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TA 5621

AGREEMENT

BY AND BETWEEN THE

SUPERINTENDENT

OF THE

MILFORD CENTRAL SCHOOL DISTRICT

AND THE

MILFORD TEACHERS' ASSOCIATION

July 1, 2005 - June 30, 2008

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TABLE OF CONTENTS

Article		Page
I	UNCHALLENGED REPRESENTATION STATUS	1
II	LEGISLATIVE ACTION	1
III	NEGOTIATION PROCEDURES	1
IV	MAINTENANCE OF STANDARDS	1-2
V	CONDITIONS OF EMPLOYMENT	2-5
VI	SUMMER SCHOOL	5
VII	SALARY	6-7
VIII	ADDITIONAL COMPENSATION	7-9
IX	MENTOR TEACHER PROGRAM	10
X	PERSONAL DAYS	10
XI	JURY DUTY	10
XII	SICK LEAVE	10-11
XIII	BEREAVEMENT LEAVE	11-12
XIV	UNPAID CHILDREARING LEAVE OF ABSENCE	12
XV	MISCELLANEOUS PROVISIONS	12-13
XVI	CODE OF ETHICS	13
XVII	GRIEVANCE PROCEDURE	13-16
XVIII	GENERAL HEALTH INSURANCE	16-17
XIX	TEACHER FILES	18
XX	MANAGEMENT RIGHTS	18
XXI	ASSOCIATION RIGHTS	18
XXII	RETIREMENT NOTIFICATION	19
XXIII	SICK DAY BUY BACK	19
XXIV	COORDINATOR OF HEALTH SERVICES	19-20

Appendices		Page
APPENDIX A	RETIREMENT BENEFIT FORM	21
APPENDIX B	MEMORANDUM OF UNDERSTANDING CASEBP HEALTH INSURANCE	22-23
APPENDIX C	MEMORANDUM OF UNDERSTANDING MENTOR TEACHER PROGRAM	24-30
DURATION		31
AGREEMENT	LICENSED TEACHING ASSISTANTS	32

ARTICLE I – UNCHALLENGED REPRESENTATION STATUS

It having been determined that the Milford Teachers' Association is supported by a majority of the teachers in a unit composed of all professional certified personnel, except administrative personnel, the Milford Teachers' Association is hereby recognized as the exclusive negotiating agent for the teachers in such unit. The Milford Teachers' Association shall include all teaching and other professional staff such a guidance counselor, school psychologist, coordinator of health services and licensed teaching assistants. Such recognition shall constitute unchallenged representation status under the terms and conditions of the Taylor Law.

ARTICLE II – LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE III – NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. When and if both parties feel that matters have arisen which are of vital and mutual concern, the parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving such matters.

B. As early as possible, but no later than January 1 of the school year that the Agreement terminates, either party may initiate and both parties agree to enter into good-faith negotiations over a successor Agreement covering the following school year or years. If such Agreement is not concluded by one hundred twenty (120) days prior to the end of the fiscal year, or such date as is agreeable to both parties, either party may request the State Public Employment Relations Board to assist the parties in reaching an Agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

C. Neither party in any negotiations shall have control over the selection of the representatives of the other party.

ARTICLE IV – MAINTENANCE OF STANDARDS

All conditions of employment and general working conditions will be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is executed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of the Agreement.

This Agreement shall not be interpreted or applied in any manner which will, in any way, deprive teachers of professional and employment benefits heretofore enjoyed, except as required by this Agreement. The duties and responsibilities of the members in any position of the teaching unit will not be substantially altered or increased without prior recommendations of the Association.

ARTICLE V – CONDITIONS OF EMPLOYMENT

A. Daily Schedule

1. The daily schedule for the Milford Central School District will be determined by the Superintendent. Teachers may be requested to provide input towards the establishment of the master schedule.

2. Teachers shall be in the building for seven (7) hours and five (5) minutes per day beginning at a time set by the District between 7:45 a.m. and 8:15 a.m. Teachers shall have a student supervisory time of six (6) hours and fifty-five (55) minutes per day. The beginning of the school day shall be scheduled prior to the beginning of the school year, but may be changed during the school year by mutual consent of the parties.

3. a. The teacher will make himself/herself available to the student for extra help, transportation permitting, at the request of the student, student's parents or administrator from the end of the last period, for at least fifty (50) minutes, at a mutually agreeable time and date. If a date and time cannot be mutually agreed upon, the Administration will set the date.

   b. The School District will provide a 4:00 p.m. bus at least three (3) times per week in order to allow for extra help for students.

4. In the Junior-Senior High School, the teachers shall be assigned no more than six (6) instructional periods per day. In addition, teachers agree to commit to a seventh (7th) period per day as an ancillary (support) assignment. This seventh (7th) assignment shall be used for:

   a. Study Hall Monitor – up to one (1) assignment per year not to exceed one (1) semester but may be rotated with another monitor.

   b. Mentoring – of students only in a teacher's certification area.

   c. Program Support – duties other than lesson plan development that are an integral part of a teacher's program (i.e. inventory control, equipment repair, conferencing, scheduling of program events, etc.).

   Teachers who have voluntarily accepted an additional teaching assignment shall be exempt from the seventh (7th) period ancillary assignment.

5. All teachers shall have one (1) thirty (30) minute lunch period, with no supervisory responsibilities. Teachers will receive at least a forty (40) minute duty-free preparation period. Elementary teachers shall receive eight (8) preparation periods per six (6) teaching days.

6. During the June Regents days, elementary children shall be released at 1:17 p.m. Children will not attend school on Thursday of the last week, but will report on Friday for report cards. In the event that the one hundred eighty (180) day session requirement has not been fulfilled, students will report for the number of full days required to meet the one hundred eighty (180) day minimum session requirement.

7. In event that not all emergency closing days have been used, and the one hundred and eighty (180) day session requirement has been met, any remaining unused snow days (emergency closing days) will be granted as a holiday. Dates to be granted as holidays shall be determined by the Superintendent.

B. Rules and Regulations

The rules and regulations governing the duties and activities of teachers within school buildings shall be as uniform as possible throughout the District.

C. Unexpected Classroom Needs

An amount of one thousand dollars ($1,000) or ten percent (10%) of the supply budget, whichever is smaller, will be set aside in the teaching supplies and materials account, 2110.45, to enable teachers to make requests to purchase unexpected classroom needs. If this amount is depleted, all requests will be denied by the Superintendent. Any money not expended by April 1 shall revert to the teaching supplies and materials account. If the School District goes on austerity budget, this Section becomes null and void.

D. Evaluation of Probationary Teachers

1. Each probationary teacher shall be given at least four (4) classroom observations per school year, using forms or other means to fully apprise the teacher how well he/she is doing.

2. Each probationary teacher shall be given adequate opportunity to respond to criticisms of his/her work and to explain the techniques that he/she uses.

3. Each probationary teacher shall be given an opportunity to correct observed deficiencies in his/her performance.

4. Each probationary teacher shall be given an opportunity, as now in the Agreement, to review his/her personnel file and to reply in writing to any adverse entries within twenty (20) working days of receipt of the entry.

5. Each probationary teacher shall be given notice by April 15 of any decision not to retain the teacher.

6. Each probationary teacher shall be entitled to challenge in arbitration any non-retention decision. However, review shall be limited to the question whether procedures were followed. In no event shall the arbitrator substitute his/her judgment for that of the Superintendent.

7. In the event the arbitrator concludes that the teacher was deprived of an adequate opportunity to demonstrate his/her competence, the maximum remedy may be reinstatement for an additional year, but without automatic conferral of tenure.

E. Evaluation of Tenured Teachers

1. Each tenured teacher shall be given at least one (1) classroom observation per school year using forms/format to apprise the teacher fully how he/she is doing.

Or

2. A Committee shall be formed to include teachers and administrators to develop the option of a Professional Development Plan. Upon agreement between the Superintendent and the individual teacher, the annual observation could be replaced by such a plan, which would allow the teacher to utilize ongoing professional growth activities as his/her form of performance evaluation. This option would not preclude the administration from conducting classroom observations if deemed warranted.

F. Evaluation of Part-Time Teachers

1. Each part-time teacher shall be given at least two (2) classroom observations per school year, using forms or their means to fully apprize the teacher how well he/she is doing.

2. Each part-time teacher shall be given five (5) days to respond to criticisms of his/her work and to explain the techniques that he/she uses.

3. Each part-time teacher shall be given an opportunity to correct observed deficiencies of his/her performance.

4. Each part-time teacher shall be given an opportunity to review his/her personnel file and to reply in writing to any adverse entries within ten (10) working days of receipt of the entry.

5. Each part-time teacher shall be given written notice by April 15 of any decision not to retain the teacher for the following school year. If no notice is given then the current contract will be automatically renewed.

G. Class Size

1. In the event that an elementary class numbers twenty-seven (27) students or more, an aide will be provided at the teacher's request.

2. In the event that an elementary class numbers thirty (30) students or more, reasonable considerations will be given to dividing the class in the next school year, if appropriate.

ARTICLE VI – SUMMER SCHOOL

Should Milford Central School offer a summer school:

A. Bargaining Unit Work – The teaching of classes in the summer school program shall be considered to be bargaining unit work. In connection with the teaching of the classes, the following shall apply.

B. Notification of New Opening

1. As soon as possible after it has determined that such a class(es) will be offered during a summer, the District will have all positions posted to enable unit members to apply. Posting of the positions shall be done in such a manner so as to ensure that all persons certified to fill the positions will be able to apply in a timely manner.

2. The posting will include the certification requirements, if any, for the position(s).

C. If fewer teachers apply for positions than those available, the District may fill remaining positions from outside the bargaining unit. In this event, the Association shall be notified.

D. For the purpose of entitlement to sick leave, teachers working in this program shall be considered to be eleven (11) month teachers.

E. Each teacher working in this program shall receive 1/1400 of his/her salary for each hour worked.

F. Except as otherwise provided herein, all terms and conditions of the existing Agreement shall apply to those persons employed in this program.

G. Each non-unit member hired in accordance with Paragraph C above shall be considered to be a unit member for the period of time worked and shall be subject to all conditions contained herein and elsewhere in this Agreement.

H. Prior to the start of the summer program, the District will contact those teachers in K-6 and reading who are not working in the summer, to see if they are willing to substitute. Those who respond affirmatively shall be the first called to substitute.

ARTICLE VII – SALARY

A. All teachers shall receive a one thousand seven hundred dollar ($1,700) increase of their 2004-2005 school year for the 2005-2006 school year. All teachers shall receive a four percent (4%) increase on their 2005-2006 total salary for the 2006-2007 school year. All teachers shall receive a four and a quarter percent (4.25%) increase on their 2006-2007 total salary for the 2007-2008 school year to be distributed as $1040 plus 2%. Part-time teachers shall receive the appropriate prorated salary amounts.

Any additional stipends that have been awarded a teacher shall be added in after the increases stated above. These new stipends shall be eligible for the increases beginning in the year after initially awarded.

All licensed teaching assistants shall receive a nine hundred thirty-five dollar ($935) increase of their 2004-2005 total salary for the 2005-2006 school year. All licensed teaching assistants shall receive a four percent (4%) increase on their 2005-2006 total salary for the 2006-2007 school year. All licensed teaching assistants shall receive a four and a quarter percent (4.25%) increase on their 2006-2007 total salary for the 2007-2008 school year to be distributed as $540 plus 2%. New licensed teaching assistants shall be hired at one-half (0.5) the current starting teacher's salary.

B. All newly employed, reinstated or rehired teachers may be given credit for previous teaching experience and/or military experience and placed on the proper step of the schedule accordingly. A new employee will not receive a salary significantly higher than a current employee with the same number of years of service.

C. Military service shall be credited according to Section 243 of the Military Law.

D. Stipends

1. Graduate Credit Hours shall be paid at the rate of sixty-five dollars and five cents ($65.05) per credit hour. The salary shall be adjusted twice per year to reflect approved graduate credit hours: on September 1 and February 1. Notification of courses being taken during the summer as well as transcripts of other graduate credit earned during the previous year shall be given to the District no later than August 15 for the September 1 adjustment and January 15 for the February adjustment. Graduate level credit hours shall only be for course work within the teacher's area of certification, the teacher's tenure area or in a subject area taught in the Milford Central School District.

2. A Master's stipend will be paid to all those hired prior to July 1, 1996 in the amount of six hundred twenty-three dollars ($623)A Masters stipend of five hundred forty-two ($542) shall be paid to all teachers hired after July 1, 1996.

3. All previously employed Milford Central School teachers who were receiving a five hundred dollar ($500) stipend in the 1992-1993 school year will continue to receive that stipend until they reach the one thousand dollar ($1,000) stipend awarded in the twenty-first (21st) year of service within the District. They will then receive the one thousand dollar ($1,000) stipend, but no longer receive the

five hundred dollar ($500) stipend. No teacher under this Agreement will begin to receive the five hundred dollar ($500) stipend.

4. Longevity

a. At the beginning of a teacher's twenty-first (21st) year of service in the District a longevity stipend of one thousand dollars ($1,000) will be added to the teacher's salary.

b. At the beginning of a teacher's twenty-sixth (26th) year of service in the District a longevity stipend of two thousand dollars ($2,000) will be added to the teacher's salary.

c. At the beginning of a teacher's thirty-second (32nd) year of service in the District a longevity stipend of three thousand dollars ($3,000) will be added to the teacher's salary.

d. At the beginning of the licensed teaching assistant's and Health Coordinator's fifteenth (15th) year of service to the District, a longevity stipend of three hundred fifty dollars ($350) will be added to the licensed teaching assistant's and Health Coordinator's base salary.

E. All course work in which the teacher wishes to receive graduate level credit hours shall be approved by the Superintendent of Schools. Should the Superintendent reject such course work for graduate level credit hours, the teacher shall have the opportunity to appeal that decision directly to the Milford Central School Board. The School Board's decision in regards to such credit shall be final and not subject to review. The Superintendent shall make his/her decision as to the allowance for graduate level credit within five (5) days upon submission in writing by the teacher, and review by the Board of Education shall occur at the next regularly scheduled meeting.

Salary – The first year's teachers' salaries will be raised in each year of the teachers' agreement. They shall be:

2005-2006 ..... thirty-two thousand dollars ($32,000)
2006-2007 ..... thirty-three thousand dollars ($33,000)
2007-2008..... ...thirty-three thousand dollars ($33,000)

ARTICLE VIII – ADDITIONAL COMPENSATION

There are additional programs (curricular, extra-curricular and co-curricular) that are an integral and vital part of the school program to students, parents and other adults of the community which require large blocks of time outside of the normal teaching load. With this in mind, it is important that coaches and other supervisory personnel be secured who will insure the implementation of these programs.

The Board and the Superintendent shall make every effort to fill all positions for these additional programs from qualified teachers. It is reasonable to expect that they will ask the Athletic

Director for his/her recommendations for the interscholastic coaching positions from among the existing personnel.

A written agreement between the Superintendent and the coach or other activity supervisory person shall be signed by July 1. If, for any reason, the programmed activity is not held, the written agreement will not be binding. If a particular program is held, compensation will be prorated accordingly.

A refusal by a teacher to accept a coaching or supervisory position shall in no way jeopardize his/her teaching position.

Additional Compensation Schedule –

Activity	2005-2006	2006-2007	2007-2008
Athletic Director	$3,792	$3,944	$4,112
Head Boys' Varsity Soccer Coach	2,400	2,496	2,602
Junior Varsity Boys' Soccer Coach	1,884	1,959	2,042
Modified Boys' Soccer Coach	1,516	1,577	1,644
Girls' Varsity Soccer Coach	2,400	2,496	2,602
Junior Varsity Girls' Soccer Coach	1,884	1,959	2,042
Modified Girls' Soccer Coach	1,516	1,577	1,644
Boys' Varsity Basketball Coach	3,160	3,286	3,426
Boys' Junior Varsity Basketball Coach	2,148	2,234	2,328
Boys' Junior High Basketball Coach	1,264	1,315	1,371
Girls' Varsity Basketball Coach	3,160	3,286	3,426
Girls' Junior Varsity Basketball Coach	2,148	2,234	2,328
Girls' Junior High Basketball Coach	1,264	1,315	1,371
Cheerleader Advisor, Varsity and Junior Varsity	1,896	1,972	2,055
Boys' Track and Field Coach	1,264	1,315	1,371
Girls' Track and Field Coach	1,264	1,315	1,371
Boys' Varsity Baseball Coach	2,275	2,366	2,467
Boys' Assistant Baseball Coach	1,264	1,315	1,371
Boys' Modified Baseball Coach	551	573	597
Girls' Varsity Softball Coach	2,275	2,366	2,467
Girls' Assistant Softball Coach	1,264	1,315	1,371
Girls' Modified Softball Coach	551	573	597
Soccer Timekeepers (per event)	38	40	42
Basketball Timekeepers (per event)	38	40	42

Track Scorekeeper (per event)			40
Colorguard Advisor	696	724	755
Yearbook Advisor	1,516	1,577	1,644
Student Government Advisor	380	395	412
CIA Advisor			500
Seventh Grade Advisor	252	262	273
Eighth Grade Advisor	252	262	273
Ninth Grade Advisor	390	406	423
Tenth Grade Advisor	505	525	547
Eleventh Grade Advisor	632	657	685
Twelfth Grade Advisor	1,012	1,052	1,097
School Musical			$4,200
(Director will determine positions and salaries with Superintendent approval.)			
Senior Play Director			300
7/8 Play Director			500
Jazz Band Director	589	613	639
English Language Arts Department Chairperson	824	857	893
Math Department Chairperson	824	857	893
Science Department Chairperson	824	857	893
Social Studies Department Chairperson	824	857	893
SADD	424	441	460
Arts In Education Coordinator	506	526	548
French Club Advisor	126	131	137
Spanish Club Advisor	126	131	137
Art Club Advisor	126	131	137
Safety Patrol Advisor	424	441	460
Mediation Advisor	126	131	137
Public Relations Coordinator	589	613	639
Chaperoning (per event)	54	56	58
After five (5) hours (per hour) until end of	12	12.50	13.03
Activity or group returns to school maximum	125	130	136
Odyssey of the Mind Coordinator			400
Purple Pass Advisor grades 5-8			100
Purple Pass Advisor grades 9-12			100
Honor Society Advisor			400
Coordinator of Volunteer Reading			100
Summer Marching Band (with voter approval)	1,294	1,346	1,403

ARTICLE IX – MENTOR TEACHER PROGRAM

A. Mentors shall be paid their hourly rate for their attendance at both the required mentor training and the initial orientation for all new teachers. (See Memorandum of Understanding, Mentor Teacher Program, Appendix C.)

B. Mentors should be compensated at the rate of one hundred dollars ($100) per month for the first year, and one hundred dollars ($100) per month for the second year.

C. Any other legally mandated required attendance outside the school day shall be paid at their hourly rate.

ARTICLE X – PERSONAL DAYS

A. Each teacher shall be entitled to three (3) days with full pay for personal business, other than personal illness, which cannot be scheduled at a time other than when school is in session.

B. A written request for personal business leave shall be submitted five (5) days in advance to the Superintendent on the District's Leave Request Form; no reason(s) need be provided. If the request is made less than five (5) days before the leave date, reason(s) may be required.

C. Personal business leave shall not be used for any other employment. Only one (1) personal day may be used to extend a vacation or recess period. No more than five (5) personal day requests per day may be granted preceding or post-ceding a vacation period. Personal day requests will be awarded on a first come first served basis.

D. Unused personal business leave shall be applied to unused cumulative sick leave.

ARTICLE XI – JURY DUTY

In the event that teachers are summoned for jury duty, they shall be paid a full day's pay. They will be required to return to the Milford Central School District the total reimbursement they received from the county, minus any allowance for meals, travel and/or lodging.

ARTICLE XII – SICK LEAVE

A. Sick Leave

Teachers shall be granted and accumulate sick leave as follows:

1. Fourteen (14) days of sick leave shall be granted per year, with accumulation of unused days to two hundred (200) days for sick leave purposes. However, teachers who otherwise earn more than two hundred (200) days shall be allowed to convert the total, unlimited amount of sick leave days for payment made under

Article XXIII. Teachers who are hired over the ten (10) months shall be given one (1) additional day of sick leave per month hired. These "additional" sick days shall also be cumulative.

2. A maximum of up to half of the accumulated sick leave may be used for illness in the teacher's family. Family illness shall be interpreted to mean illness of the teacher's spouse, children, mother, father, or other member(s) of the family residing in the teacher's home.

3. After five (5) consecutive days of absence, the Superintendent may require a physician's certificate of illness if the Superintendent feels either of these sick leave provisions is being abused by the teacher.

B. Sick Leave Bank

1. For the exclusive purpose of reducing hardship upon a teacher affected by an injury or disorder requiring prolonged absence from employment, each teacher will contribute an appropriate amount of sick days from his/her accumulated sick leave to a Sick Leave Bank. The intention is to have a Sick Leave Bank of one hundred (100) days at the beginning of each school year. In each succeeding year, the teachers will replenish the used Sick Leave Bank days to a total not to exceed one hundred (100) days.

2. To be eligible to draw from the Sick Leave Bank, the teacher must:

   a. Have used his/her accumulated sick leave and personal leave days.

   b. Have a doctor's excuse for such illness as requires drawing from the Sick Leave Bank; school doctor in consultation with the teacher's doctor.

   c. Make application to an Administrative Committee of three (3) teacher-members chosen by the President of the Association.

3. The teacher will make application to the administrative committee at least five (5) days before the Bank is to be utilized, except in extenuating circumstances.

4. The Sick Leave Bank Administrative Committee shall transmit a written report to the Board indicating the number of days granted, rationale for the granting of Sick Leave Bank days and the nature of the injury or disorder.

5. The decision of the Sick Leave Bank Administrative Committee shall not be grievable.

ARTICLE XIII – BEREAVEMENT LEAVE

Each teacher shall be allowed up to three (3) work days off with pay in the event of death in the teacher's immediate family. The immediate family is defined as the teacher's spouse, children, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law,

grandfather, grandmother and other individuals residing in the teacher's home. Members of the bargaining unit may request from the Superintendent two (2) additional days of bereavement.

ARTICLE XIV – UNPAID CHILDREARING LEAVE OF ABSENCE

A. Any member of the bargaining unit may request in writing an unpaid childrearing leave of absence for up to a maximum of one (1) year. The period of leave beyond that guaranteed by Federal or State Law shall be subject to the discretion of the Board of Education.

B. In the event that both father and mother are employed by the District, there shall not be a duplication of childrearing leave (one [1] year cumulative maximum for both spouses) and only one (1) individual shall be granted leave at any one time.

   1. Such request shall be directed to the Superintendent and shall specify the commencement and termination dates of the desired leave. The request must be made as soon as feasible but no less than sixty (60) days prior to the expected date of birth and thirty (30) days prior to adoption.

   2. A teacher is entitled to use of sick leave for the period of pregnancy related disability as certified by the teacher's physician, but is not entitled to use sick leave during the unpaid leave period.

   3. The teacher returning after a childrearing leave shall be entitled to a return to the same or similar position in which certified, in the tenure area previously occupied. Said teacher shall return with all benefits accrued prior to the beginning of the leave. Teachers are not entitled to accrual of seniority during the period of unpaid leave.

ARTICLE XV – MISCELLANEOUS PROVISIONS

A. This Agreement shall be effective as of July 1, 2005 and shall continue in effect through June 30,2008.

B. This Agreement shall conform as much as possible with any rules, regulations or practices of the Board of Education.

C. Any individual arrangement, agreement or contract between the Superintendent and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement or contract hereafter executed shall be executed by the parties. If an individual arrangement, agreement or contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. If any provision(s) of this Agreement or any application(s) of the Agreement to any teacher or group of teachers shall be found to be contrary to law, then such provision(s)

or application(s) shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

E. Copies of this Agreement shall be furnished at the equal expense of the Superintendent and the Association and shall be given to all teachers by the Association now employed or hereafter employed by the Superintendent.

ARTICLE XVI – CODE OF ETHICS

A. Teaching demands the highest standards of character, loyalty and professional conduct. The teacher is proud of his/her profession. He/She accepts the obligations placed upon him/her.

B. The teacher maintains:

1. Allegiance to the Constitution and Laws of the United States and the State of New York.

2. Devoted service to the improvement of the education of the students who attend the Milford Central School District.

3. The moral and intellectual integrity inherent in his/her profession.

4. Unit members must keep confidential any confidential information or data provided them during faculty meetings or other appropriate forums.

   Should there be a violation of the above mentioned confidentiality, the unit member will be given a verbal warning for a first offence, a written warning for a second offence, and may be given additional disciplinary sanctions under Education law in the event of a third offence.

5. Courtesy, cooperation and justice in his/her relations with others.

6. Active membership in professional organizations.

ARTICLE XVII – GRIEVANCE PROCEDURE

A. Declaration of Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as possible as may be appropriate at any stage of the procedure.

2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member

of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

B. Definitions

1. A "grievance" is an alleged violation of the provisions of this Agreement.

2. An "aggrieved person" is a teacher or teachers making the claim at any level.

3. A "party of interest" is the person or persons making the claim, and any person who might be required to take action.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in harm to a party of interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

An aggrieved person with a grievance shall submit the grievance in writing to the Superintendent. The Superintendent shall arrange a meeting with the aggrieved person within five (5) days after receipt of the grievance.

2. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance, in writing, with the President of the Association within five (5) school days after the decision at Level One, or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the President of the Association will refer it to the Clerk of the Board, with the recommendation of the Association as to the merit of the grievance and recommended solution(s).

3. Level Three

a. Within ten (10) school days after receipt of the written grievance by the Board of Education, the Board will hold a hearing on the grievance with the aggrieved person.

b. Within five (5) school days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance. Such grievance decision shall be promptly transmitted to the aggrieved person.

4. Level Four

a. After such a hearing, if the aggrieved person is not satisfied with the decision at Level Three and the Association determines that the grievance is meritorious, they may submit the grievance to arbitration by written notice to the Clerk of the Board of Education within ten (10) school days of the decision at Level Three.

b. Within five (5) school days after such written notice of submission to arbitration, the Board and the aggrieved person will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within fifteen (15) school days, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party.

c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) days from the date of the closing of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasonings and conclusions on the issues.

d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

e. The decision of the arbitrator shall be final and binding upon all parties, except in matters of:

1) Assignment of teachers within the regularly scheduled school day.

2) Daily schedule.

In these matters, the decision of the arbitrator will be given the strongest and widest considerations.

f. The cost of the services of the arbitrator will be borne equally by the Board and the Association.

D. Waiver of Grievance

If any aggrieved person does not file a grievance in writing with the Clerk of the Board within thirty (30) days after the aggrieved person knew or had received written notice upon which the grievance is based, then the grievance will be considered waived. A dispute as to whether a grievance will be considered waived under this paragraph will not be subject to arbitration.

ARTICLE XVIII – GENERAL HEALTH INSURANCE

A. Health Insurance – CASE BP - PLAN D

1. The health insurance coverage for the teachers and all the teachers who retired from Milford Central School District after June 1, 1970 shall be the Catskill Area School Employees' Benefit Plan, or the Board of Education may purchase any bona fide plan which provides equal or better coverage than that provided under the 2000-2001 contract. The insurance plan shall be chosen by two (2) members from the Association and two (2) members from the Board of Education.

2. The District will pay one hundred percent (100%) of the premium cost for both individual and family coverage for participating teachers who were employed prior to February 1, 1982. For participating teachers hired on or after February 1, 1982, the District's premium contribution will be one hundred percent (100%) for individual coverage and eighty percent (80%) for dependent coverage. Teachers retiring from Milford Central under this contract shall be entitled to the above insurance coverages, and said coverage shall be in writing on Appendix A and signed by both the teacher and the District Superintendent prior to the teacher's last day of employment.

   For participating teachers hired on or after July 1, 1993 the District's premium contribution will be one hundred percent (100%) for individual coverage and seventy percent (70%) for dependent coverage. After five (5) years of service within the Milford Central School District the District's premium contribution will be raised to one hundred percent (100%) for individual coverage and eighty percent (80%) for dependent coverage. Teachers retiring from Milford Central under this contract shall be entitled to the above insurance coverages, and said coverage shall be in writing on Appendix A and signed by both the teacher and the District Superintendent prior to the teacher's last day of employment.

   The District will pay one hundred percent (100%) of the premium cost of Supplemental Coverage. Teachers retiring from Milford Central under this contract shall be entitled to the above insurance coverages, and said coverage shall be in writing on Appendix A and signed by both the teacher and the District Superintendent prior to the teacher's last day of employment.

   Teachers retiring from Milford Central under this contract shall be entitled to the above insurance coverages, and said coverage shall be in writing on Appendix A

and signed by both the teacher and the District Superintendent prior to the teacher's last day of employment.

3. In each year of this contract the District agrees to offer the following health insurance provision provided the District realizes a savings in net costs of premiums verses bonus payouts. Once the plan is implemented, it will continue and remain in force.

   Any teacher who wishes to voluntarily reduce the District's cost of insurance by opting not to participate in the District's health insurance coverage will be given one-half (1/2) savings in premiums as a bonus. Teachers will be allowed to adjust their health insurance options within the thirty (30) day window available in October of each school year. Employees who elect not to participate in the health insurance plan must present proof of alternative insurance coverage to the Superintendent of Schools each year.

4. If the employee chooses to enroll instead in an approved alternative health plan (such as HMO as approved via paragraph 1 above), the District will contribute the same percentage or dollar amount as contributed to the regular health plan, whichever is the lesser amount..

B. Dental Insurance

1. The District will contribute one hundred percent (100%) of the premium cost for individual and two-person coverage CASEBP Dental Plan. Cost of the coverage for family will be the family premium minus the cost of the two-person coverage.

2. The District grants teachers the option to purchase corresponding family coverage through payroll deduction. The District reserves the right to change to another plan, providing any such change results in equal or better benefits.

3. The District guarantees that the coverage under the CASEBP Plan is equal to or better than that provided under the Blue Shield 31 Dental Plan.

C. Vision Insurance

1. The District will contribute one hundred percent (100%) of the premium cost for individual coverage for Select Vision Care Plan D. Cost of the coverage for family will be the family premium minus the cost of the individual coverage.

2. The District grants teachers the option to purchase corresponding family coverage through payroll deduction. The District reserves the right to change to another plan, providing any such change results in equal or better benefits.

ARTICLE XIX – TEACHER FILES

A. A single personnel file for each teacher shall be maintained in the District office. This file will contain only and all evaluative items and any breach of the Code of Ethics found in this negotiated Agreement.

B. Any member of the bargaining unit shall have the right, upon twenty-four (24) hours' notice, to review and evaluate his/her personnel file in the presence of the Superintendent or his/her designee.

C. Any member of the bargaining unit may elect to have a person of his/her choice accompany him/her and witness such review.

D. Upon request, one (1) copy of any material in this file will be provided to the employee without charge.

E. Any material placed in the personnel file must be inserted within fifteen (15) days after the Superintendent had knowledge of said event or act.

F. The teacher shall be afforded the opportunity to initial the complaint or derogatory material prior to when the derogatory material is placed in a file and attach a reply to same. Initialing indicates only that the teacher has seen said material.

G. Decision-making concerning employment status will be based on the materials contained in said file.

ARTICLE XX – MANAGEMENT RIGHTS

Except as expressly limited by provisions of the Agreement, the authority, rights and responsibilities delegated under the Law to the Board are retained by said Board, and to do all else the Law may dictate, require or permit this Board in the discharge of its duties to provide public education within this public School District.

ARTICLE XXI – ASSOCIATION RIGHTS

A. Publications

Association publications will be printed on Association letterheads or on paper which clearly identifies the source of the material. Any return address given will be that of the Association or the individual teacher (clearly marked as a union member) as addressee rather than the School District offices.

B. Association Days

The Board of Education will grant to the Milford Teachers' Association four (4) personal leave days per year, non-cumulative, without loss of pay for the purpose of processing grievances, hearings before State agencies and for other NEA/NY business.

ARTICLE XXII – RETIREMENT NOTIFICATION

The teacher must notify the Superintendent, in writing, one hundred twenty (120) calendar days prior to the employee's effective date of retirement. This one hundred twenty (120) day notice will be waived for teachers who wish to take advantage of "early retirement plans" that may arise, that do not provide the proper amount of time for a teacher to make a decision and arrangements to take advantage of these options. This notice shall also contain the number of accumulated sick leave days for which the employee desires compensation.

ARTICLE XXIII – SICK DAY BUY BACK

SICK DAY BUY BACK

When a teacher retires he/she shall be entitled to payment for accumulated unused sick leave at a rate of sixty dollars ($60) for each day of accumulated sick leave up to a maximum of three hundred (300) days equaling eighteen thousand dollars ($18,000). When a licensed teaching assistant or the coordinator of health services retires, the teaching assistant or coordinator shall receive payment for accumulated unused sick leave at a rate of thirty dollars ($30) for each day of accumulated unused sick leave up to a maximum of three hundred (300) days equaling nine thousand dollars ($9,000). The payment will be made as part of the salary in the fiscal year of retirement. (See Retirement Benefit Form, Appendix A.)

ARTICLE XXIV – COORDINATOR OF HEALTH SERVICES

A. The following Articles from the body of the teaching contract extend appropriately to the Coordinator of Health Services. In these particular provisions, terms relating to "Teacher" or "Education" may be construed respectively as "Coordinator of Health Services" or "Professional" for the Coordinator of Health Services position:

Article I
Article II
Article III
Article IV
Article V, A.1, A.2, A.6, B, C
Article VII, D.4.d.
Article VIII
Article X
Article XI
Article XII
Article XIII
Article XIV
Article XV
Article XVI
Article XVII
Article XVIII
Article XIX
Article XX

Article XXI
Article XXII
Article XXIII

B. In addition, the following specific provisions relate to the Coordinator of Health Services:

1. Salary

Base salary for the 2005-2006 school year shall be twenty-four thousand two hundred seven dollars ($24,207). Base salary for the 2006-2007 school year shall be twenty-five thousand two hundred seventy-eight dollars ($25,278). Base salary for the 2007-2008 school year shall be twenty-six thousand three hundred and twenty-three dollars and fifty-six cents ($26,323.56).

Coordinator of Health Services is the District's Attendance Officer. Rate of pay for the 2007-2008 School Year shall be three thousand three hundred dollars ($3,300).

APPENDIX A – RETIREMENT BENEFIT FORM

MILFORD CENTRAL SCHOOL
RETIREMENT BENEFIT FORM

The following benefits are available to employees upon retirement.

Employee Name: _____

_____ Letter of Retirement on file

HEALTH INSURANCE COVERAGE - (Check One)

_____ Individual _____ Family _____ Supplemental

Your health insurance premium cost will be:

0% of the premium at $ 0.00 per month.

20% of the premium at $_____ per month.

30% of the premium at $_____ per month.

These premiums may change from year to year.

SICK DAY BUY-BACK – This buy-back will be paid as part of the final fiscal year prior to retirement.

_____ sick days at $_____ per day = $_____

I have received the above information and agree with its contents.

_____ _____
Employee Date

_____ _____
District Date

APPENDIX B – MEMORANDUM OF UNDERSTANDING CASEBP HEALTH INSURANCE

This Agreement, made this 17th day of January, 2001, by and between All School Districts participating in the Catskill Area Schools Employees Benefit Plan, (CASEBP) (hereinafter referred to as the "Employers") AND the Collective Bargaining Units representing the employees in the respective School Districts (hereinafter referred to as the "Employees").

WHEREAS, the Employers and Employees have previously agreed that the Employers will provide health insurance to the Employees through the Catskill Area School Employee Benefits Plan (hereinafter referred to as "CASEBP"), and

WHEREAS, CASEBP is entering into a joint venture with the M.I. Bassett Hospital, wherein Bassett Hospital will provide health and medical services to Employees, and

WHEREAS, it appears that the health and medical services plan (hereinafter referred to as the "Plan") that will be in existence for the two year period described above may be advantageous to Employees in that it will eliminate co-payments for such services and reduce or eliminate any deductible that Employees would otherwise have to pay, and

WHEREAS, it is anticipated that many Employees may choose to use the Plan described herein above, and

WHEREAS, the Plan may only be in existence for two years, making it impossible for the Employers to offer the Plan beyond the end of the two years, and

WHEREAS, the Employers wish to offer the Plan to Employees,

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, agree as follows:

1. That each party recognizes and understands that the Plan described hereinabove is only being offered for two years.

2. All plan and plan options available prior to this new option are still available and the employee may use whichever option he or she desires. The PPN option is not intended to replace other options under the plan, and the PPN option will not be the only option available at the end of the two year experimental term referred to herein.

3. That the Employers, by offering the Plan, are not setting a precedent nor establishing a practice that would require them to provide services equal to or better than those services provided under the two year Plan at the same cost.

4. The parties further agree that it is in their mutual interests to explore opportunities, such as the opportunity presented by the above-described Plan in an effort to reduce the cost of health insurance. The parties further agree and acknowledge that in this case the opportunity to obtain a savings is limited in scope to the two years of the Plan and that the Employees will not attempt, in any

form, including mediation, arbitration, PERB, or Supreme Court to hold the Employers responsible for providing benefits under the plan after the termination of the Plan.

5. The parties further agree that in light of the large number of Employers and Employee bargaining units involved, that this document may be signed in counterparts.

6. All CASEBP benefits currently enjoyed, prior to the addition of the Plan described above will continue in effect now and after the above mentioned trial period has ended.

APPENDIX C – MEMORANDUM OF UNDERSTANDING MENTOR TEACHER PROGRAM

I. BACKGROUND AND STATEMENT OF PROGRAM

Part 80.3 and 100.2 of the Commissioner's Regulations effective February 2, 2004, stipulate that initial teaching certificate holders must complete three (3) years of satisfactory teaching experience with the first year as a mentored experience, and a Master's Degree in order to attain the Professional Certificate.

The purpose of the Program is to make novice teachers feel welcome, connected and listened to in their new school.

We know that beginning teachers experience many difficulties during their first year of teaching which, if not addressed, could prevent them from reaching their full potential as professional educators. The Association agrees to provide mentors for the Mentor Program as per the Collective Bargaining Agreement.

Mentors can provide experience and guidance in leading and supporting new teachers in instructional, curricular, educational issues, and give suggestions for teaching strategies that have proven successful.

The Mentor Program is designed to give assistance and support to new District teachers through a school-based approach. It is also intended to provide these teachers numerous opportunities to grow professionally. This Program will provide benefits that will have a long-term positive effect on teachers, administrators and most importantly the students.

II. POLICIES AND PROCEDURES

Roles

1. Mentor –

The mentor role is of great significance in the school organization. The District recognizes the importance of the role of the mentor and strives to select experienced, tenured teachers who have demonstrated an understanding of the art and craft of teaching. The committee realizes that the mentor can ease the transition of any teacher, experienced, or inexperienced, to a new school, a new District, and a new community. Mentors lend support and encouragement to the new teacher, providing an open door policy in teaching, so that no first year teacher has to work in isolation.

The unique relationship between the mentor and the new teacher grows out of the needs of the teacher and the District. The mentor and new teacher need a working relationship in which both can grow and learn from each other. In the beginning, the mentor and the new teacher have to establish trust. The mentor must help the new teacher create a safe, confidential environment necessary for honest exchanges to take place. In this collegial relationship, a mentor may help with curriculum needs, building procedures, classroom procedures or District policies.

The mentor and new teacher have the freedom to develop a working relationship beneficial to both of them.

Roles and Responsibilities of the Mentor

The mentor will:

- Participate in all training sessions
- Discuss program goals and objectives with the new District teachers
- Respect confidentiality with new District teachers at all times
- Ease the transition for new District teachers
- Inform the Principal of all goals and activities
- Hold weekly meeting(s) with new District teachers (minimum of once per week)
- Serve as a resource person on all topics within their realm of expertise
- Serve as a role model and professional support person to assist new District teachers in all aspects of adjustment to their new teaching position
- Arrange the classroom visitations for both new District teacher and mentor with the intent of sharing various instructional techniques for beginning teachers
- Coordinate release time for new teachers with the Principal
- Participate in evaluation of the Mentor Program and make suggestions for improvements
- Seek aid of the Principal if serious conflicts arise between mentor and new District teacher

2. New Teacher –

The new teacher is the teacher who is newly hired to teach in the Milford Central School District. It is the expectation of the Mentor Program that all teachers new to the District will be assigned a mentor for two (2) years. In the case of a teacher who has resigned and returned having been previously mentored, the option of having a mentor rests with the returning teacher. In the event that either the mentor or the new teacher wishes to end the relationship, the committee will assign a new mentor.

3. Previously Tenured Teacher –

A new teacher, hired by the Milford Central School District, who has obtained tenure in another District, will be mentored for one (1) year.

Responsibilities of the New Teacher

The new District teacher will:

- Work with their mentors to set their personal goals for the mentor period
- Plan an educational program which will assure them of meeting the requirements for permanent certification (with regard to mentoring), and will enable them to fill in the gaps in their background and preparations
- Meet on a regular basis with the mentor (minimum of once per week)

- Maintain a mentor contact log and any other documents required for the Mentor Program
- Seek aid from the Principal if serious conflicts arise between mentor and new District teacher
- Shall submit all required forms and logs to the District office at the end of each month

III. PROGRAM

A. Mentor Teacher Job Description
B. Mentor Teacher Application
C. Mentor Contact Log
D. Training (to be developed)
E. Compensation (to be negotiated)

MILFORD CENTRAL SCHOOL DISTRICT
MENTOR TEACHER – JOB DESCRIPTION

Job Title: Mentor Teacher

Requirements: Teacher tenured in the Milford Central School District

I. Job Summary

Provide expertise and on-going support for professional growth appropriate to enhance the skills and effectiveness of teacher new to the District.

II. Qualifications

A. Abilities
1. Ability to model effective teaching strategies
2. Ability to work in a collaborative manner
3. Ability to maintain confidentiality
4. Ability to manage time effectively

B. Knowledge
1. Knowledge of research-based effective teaching strategies
2. Knowledge of instructional effectiveness

C. Demonstrated Skills
1. Professional competence
2. Effective verbal and non-verbal communication
3. Interpersonal skills of caring, kindness and understanding

D. Experience
1. Subject area or grade level experience
2. Four (4) or more years of successful teaching experience

III. Responsibilities

A. Attend training as required

B. Provide expertise and on-going support

C. Visit new District teacher's classroom and provide feedback

IV. Terms and Conditions

MILFORD CENTRAL SCHOOL DISTRICT
MENTOR CONTACT LOG

Mentor: _____

New Teacher: _____

School: _____ Year: _____

Date: _____

New Teacher Initials: _____

Date: _____

New Teacher Initials: _____

Date: _____

New Teacher Initials: _____

A. PURPOSE OF MENTORING PROGRAM

Teacher entering Milford Central School District as Initial Educators shall be assigned an approved mentor. Mentors will be a resource for the Initial Educator to observe, confer, provide advice and assistance and overall help teachers succeed during their initial teaching experience in the District.

B. MENTOR CRITERIA

1. A bargaining unit member with a minimum of four (4) years of successful teaching experience in the District and holding New York State permanent certification.

2. Shall be appointed for one (1) year, renewable by agreement.

3. Have completed required mentor training.

C. MENTOR REQUIREMENTS AND RESPONSIBILITIES

1. Mentors are required to assist new teachers with their initial orientation and provide continuing orientation as needed during the school year.

2. Mentors cannot be required or empowered to evaluate any member of the bargaining unit or any other employee in the District.

D. MENTOR LIMITATIONS

Should an ex-member take an administrative/supervisory position he/she can have no involvement in the evaluation of the teacher(s) he/she mentored until that teacher holds a professional license.

E. MENTOR INCENTIVES

1. Mentors shall be paid their hourly rate for their attendance at both the required mentor training and the initial orientation for all new teachers.

2. Mentors should be compensated at the rate of one hundred dollars ($100) per month for the first year, and one hundred dollars ($100) per month for the second year.

3. Any other legally mandated required attendance outside the school day shall be paid at their hourly rate.

F. MENTOR REMOVAL

The mentor may request to be removed from mentoring an Initial Educator. The removal of the mentor will not occur without the Initial Educator being informed. If the mentor no longer wishes to participate, the request shall be granted and the mentor board shall use its best efforts to timely provide a new mentor to the Initial Educator. There shall be no recriminations once the request is made by the mentor.

G. MENTOR PROTECTION

A unit member acting as a mentor will not perform evaluations on bargaining unit members, nor will they be required to testify as a witness in any hearing regarding the discipline, discharge or non-renewal of a novice teacher whom they have mentored, unless the acts concerning which they are being called to testify are non-pedagogical in nature, such as abusive behavior, theft, misuse of District property, etc.

FOR THE ASSOCIATION	FOR THE DISTRICT
ANNE RODE Association President Milford Teachers Association	PETER LIVSHIN Superintendent of Schools Milford Central School District
September 1, 2005 Date	*September 1, 2005* Date

DURATION

This contact shall be effective as of July 1, 2005 and shall continue through to June 30, 2008.

IN WITNESS WHEREOF, this Agreement has been signed by the Superintendent of the Milford Central School District and the duly authorized officers of the Milford Teachers' Association on the 30th day of June, 2007.

FOR THE DISTRICT	FOR THE ASSOCIATION
Superintendent of Schools	MTA President
Board Negotiator	MTA Secretary
Board Negotiator	MTA Negotiator
Board Negotiator	MTA Negotiator

AGREEMENT BETWEEN THE
MILFORD CENTRAL SCHOOL DISTRICT
AND THE
MILFORD TEACHERS' ASSOCIATION

This Agreement, signed this 22nd day of April, 2004, by and between the Milford Central School District and the Milford Teachers' Association.

WHEREAS, the Milford Teachers' Association filed a grievance on September of 2003, concerning the number of duty-free preparation periods for Licensed Teaching Assistants; and

WHEREAS, during the grievance process, the parties hereto wished to resolve the grievance without the necessity of a hearing.

NOW, THE PARTIES, ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

1. All Licensed Teaching Assistants will be given seven (7) duty-free preparation periods, per six (6) teaching days.

2. All other parts of the Collective Bargaining Agreement not specifically noted (Example – Salary, Sick Day Buy-Back) shall also apply to the Licensed Teaching Assistants in the bargaining unit.

FOR THE DISTRICT

Peter Livshin
PETER LIVSHIN
Superintendent
Milford Central School District

April 22, 2004
Date

FOR THE ASSOCIATION

Beatrice Webb
BEATRICE WEBB
President
Milford Teachers' Association

April 22, 2004
Date