

Middletown Board of Education

And

**Middletown Federation of
Teachers**

July 1, 2019-June 30, 2022

January 3, 2019
7154889v2

AGREEMENT

THIS AGREEMENT, is made and entered into by and between the MIDDLETOWN BOARD OF EDUCATION (hereinafter called the "Board") and the MIDDLETOWN FEDERATION OF TEACHERS, AFT LOCAL 1381, AFT-CT, AFL-CIO (hereinafter called the "MFT", or "Federation").

ARTICLE 1

GENERAL

1:1 This Agreement is negotiated under Section 10-153, Connecticut Statutes of the Connecticut General Assembly, as amended, in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage effective and harmonious working relationships between the Board and the MFT and the Professional staff in order that the cause of public education may be best served in Middletown. The parties agree and understand that by entering into this agreement, both parties have an equal obligation to honor and uphold the purpose and intent of this agreement and that it is an agreement that belongs to both parties.

1:2 Despite reference herein to the Board or the MFT as such, each reserves the right to act hereunder by any committee, individual member, or designated representative, professional or lay, whether or not a member. Despite reference herein to the Superintendent, he/she reserves the right to designate the Assistant Superintendent to act on his/her behalf hereunder, except as otherwise provided by law or by Board policy or directive. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolution) of authority so to act.

1:3 Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.

ARTICLE 2

RECOGNITION

2:1 The Board recognizes the MIDDLETOWN FEDERATION OF TEACHERS, AFT LOCAL 1381, AFT-CT, AFL-CIO as the exclusive bargaining representative for all certified employees who are not represented by the Middletown School Administrators Association or employed at the central office of the Board of Education, for the purpose of negotiating with respect to salary schedules, working conditions, personnel policies and other conditions relative to employment.

2:2 The MFT agrees to represent equally all teachers without regard to membership or participation in, or association with the activities of the MFT or any other employee organization. As used in this Agreement, "teachers" refers to all members of the bargaining unit unless the context specifically requires otherwise.

ARTICLE 3

NON-DISCRIMINATION

3:1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, physical or mental disabilities, sexual orientation, gender identity or expression, or other classifications protected by applicable law, political beliefs, activities, or union membership. The provisions of this paragraph are included for informational purposes only, and shall not be subject to the grievance procedure.

ARTICLE 4

MANAGEMENT RIGHTS

4:1 The Board shall exercise the statutory responsibilities, obligations and prerogatives necessary for the proper operation and management of the Middletown school system, and the determination of salaries, hours and all other conditions of employment, including, but not limited to, formulation of the rules and regulations necessary and proper to selection, transfer, assignment, reassignment, supervision, promotion, discipline, control of attendance and general effectiveness of employees.

4:2 The responsibilities, obligations, and prerogatives of the Board are not subject to delegation or surrender in whole or in part; however, the same shall not be exercised in such manner as to be inconsistent with the specific terms and provisions of this Agreement and the General Statutes of Connecticut. No action taken by the Board with respect to such responsibilities, obligations and prerogatives, other than as expressly provided for elsewhere in this Agreement, shall be subject to any grievance procedure.

ARTICLE 5

FEDERATION RIGHTS

5:1 No reprisals of any kind shall be taken by the Board against any teacher by reason of his/her membership in any teacher organization or participation in its activities.

5:2 Teachers shall have the opportunity to review and discuss any evaluation reports with their supervisors.

5:3 If negotiation meetings between the Board and the Federation are scheduled during normal working hours of a school day, representatives of the Federation shall be relieved from all regular duties without loss of pay as is necessary to permit their attendance at such meetings. The Federation and its officers recognize and agree that this privilege shall not be abused.

5:4 The Board shall provide notice to the President of the Federation of all approved changes to Board of Education policies when such changes occur. The entire policy manual of the Board of Education is available on line at <http://www.middletownschools.org>.

5:5 The Board shall make available to the Federation, within a reasonable time from its request, public information, statistics and records which are necessary for negotiations.

5:6 All Employees may join the MFT.

5:6.1 The MFT shall establish and notify the Board in writing of the amount of MFT dues. The Board agrees to deduct said dues from the salaries of the members of the Unit who have authorized such deductions in writing in accordance with Article 22 (Payroll Procedure), Paragraph 22:4.3.

5:6.2 The Federation shall indemnify and hold harmless the Board of Education against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, the administration or enforcement of the provisions of this Section 5:6.

5:7 Any suspension or reduction in rank or compensation shall be only for just cause.

5:8 The Board shall provide notice to the MFT President or designee of any new hires into the bargaining unit throughout the school year. The MFT shall continue to be granted access to new hires during new employee orientation.

ARTICLE 6

TEACHING HOURS AND TEACHER LOAD

6:1 The Board and the MFT recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the scheduled teacher working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system. Therefore, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional services above and beyond contract requirements as aforesaid, the schedules set forth below are hereby adopted. Nothing in this Article shall be construed to limit the Board's unilateral right to alter the scheduling of the student day. If the Board exercises its unilateral right to alter the scheduling of the student day, the parties shall bargain over the impact of such change, if any, on the provisions of this Article.

6:2 For all teachers:

6:2.1 The teachers' scheduled work day shall be as follows: four hundred and thirty-six (436) minutes total; inclusive of the students' instructional time, student supervision time, preparation time, time designated by the administration for meetings or other activities in support of the instructional program, and a duty-free lunch. Effective

in the 2020-21 school year, the scheduled work day shall be four hundred and forty-six (446) minutes total.

6:2.2 The starting and dismissal times of all schools shall be established by the school administration. In keeping with the concept of teacher professional responsibilities, each teacher is expected to be at his/her work station and/or classroom ready to perform his or her assigned responsibilities at the commencement of the scheduled teacher working day.

6:2.3 Any time during the scheduled teacher work day not assigned as student instructional time, preparation time or duty free lunch time, may be utilized by the administration for meetings, student supervision and other activities in support of the instructional program.

6:2.4 All teachers shall have an uninterrupted, duty-free lunch period equivalent to the length of the students' lunch period at the building at which the teacher is located.

6:2.5 All teachers are expected to be available after pupils are dismissed for the purpose of assisting pupils who request instructional assistance, especially when late buses are scheduled for that purpose.

6:2.6 Teachers shall not be required to attend more than thirty-five (35) meetings before or after the students' work day, per year for building, department, grade level or system-wide purposes. Such meetings shall be conducted within a reasonable time frame, normally not to exceed one (1) hour. The parties recognize that, under emergency circumstances, teachers may be required to attend additional meetings and/or more lengthy meetings.

6:2.7 The Board may, from time to time, schedule partial student days during the school year, for professional purposes, including but not limited to providing professional development activities for teachers, SRBI, data team time, professional learning, teacher collaboration at the elementary level, and other activities as determined by the administration in support of the educational program. Commencing July 1, 2019, there shall be five (5) Professional Development Elementary (PDE) and Secondary (PDES) days.

6:3 For preschool teachers:

6:3.1 At the pre-school level, during all full school weeks, the administration shall provide a minimum of two hundred and twenty (220) minutes of preparation time per week. To the extent feasible, the administration shall provide such time in blocks of at least thirty (30) minutes in length. During partial school weeks, or partial school days, as reflected on the published school calendar, the administration shall provide a reduced amount of preparation time.

6:4 For all K-12 teachers:

6:4.1 At grade levels K-12, during all full school weeks, the administration shall provide a minimum of two hundred and twenty-five (225) minutes of preparation time per week, in blocks of no less than thirty (30) minutes in length. Up to forty-five (45) minutes of such preparation time may be designated by administration each week at grades K-5 as collaborative planning time, professional learning time or data team meetings with other teachers. During partial school weeks, or partial school days, as reflected on the published school calendar, the administration shall provide a reduced amount of preparation time.

6:4.2 All K-12 teachers must be available to attend evening parent-teacher conferences two (2) times per year, with each session to be three (3) hours in length.

6:5 For elementary school teachers:

6:5.1 Bargaining unit members working at the elementary school level shall not be required to provide supervision for students' lunch or recess.

6:6 For middle school teachers:

6:6.1 While the middle schools are operating on an eight (8) period daily schedule, either three (3) double block classes or six (6) classes per day shall be the normal teaching assignment.

6:7 For high school teachers:

6:7.1 While the high school is operating on an eight (8) period rotating schedule, five (5) classes shall be the normal teaching assignment for the subject matter teachers teaching core academic subjects at the high school level. However if the administration finds it necessary to assign six (6) classes for subject matter teachers teaching core academic subjects, whether voluntarily or otherwise, the teacher may be assigned to teach a sixth class. In such circumstances, such subject matter teacher teaching core academic subjects shall be relieved of a data team or duty period. For high school teachers teaching other than core academic subjects, six (6) classes shall be the normal teaching assignment, however, the administration may assign such teachers five (5) classes at its discretion.

6:8 For middle and high school teachers:

6:8.1 High school and middle school teachers shall not be involuntarily assigned classes requiring more than three (3) different subject preparations per day.

6:8.2 High school and middle school teachers in subjects other than Music, Physical Education, Band and Chorus shall have a maximum load of one hundred and thirty (130) students per academic term.

6:8.3 While the high school is operating on an eight (8) period rotating schedule on an eight (8) day cycle, and the middle schools are operating on an eight period daily schedule, when an additional academic assignment that requires a teacher at the middle school or high school level to teach seven (7) classes is offered by the administration and accepted by the teacher, or mandated through this process, then such additional assignments shall carry a salary differential of \$9,500.00 a year. In such circumstances, when the teacher is assigned to teach seven (7) classes, the administration shall provide proportionately reduced weekly preparation time.

6:8.4 For the purposes of this collective bargaining agreement, core academic subjects shall be defined as English/Language Arts, Math, Science and Social Studies.

6:9 For adult education teachers working on an hourly basis:

6:9.1 The provisions of this Article do not apply to adult education teachers working on an hourly basis.

ARTICLE 7

TEACHING ASSIGNMENTS AND TRANSFERS

7:1 The following transfer and assignment paragraphs apply to all teachers except special area teachers (Art, Music, PE/Health, Library Media), pupil personnel staff and special education teachers:

7:1.1 A "transfer" is defined as the movement of a teacher from one building to another within the school district. The transfer of teachers within the school system is the responsibility of the Superintendent or his or her designee. An "assignment" is defined as the grade level or subject matter taught by a teacher within a single building. The assignment of teachers within a school building is the responsibility of the building principal or his or her designee. "Seniority" shall be defined as a teacher's length of systemwide services in Middletown beginning with a teacher's most recent date of hire in the Middletown school system. A teacher shall accumulate seniority from year to year, teaching in any school in Middletown, and a teacher shall not lose seniority because the teacher may have transferred from one school to another or from one position to another.

7:1.2 Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned or transferred, the grade level(s), trades and/or subjects that they will have, as soon as practicable and under normal circumstances not later than July 1, provided that in the event of a change of circumstances or conditions such assignments may be changed as required to meet the situation.

7:1.3 Any teacher who has been employed by the Board and wishes to be considered for a transfer to a position(s) which is vacant or may become vacant in another building for which s/he is certified and qualified shall follow the following procedures:

7:1.4 The teacher shall indicate his/her interest in such a transfer or transfers on or before March 1st of the preceding school year. All teachers who wish to be considered shall indicate the building or building(s), grade level(s) and/or subject area(s) into which they wish to transfer on a form provided by the Human Resources Office for this purpose. Any teacher who has tendered his/her irrevocable notice of retirement to the Human Resources Office on or before March first of the preceding school year shall not be subject to an involuntary transfer in his/her last three (3) years of employment (except as set forth below in Section 7:1.12).

7:1.5 Any teacher who wishes to be considered for a transfer shall also submit a letter of interest regarding each position, and a sample lesson plan.

7:1.6 The Superintendent or his/her designee shall appoint a committee of district administrators from both the Central Office and the schools, to review all transfer requests and the personnel files of all teachers requesting transfers. The committee shall consider the following factors in determining whether to grant a transfer request: previous experience in the grade level and/or subject matter of the position; performance evaluations; certification and other qualifications for the position; quality of the sample lesson plan; and other relevant experience. The final decision as to whether to award a transfer to a teacher seeking a vacant position shall be based upon the best interests of the school system as determined by the Superintendent or his or her designee.

7:1.7 Teachers who have requested a transfer shall be notified on or before April 15th as to the decision on transfer requests. If a teacher's request is granted, he or she shall be appointed to the requested vacancy at the beginning of the next school year, should such a vacancy arise before the opening of the following school year. In the event that more than one teacher's transfer request has been granted, and only one vacancy occurs in the requested building and/or subject area, the teacher with more seniority shall receive the vacancy.

7:1.8 Any teacher granted a transfer pursuant to this procedure shall be ineligible to seek another transfer for three (3) school years.

7:1.9 Representative(s) of the review committee shall meet with each teacher whose request for transfer was not granted, upon the request of the teacher.

7:1.10 When the Superintendent determines that an involuntary transfer is appropriate, the Superintendent or his/her designee shall confer with the Federation President, and may make the involuntary transfer after such consultation for due and sufficient cause.

7:1.11 Vacancies arising during the school year shall be posted either when they arise or for the following academic school year at the option of the Superintendent. Vacancies resulting from lateral transfers need not be posted. Any postings required pursuant to the terms of this paragraph shall be for a period of one (1) week.

7:1.12 Exceptions to the provisions of Paragraph 7:4, 7:1.10, and 7:1.11-above may be made if the Superintendent determines that it is necessary to do so in the best interest of the teacher and/or schools affected.

7.2 The following transfer and assignment procedures apply to all special area teachers (Art, Music, PE/Health, Library Media), pupil personnel staff and special education teachers:

7:2.2 Any such teacher who has been employed by the Board who wishes to be considered for a transfer to a position(s) which is vacant or may become vacant for which s/he is certified and qualified shall indicate his/her interest in such a transfer or transfers on or before March 1st of the preceding school year. All teachers who wish to be considered shall indicate the building or building(s), grade level(s), and/or subject area(s) into which they wish to transfer on a form provided by the Human Resources Office for this purpose.

7:2.3 When involuntary transfers are necessary, the teacher(s) selected for such transfer will be selected by the administration on the basis of the following criteria: (1) the qualifications of the teachers and (2) the best interests of the students and school system, as articulated by the Superintendent or designee. If the Superintendent or designee determines that these factors are equal, then the teacher's seniority shall determine the teacher to be involuntarily transferred.

7:2.4 In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable. Reimbursement for travel will be in accordance with Article 27 (Miscellaneous), Paragraph 27:6. Teachers assigned to two or more schools shall not be assigned any duties on any day when they travel between schools.

ARTICLE 8

VACANCIES

8:1 The Board of Education is committed to employing the very best personnel for each and every position in the school system and places no geographic restriction on the administration in fulfilling this goal. However, the establishment, filling or elimination of any and all positions, including stipend positions, remains the sole prerogative of management.

8:2 Regular School Programs

8:2.1 All vacancies in bargaining unit positions caused by death, retirement, discharge, resignation, or by creation of a new position shall be filled pursuant to the procedure set forth in Article 7 above.

8:2.1-1 No person shall hold more than one (1) concurrent stipend position unless no other demonstrably better qualified applicant is available. Staff members

holding more than one (1) stipend position currently shall not be subject to the above restriction excepting that such members shall not be eligible for additional stipend positions unless no other demonstrably better qualified applicant is available

8:2.1-2 Stipend positions shall be posted prior to the expiration of this Agreement.

8:2.1-3 Stipend positions shall be filled by the most qualified applicant, as determined by the Superintendent or designee.

8:2.1-4 By written notice issued by the June 1 immediately prior to the expiration of this Agreement, the Superintendent may decide not to reappoint the incumbent teacher to a stipend position for the next school year for valid educational reasons. In any grievance over involuntary removal from or lack of reappointment to a stipend position, the applicable standard shall be whether or not the Superintendent's decision was arbitrary and capricious.

8:2.1-5 During the term of this Agreement, no teacher shall be involuntarily removed from a stipend position except for just cause.

8:3 Special School Programs – Adult Education, Summer School and Home-Bound Instruction.

8:3.1 The Board and the Federation recognize that these programs are as important to the total school system as the regular school programs and agree that it is absolutely essential that the best possible personnel be employed in them.

8:3.2 Where possible, preference for employment will be given to those people already employed by the school system. However, in those instances where it is clearly demonstrated that the pupil and the school system can best be served by someone not employed in the school system, this person shall be engaged to perform this function. In selecting persons, consideration will be given to the person's over-all record of performance, length of service to the local system and prior experience in the specific program in which employment is sought. Nothing herein shall be construed to govern conditions of employment of persons employed in special school programs, but not otherwise employed in the school system.

8:3.3 All vacancies for the Adult Education, Summer School Programs, curriculum projects, and other related projects shall be filled by the Superintendent or his or her designee.

8:3.4 Adult Education.

8:3.4-1 Teachers working in those Adult Education Programs that require adult education certification shall be compensated at the rate in effect as set forth in Appendix D-2.

8:3.4-2 Teachers working in other Adult Education Programs shall be compensated at the rate in effect as set forth in Appendix D-2.

8:3.5 Summer School Program.

8:3.5-1 Compensation for teachers in the Summer School Program shall be at the rate in effect as set forth in Appendix D-2.

8:3.5-2 Persons applying for Summer School Programs should apply in writing, not later than April 1 preceding the start of the program. Notification of appointment will be made as soon as possible.

8:3.6 Home-Bound Instruction Program

8:3.6-1 Persons applying for the Home-Bound Instruction Program shall submit their names to the Superintendent's Office prior to October 1 of each school year.

8:3.6-2 Compensation for teachers in the Home-Bound Instruction Program shall be in effect as set forth in Appendix D-2.

8:4 Curriculum Projects, etc.

8:4.1 Compensation for teachers working in the summer on curriculum projects and other work related projects, as specially assigned by the administration, shall be in effect as set forth in Appendix D-2. Any language translation work performed outside the workday shall be compensated at the same rates as outlined in Appendix D-2.

8:4.2 All curriculum projects and other work related projects shall be voluntary in nature.

8:5 Staff Development.

8:5.1 Compensation for teachers involved in summer and vacation time staff development projects shall be as set forth in Appendix D-2.

8:5.2 All such teacher involvement shall be voluntary in nature.

ARTICLE 9

TEACHER FACILITIES

9:1 The Board of Education will provide in each school the following:

9:1.1 Space in each classroom in which teachers may store instructional materials and supplies.

9:1.2 A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials. For teachers who are not assigned to one classroom, access to a portable computer shall be provided.

9:1.3 An appropriately furnished room to be used as a faculty lounge (said room to be in addition to the aforementioned teachers' workroom).

9:1.4 Well-lighted and clean teachers' rest rooms.

9:1.5 To the extent feasible in existing buildings and in designing new buildings, a system whereby teachers can effectively and expeditiously communicate with the building office in the event of an emergency.

9:1.6 All buildings shall be accessible to teachers at least one week prior to the first teacher workday of the new school year.

ARTICLE 10

CLASS SIZE

10:1 The preferred maximum class size for Kindergarten and Grade 1 shall be twenty-two (22) pupils, and for other elementary grades, twenty-five (25) pupils.

10:2 At the secondary level, the preferred maximum for academic classes shall be twenty-five (25) pupils, and for special areas, as many pupils as sound educational practices dictate.

10:2.1 Physical education classes shall have a preferred maximum of 25 pupils per teacher.

10.3 Secondary Guidance staff at each school shall cooperate to establish equitable caseloads. The parties agree that the preferred maximum caseload for secondary guidance staff shall be 250 students.

ARTICLE 11

TEXTBOOKS

11.1 Recognizing the statutory responsibility of the Board for the provision of textbooks and also the professional competence and skills of the staff in relation to textbook selection, the determination of textbooks to be used in the schools shall be arrived at through the recommendations of committees which include teachers and administrators subject to final approval by the Board. This section shall not be subject to the grievance procedure.

ARTICLE 12

PROTECTION

12:1 Members of the Unit shall immediately report to their principal in writing all cases of assault suffered by them in connection with their employment.

12:2 Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the member of the Unit for information in its possession not privileged under law which relates to the incident or persons involved.

12:3 The Board shall provide competent legal counsel and shall protect and save harmless any member of the Unit from financial loss and expenses, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, provided such member of the Unit, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board.

12:4 Whenever criminal proceedings are brought against a member of the Unit, the Board shall furnish legal counsel upon request of such member to defend him provided, however, that any such criminal proceedings do not involve crimes against the City of Middletown or the Board of Education, and arise out of and are within the course and scope of a member's employment. Where the Board fails to provide counsel when obligated then it shall reimburse the member for reasonable counsel fees provided he/she is not convicted of a criminal offense in any such criminal proceedings.

12:5 Whenever a member of the Unit is absent from school as a result of personal injury, compensable under the Connecticut Workers' Compensation laws, and caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full contractual salary rate for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this paragraph shall be reduced by the amount of worker's compensation award for temporary disability due to the said assault for the period for which such salary is paid. The Board shall have the right to have the member of the Unit examined by a physician designated by the Board

for the purpose of establishing the length of time during which the member of the Unit is temporarily disabled from performing his/her duties; and in the event that there is no adjudication in the appropriate worker's compensation proceeding for the period of temporary disability, the opinion of said physician as to the said period shall control.

ARTICLE 13

ACCIDENT BENEFITS

13:1 Where a teacher is absent from school as a result of accidental injury (caused by other than an assault), compensable under the Worker's Compensation Laws of the State of Connecticut the teacher's benefits shall be as follows:

13:1.1 All related medical costs, in accordance with the Worker's Compensation Statutes as provided;

13:1.2 Full payment, minus insurance company payments, for the first thirty (30) school days during any fiscal year or related to a specific accident, whichever is applicable, to the teacher's advantage, and thereafter to the extent of a teacher's accumulated sick leave, unless the teacher instructs the central office to the contrary, in which case Paragraph 13:1.3, shall govern;

13:1.3 Insurance compensation payments according to the insurance company formula, until such time as the teacher returns to regular duty.

ARTICLE 14

SICK LEAVE

14:1 Each member of the Unit is entitled to sick leave with full pay up to fifteen (15) working days in each year. A member of the unit who was hired prior to July 1, 2003 shall be entitled to twenty (20) working days in each year after attaining tenure. When tenure is attained after the start of the school year, the twenty (20) working days shall become effective with the start of the following school year. Unused sick leave shall be accumulated from year to year so long as the member of the Unit remains continuously in the service of the Board, up to but not in excess of the number of days in a teacher's work year, unless increased by State Statutes.

14:2 In the event of absence of a member of the Unit for illness or injury in excess of three (3) consecutive working days, the Superintendent or designee may require a medical opinion regarding the member's illness. A teacher who uses fifteen (15) days of sick leave in any school year may be required by the Superintendent to submit a doctor's certificate for subsequent absences. In addition, the Superintendent or his or her designee may require a teacher to attend a meeting, which may include the President of the MFT or his or her designee, if the Superintendent or his or her designee has reasonable concerns about the teacher's attendance. Nothing in this section shall prohibit disciplinary action against a teacher for attendance issues, provided that such discipline shall be subject to the provisions of Article 5, Section 5:7. However, the parties recognize

that the procedures set forth in this paragraph must precede any disciplinary action concerning use of sick leave.

14:3 Each teacher shall be notified by November 15 of each school year of his/her total accumulated sick leave.

14:4 Any teacher who plans to use sick leave to undergo surgery shall provide the Board with a doctor's note indicating the date of the surgery and the anticipated length of leaves at least four (4) weeks in advance of the date on which the surgery is scheduled. The provisions of this paragraph shall not apply to any surgery that must be performed on an immediate, emergency basis, including but not limited to an appendectomy. In the event that such emergency surgery must be scheduled with less than four (4) weeks' notice, the teacher shall provide as much notice of the surgery as possible. Teachers shall attempt to schedule medical procedures over which they have control during the summer months and school vacation periods.

ARTICLE 15

LEAVES OF ABSENCE

15:1 Upon approval of the Superintendent, each member of the Unit shall be entitled to the following leaves of absence without same being charged against sick leave under Article 14 (Sick Leave) and with full pay, unless otherwise noted.

15:1.1 Up to two (2) emergency days per year for activities over which the member has no control and which require absence from assigned responsibilities. When approved leave requires travel in excess of five hundred (500) miles each way, an additional two (2) days for travel may be allowed.

15:1.1-1 "Leave" may be granted at the discretion of the Superintendent or designee for matters of personal convenience or pleasure; such leave will not be granted with full pay. Deduction, depending upon the circumstances, may be either full or partial (the difference between the Member's pay and the pay of the substitute; or what a substitute would be paid if one was required).

15:1.1-2 Prior approval must be received for all leaves (other than sick leave) except in those instances where the nature of the "emergency" makes it impossible to receive prior approval.

15:1.2 Up to a total of five (5) days bereavement leave, on each occurrence, for death of an immediate family member of the member of the Unit or of an immediate family member of his/her spouse. For purposes of this provision, immediate family shall be defined as spouse, child, parent, grandparent, brother, or sister. Leave under Paragraph 15:1.1, hereinabove, may be granted to attend funerals of persons not covered by this paragraph.

15:1.3 Up to a total of three (3) days for major religious holidays.

15:1.4 One (1) Personal Day for which no approval is required per year can be used for necessary, private personal business that cannot be transacted outside of the regular work day. This day shall not be used either the day immediately preceding a school vacation, a day immediately following a school vacation, a day immediately preceding a school holiday, a day immediately following a school holiday. Five (5) days' notice of the intent to use a Personal Day must be given to the Principal unless circumstances prevent it.

15.2 Upon approval of the Superintendent, each teacher shall be entitled to utilize up to fifteen (15) of his/her accumulated sick days per year, with full pay, for sickness, injury, or quarantine in the immediate family or household, provided, however, any such leave shall be supported by a certificate of an attending physician verifying that such teacher's absence from work is medically necessary, and shall be charged against the member's sick leave. Any such leave shall run concurrently with FMLA qualifying leave.

15:3 Leaves and rate of pay not covered by this Article may be granted and set at the sole discretion of the Superintendent.

15:4 The Superintendent may grant leave at no loss of pay to members of the Unit for the following:

15:4.1 Attending education meetings which have direct value to the pupils;

15:4.2 School visitations which have been planned in advance;

15:4.3 Serving the local, state or national Federation.

15:5 Leaves of absence for professional study are to be at the sole discretion of the Board.

ARTICLE 16

CONDITIONS RELATING TO MATERNITY

16:1 A teacher who has become disabled as a result of pregnancy, miscarriage, abortion, childbirth, or recoveries therefrom, shall upon her written request be placed on sick leave with pay (to the extent available under Article 14 - Sick Leave) for the duration of her disability.

16:1.1 Leave shall begin when, in the opinion of her doctor, she is no longer able to perform the normal duties of her position.

16:1.2 Leave shall expire when, in the opinion of her doctor, she is physically able to return to the normal duties of her position.

16:1.3 Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

16:2 Any teacher who is expecting a child, or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, shall be entitled to elect either of the following leave provisions, provided written request for such leave is submitted at least sixty (60) days prior to its anticipated commencement.

16:2.1 Option A - Long term leave without pay commencing at the beginning or mid-point of the school year, or in the case of a father or adoptive parent, commencing on the date the child arrives. Such leave shall expire at the end of the school year in which it commences, or at the option of the teacher who has acquired tenure and who commences such leave at or after the mid-point of a school year, shall expire at the end of the following school year.

16:2.2 Option B - Long term leave without pay for the entire school year or half school year in which the child is expected to arrive.

16:2.3 Long term leave without pay will not be granted because of the birth or adoption of a child while the teacher is on long term leave without pay because of the birth or adoption of another child.

16:3 Short-term disability leaves under Paragraph 16:1 above, shall be treated in the same manner as illnesses for the purpose of salary, insurance, and all other job-related purposes. Long term leaves of absence under Paragraph 16:2 above, shall be without pay. All insurance benefits as provided in Article 17 (Insurance) of this Agreement shall continue and be in effect for any teacher during any short-term disability leave of absence. Any teacher who takes a long-term leave of absence without pay pursuant to Paragraph 16:2 above of twelve (12) weeks or less in length shall be entitled to continue participation in the insurance benefits provided in Article 17 at the Board's expense.

16:4 A teacher who takes leave in accordance with this Article shall be advanced, nevertheless, on the salary schedule of the next year, provided, however, that he or she works for more than fifty percent (50%) of the school year during which he or she was on leave.

16:5 Upon return, a tenured teacher shall be assigned to her former position. A non-tenured teacher shall be assigned to her former position or an equivalent position at the discretion of the Superintendent. However, a teacher classified as eligible for return under this Article shall not thereby obtain rights superior or inferior to those rights such teacher would have had under the reduction in force and recall provisions of this contract (said rights to be determined as if the teacher had not received a leave of absence under this contract).

16:6 Any teacher on a long-term leave must provide written notification to the Superintendent or designee indicating an intent to return to his/her position. Such notification must be provided prior to March 1st of the school year prior to the school year for which the teacher intends to return. Failure to provide such notification on a timely basis shall be considered a resignation of the teacher's employment with the district.

ARTICLE 17

INSURANCE

17:1 The following health insurance and prescription coverage is available to members of the bargaining Unit, their spouses and their children as may be required by law according to their enrollment based upon the provisions set forth herein below:

17:1.1 Health Insurance/Prescription Program(s): Full time teachers shall be offered the health insurance plans described in summary form in Appendix E-1.

17:1.2 Premium Cost Share for HDHP Plan: Members of the bargaining unit enrolled in the HDHP Plan shall pay by payroll deduction twenty percent (20%) of the premium cost for such coverage for the period July 1, 2019 through June 30, 2022.

17:1.3 **Family Security**: For employees hired on or before June 30, 2016, continuation of all of the benefits as provided herein for a period of two (2) years after date of death of the employee at no cost to the employee's family.

17:1.4 **Retirees**: All teachers under age sixty-five (65), and those over age sixty-five (65) who are not eligible for Medicare, shall be allowed upon retirement to purchase at no cost to the district the coverage provided to active teachers, at group rates as designated by the carrier in accordance with state law as it may be amended from time to time. Such coverage shall be subject to change in the same manner and at the same time as changes may be made for actively employed members of the Unit, so the Board is not required to maintain a separate health insurance plan for retirees only.

17:2 **Term Life Insurance**: The Board shall pay full premium:

17:2.1 In years one through three of service in Middletown: five thousand dollars (\$5,000) coverage.

17:2.2 Effective with the start of the fourth year of service in Middletown: an amount equal to the teacher's annual salary rounded to the nearest thousand dollars (\$1,000).

17:3 **Dental Care Benefits**: The Board shall provide and pay for individual and family coverage for employees under the current Plan II Dental Program. The Board may revise the current plan to add a \$10 co-payment and/or a \$50/individual (\$100/family) annual deductible. Members of the bargaining unit enrolled in the dental plan shall pay by payroll deduction at the premium cost share percentage applicable to the HDHP plan outlined above.

17:4 The Board may substitute insurance carriers as it sees fit so long as the new carrier provides reasonably comparable coverage and administration. Disputes as to comparability shall be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator or as appointed in accordance with the rules of the American Arbitration Association. The Arbitrator selected shall be selected from a pool of arbitrators who are experienced in matters of insurance coverage. No changes

regarding carriers shall occur until at least sixty (60) days after the Board serves notice of intent to make such change, unless otherwise mutually agreed.

17:5 The Board shall maintain a Section 125 plan to permit members of the bargaining unit to make premium cost share payments with pre-tax dollars. While the insurance plan is the State Partnership Plan, the Board will provide for pre-tax treatment of unreimbursed medical expenses (\$2,000 limit) and dependent care expenses (\$5,000 limit), subject to any applicable federal and state laws and regulations. While the insurance plan is the HDHP, the Board will provide a limited purpose FSA for dental and vision benefits. The Board reserves the right to use a third party to administer the Section 125 plan.

17:6 The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. The parties recognize that the excise tax may go into effect prior to 2020 and that the timing of the imposition of the tax is not within the parties' control. In the event that the tax is scheduled to go into effect during the term of this Agreement, the parties agree to commence negotiations in accordance with the Teacher Negotiation Act, to determine insurance provisions for the contract year in which the excise tax goes into effect. During such negotiations, the parties will reopen Article 17 (including the related appendices of the contract) for the purpose of addressing the impact of the excise tax and negotiating insurance benefits. No other provision of the contract shall be reopened during such negotiations.

17:7 Subject to the conditions set forth below, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits in lieu of the health benefits described in Section 17:1.1 above and in Schedule E-1. The Partnership 2.0 Plan design and co-payments shall be specified by the State of Connecticut. The MEDICAL PLAN SUMMARY is published by the State and described by the State and attached hereto as Exhibit A. The DENTAL PLAN SUMMARY is attached hereto as Exhibit B. The Board and the Federation recognize that State of Connecticut may unilaterally change the plan design and co-payments of these plans. The Partnership Plan 2.0 vision rider will not be offered. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

17:7.1 The premium rates will be established by the State of Connecticut for single, employee + 1 and family, and for actives, pre-65 actives, Medicare retirees and post-65 non Medicare eligible retirees, and blended to provide a uniform rate across categories for actives and retirees. This may result in active teachers paying a higher premium than the active rates posted on the State of Connecticut website and retirees paying less than the retiree rate listed.

17:7.2 The employee percentage share of such premium cost shall be as set forth above in Section 17:1.2. Premium rates shall be inclusive of medical, RX, dental

and all administrative fees incurred by the Board, and shall be established by the State of Connecticut for the relevant July 1 through June 30 period.

17:7.3 The parties acknowledge that the Partnership Plan 2.0 contains a wellness component referred to by the State as the Health Enhancement Program (“HEP”). All employees participating in the Partnership Plan 2.0 will be required to participate in HEP and subject to its terms and conditions.

17:7.4 All employees will be required to complete any documentation required to enroll in the Partnership Plan 2.0 and HEP.

17:7.5 In the event that the Partnership Plan 2.0 administrators impose a HEP non-participation penalty on the basis of an employee’s non-compliance with the terms of the HEP or any non-compliance on the part of any individual covered under the employee’s insurance, any such penalty shall be fully paid by the non-compliant employee, by payroll deduction.

17:7.6 The parties acknowledge that the Board has a management right to leave the Partnership Plan 2.0 at any time for a new plan or carrier, so long as it provides reasonably comparable coverage and administration to those described in the collective bargaining agreement between the parties. The parties agree that the Board shall use the plan offerings (including dental) in the current Agreement (described above) as the baseline for determining whether the standard for “reasonably comparable” coverage is met. In the event that the Board decides to leave the Partnership Plan 2.0, in addition to providing the Federation with information about the “reasonably comparable” coverage that the Board will be implementing pursuant to the Agreement in lieu of the Partnership Plan 2.0, the Board agrees to provide the Federation with cost information related to Board’s decision to exit the Partnership Plan 2.0.

ARTICLE 18

SALARIES

18:1 Salary Schedule for Members of the Bargaining Unit:

18:1.1 The schedule for the fiscal years commencing July 1, 2019 and terminating June 30, 2022, shall be set forth in Appendix A, which is attached hereto and expressly made a part of this Agreement.

18:1.2 Persons with advanced degrees or graduate study (as defined in Paragraph 18:2 hereof) will receive additional compensation by reason of such degrees or graduate study as set forth in the aforesaid Appendix.

18:1.3 Position differentials will be paid to the persons in the amounts set forth in Appendices B, C and D attached hereto and expressly made a part of this Agreement. Hourly wages for the extra duty positions set forth in Article 8 will be paid to the persons in the amounts set forth in Appendix D-2 attached hereto and expressly made a part of this Agreement.

18:1.4 All members of the Unit shall be placed on the appropriate lane and step in the salary schedule, taking into consideration the following:

18:1.4-1 Degree status as defined in Paragraph 18:2.

18:1.4-2 Full credit for one (1) step may be awarded for each ten (10) school months of previous teaching experience in public, private, elementary and/or secondary, and military dependency schools, provided that such experience shall have continuous service of at least five (5) school months of any school year. Intermittent or short-term substitute service shall not be credited as previous teaching experience. The Superintendent may give additional step credit to teachers hired into shortage areas as designated by the Commissioner of Education.

18:1.4-3 Up to two (2) years full credit for corresponding service in the Peace Corps, Americorp, or Vista.

18:1.4-4 Not more than four (4) years full credit for active service in the Armed Forces of the United States, with an honorable or medical discharge.

18:1.4-5 Comparable professional experience up to five (5) years may be credited for salary schedule placement purposes. Such credit shall be recommended by the Superintendent.

18:2 Definitions of Degree and Advanced Graduate Study:

For the purposes of this article, "accredited college or university" shall mean an institution for which the State Department of Education will grant credit for certification purposes.

18:2.1 Bachelor - A baccalaureate degree earned at an accredited college or university.

18:2.2 Master:

18:2.2-1 A Master's degree earned at an accredited college or university.

18:2.2-2 Completion of thirty (30) credits beyond the baccalaureate degree in a program approved by the Equivalency Committee, on or before July 1, 1994.

18:2.2-3 Notwithstanding any provision of Board Policy, the fifth year equivalency is available only to teachers hired prior to July 1, 1994. Teachers hired on or after that date must have a full Master's degree in order to qualify for the fifth year or MA salary track found in Appendix A.

18:2.2-4 Any teacher hired before 2016 who has two (2) bachelor's degrees shall be placed on the equivalent 5YR/MA salary lane.

18:2.3 Sixth Year - A second Master's degree or thirty (30) credits beyond the Master's degree in a program approved by the Equivalency Committee, or a Sixth Year certificate.

18:2.4 Doctorate - A doctor's degree (i.e., Ph.D. or Ed.D) earned at an accredited college or university.

18.3 Movement to a higher salary lane on the basis of receipt of an additional degree or credits shall be effective the school year following the Board's receipt of documentation of the teacher's completion of the degree program and/or credits received, as described in this paragraph. In order to qualify for lateral movement on the salary schedule, the teacher must provide written notification to the Human Resources Office prior to November 1st of the year prior to the year in which the lateral move will go into effect, and all transcripts documenting completion of degree and/or credit requirements must be received by the Human Resources Office no later than August 1st.

18:4 The salaries provided in Appendix A attached hereto are based upon an employment year consisting of one hundred eighty (180) full school sessions as defined in Connecticut General Statute, Section 10-15 and 10-16, plus four (4) work days when school is not in session. If additional work days are added to the employment year as defined above, teachers will be compensated by an additional per diem prorated by dividing the salaries set forth in Appendix A1, A2 and A3 by one hundred eighty-four (184).

ARTICLE 19

SUBSTITUTE TEACHING

19:1 After forty (40) school days in the same teaching assignment, certified substitute teachers shall be covered by all the terms of this Agreement (except Articles 7 - Teaching Assignments, Transfers and 8 – Vacancies, Article 17, and Article 24, Reduction in Teaching Staff) for the duration of the assignment and shall be represented by the Federation. The Board may offer long-term substitutes covered by this Agreement such health insurance benefits as may meet the requirements of law, on terms and conditions of law to be determined by the Superintendent or designee in his/her discretion. Individuals hired as long-term substitutes shall be paid on BA Step One for the duration of the assignment.

19:2 A regularly employed teacher shall not receive additional compensation for taking the place of an absent colleague during an emergency situation. An emergency situation shall exist when a teacher is obligated to leave the building or his/her classroom during any part of the school day because of sickness or other personal reasons.

19:3 If a teacher is absent from school for a full day and a substitute cannot be obtained, teachers covering a class:

19:3.1 Shall be paid at the rate of thirty-five dollars (\$35.00) per class period. Payment for class periods shorter than forty-five (45) minutes shall be prorated.

19:3.2 At the elementary school level shall be paid for covering a class for a whole day at the rate of six (6) times the applicable per period rate.

19:3.3 If the class is divided then the above rate will be divided proportionately.

ARTICLE 20

GRIEVANCE PROCEDURE

20:1 The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level issues which may arise with respect to the salaries and working conditions of teachers provided for in this Agreement. The Board and the MFT agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. The Board also agrees to make available to any aggrieved person and/or his/her representative all data not privileged under law which is within the possession of the Board and which bears on the issues raised by the grievance. Nothing herein contained shall be construed as limiting the right of any member of the Unit having a grievance or dispute to discuss the matter informally with an appropriate member of the Administration.

20:2 Definitions:

20:2.1 A "grievance" is hereby defined to mean:

20:2.1-1 A complaint by a teacher or a group of teachers based upon an alleged violation of or variation from the provisions of this Agreement, or the interpretation, meaning or application thereof;

20:2.1-2 That the Board failed to act in good faith in exercising its judgment or discretion; or

20:2.1-2 That the MFT has acted unreasonably in withholding its approval where called for under this Agreement.

20:2.2 An "aggrieved person" is a person or group of persons making such a complaint.

20:2.3 A "party in interest" is a person or group of persons (including the Board or any of its representatives) who might be required to take action or against whom action might be taken in order to resolve the complaint.

20:3 Procedure:

20:3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

20:3.2 In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

20:3.3 Level One - Principal or Immediate Supervisor.

A member of the Unit with a grievance or dispute shall first discuss it with his/her immediate supervisor or principal either directly or through the MFT representative, with the objective of resolving the matter informally. The grievance shall be committed to writing and forwarded on the form to be provided for this purpose.

20:3.4 Level Two - Superintendent of Schools.

20:3.4-1 In the event that such aggrieved member of the Unit is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file a written grievance with the President of the MFT or the Chairman of the MFT Grievance Committee 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 MFT or the Chairman of the MFT Grievance Committee shall refer it to the Superintendent of Schools.

20:3.4-2 The Superintendent shall represent the Board at this grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it.

20:3.4-3 If a member of the Unit does not file a written grievance with the President of the MFT or the Chairman of the MFT Grievance Committee or forward a written grievance to the Superintendent within thirty (30) school days after the member of the Unit knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. A dispute as to whether a grievance has been waived under this Paragraph shall be subject to arbitration pursuant to Level Four.

20:3.5 Level Three - Board of Education.

In the event that the aggrieved member of the Unit is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been

rendered within ten (10) school days, after he/she has first met with the Superintendent, he/she may file a written grievance, indicating such dissatisfaction with the President of the MFT or the Chairman of the MFT Grievance Committee or the Board within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the President of the MFT or the Chairman of the MFT Grievance Committee shall refer it to the Board. Within twenty (20) school days after receiving the written grievance, the Board shall meet with the aggrieved member of the Unit for the purpose of resolving the grievance.

20:3.6 Level Four - Arbitration.

20:3.6-1 In the event that a grievance is not resolved satisfactorily at Level Three, or in the event no decision has been rendered within ten (10) school days after the grievance was first heard by the Board, the President of the MFT or the Chairman of the MFT Grievance Committee, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was first presented to the Board, whichever is sooner, may submit the grievance to the American Arbitration Association (hereinafter called the "AAA") for arbitration in accordance with its administrative procedures, practices and rules.

20:3.6-2 The arbitrator selected by the MFT and Board shall hold hearings promptly and shall issue his/her decision in accordance with AAA procedures, practices and rules. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted, and shall be binding as to all parties in cases where the grievance falls within the definition set forth in Paragraph 20:2.1-1 of this Article. In all other instances it shall be advisory only.

20:3.6-3 The arbitrator's decision shall be submitted to the Board and the MFT. The costs of arbitration, including per diem expenses, shall be borne equally by the Board and the MFT.

20:4 Rights of Teachers to Representation:

20:4.1 No reprisals of any kind shall be taken by the Board or any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.

20:4.2 Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate supervisor or processing a grievance in his/her own behalf in accordance with the grievance procedures as set forth hereinabove, however, only the Federation shall be empowered to pursue grievances through the arbitration process.

20:5 Miscellaneous:

20:5.1 If, in the judgment of the President of the MFT or the Chairman of the MFT Grievance Committee, a grievance affects a group or class of members in the Unit,

the President of the MFT or the Chairman of the MFT Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The President of the MFT or the Chairman of the MFT Grievance Committee may process such a grievance through Level Four of the grievance procedure even though the aggrieved person does not wish to do so.

20:5.2 Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decisions and the reasons therefore and shall be promptly transmitted to all parties of interest and to the President of the MFT or the Chairman of the MFT Grievance Committee. Decisions rendered at Level Four shall be in accordance with the procedures set out in Paragraphs 20:3.6-2 and 20:3.6-3 above.

20:5.3 All documents, communications and records with the processing of a grievance shall be filed separately from the personnel files of the participants.

20:5.4 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and by the MFT and given appropriate distribution by the MFT so as to facilitate operation of the grievance procedure.

20:5.5 Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Department of Education and its professional staff under governing law, ordinances, rules and regulations, including but not limited to, municipal, state and federal laws and regulations.

20:5.6 Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the MFT, to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the MFT of the decision rendered, and such decision shall be binding upon the parties. The time limits specified at any step of the procedure may be extended in any particular instance by written agreement between the parties.

ARTICLE 21

RENEGOTIATION

21:1 The terms and conditions of this Agreement shall not be modified, amended or altered in any way unless mutually agreed to by the parties.

21:2 In the event that the parties mutually agree to modify, amend or alter in any way any terms or conditions of this Agreement, such mutually acceptable modification, amendment or alteration shall be reduced to writing, signed by the parties, and incorporated into this Agreement.

21:3 The Board or the MFT may request in writing of each other during the term of this Agreement, the opportunity to renegotiate any particular Article or Articles. Any

such request shall be submitted to either the Superintendent or the President of the Federation, and shall contain therein the reasons for requesting the renegotiations. A rejection of renegotiations shall be in writing and contain therein the reasons for any such rejection.

ARTICLE 22

PAYROLL PROCEDURE

22:1 On or before March 1 of each school year, the Superintendent or his/her designee shall meet with the President of the MFT or his/her designee to adopt a payroll schedule for the subsequent school year, consistent with the principles applied in previous school years. Copies of the resulting schedule of payments shall be made available to the MFT for distribution to the members of the Unit.

22:2 Salary payments shall be paid according to Appendices A, B, C, D and E of this Agreement and distributed to members of the bargaining Unit in the following manner:

22:2.1 Salaries provided for in the salary schedule appendices, shall be paid by direct deposit in either twenty-one (21) equal installments of 1/21 of the annual salary or, twenty-six (26) equal installments of 1/26 of the annual salary. Members of the bargaining Unit shall inform the Board's Business Office, no later than May 1st of the preceding school year, through a non-revocable request for one (1) year if they prefer the twenty-six (26) salary payment option.

22:2.2 When one's employment schedule includes regular duty during July and August, such as Vocational Agricultural Teachers and some guidance personnel, the established annual rate shall be divided by the number of weekdays in the fiscal year (two hundred sixty-one [261] or two hundred sixty-two [262] during a leap year). The resulting daily rate shall be multiplied by ten (10) to effect a typical payroll payment, consistent with the payroll payment schedule that applies to school administrators.

22:3 Stipend Payments: When one performs service in exchange for a stipend payment such stipends shall be paid when the designated supervisor certifies that the service has been satisfactorily rendered. Should the service span the whole school year, payments shall be made in equal installments in December and May, should they be seasonal such as athletic activities, drama coaching, etc. upon authorization of the supervisor payments shall be made in two (2) equal installments, the first to be paid one-half of the way through the season or specified activity, and the second to be paid at the end of the season or specified activity. Payments made throughout the school year for certified stipend positions shall be incorporated into a bargaining unit member's paycheck in accordance with the provisions of Paragraph 22:2.1, hereinabove.

22:4 Amounts shall be withheld from paychecks under the following circumstances:

22:4.1 Withholding tax deductions shall be made according to Internal Revenue Department regulations. State Teachers' Retirement deductions shall be made in two (2) equal installments each month except for the month of September when the whole

monthly obligation shall be made prior to September 30 as required by law and Credit Union deductions, dues deduction and any other approved voluntary deduction shall be made according to authorizations filed.

22:4.2 Tax Sheltered Annuity salary reductions shall be made according to voluntary authorizations.

22:4.3 MFT dues deductions and insurance premium contribution deductions shall be tailored to twenty-one (21) equal installments between September and June.

22:5 In the event that the current audit of the Business Office results in recommended changes to existing payroll procedures which may result in cost savings to the Board, the Board and the Federation shall discuss such changes, and any impact that may result from them. The Federation's agreement regarding such changes shall not be unreasonably withheld. Notwithstanding the foregoing, there shall be no change in the right of teachers to choose between 21 and 26 paycheck schedules, as set forth in Section 22:2.1 of the Agreement.

ARTICLE 23

PROFESSIONAL IMPROVEMENT PROGRAMS

23:1 Ten thousand dollars (\$10,000.00) shall be included in the Board's annual budget requests to be used for professional improvement programs, curriculum projects, or sabbatical leave; proposals to be offered by interested parties but project selection shall be determined jointly by representatives of the MFT and the Board, and presented to the Board of Education for final authorization.

ARTICLE 24

REDUCTION IN TEACHING STAFF

The Board of Education has the sole and exclusive prerogative to eliminate professional staff positions consistent with the provisions of statute, providing such elimination does not result in the failure in its duty as a state agency to implement the educational interests of the state, and to provide good public elementary and secondary schools.

Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, financial conditions, or other circumstances as determined by the board of education.

Professional staff members' contracts will be terminated under this policy only when authorized by the Board of Education.

Definitions

1. Teacher - As outlined herein, the term teacher shall apply to any employee of the board of education who holds a provisional or standard certificate issued by the Connecticut State Department of Education, and is employed in a teaching or administrative position below the rank of superintendent, excluding long-term substitute teachers.
2. Tenure - Tenure is defined in C G S 10-151.
3. Non-Tenured - Any teacher who has not attained tenure shall be defined as a non-tenured teacher.

Guidelines for Personnel Reduction

1. Non-tenured teachers will be terminated before tenured teachers.
2. Within the category of non-tenured teachers, the administration will recommend the teacher to be terminated on the basis of area of certification and specialization, seniority, evaluation, and the educational needs of the school system.
3. Within the category of tenured teachers, the administration will recommend termination on the basis of area of certification and specialization, seniority, and evaluation. Seniority shall be determined by the number of total years of service as a certified teacher in the Middletown School System.*

*Time spent on board approved leaves of absences with the exception of military leaves (Sec. 10-156d) will not be counted toward seniority for purposes of this policy. Such leaves will not constitute a break in employment in regard to tenure.

Recall

Any teacher who has been terminated under the provisions of Board of Education policy shall retain recall rights for a period of three years from the effective date of termination. Any newly created or vacant position in the bargaining unit shall be offered to all teachers who retain recall rights and who are certified and qualified for such position before it is offered to any other applicant for employment. A teacher who refuses to recall to a position shall retain recall rights for the balance of the three years. In determining the order in which recall shall be offered in cases where more than one teacher with recall rights is certified and qualified for the position in question, the board shall apply for the criteria set forth under "Guidelines for Personnel Reduction" above, including the principle that tenure teachers shall be preferred over non-tenured teachers.

Provision not Applicable to Promotions

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, even if the teacher whose contract is to be terminated is qualified and/or certified for the promotional position.

ARTICLE 25

TEACHER RESPONSIBILITIES

25:1 The Board and the Federation recognize that a certified employee's primary responsibility is to perform the function for which that person is employed and every effort shall be made to relieve the employee of those activities that do not contribute directly to the function or which interfere with the allocation of time established for that function.

25:2 Therefore, the Board shall endeavor to engage personnel to relieve the certified personnel of those duties that include, but are not limited to, the collection of money, distribution of milk, supervision of pupils other than instructional situations, and scoring of standardized tests, subject to budgetary constraints.

25:3 The acceptance of this concept of responsibility by the Board and the Federation does not, however, relieve the certified personnel of the requirement to perform these functions provided that effort has been made by the Board to secure the necessary assistance or in the event that the assistants are unavailable at given times.

25:4 The Board and the Federation agree that certain activities must be continued if the school system is to perform its function and accept the concept that it is each person's responsibility to share in these functions in an equitable and cooperative manner.

25:5 The Board of Education may also engage noncertified personnel for specific functions when it is determined by the Board that such a function can best be fulfilled by this type of personnel.

ARTICLE 26

SEVERANCE PAY

26:1 Members of the Unit, upon retirement under the rules of the Connecticut Teachers' Retirement Board or death, who have been in the continuous employment of the Board under contract in a position requiring certification for twenty-five (25) or more years, and provided they have accumulated at least one hundred twenty-five (125) sick days, at the time of their separation, as prescribed for in Paragraph 14:1 of Article 14 (Sick Leave), shall receive three thousand five hundred dollars (\$3,500.00) at the time of retirement or death.

26.2 Members of the Unit, upon retirement under the rules of the Connecticut Teachers' Retirement Board or death, who have been in the continuous employment of

the Board under contract in a position requiring certification for twenty (20) or more years, and provided they have accumulated at least one hundred (100) sick days at the time of their separation, as prescribed for in Paragraph 14:1 of Article 14 (Sick Leave), shall receive two thousand five hundred dollars (\$2,500.00) at the time of retirement or death.

ARTICLE 27

MISCELLANEOUS

27:1 The term "teacher" or "Member of the Unit," as used in this Agreement, except where otherwise indicated, shall include and apply to all certified professional employees of the Board of Education except those who are excluded by the terms of the statute or who are members of the Middletown School Administrators Association, or those employees employed in the central office of the Board of Education.

27:2 It is understood that this Agreement is subject to, and shall operate within the framework of the Statutes of the State of Connecticut.

27:3 It is understood that teachers shall continue to serve under the direction of the Superintendent and in accordance with Board and administrative policies, rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting policies, rules and regulations.

27:4 If any portion of this Agreement is ruled invalid for any reason, the remainder of this Agreement shall remain in full force and effect.

27:5 Whenever used, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.

27:6 Members of the Unit who are required to provide their own transportation in order to carry out authorized duties for the system will be reimbursed at the current Internal Revenue Service (IRS) rate per mile or for the cost of public transportation provided the latter is subject to prior approval by the Superintendent of Schools and is via the shortest and least expensive means of transportation available to the employee.

27:7 Any occasional assignments which carry a financial remuneration such as, but not limited to, ticket selling and taking at athletic events, chaperoning of student buses, etc. shall be offered first to members of the Unit. Nothing herein shall preclude the use of paid personnel from any source if bargaining unit members decline the opportunity, nor shall anything preclude the use of volunteers from any source. Compensation for such duty, if any, remains a managerial prerogative.

27:8 Less Than Full Time Teachers.

27:8.1 Any teacher employed by the Board for less than full-time, but fifty percent (50%) or more than fifty percent (50%) of the time, shall have his/her salary and longevity prorated only and shall be entitled, without any proration, to all the rights, fringe benefits and protections of this Agreement and shall share in all the duties and responsibilities as provided for in this Agreement on an equitable basis.

27:8.2 Any teacher employed by the Board for less than fifty percent (50%) of the time shall have his/her salary, longevity, and sick days prorated based upon said teacher's teaching assignment. At the option of the teacher, he/she may purchase medical and dental insurance coverage for the individual teacher, or family coverage, at the group rate, at his/her own expense and at no cost to the Board.

27:9 Bargaining unit members shall dress professionally and in good taste.

ARTICLE 28

DURATION AND SIGNATURES

28:1 The provisions of this Agreement shall be effective as of July 1, 2019, and shall continue and remain in full force and effect for a period of three (3) years ending June 30, 2022, except when reopened pursuant to its terms.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed this 8th day of January, 2019.

MIDDLETOWN FEDERATION
OF TEACHERS

By Janice Pawlak
Janice Pawlak
Its President

MIDDLETOWN BOARD OF EDUCATION

By Christopher R. Drake
Christopher R. Drake
Its Chairperson

Witness

Marilyn S. Rios

Witness

Michelle J. DiMauro

APPENDIX A-1
Salary Schedule
2019-2020

Step	BA	5th Yr or MA	6th Year
1	46,699	52,193	54,025
2	48,397	53,244	55,025
3	49,286	54,234	56,016
4	50,277	55,718	58,980
5	52,056	57,992	60,957
6	55,025	59,969	63,923
7	58,980	62,936	67,881
8	60,957	67,681	73,815
9	64,713	73,476	79,564
10	68,467	79,271	85,317
11	73,800	85,446	91,964

Each eligible teacher shall advance on step on July 1, 2019.

A. Teachers possessing Ph.D. degrees shall receive an additional two thousand dollars (\$2,000.00) above the scheduled step.

B. Longevity: Beginning with the second year on maximum salary each member of the Unit hired on or before June 30, 2016 shall receive a longevity bonus of two thousand dollars (\$2,000.00). Any teacher hired between 2007-2012 will receive longevity benefit effective July 1, 2019 regardless of current step placement.

APPENDIX A-2
Salary Schedule
2020-2021

Step	BA	5th Yr or MA	6th Year
1	47,166	52,715	54,565
2	48,881	53,776	55,575
3	49,779	54,776	56,576
4	50,780	56,275	59,570
5	52,577	58,572	61,567
6	55,575	60,569	64,562
7	59,570	63,565	68,560
8	61,567	68,358	74,553
9	65,360	74,211	80,360
10	69,152	80,064	86,170
11	75,276	87,155	93,803

Each eligible teacher shall advance on step on July 1, 2020.

NOTATION

A. Teachers possessing Ph.D. degrees shall receive an additional two thousand dollars (\$2,000.00) above the scheduled step.

B. Longevity: Beginning with the second year on maximum salary each member of the Unit hired on or before June 30, 2016 shall receive a longevity bonus of two thousand dollars (\$2,000.00). Any teacher hired between 2007-2012 will receive longevity benefit effective July 1, 2019 regardless of current step placement.

**APPENDIX A-3
Salary Schedule
2021-2022**

Step	BA	5th Yr or MA	6th Year
1	47,166	52,715	54,565
2	48,881	53,776	55,575
3	49,779	54,776	56,576
4	50,780	56,275	59,570
5	52,577	58,572	61,567
6	55,575	60,569	64,562
7	59,570	63,565	68,560
8	61,567	68,358	74,553
9	65,360	74,211	80,360
10	69,152	80,064	86,170
11	76,782	88,898	94,741

Teachers shall advance on step on July 1, 2021.

NOTATION

A. Teachers possessing Ph.D. degrees shall receive an additional two thousand dollars (\$2,000.00) above the scheduled step.

B. Longevity: Beginning with the second year on maximum salary each member of the Unit hired on or before June 30, 2016 shall receive a longevity bonus of two thousand dollars (\$2,000.00). Any teacher hired between 2007-2012 will receive longevity benefit effective July 1, 2019 regardless of current step placement.

APPENDIX B

STIPEND SCHEDULE FOR 2019-2022

	2019-20	2020-21	2021-22
GROUP A	\$3,121	\$3,152	\$3,184
(80+ sessions)			
1 Drama Coach (HS)			
2 Musical Coach (HS)			
3 Newspaper Advisor (HS)			
4 Yearbook Advisor (HS)			
5 Senior Class Advisor (HS)			
6 Robotics Advisor (HS)			
7 DECA (Distributive Education) Advisors (HS)			
 GROUP B	 \$2,595	 \$2,621	 \$2,647
(60-80 sessions)			
1 Drama Coach (WWMS)			
2 Drama Coach (K)			
3 Majorette, Flag Corps. and Color Guard Advisor (HS)			
4 Musical Coach (MS)			
5 Junior Class Advisor (HS)			
6 Linkcrew Advisor (HS)			
7 Drill Team (HS)			
 GROUP C	 \$1,821	 \$1,839	 \$1,857
(40-60 sessions)			
1 Elementary Activities/Intramurals (16 - 2 per school)			
2 Honor Society Advisor (HS)			
3 Key Club Advisor (HS)			
4 La Alianza Latina Advisor (HS)			
5 Majorette, Flag Corps and Color Guard Advisor (MS)			
6 Newspaper Advisor (WWMS)			
7 Newspaper Advisor (K)			
8 Drumline Instructor (HS)			
9 9 th Grade Advisor (HS)			
10 10 th Grade Advisor (HS)			
11 Tri-M Music Honor Society			
12 Student Council Advisor (MS)			
13 Gay/Straight Alliance Advisor (HS)			
14 Kids Literature Advisor (K)			
15 Kids Literature Advisor (WWMS)			
16 Assistant DECA Advisor (HS)			

	2019-20	2020-21	2021-22
GROUP D	\$1,332	\$1,345	\$1,358
(20-40 sessions)			
1 Future Teachers of American (HS)			
2 Future Teachers of America (WWMS)			
3 Future Teachers of America (K)			
4 Minority Students' Coalition Advisor (HS)			
5 Future Business Leaders Advisor (FBLA)(HS)			
6 Future Farmers of America (FFA) Advisor (HS)			
7 Student Council Advisor (HA)			
8 Student Council Advisor (K)			
9 Math Team Advisor (HS)			
10 Vocational Industrial Club (VICA) (HS)			
11 Yearbook Advisor (WWMS)			
12 Yearbook Advisor (K)			
13 Model UN Club Advisor (HS)			
14 Ski Club (WWMS)			
15 Ski Club (K)			
16 National Honor Society (MS)			
17 Student Activity Advisor (MS)			
18 Pride Patrol (WWMS)			
19 Pride Patrol (K)			
GROUP E	\$1,633	\$1,649	\$1,665
1 Fall Crew Coach			
GROUP F	\$867	\$876	\$885
1 Art Show Organizer (rotating)			

**ATHLETIC STIPENDS
2019-22**

	2019-20	2020-21	2021-22
GROUP 1	\$6,808	\$6,876	\$6,945
HIGH SCHOOL			
A. Head Football Coach			
B. Head Boys Basketball Coach			
C. Head Girls Basketball Coach			
D. Head Boys Swim Coach			
E. Head Girls Swim Coach			
F. Head Wrestling Coach			
G. Head Crew Coach (Boys and Girls)			
GROUP 2	\$5,034	\$5,084	\$5,135
HIGH SCHOOL			
A. Cheerleading Advisor (Fall)			
B. Cheerleading Coach (Winter)			
C. Head Baseball Coach			
D. Head Softball Coach			
E. Head Boys Soccer Coach			
F. Head Girls Soccer Coach			
G. Head Boys Track Coach			
H. Head Girls Track Coach			
I. Head Volleyball Coach			
J. Head Boys Indoor Track Coach			
K. Head Girls Indoor Track Coach			
L. Assistant Girls Swim Coach			
M. Ultimate Frisbee (HS)			
GROUP 3	\$4,891	\$4,940	\$4,989
HIGH SCHOOL			
A. Assistant Football Coach (6)			
B. Assistant Boys Basketball Coach (2)			
C. Assistant Girls Basketball Coach (2)			
D. Assistant Boys Swim Coach			
E. Head Boys Tennis Coach			
F. Head Girls Tennis Coach			
G. Head Boys Golf Coach			
H. Head Girls Golf Coach			
I. Boys Cross Country Coach			
J. Girls Cross Country Coach			
K. Assistant Crew Coach (4)			
L. Winter Dance Team Coach			
M. Fall Dance Team Coach			
N. Assistant Wrestling Coach			
O. Varsity Boys Lacrosse			

P. Varsity Girls Lacrosse			
GROUP 4	\$3,545	\$3,580	\$3,616
HIGH SCHOOL			
A. Assistant Volleyball Coach (2)			
B. Assistant Boys Track Coach (2)			
C. Assistant Girls Track Coach (2)			
D. Assistant Boys Soccer Coach (2)			
E. Assistant Girls Soccer Coach (2)			
F. Assistant Baseball Coach (2)			
G. Assistant Softball Coach			
H. Assistant Indoor Track Coach			
I. Assistant Fall Cheerleading Advisor			
J. Assistant Winter Cheerleading Advisor			
K. Assistant Hockey Coach			
L. Head Lacrosse Coach (Girls)			
M. Head Lacrosse Coach (Boys)			
N. Assistant Ultimate Frisbee Coach			
MIDDLE SCHOOL			
A. Baseball Coach			
B. Boys Basketball Coach			
C. Girls Basketball Coach			
D. Cheerleading Coach (Fall)			
E. Cheerleading Coach (Winter)			
F. Softball Coach			
G. Wrestling Coach			
H. Boys Track Coach			
I. Girls Track Coach			
GROUP 5	\$3,195	\$3,227	\$3,259
HIGH SCHOOL			
A. Assistant Golf Coach			
MIDDLE SCHOOL			
A. Boys Soccer Coach			
B. Girls Soccer Coach			
C. Boys Cross Country Coach			
D. Girls Cross Country Coach			
GROUP 6	\$2,697	\$2,724	\$2,751
A. WWMS Intramural Coach (3)			
B. Keigwin intramural Coach (2)			
GROUP 7	\$515	\$520	\$525
A. Fall Unified Sports (2)			
B. Winter Unified Sports (2)			
C. Spring Unified Sports (2)			

**APPENDIX C
SEPARATE POSITIONS 2019-22
(MONEY WILL BE ADDED TO SALARY FOR TRB)**

	2019-20	2020-21	2021-22
1. Department Heads	\$3,998	\$4,038	\$4,078
Number of teaching periods: See below			
Preparation periods: 1			
Department Head periods: 2			
For each teacher over 4 (including			
Department Head) including fractional			
teachers in a department on a pro-rated			
basis the rate per FTE is:	\$165.24	\$166.89	\$168.56
Vocational Agriculture 9-12, teaches 3-4 classes			
Social Studies - 6-12, teaches 1 class			
PE/Health - K-12, teaches 4 classes			
Guidance - 7-12			
Vocational Education 7-12 - teaches 3 classes			
World Language 7-12, teach 4 classes			
ESL - K-12			
Music, K-12, teach 4 classes			
Art, K-12, teach 4 classes			
2. Coordinators			
a. Media Services K-5	\$1,417.54	\$1,431.72	\$1,446.04
b. Media Services 6-12	\$1,417.54	\$1,431.72	\$1,446.04
c. Preschool Coordinator	\$2,835	\$2,863	\$2,892
d. Middle School Team Leader	\$2,835	\$2,863	\$2,892
e. Pupil Services & Special Education 9-12	\$2,835	\$2,863	\$2,892
f. Pupil Services & Special Education 7, 8	\$1,891	\$1,910	\$1,929
g. Pupil Services & Special Education 6	\$944	\$953	\$963
h. Summer School Counselor	\$2,835	\$2,863	\$2,892
3. TEAM Mentor	\$1,010	\$1,020	\$1,030
4. Educational Technology Specialists (Elementary - 8)	\$3,121	\$3,152	\$3,184
5. Educational Technology Specialists (Secondary - 4)	\$3,378	\$3,412	\$3,446
6. Alternative Education Evening High School:			
Coordinator	\$5,151	\$5,203	\$5,255
Head Teacher (1)	\$11,009	\$11,119	\$11,230
Teachers (8)	\$4,913	\$4,962	\$5,012
7. Middle School Athletic Faculty Mgr.	\$3,772	\$3,810	\$3,848

NOTATION:

- A. All stipend positions shall be made available to members of the Unit before offering them to any other person. Should assignments be made to persons not in the Unit, they shall be limited to the duration of this Agreement so that members of the Unit may apply for the duty under subsequent Agreements.

- B. Substitute for Stipend Positions
 - 1. The need for a substitute in a stipend position will be determined by the Administration.

 - 2. Substitutes needed due to conflicts arising from personal reasons or a conflict due to holding more than one stipend will be paid for by the individual.

 - 3. Substitutes needed due to illness of individuals holding stipends will be paid by budget funds, without loss of compensation to the holder of the stipend.

 - 4. Payment for substitutes in all instances above will be at the rate of twelve dollars and twelve cents (\$12.12) per hour in 2019-20, twelve dollars and twenty-four cents (\$12.24) in 2020-21 and twelve dollars and thirty six cents (\$12.36) in 2021-22.

**APPENDIX D-1
SALARY DIFFERENTIALS
2019-22**

Guidance Coordinator	+ 25%*
Guidance Counselor	10 days @ per diem rate
Elementary Instructional Support Teacher (EIST)	5 days @ per diem rate
Vocational Agriculture Teacher - 12 month	+25%*
Vocational Work Study - 11 month	+10%*
Instrumental - MHS	\$6,741
Video Production/Blue Tube	\$4,893
Vocal - MHS	\$3,370
Instrumental - WWMS	\$3,370
Vocal - WWMS	\$2,427
Instrumental - Keigwin	\$2,427
Vocal - Keigwin	\$1,685
All City Music Festival/All City Art Shows (19 or # of participating teachers)	\$600
SPEIST	5 days @ per diem rate
School Readiness Facilitator	14.5 days @ per diem rate

NOTATION:

* Percentage applied to scheduled base and salary differential

**APPENDIX D-2
OTHER COMPENSATIONS
2019-2022**

	2019-20	2020-21	2021-22	
Adult Education - requiring certification	\$34.34	\$34.68	\$35.03	per hour
Adult Education - all other	\$29.29	\$29.58	\$29.88	per hour
Summer School - MHS				per class for
Ex. 1 class (70 mins/day)	\$1,280	\$1,293	\$1,306	duration of class
Curriculum Projects	\$29.29	\$29.58	\$29.88	per hour
Language Translation (outside workday)	\$29.29	\$29.58	\$29.88	per hour
Staff Development	\$24.24	\$24.48	\$24.72	per hour
Home-bound Instruction	\$29.29	\$29.58	\$29.88	per hour
Speech & Lang. Path (Summer)	\$61.61	\$62.23	\$62.85	per hour
Summer School - ESY	\$41.41	\$41.82	\$42.24	per hour

**APPENDIX E-1
HIGH DEDUCTIBLE HEALTH CARE PLAN:**

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan)

IN-NETWORK BENEFITS	
In-Network Deductible:	\$2,000* Individual, \$4,000*Two or More
In Network Coinsurance	100%
Out-of-pocket Maximum (Incl Ded.)	\$3,000 Individual, \$6,000 Two or More
Preventive Services	Covered at 100%, Not Subject to Deductible**
Primary Office Visit Copay	Subject to deductible, then 100%
Specialist Office Visit Copay	Subject to deductible, then 100%
Emergency Room Copay	Subject to deductible, then 100%
Urgent Care Copay	Subject to deductible, then 100%
High Cost Diagnostic Copay	Subject to deductible, then 100%
Inpatient Copay	Subject to deductible, then 100%
Outpatient Copay	Subject to deductible, then 100%
OUT-OF-NETWORK BENEFITS	
	\$2,000* Individual, \$4,000*Two or More
Coinsurance	80%
Out-of-pocket Maximum (Incl Ded.)	\$4,000 Individual, \$8,000 Two or More
PHARMACY BENEFITS	
Pharmacy - Retail Copay	\$5 / \$30 / \$40
Pharmacy - Mail Order Copay	\$10 / \$60 / \$80
Pharmacy Copay Maximum	Unlimited

* Deductible is combined for in-network and out-of-network services.

** Preventive Care In-Network is covered at 100% and is not subject to the deductible.

The Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts two (2) times per year, on or around the first payroll of the school year and with the first payroll following January 1st of each year. The parties acknowledge that the Board's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

This insurance matrix appendix contains a summary and description of the HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

EXHIBIT A



Why Join CT Partnership 2.0

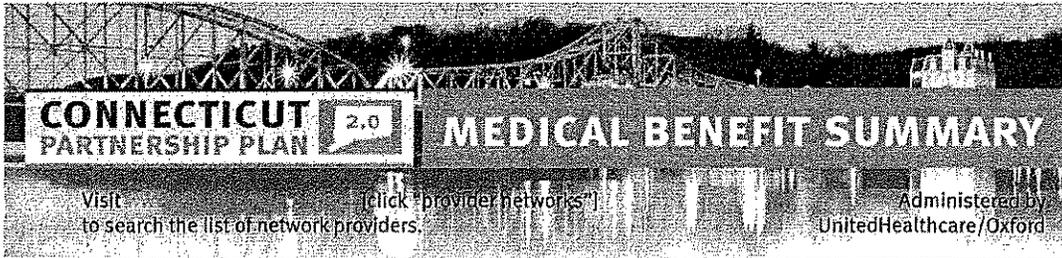
Rate Stability: Claims from Partnership 2.0 are being pooled with all the state claims and will be factored into the yearly renewal rating thus reducing exposure to volatile claims.

Rich Plan Design: Same point-of-service (POS) plan design offered to state employees providing: in- and out-of-network coverage, 100% coverage for preventive care, an extensive local and national network through UnitedHealthcare, and low co-pays for maintenance drugs available at local pharmacies.

Health Enhancement Program (HEP): The Health Enhancement Program (HEP) is also included in the Partnership Plan 2.0. It is a program designed to promote preventive screenings, wellness visits and chronic disease education and counseling for employees and, as a result, saves money on health care in the long term by focusing health care dollars on prevention.

Dedicated Service Team: The Partnership Plan 2.0 has a dedicated team of individuals who are your point of contact throughout the process. You will not be lost in the shuffle with questions or concerns about enrollment, billing, or claims.

Ease of Applying: Simply fill out an application on the partnership website to start the process. Fixed (quarterly) rates are posted on the Partnership Plan 2.0 website so you know exactly what you are paying and can budget appropriately.



CONNECTICUT PARTNERSHIP PLAN 2.0

MEDICAL BENEFIT SUMMARY

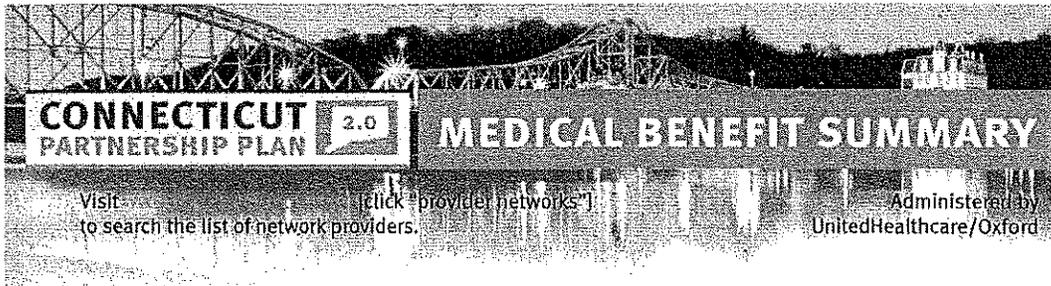
Visit [here](#) (click "provider networks") to search the list of network providers.

Administered by UnitedHealthcare/Oxford

IN-NETWORK		CT Partnership Plan 2.0 w/ Health Enhancement Program
Medical Office Visit		\$15 Co-pay
Specialist Office Visit		\$15 Co-pay
Vision Exams (one per calendar year)		\$15 Co-pay
Inpatient Hospital		\$0 Co-pay
Outpatient Surgical		\$0 Co-pay
Emergency Room		\$35 Co-pay (waived if admitted)
Urgent Care		\$15 Co-pay
Walk in		\$15 Co-pay
Lab/ X-Ray High Cost Radiological & Diagnostic Tests		\$0 Co-pay
Deductible		Individual: \$350 Family: \$350 each member (\$1,400 maximum). Waived for HEP-compliant members.
Coinsurance		Not applicable
Max out of pocket		\$2,000 individual / \$4,000 family

PREVENTIVE SERVICES		CT Partnership Plan 2.0 w/ Health Enhancement Program
Primary Care (Adult and Child Wellness Exams)		\$0 Co-pay
Gynecologist Wellness		\$0 Co-pay
Mammogram		\$0 Co-pay
Lifetime Maximum		Unlimited

OUT-OF-NETWORK		CT Partnership Plan 2.0 w/ Health Enhancement Program
Annual Deductible		\$300 individual / \$900 family
Coinsurance		20% of allowable UCR charges
Max Out-of-Pocket		\$2,300 individual / \$4,900 family
Lifetime Maximum		Unlimited



OTHER SERVICES Partnership Plan 2.0 w/ Health Enhancement Program

Deductible	Not applicable*
Acupuncture (20 visits/year)	\$15 Co-pay
Chiropractic	\$0 Co-pay
Nutritional Counseling (3 visits/year)	\$0 Co-pay
Physical/Occupational Therapy	\$0 Co-pay
Durable Medical Equipment	\$0 Co-pay
Routine Hearing Screening (as part of an exam)	\$15 Co-pay

PRESCRIPTION COVERAGE	MAINTENANCE DRUGS	NON-MAINTENANCE DRUGS	HEP CHRONIC CONDITION DRUGS
Generic	\$5	\$5	\$0
Preferred/Listed Brand Name	\$10	\$20	\$5
Non-Preferred/Non-Listed Brand Name	\$25	\$35	\$12.50
Annual Maximum	Unlimited		
Max out of pocket	\$4,600 individual / \$9,200 family		

UnitedHealthcare/Oxford Contact Information

Live, knowledgeable customer service representatives are available for current State of Connecticut Partnership members toll-free at 800-385-9055 from 8am to 6pm EST, Monday through Friday.

If you prefer, you may also visit <http://partnershipstateofct.welcometouhc.com> to search for a participating physician or facility, to learn about your health plan, to find the status of claims, or obtain additional information about discount programs offered to State of Connecticut Partnership members.

UnitedHealth Allies: This health discount program helps you, and your family, save money on many health and wellness purchases not included in your standard health benefit plan.

Visit www.osc.ct.gov/ctpartner to search the list of network providers.

CONNECTICUT PARTNERSHIP PLAN **HEALTH AND WELLNESS PROGRAM** **PREVENTIVE CARE REQUIREMENTS**

Preventive Service	Birth – age 5	Age 6 - 17	Age 18 – 24	Age 25 – 29	Age 30 – 39	Age 40 – 49	Age 50+
Preventive Visit	Once per year	Once every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50 - 64 - Every 3 years 65 and Over - Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years starting at 20	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	One screening between the ages of 35 and 39. Otherwise as recommended by physician	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years starting at age 21	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

These requirements meet compliance with the HEP Preventive Program as outlined in the SEBAC agreement and have not changed from 2012.

As is currently the case under the State Health plan, any medical decisions will continue to be made by you and your physician

EXHIBIT B

Cigna Dental Benefit Summary
Middletown Public Schools- Teachers
Dental PPO Effective 07/01/2016



All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

Cigna Dental PPO				
Network	Total Cigna DPP0		Out-of-Network	
Calendar Year Maximum (Class I, II & III expenses)	\$2000		\$2000	
Annual Deductible				
Individual	\$50 per person		\$50 per person	
Family	\$100 per family		\$100 per family	
Reimbursement Levels	Based on Reduced Contracted Fees		Pay as Billed	
Benefits	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Preventive & Diagnostic	100%	0%	100%	0%
Oral Exams	No Deductible	No Deductible	No Deductible	No Deductible
Routine Cleanings				
Full Mouth X-rays				
Bitewing X-rays				
Panoramic X-ray				
Periapical X-rays				
Fluoride Application				
Sealants				
Space Maintainers				
Class II: Basic Restorative	80%	20%	80%	20%
Emergency Care to Relieve Pain	After Deductible	After Deductible	After Deductible	After Deductible
Osteous Surgery				
Periodontal Scaling and Root Planing				
Denture Adjustments and Repairs				
Oral Surgery -- All Except Simple Extractions				
Anesthetics				
Surgical Extractions of Impacted Teeth				
Repairs to Bridges, Crowns and Inlays				
Brush Biopsies				
Class III: Major Restorative	50%	50%	50%	50%
Crowns	After Deductible	After Deductible	After Deductible	After Deductible
Bridges				
Inlays / Onlays				
Prosthesis Over Implant				
Class IV: Orthodontia	Not Covered	100% of your dentist's usual fees	Not Covered	100% of your dentist's usual fees
Class VII - Other Services	100%	0%	100%	0%
Fillings (Amalgams & Composites)	No Deductible	No Deductible	No Deductible	No Deductible
Root Canal Therapy / Endodontics				
Oral Surgery -- Simple Extractions				
Dentures				
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. Does not apply to composite fillings or crowns			
Pretreatment Review	Pretreatment review is available on a voluntary basis when extensive dental work in excess of \$300 is proposed.			

There is no missing tooth limitation included in the plan(s).

The Cigna Dental Oral Health Integration Program (OHIP)® is designed to provide enhanced dental coverage for customers with certain eligible medical conditions. Eligible conditions for the program include cardiovascular disease, cerebrovascular disease (stroke), diabetes, maternity, chronic kidney disease, organ transplants, and head and neck cancer radiation. The program provides 100% coverage for certain dental procedures, guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. For more information and to see the complete list of eligible conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.

Cigna Dental PPO Exclusions and Limitations

Procedure	Limitations
Oral Exams	Two per Calendar year
Prophylaxis (Cleanings)	Two per Calendar year
Fluoride Application	2 per calendar year for people under 19
X-Rays (routine)	Bitewings: 2 per calendar year
X-Rays (non-routine)	Full mouth: 1 every 36 consecutive months; Panorax: 1 every 36 consecutive months
Study Models or Diagnostic Casts	Payable only when in conjunction with orthodontic workup
Periodontal Treatment	Various limitations depending on the service
Bridges, Crowns and Inlays	Replacement every 5 years
Dentures and Partials	Replacement every 5 years
Refines, Rebases and Adjustments	Covered if more than 6 months after installation
Bridge and Denture Repairs	Reviewed if more than once
Sealants	Limited to posterior tooth. 1 treatment per tooth every 36 consecutive months
Space Maintainers	Limited to non-orthodontic treatment
Prosthesis Over Implant	1 per 60 consecutive months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges

Benefit Exclusions

Listed below are the services or expenses which are NOT covered under your Dental Plan and which are your responsibility at the dentist's Usual

Fees. There is no coverage for:

- Services performed primarily for cosmetic reasons; veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars.
- Instruction for plaque control, oral hygiene and diet; experimental or investigational procedures and treatments; dental services that do not meet common dental standards.
- Replacement of a lost or stolen appliance; replacement of a bridge or denture within five years following the date of its original installation; replacement of a bridge or denture which can be made useable according to accepted dental standards.
- Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion.
- Bite registrations; precision or semi-precision attachments; splinting; services that are deemed to be medical services; services and supplies received from a hospital.
- For charges which would not have been made if the person had no insurance; for charges for unnecessary care, treatment or surgery.
- Charges which the person is not legally required to pay; charges in excess of the reasonable and customary allowances; charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service.
- Procedures performed by a dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents); to the extent that payment is unlawful where the person resides when the expenses are incurred; Any injury resulting from, or in the course of, any employment for wage or profit; any sickness covered under any workers' compensation or similar law.
- To the extent that you or any of your dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid; to the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your dependents.
- In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description. Benefits are insured and/or administered by Connecticut General Life Insurance Company. "Cigna HealthCare" refers to various operating subsidiaries of Cigna Corporation. Products and services are provided by these subsidiaries and not by Cigna Corporation. These subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.

DPPO insurance coverage is set forth on the following policy form numbers: AR: HP-POL77; CA: HP-POL57; CO: HP-POL78; CT: HP-POL58; DE: HP-POL79; FL: HP-POL60; ID: HP-POL82; IL: HP-POL62; KS: HP-POL84; LA: HP-POL86; MA: HP-POL 63; MI: HP-POL88; MO: HP-POL65; MS: HP-POL90; NC: HP-POL96; NE: HP-POL92; NH: HP-POL94; NM: HP-POL95; NV: HP-POL93; NY: HP-POL67; OH: HP-POL98; OK: HP-POL99; OR: HP-POL68; PA: HP-POL100; RI: HP-POL101; SC: HP-POL102; SD: HP-POL103; TN: HP-POL69; TX: HP-POL70; UT: HP-POL104; VA: HP-POL72; VT: HP-POL71; WA: POL-07/08; WI: HP-POL107; WV: HP-POL106; and WY: HP-POL108.

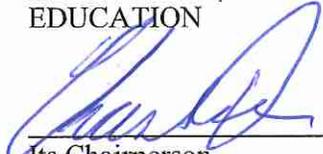
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MEMORANDUM OF AGREEMENT

In the recently-concluded negotiations, the Middletown Board of Education and the Middletown Federation of Teachers agreed as follows as to the instructional day:

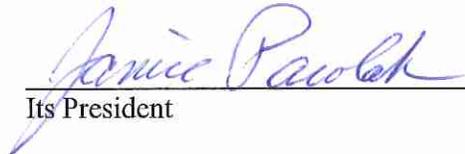
1. Effective July 1, 2019, instructional time will be increased by ten minutes by converting ten minutes of wrap time to instruction, leaving thirty-one minutes of non-instructional time for other duties.
2. Effective July 1, 2020, instructional time will be increased by ten minutes, with a concomitant increase in the work day to 446 minutes.

MIDDLETOWN BOARD OF
EDUCATION



Its Chairperson

MIDDLETOWN FEDERATION OF
TEACHERS



Its President



Witness

