MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Middletown Board of Education (hereinafter the "BOARD") and the Middletown Federation of Teachers (hereinafter the "FEDERATION"), both of which are sometimes hereinafter referred to as "the parties".

Due to inclement weather, the BOARD has decided to hold school on February 19, 2013, a day that had previously been scheduled as a vacation day for students and teachers. In anticipation of taking February 19, 2013 as a scheduled vacation day, some FEDERATION members made financial commitments to certain travel plans by placing deposits or pre-paying for certain travel arrangements to occur during the scheduled vacation day, and the terms and conditions for such travel commitments are such that affected FEDERATION members would suffer financial hardship in the event that an FEDERATION member cancelled the travel arrangements in order to report to school on February 19, 2013, a day previously scheduled as a student/teacher vacation day. In order to address this issue, the parties have made the following agreement:

1. A FEDERATION member who has placed deposits or pre-paid for travel arrangements on February 19, 2013, a day previously scheduled as a student/teacher vacation day, in circumstances where the cancellation of such arrangements would result in a financial hardship to the FEDERATION member, may take paid leave on such date. Said paid leave day will be deducted first from the FEDERATION member’s paid personal leave (if available) and then from the FEDERATION member’s paid sick leave (if available). An affected FEDERATION member shall make requests for leave to the Manager of Human Resources, including submission of documentation regarding the member’s travel plans, in order to verify that the member’s circumstances fall within the criteria specified herein.

2. A FEDERATION member who has a scheduled medical appointment, outpatient procedures or made another, similar medical commitment on February 19, 2013 may take paid leave on such date. Said paid leave day will be deducted from the FEDERATION member’s paid sick leave (if available), and then from the FEDERATION member’s paid personal leave (if available). A FEDERATION member who has a scheduled legal appointment on February 19, 2013 may take paid leave on such date. Said paid leave day will be deducted first from the FEDERATION member’s paid personal leave (if available) and then from the FEDERATION member’s paid sick leave (if available). An affected FEDERATION member shall make requests for leave to the Manager of Human Resources, including submission of documentation regarding the member’s medical or legal plans, in order to verify that the member’s circumstances fall within the criteria specified herein.

3. Subsequently, if the BOARD has published a school calendar or revised school calendar that lists a specific date as a day that the BOARD may schedule a makeup day, any FEDERATION member absent on such a day shall be docked for such day, unless the member’s absence is otherwise approved or meets approved leave criteria within the collective bargaining agreement.

4. The terms of this MOU are recognized as a joint agreement by the BOARD and the FEDERATION, and the terms thereof shall not be subject to any grievance, administrative,
judicial, or other challenge except where necessary to enforce the specific terms of the Agreement.

The signatures below indicate that this MOU has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

Agreed to and approved by the undersigned, this 25th day of February, 2013.

FOR THE BOARD

FOR THE FEDERATION

[Signature]

Kevin Dotan
HFT President