
13			106,617	110,393	112,287
14		. •	108,049	111,822	113,720
15	94,200	97,996	108,562	112,334	114,233
16	97,232	101,106	110,578	114,428	116,360
25	98,131	102,024	111,543	115,409	117,354
30	99,031	102,943	112,507	116,392	118,346

<sup>\*</sup>A teacher will advance to step 15 and 16 at the beginning of his/her 15<sup>th</sup> and 16<sup>th</sup> year of teaching.

<sup>\*\*</sup>A teacher will advance to steps 20, 25 and 30 at the beginning of his/her 20th, 25th, or 30th year of teaching in the Milton Public Schools.

<sup>\*\*</sup>A teacher in their first year of employment with Milton Public Schools shall be advanced to the next step on the salary schedule provided they have completed ninety-two (92) work days during the previous year of employment. Teachers shall be automatically advanced to the next step on the salary schedule for each subsequent year of continuous employment.

# #18) Amend Article XXIX Section B as follows:

Teachers will receive additional compensation for their service in the Milton Public School System in accordance with the following provisions:

Effectiv	e September	1.	2024,

<u>a</u>	Five years of service -	\$250
a.	Ten years of service -	\$1,400
b.	Fifteen years of service -	\$1,650
c.	Twenty years of service -	\$1,900
d.	Twenty-five years of service	- \$2,000
e.	Thirty years of service-	\$2,100

Said amount to be paid in a lump sum in the first paycheck in December of each year.

# #19) Appendix B

Increase by same percentage as base salary annually.

Update the following stipends effective September 1, 2022:

# **Elementary Stipend Changes**

Name	Stipend
Translation Rate	\$60 per hour
IEP/504 Meeting (beyond school day)	\$35 per hour
Daily Substitution Coverage	\$35 per period

# **High School Stipend Changes**

# MHS Change in Stipends Name

Old Name	New Name	Stipend
Human Rights	World Children's Prize (WCP)	\$1,201
Spanish club	Hispanic Culture Club	\$1,201
Service League	Best Buddies	\$2,932

# MHS New Stipends

Name	Stipend
Translation Rate	\$60 per hour
IEP/504 Meeting (beyond school day)	\$35 per hour
Daily Substitution Coverage	\$35 per period
Strength & Conditioning	\$2,932 x2 (Fall & Spring)
Middle eastern culture club	\$1,201
Tenicity Team	\$1,201
Young Democrats of America	\$1,201

Mu Alpha Theta (Math Honor Society)	\$1,201
Animal Care Club	\$1,201
Calculus Project Director	\$5,826

# Middle School Stipend Changes

## **PMS New Stipends**

Name	Stipend
Translation Rate	\$60 per hour
IEP/504 Meeting (beyond school day)	\$35 per hour
Daily Substitution Coverage	\$35 per period
Ping Pong Club	\$1,201
Movie Marathon	\$1,201

# PMS Change in Stipends

Club	Stipend	Change to
Debate team (2)	¢1 //O	\$3230

#20) Appendix B add new Section "Extracurricular Activity Proposal Procedure for New Clubs or Activities or Existing Clubs or Activities Proposing a New Category" as follows:

# Extracurricular Activity Proposal Procedure for New Clubs or Activities or Existing Clubs or Activities Proposing a New Category

- No later than January 2023 a Joint Labor Management Committee comprised of equal representation from the parties shall be formed and meet for the purpose of reviewing existing stipends and determining appropriate compensation and categories for all existing clubs and activities. This committee will be empowered to reopen Appendix B during the term of the 2022-2025 Collective Bargaining Agreement and prepare a Memorandum of Agreement limited to changes in structure (categories and compensation) of Appendix B clubs/activities for ratification by the parties.
- Prior to May 1st of the school year preceding the school year of the pilot for the club/activity the
  Advisor will present the proposal form for the new or continuing club/activity to the building
  Principal. The form should be completed in its entirety and include a thorough description of the
  club, its purpose, and all planned activities.
- Proposals may also be submitted throughout the school year if initiated by the Principal.
- Recommendations may also be made to move up or down between the categories by either the Advisor or the Principal.
- The Principal will review the proposal and decide if the club/activity will be presented to the Superintendent and School Committee for approval. The proposal can be revised if initially rejected by the Principal.

- If approved, the club/activity will be given pilot status for one year and the stipend will be \$500 for year one. Such stipend may be increased by mutual agreement between the parties. Any club/activity that continues beyond the pilot year shall be placed on the Appendix B scale. The parties shall meet to determine appropriate placement on such scale.
- Clubs that do not run for three consecutive years will be deemed "inactive."
- Inactive clubs may resume after a one year pilot if approved by the Principal. Inactive clubs must be substantially the same club/activity when they resume as when piloted.
- Existing clubs seeking a new category will collect data for one year and the Principal and Superintendent will review the data at the end of that school year. Stipends for existing clubs may be increased at any time by mutual agreement between the parties.
- The Advisor will present accurate records of attendance, participation, meeting times and durations, additional time for the advisor, and other relevant information to help determine whether the club/activity should continue as an active club/activity at an assigned category.
- If the club/activity meets all requirements in the pilot year and the club and the data presented corresponds with the proposed Category, it will be added to the permanent extracurricular activities at the Category agreed upon during the pilot process.
- The form below should be used to apply for a change in a club/activity category or to propose a new club/activity.

### #21) Appendix C

Increase by same percentage as base salary annually.

WHEREFORE, the Committee and the Association have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives, subject to ratification by the membership of the Association's Unit A bargaining unit and the full School Committee, this \_\_\_\_\_ day of July 2022.

Milton School Committee

Milton Educators Association

Chairperson

President