Memorandum of Understanding – IEP Development Time

MEMORANDUM OF UNDERSTANDING: This Memorandum of Understanding (MOU) is entered into between the Milford Education Association (MEA) and the Milford School District (MSD) regarding Article 15.21 of the Agreement between the Milford School District Board of Education and the Milford Education Association, DSEA/NEA, Teachers and Paraprofessionals, 2025-2027 (the "Collective Bargaining Agreement").

Purpose:

The parties recognize the importance of providing teachers assigned a special education caseload, as Case Managers, adequate opportunities to prepare legally compliant, educationally meaningful Individualized Education Programs (IEPs). The parties therefore agree to supplement the existing option for approved compensation outside the teacher workday with an option for approved substitute-release time during the workday.

Agreement:

1. Article 15.21 shall be amended for the term of this MOU to read as follows:

   15.21 Teachers assigned a Special Education caseload, as a Case Manager, shall be able to request additional compensation at the State Teacher non-instructional rate upon prior approval of the Superintendent or Designee for document preparation outside of the Teacher workday. Such approval should be limited to a maximum of fifteen (15) hours per semester as approved. In addition, such teachers may request substitute coverage for up to one (1) workday per marking period, not to exceed two (2) workdays per semester, for the purpose of IEP development. Substitute coverage requires prior approval from the teacher's direct supervisor and shall be requested and used in accordance with the District-approved procedures developed collaboratively by MSD and MEA. Approval shall be based on relevant considerations, including the teacher's special education caseload, IEP development responsibilities and timelines, the availability of substitute coverage, and the operational needs of the school. Approval shall not be unreasonably withheld.

2. The substitute-coverage option is separate from, and does not reduce or replace, the existing opportunity to request up to fifteen (15) hours per semester of approved compensation for document preparation outside the teacher workday.
3. Release time approved under this MOU shall be dedicated to IEP development and related case-management documentation. It is not intended for personal leave, general planning, grading, professional learning, or other duties unrelated to the teacher's assigned special education caseload.
4. MSD and MEA shall collaboratively develop and approve the written request, review, approval, scheduling, and recordkeeping procedures used to implement this MOU. The procedures shall identify submission timelines, required information, approval criteria, the process for communicating approval or denial, and any process for rescheduling an approved day when substitute coverage is unavailable.
5. After receiving written approval from the administrator, the teacher shall enter the absence in Frontline using the following exact entry:

Absence reason	School Business
Comment/notes	Article 15.21 - IEP Development Day - Marking Period [1, 2, 3, or 4] - Supervisor Approved
Attachment	Attach or otherwise retain the written supervisory approval in accordance with the District-approved procedures.

6. Nothing in this MOU guarantees substitute availability on a particular date. When an otherwise approvable request cannot be accommodated on the requested date, the direct supervisor and teacher will make reasonable efforts to identify an alternate date within the same marking period. An approved day that cannot be

used because of District operations or substitute unavailability may be rescheduled consistent with the collaboratively developed procedures.

Term and Effect:

This MOU shall become effective upon execution by both parties and shall remain in effect through the expiration of the 2025-2027 Collective Bargaining Agreement, unless modified, extended, or terminated by mutual written agreement. Except as expressly amended by this MOU, all other provisions of the Collective Bargaining Agreement remain unchanged and in full force and effect. This MOU shall be incorporated into any successor agreement only by mutual agreement of the parties.

Non-Precedential Clause:

The compromise reflected in this MOU shall be without precedential value and is not intended to, nor shall it be, construed as an interpretation or modification of the Collective Bargaining Agreement, except as expressly set forth herein.

Signatures:

MEA President: Amy Hira Date: 10/23/26

MSD Superintendent: _____ Date: 10/23/26