Agreement Between

Middletown Federation of Paraprofessionals
Local 3161 AFT Connecticut

-and-

Middletown Board of Education

July 1, 2010 through June 30, 2013
THIS AGREEMENT IS MADE AND ENTERED INTO by and between the Middletown Board of Education of the City of Middletown (hereinafter referred to as the "Board") and the Middletown Federation of Paraprofessionals, AFT Local #3161, AFT-CT, AFL-CIO (hereinafter referred to as the "Federation").

WHEREAS, Connecticut Public Law 159 recognizes the procedure of collective bargaining as a peaceful, fair, and orderly way of conducting relations between municipal employees and their employer; and

WHEREAS, the paraprofessionals employed by the Middletown School system selected as their sole representative the Federation, resulting in the Federation becoming exclusive bargaining representative for all paraprofessionals in this Unit; and

WHEREAS, the Board and its designated representative have met with representatives of the Federation and have fully considered and discussed amongst themselves, salary schedules, working conditions, personnel policies and other conditions relative to employment, it is agreed as follows:

ARTICLE I
RECOGNITION

The Board recognizes the Federation as the exclusive bargaining representative of all those employees in the position designated paraprofessionals for the purpose of negotiating with respect to salary schedules, fringe benefits, and conditions relative to employment. This recognition shall be applicable to all Board sponsored educational programs. A paraprofessional is a non-certificated person employed by the Middletown Board of Education, whose function is to be supplemental to the teaching process and to assisting a professional staff member.

ARTICLE II
BOARD’S RIGHTS

1. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in the City of Middletown in all its aspects, including, but not limited to, the following:
2. To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Middletown; to give the children of the City of Middletown as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age, and qualification of the pupils to be admitted into each school; to employ, assign, and transfer school employees; to suspend or dismiss school employees in the manner provided by statute or ordinance; to designate the school which shall be attended by the various children within the City; to make such provisions as will enable each child of school age residing in the City to attend school for the period required by law and provide transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification, and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor and to approve plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend monies appropriated by the City for the maintenance of the schools, and to make sure transfers of funds within the appropriated budget as it shall deem desirable; to establish or revise job descriptions; to implement such descriptions (subject to the right of the Federation to request negotiations over the impact of any substantial change in job duties); and to evaluate employee’s job performance. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III
FAIR PRACTICES

1. The Board agrees to continue its policy of not discriminating against any paraprofessional on the basis of race, creed, color, national origin, age, sex, sexual orientation, physical or mental disability or marital status or membership or participation in, or association with, the activities of any paraprofessional organization. The provisions of this paragraph are incorporated into the parties’ agreement for informational purposes only, and shall not be subject to the grievance procedure.
ARTICLE IV
EMPLOYEE PROTECTION

The Board shall protect and save harmless any paraprofessional in accordance with Connecticut General Statutes, Section 10-235, as may be amended from time to time.

ARTICLE V
WORKING CONDITIONS

1. Paraprofessionals shall be guaranteed pay for no less than one hundred eighty-one (181) days during the work year, with at least one (1) of those days being the day before the actual start of the school year for students. Each paraprofessional who was on the payroll in September of 1990 shall be guaranteed pay for not less than the number of hours per school day scheduled for such employee during that month. Such guarantee shall remain in force for the duration of this Agreement, so long as the paraprofessional remains employed. No new employees will be hired to work less than five (5) hours per scheduled school day without prior consultation with the Union.

2. Discrete Trial Instructor (henceforth referred to as DTI) may be required to work between twenty (20) and forty (40) hours per week and beyond the scheduled contractual work year of one hundred eighty-one (181) days. The parties also recognize that not only may the work year for DTI’s be different, but the workday, workweek and working Saturdays/Sundays/Holidays may conform to the needs of the DTI program.

3. Every paraprofessional shall be provided with an uninterrupted duty-free lunch period, at no loss of pay, for a period equivalent to the length of the student’s lunch period.

4. During the lunch recess period and lunchroom duty, paraprofessionals shall be assigned responsibilities equitably and fairly.

5. Paraprofessionals shall be compensated at their normal rate of pay during the lunch recess period and lunchroom duty period.

6. The President of the Federation shall be notified by June 15 or as soon as known by the Administration of the anticipated schedules for paras for the following year. If conditions arise where changes must be made during the summer, the Federation President shall be notified as soon as such determination is made.

7. In the event summer work is available in areas which involve continuation of the regular role of the paraprofessional, such work shall be offered to those paraprofessionals who customarily perform in such role during the school year.
8. No paraprofessional hired on or after the date of the ratification of this agreement shall be paid a rate in excess of his or her normal rate of pay unless he or she works more than forty (40) hours in a single week in accordance with applicable law. Any paraprofessional hired before the date of the ratification of this agreement shall be paid time and one-half for all hours worked outside his or her regular work day, unless his or her work day is lengthened for more than two week.

ARTICLE VI
LEAVES OF ABSENCE

1. Each paraprofessional, at the commencement of the school year, shall receive thirteen (13) sick leave days annually. Paraprofessionals shall accrue sick days at the rate of 1.3 per month. Paraprofessionals employed subsequent to the commencement of the school work year shall receive a sick leave benefit prorated to their period of employment. Unused sick leave may be accumulated to a sum not to exceed one hundred (100) days.

2. Any paraprofessional 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, such as, for example, an appendectomy.

3. In the event of absence of a member of the Unit for illness or injury in excess of three (3) consecutive working days, or whenever the Superintendent, or central office administrator suspects that an abuse of sick leave has occurred, the Board may require a medical opinion regarding the member's illness. Cost of securing any such medical opinion shall be borne by the Board.

4. A paraprofessional shall be entitled to full pay at current base rate for absence due to jury duty. The Board's obligation shall be limited to compensating the paraprofessional the difference, if any, between his current base rate and jury compensation.

5. Upon the approval of the Superintendent, in the event of a death occurring in the family (i.e. spouse, child, parent, brother, sister, mother-in-law or father-in-law, grandparent or grandchild) of any paraprofessional, no deduction in wages will be made for absences up to, but not exceeding, three days. One (1) day's paid leave shall be allowed for the purpose of attending the funeral of the paraprofessional's grandparent, grandchild, aunt, uncle, nephew, niece, sister-in-law or brother-in-law.
6. **Conditions Relating to Maternity:**

(a) A paraprofessional who has become disabled as a result of pregnancy, miscarriage, abortion, child-birth, or recoveries therefrom shall, upon her written request, be placed on sick leave with pay (to the extent available under Article VI (Leaves of Absence), Paragraph 1, for the duration of her disability.

(b) Leave shall begin when, in the opinion of her doctor, she is no longer able to perform the normal duties of her position. Leave shall expire when, in the opinion of her doctor, she is physically able to return to the normal duties of her position.

(c) Any paraprofessional 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.

1. 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 a paraprofessional, who commences such leave at or after the mid-point of a school year, shall expire at the end of the following school year.

2. Long-term leave without pay for the entire school year or half school year in which the child is expected to arrive.

3. Upon written application submitted on or before the June 1 prior to its expiration, the Board may in its discretion extend long-term leave for child rearing purposes for one (1) additional year. Long-term leave without pay will not be granted because of the birth or adoption of a child while the paraprofessional is on long-term leave without pay because of the birth or adoption of another child.

(d) Any paraprofessional who becomes pregnant shall so notify the Superintendent in writing not less than four (4) months prior to the expected date of delivery. Such notification shall include the expected date of delivery, together with any indication that the date of disability will be earlier than the date of delivery.

(e) Any paraprofessional who is disabled as a result of pregnancy, miscarriage, abortion, childbirth or recovery therefrom, shall submit forthwith to the Superintendent a medical opinion in writing supporting such a disability.
(f) Upon request from the Superintendent, a paraprofessional claiming a temporary disability before or after the birth of her child shall provide medical evidence of such condition. If requested, such paraprofessional shall submit to a medical examination by a Board designated gynecologist or obstetrician, at no cost to the paraprofessional.

(g) Any paraprofessional who becomes pregnant shall comply with the notification and reporting requirements set forth herein, regardless of whether or not she plans to return to work after delivery.

(h) Short-term disability leaves under Paragraph (a) shall be treated in the same manner as illness for the purpose of salary, insurance, and all other job-related purposes. Long term leaves of absence under Paragraph (d) herein shall be without pay or benefits. Any employee on a long-term leave under Paragraph (c) above may continue his or her participation in the medical insurance plan solely at his or her own expense.

(i) A paraprofessional who is absent within the context of this Article shall be advanced, nevertheless, on the salary schedule as though there were no interruptions in her employment, provided, however, that she has been employed and has worked for more than fifty percent (50%) of the school year, next previous to her next scheduled hourly step, and further provided that she return to her position in accordance with the terms of this Article.

(j) Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

(k) Upon return, a paraprofessional shall be assigned to his/her former position or a comparable position. However, a paraprofessional classified as eligible for return under this paragraph shall not thereby obtain rights superior or inferior to those rights such paraprofessional would have had under the layoff and recall provisions of this Agreement, with said rights to be determined as if the paraprofessional had not received a leave of absence under this Agreement.

7. Leaves of absence, without pay, not to exceed one (1) calendar year shall be granted upon application to paraprofessionals in case of personal hardship, upon recommendation of the Superintendent and approval of the Board. Any employee on a leave of absence pursuant to the provisions of this paragraph may continue his or her participation in the medical insurance plan solely at his or her own expense.

8. Upon approval of the Superintendent, each member of the bargaining unit, upon providing reasonable notice in writing to the Superintendent's office, shall be entitled to a leave of absence with pay not to exceed three (3) days, during the school calendar year, for the observance of major religious holidays.
9. Each paraprofessional shall be entitled to one (1) personal day each year, non-cumulative, for activities over which the paraprofessional has no control and which required absence from assigned responsibilities. Examples of acceptable reasons include: legal issues, emergencies or graduation or school event of the paraprofessional or an immediate family member.

10. Any paraprofessional who wishes to take his or her personal day shall make application, stating the reason for the day, to the Assistant Superintendent for Administration. The paraprofessional shall make application no less than five (5) days prior to the date of the requested personal day, except in cases of emergency. In emergency cases, the paraprofessional shall submit his or her application as soon as possible upon return.

ARTICLE VII
SENIORITY

1. Seniority shall be defined as the paraprofessional's length of systemwide service for the Board beginning with the most recent date of hire as a paraprofessional in the Middletown school system. A paraprofessional shall accumulate seniority from year to year, working in any Board work site, and shall not lose seniority because the paraprofessional may have transferred from one work site to another or from one position to another. All new employees shall be subject to a probationary period of ninety (90) working days, during which they shall have no seniority rights or recourse to the grievance procedure if terminated, but shall be subject to all other provisions of this Agreement. Once a paraprofessional fulfills the ninety (90) working day probationary period, seniority shall be recorded as of the first day of hire.

2. The seniority date for DTI's shall be their original dates of employment with the Board, regardless of whether or not they were originally hired in a bargaining unit position.

3. In the event that positions are terminated, the Board is committed to retaining the very best personnel for each position of paraprofessional in the school system.

4. In the event it is necessary to reduce the number of paraprofessionals in any one of the four (4) categories within the paraprofessional classification Hall monitor, paraprofessional, preschool paraprofessional, or Discrete Trial Instructors), the least senior paraprofessional(s) shall be displaced from that category, but shall be assigned to a vacant position based on her/his seniority for which they are qualified in another category, if such a position is available. If the least senior paraprofessional in the affected category has one or more years of experience in another category, and has more seniority than the least senior paraprofessional in that other category, then the paraprofessional shall be assigned to a position in that other category, even if there is no vacant position in it, and the least senior paraprofessional in that other category shall be displaced from it.
5. **Transfer Procedures:**

(a) The transfer of paraprofessionals within the school system is the responsibility of the Superintendent. A "transfer" in a change in the building in which a paraprofessional works.

(b) In the determination transfers the conveniences and wishes of the individual paraprofessional will be honored to the extent that these considerations do not conflict with the instructional requirement and the best interest of the school system and the pupils. When an involuntary transfer is necessary, seniority in the school system shall be a major, but not an exclusive factor in determining which paraprofessional is to be transferred. Paraprofessionals being involuntarily transferred will be placed in a comparable position if possible. An involuntary assignment or transfer shall be made only after a meeting between the paraprofessional involved and the superintendent, or his designee, at which time the paraprofessional shall be notified of the reasons for the assignment or transfer. In the event that a paraprofessional objects to the transfer at this meeting, a MFP representative, upon request of such paraprofessional, will meet with the Superintendent or his designee to discuss the transfer.

(c) September vacancies shall be posted by the previous June 15 if known by that date. September vacancies, which become known between June 15, and the close of school shall be posted when known. Vacancies which become known during the summer need not be posted, but on or before May 1 annually the paraprofessionals interested in transferring to other schools or positions should indicate such a desire in writing on the transfer form provided by the administration, and this written manifestation shall be used as a guide in filling vacancies which become known during the summer. Vacancies arising during the school year shall be posted either when they arise, or for the following September, 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.

(d) Exceptions to the provisions of paragraphs (b) and (c) above may be made if the Superintendent determines that it is absolutely necessary to do so in the best interest of the paraprofessional and/or school affected.

(e) An "assignment is a paraprofessional's job placement within a single school building. The assignments of paraprofessionals within a building shall be at the discretion of the building principal in conjunction with the Director of Special Education and Pupil Services.

(f) Whenever possible, paraprofessionals shall be notified regarding their school worksite as well as their assignment no later than the 1st Friday of August each year.
6. Paraprofessionals, laid off because of lack of work or lack of funds, shall, in the direct order of their seniority within their particular school program, be provided first opportunity for re-employment within a period of fifteen (15) months from the date of their layoff. Failure to accept an offer of re-employment in an assignment with at least as many hours as the employee's previous assignment will result in loss of re-employment rights under this section.

7. Paraprofessionals, provided they are qualified and further provided that no paraprofessionals are available for recall as set out hereinabove, may be recalled, in the direct order of their seniority, by the Board, to be re-employed in positions to which they were not attached at the time of their layoff.

8. Notice of any vacancy shall be posted to the Superintendent's Bulletin Board for at least five (5) working days. Paraprofessionals seeking any such vacancy shall file their applications within the time limits specified in the notice.

ARTICLE VIII
GRIEVANCE PROCEDURE

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 paraprofessionals provided for in this Agreement. The Board and the Federation agree that these proceedings shall be kept as in formal and confidential as may be appropriate at any level of procedure. The Board also agrees to make available to any aggrieved person and/or his 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 any appropriate member of the administration.

1. Definitions:

A "grievance" is hereby defined to mean (a) a complaint by a paraprofessional or a group of paraprofessionals based upon an alleged violation of or variation from the provisions of this Agreement, or the interpretation, meaning or application thereof: (b) that the Board failed to act in good faith in exercising its judgment or discretion. An "aggrieved person" is a person, or a group of persons, including the Federation, making such a complaint. 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.
2. Procedure:

(a) Since it is important that the grievance 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 agreement.

(b) 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.

(c) **Level One – Principal or Immediate Supervisor:**

A member of the Unit with a grievance or dispute shall first discuss it with the principal or his designee, either directly or through the Federation 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.

(d) **Level Two – Superintendent of Schools:**

(1) In the event that such aggrieved member of the Unit is not satisfied with the disposition of his 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 may submit a written grievance to the Superintendent of Schools within ten (10) school days after the decision from Level One, or fifteen (15) school days after the grievance was presented, whichever sooner occurs.

(2) The Superintendent shall represent the Board at this level of the 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.
(e) **Level Three – Board of Education:**
In the event that the aggrieved member of the Unit is not satisfied with the disposition of his grievance at Level Two, or in the event no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file a written grievance, indicating such dissatisfaction, with the Board, within ten (10) school days after a decision by the Superintendent, or fifteen (15) school days after he has first met with the Superintendent, whichever sooner occurs. Within ten (10) school days after receiving the written grievance, a committee of the Board shall meet with the aggrieved member of the Unit for the purpose of resolving the grievance. However, the ultimate decision on the grievance at Level Three shall be rendered by the full Board.

(f) **Level Four – Arbitration:**

1. In the event that the aggrieved member of the Unit is not satisfied with the disposition of his/her grievance at Level Three, the Federation may, within ten (10) school days after a decision by the Board or twenty (20) school days after the aggrieved member has first met with the Board Committee, whichever sooner occurs, submit the grievance to arbitration. Only the Federation may submit a grievance to arbitration.

2. The grievance shall be submitted to the American Arbitration Association to be arbitrated in accordance with its rules and regulations.

3. Costs for the services of an arbitrator shall be paid sixty (60%) percent by the Board and forty (40%) percent by the aggrieved member.

3. **Rights of Paraprofessionals to Representation:**

(a) No reprisals of any kind shall be taken by the Board or by any member of the Administration against anyone by reasons of participation in the grievance procedure or support of any participant thereto.

(b) Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his immediate superior or processing a grievance in his own behalf in accordance with the grievance procedures as are set forth hereinabove.
4. Miscellaneous:

(a) Decisions rendered at Levels One, Two, and Three of the grievance procedure shall be in writing setting forth the decisions and the reasons therefor and shall be promptly transmitted to all parties of interest and to the President of the Federation.

(b) All documents, communications, and records conceived with the processing of a grievance shall be filed separately from the personnel files of the participants.

(c) 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 Federation and given appropriate distribution by the Federation so as to facilitate operation of the grievance procedure.

(d) A grievance shall be waived if it is not initiated within thirty (30) school days after the aggrieved knew or should have known of the act or condition responsible for the grievance.

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.

ARTICLE IX
FEDERATION RIGHTS

1. Dues Deductions:

(a) All paraprofessionals who are members of the Union on the effective date of this Agreement shall as a condition of continued employment remain members of the Union during the term of this Agreement. All paraprofessionals who are hired on or after the effective date of this Agreement shall as a condition of continued employment, within thirty (30) days of their date of hire, either become and remain members of the Union during the term of this Agreement, or alternatively, pay an amount equivalent to the periodic dues uniformly required of Union members.

(b) Procedure:

(1) Paraprofessionals shall file dues deduction authorization with designated Federation representatives.
(2) Federation officials shall coordinate and organize the individual authorizations and present to the Payroll Personnel and the Board's Central Office a singly alphabetized list of persons authorizing such payroll deductions.

(3) The above list, signed by the Federation's designated officer, shall constitute the deduction authorization for the Board's payroll personnel.

(4) Such deductions shall be paid to the local Federation.

(5) The dues deduction list shall be presented to the Board’s payroll department not later than October 1st of each year and equal deductions shall be made monthly during the school calendar year.

(e) The Federation agrees to indemnify and save the Board harmless from any and all claims, judgments, loss or damage, including court costs and attorney's fees arising as a result of the Board's compliance with this Article, whether in judicial, administrative or arbitration proceedings.

2. The Federation herein recognizes the Board policy, which invites the Federation to a meeting, prior to the establishment of the annual budget, concerning budget items, which are relevant to the paraprofessional.

3. 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.

4. The Board shall distribute to each member of the bargaining unit a copy of this Agreement.

5. The Superintendent of Schools may grant no more than a total of three (3) days leave, at no loss of pay, to members of the bargaining unit to serve the local, state or national Federation.

6. All paraprofessionals shall be disciplined for just cause only. This provision shall not apply to any paraprofessional during his/her probationary period as cited in Article VII (Seniority), Paragraph 1 of this Agreement.
ARTICLE X
SALARIES

1. The Schedule of Wages is set forth in Appendix A. Step movement shall occur in the third year 2012-2013, of the Agreement.

ARTICLE XI
INSURANCE

1. The following health insurance and prescription coverage shall be available to all paraprofessionals:

Health Insurance/Prescription Program: A Group Insurance/Preferred Provider Access Plan with the following features:

(a) three-tier drug plan with $5/$15/$25 co-payment, and 2x co-payment for 90-day mail order supply.

(b) $15 office visit co-payment.

(c) $15 PT/OT/Chiro co-payment.

(d) $250 hospital admission co-payment.

2. Health benefits enumerated in Paragraph above shall be available to all paraprofessionals, their spouses, and their children (including unmarried children between the ages of nineteen and twenty-five [19-25] years, either living at home or attending an accredited college or university). During the 2010-2011 school year, each paraprofessional shall pay the same dollar amount for his or her premium cost share for health insurance benefits that was in effect during the 2009-2010 school year. In the 2011-2012 school year each paraprofessional shall pay 7.5% premium cost share and the Board will pay 92.5% for the level of benefits that the paraprofessional selects (i.e. single, two person or family). In the 2012-2013 school year each paraprofessional shall pay 8% of premium cost share and the Board will pay 92% for the level of benefits that the paraprofessional selects (i.e. single, two person or family), and twenty percent (20%) for dependent coverage (difference between individual and dependent coverage), with the remaining percentages being paid by the individual para through payroll deduction. Dental insurance will be made available at no cost to the Board during the term of this agreement.
3. The Board may elect to change carriers for any of the benefits specified in this Article, provided the coverage is comparable to the coverage in effect immediately prior to the change, and provided the cost to the employees is not greater than it would be if no such change had been made. The Board may also elect to implement a program of cost containment procedures (such as admission planning services, second surgical opinions, hospital bill audits, etc.) provided the cost to the employees who follow such procedures is not greater than it would be if no such program had been implemented. Notwithstanding the first sentence of this paragraph, the Board will not change the carrier or funding mechanism prescribed in Paragraph 1(b) hereinafore, during the term of this Agreement without the consent of the MFP, which consent will not be unreasonably withheld.

4. Term Life Insurance

The Board shall provide to each paraprofessional within the bargaining unit term life insurance in the amount of ten thousand dollars ($10,000.00); and the Board shall pay the full premium costs thereon.

5. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall implement as soon as practicable, but no later than July 1, 2004, a Section 125 salary reduction agreement that shall be designed to permit exclusion from taxable income the employee's share of the medical insurance premiums.

ARTICLE XII
NO STRIKE CLAUSE

Employees in the bargaining unit in accordance with Section 7-475, Connecticut General Statutes, do not have the right to strike and such strikes are prohibited.

ARTICLE XIII
SAVINGS CLAUSE

1. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Federation.

2. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.
ARTICLE XIV
LONGEVITY

1. Any paraprofessional who has completed at least ten (10) but less than fifteen (15) full school years of continuous service with the Middletown Public Schools shall be entitled to a two hundred dollar ($200) longevity payment on his/her anniversary date of employment in each of those years.

2. Any paraprofessional who has completed fifteen (15) or more full school years of continuous service with the Middletown Public Schools shall be entitled to a three hundred dollar ($300) longevity payment on his/her anniversary date of employment in each of those years.

ARTICLE XV
MISCELLANEOUS

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

2. Paraprofessionals who are required to use their own vehicles in the course of their employment to carry out the authorized duties of the Board shall be reimbursed for such mileage at the current IRS rate per mile.

3. Paraprofessionals who are assigned to cover classes alone in the absence of a teacher shall be compensated at one and one-half (1 1/2) times their normal hourly rate of pay for the duration of such assignment. Due to the nature of the work and responsibilities of the DTI position, DTI's are required to work one-on-one with students and will not qualify for coverage.

4. Members of the Unit, upon retirement or death, who have been in the employment of the Board for fifteen (15) years or more years, and provided they have accumulated at least forty (40) sick days, as prescribed for in Article VI (Leaves of Absence), Paragraph 1, at the time of their separation the paraprofessional shall receive two thousand five hundred dollars ($2500) at the time of retirement or death.

5. Members of the unit, upon retirement, after at least twenty (20) years of service and attaining at least sixty (60), shall have the right to purchase, at the their expense, health benefits as describe in this agreement, up to the age of eligibility for Medicare.

6. DTI's who are required to work a full 12-month year shall receive one week of paid vacation after the completion of one-year service.

7. The Board shall reimburse employees the costs for successful completion of state or federal mandated tests required to retain specific position (s), except such tests as are mandated under the federal No Child Left Behind Act as of the date of this agreement.
ARTICLE XVI
HOLIDAYS

1. DTI’s who are required to work on scheduled paid holidays shall be compensated at their hourly rate of pay for the actual hours worked on that day plus paid for the designated holiday.

2. Employees shall be paid for the following holidays at their regular rate of pay:

(a) Columbus Day.
(b) Veteran's Day.
(c) Thanksgiving Day.
(d) Day after Thanksgiving.
(e) Martin Luther King's Birthday.
(f) President's Day.
(g) Memorial Day.
(h) Labor Day.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed as of the 31st day of May 2011.

Signed, Sealed and Delivered in the Presence Of:

MIDDLETOWN BOARD OF EDUCATION

It's Chairperson

MIDDLETOWN FEDERATION OF PARA-
PROFESSIONALS, AFT, LOCAL #3161,
AFT-CT, AFL-CIO

[Signatures]

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# APPENDIX A

## WAGE SCHEDULE

### 2010-2011

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APPENDIX B
STEP PLACEMENT

1. The individual will be placed on the next higher step in those years in which step movement is granted if he/she has completed five months of work or more at the end of each school year. Each employee will be placed on the proper step in September and remain on that step for the entire school year.
UNDERSTANDING YOUR 403(b) PLAN

Important Information for Plan Participants

Your employer offers a 403(b) plan to help you save for retirement. This document answers some of the most commonly asked questions about these types of plans. If you still have questions after reviewing this document, please contact your benefits department.

1. What are the different types of 403(b) plans?
There are two types of 403(b) arrangements: non-ERISA and ERISA.

Non-ERISA 403(b) plans are funded solely with money that employees have deducted from their paychecks to contribute to the plan.

ERISA 403(b) plans can be funded with:
- Employer contributions made:
  - At the employer's discretion
  - To match a percentage of employee contributions
- Employee contributions made:
  - Before taxes
  - After taxes
  - A combination of the above

Contact your benefits department to find out the type of plan your employer offers.

2. How are my contributions made into the plan?
You determine the amount to be deducted from each paycheck and deposited into your 403(b) annuity or custodial account. When you want to change the amount being deducted, contact your benefits department.

The money you contribute is 100% vested, which means it belongs to you. You will owe taxes on withdrawals consisting of contributions that you made before taxes. You will also be taxed on any earnings derived from those contributions.

The money your employer contributes, if any, may be subject to a vesting schedule. In other words, you may have to be employed for a certain length of time (not to exceed six years) before you are fully vested.

3. How much can I contribute to the plan each year?
The contribution limit for 403(b) plans for 2007 is 100% of compensation or $15,500, whichever is less. This amount potentially increases annually, in $500 increments, for inflation.

4. Can I make catch-up contributions to the plan?
Contact your benefits department to find out whether your plan permits catch-up contributions and, if so, what type of catch-up contribution. If you're aged 50 or older before the end of a plan year (Dec. 31), you can make an additional annual catch-up contribution. The catch-up contribution limit is $5,000 in 2007. This amount potentially increases annually, in $500 increments, for inflation.

In addition, participants with 15 or more years of service with the same employer may increase their contributions by an additional $5,000 annually ($15,500 lifetime maximum) into the plan.

5. Are tax credits available with 403(b) plans?
A non-refundable tax credit is available for certain low-income individuals who make contributions to 403(b) plans. The credit ranges from 10% to 50% of the contribution up to a $2,000 maximum contribution.

6. What investment alternatives are allowed under 403(b) plans?
Investment alternatives under 403(b) arrangements are limited to annuity contracts, custodial accounts (mutual

* Please consult your tax advisor for details.

This publication is designed to provide accurate and authoritative information regarding the subject matter covered. It is made available with the understanding that A.G. Edwards is not engaged in rendering legal, accounting or tax-preparation services. If tax or legal advice is required, the services of a competent professional should be sought.

A.G. Edwards' view is that investment decisions should be based on investment merit, not solely on tax considerations. However, the effects of taxes are a critical factor in achieving a desired after-tax return on your investment.

The information provided is based on internal and external sources that are considered reliable; however, the accuracy of the information is not guaranteed.

Specific questions on taxes as they relate to your situation should be directed to your tax advisor.

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funds), life insurance and retirement income accounts of churches and other nonprofit organizations. Your benefits department can inform you about the investment alternatives available under your plan.

7. Is moving from one investment vehicle into another allowed under the plan?

If the plan is a non-ERISA 403(b) plan (funded by employee contributions only), you may transfer your existing balances to an investment vehicle of your choice. (Acceptable investments are listed in the answer to question six.) Surrender and/or distribution fees, if applicable, would apply to the amount transferred. While these transfers of your existing balance are permitted, ongoing contributions must be invested into an employer-approved vehicle.

For an ERISA 403(b) plan, transfers can be made only to other plan investments. If employees are dissatisfied with the existing investment alternatives, they should petition their employer to add to or replace the available investment alternatives.

8. What distribution options are available?

Distributions may be lump-sum, installment or annuity payments. Participants may take distributions based on one of the following events:

- Death
- Disability
- In-service withdrawals
  - Non-ERISA 403(b): attainment of age 59½
  - ERISA 403(b): governed by plan document
- Attainment of age 70½ (money contributed prior to 1987 may be deferred until age 75)
- Separation from service

If you are younger than age 59½ when you make the withdrawal, you may be subject to a 10% IRS penalty.

9. Are 403(b) distributions eligible for rollover into an IRA or other qualified plans?

Yes. Distributions from 403(b) plans are eligible for rollover to IRAs, other 403(b) plans or other qualified plans (e.g., 401(k) or 457(b) plans). Rollovers of 403(b) distributions into other qualified plans and 457(b) plans are allowed only if the receiving plan permits.

10. When do I have to start making withdrawals from the plan?

Mandatory withdrawals known as required minimum distributions (RMDs) must generally be taken annually starting no later than April 1 of the year following the year in which a participant attains age 70½. If you continue working past age 70½, you may be able to delay taking RMDs. In addition, if a portion of the account balance was contributed to the plan prior to 1987, the RMD on the pre-1987 balance may be deferred until age 75. Any contributions and earnings after 1987 are governed by the current rules regarding distributions at age 70½.

For more information about RMDs, contact your A.G. Edwards financial consultant for a copy of our "Taking Mandatory Retirement Distributions at Age 70½" report.

Our Relationship With You

In serving you, we generally act as a broker-dealer but may act as an investment advisor for certain accounts for which we are appointed as investment advisor, and our obligations will vary with the role we play. Unless we otherwise indicate in writing, we are acting only as a broker-dealer. Where we act as a broker, our primary role is to execute trades for you based on your instructions; our interests may not always be the same as yours, and any advice we give is incidental to our brokerage services. We are paid both by you and sometimes by people who compensate us based on what you buy. Therefore, our profits and our salespeople's compensation may vary by product and over time. Where we act as an advisor, our primary role is to give you advice, help you manage your investments or help you hire another advisor to do so. In such cases, the fee is charged generally based on assets under management. Please ask us questions to make sure you understand your rights and our obligations to you, including the extent of our obligations to disclose conflicts of interest and to act in your best interest. Please consult "Important Information About Your Relationship With A.G. Edwards" on agedwards.com/disclosures for a discussion of the differences between our brokerage and advisory services.
COMMONLY ASKED QUESTIONS ABOUT 403(b) PLANS

Important information from A.G. Edwards

1. What is a 403(b) plan?

There are two types of 403(b) arrangements: non-ERISA and ERISA.

Under a non-ERISA 403(b) arrangement, employee participation is entirely voluntary, there are no reporting and disclosure requirements, and there are no employer contributions. These plans are solely funded by employee elective deferrals under a salary reduction agreement.

ERISA 403(b) arrangements can be funded with employer matching contributions, employer discretionary contributions, employee elective deferrals under salary reduction agreements, employee after-tax contributions or a combination thereof. These arrangements are subject to IRC Title I reporting and disclosure requirements. Depending on the plan’s structure, additional ERISA requirements may apply.

2. Who are eligible sponsors of 403(b) plans?

Only Code 501(c)(3) tax-exempt organizations, public schools and certain governmental employers (including Native American tribes) with no regulatory authority may sponsor a 403(b) plan.

3. What types of contributions are made to the plan?

Non-ERISA 403(b) arrangements are solely funded by employee elective deferrals. The deferral contributions are 100% vested.

ERISA 403(b) arrangements can be funded with employer matching contributions, employer discretionary contributions, employee elective deferrals under salary reduction agreements, employee after-tax contributions or a combination thereof. Employer contributions to the ERISA 403(b) plan may be subject to a vesting schedule.

4. What are the 403(b) contribution limits?

The annual 403(b) elective deferral limit is 100% of compensation, not to exceed $15,500 for 2007. The limit is indexed for inflation in $500 increments.

The Section 401(a)(17) annual compensation limit is $225,000 for 2007. The maximum annual allocation of combined deferrals and employer contributions is the lesser of 100% of an employee’s gross pay or $45,000 for 2007. Annual indexing of compensation for inflation is in $5,000 increments.

5. Are catch-up contributions allowed under 403(b) plans?

A 403(b) plan participant aged 50 or older before the end of a plan year can make an annual catch-up contribution to a 403(b) plan, if permitted under the plan. The catch-up contribution limit is $5,000 for 2007. It is indexed for inflation in $500 increments.

In addition, participants with 15 or more years of service with the same employer may qualify to increase their contributions to the plan by up to an additional $3,000 annually ($15,000 lifetime maximum).

Annual catch-up contributions are not subject to any other contribution limit or to any nondiscrimination rules. However, all plans of any employer (on a controlled group basis) must let all eligible individuals make catch-up contributions in a similar manner. Employers may make matching contributions with respect to catch-up contributions.
6. Are tax credits allowed within 403(b) plans?

A nonrefundable tax credit is available for certain low-income individuals who make contributions to certain plans, including 403(b) plans. The tax credit ranges from 10% to 50% of the contribution, up to a maximum contribution of $2,000.

7. Are there any 403(b) investment limitations?

Non-ERISA and ERISA 403(b) arrangements are limited to annuity contracts, custodial accounts (mutual funds), life insurance and retirement income accounts of churches.

8. What distribution options are available under 403(b) plans?

Distributions may be in the form of lump sum, installment or annuity payments. Participants may take distributions based on one of the following distributions:

- Death
- Disability
- Annuity of age 59 1/2 (applies to non-ERISA 403(b) elective deferrals under a custodial plan; ERISA 403(b) in-service withdrawals are governed by the plan)
- Annuity of age 70 1/2 (pre-1987 accruals may be deferred until age 75)
- Separation from service

The termination of a 403(b) plan is not a distributable event, thus, participants are not eligible to take distributions from the plan.

Distributions from 403(b) plans are eligible for rollover to and from any combination of IRAs, 403(b) plans or other qualified plans (e.g., 401(k) or 457(b) plans). Distributions into other qualified plans, 457(b) plans and IRAs are allowed only if the receiving plans permit.

9. What are the mandatory distribution rules that govern 403(b) plans?

Generally, the rules for taking mandatory distributions from 403(b) plans are the same as for other qualified plans, but certain 403(b) participants may use one additional advantage. The rule states that distributions must be taken no later than April 1 following the year in which a participant attains age 70 1/2, retires or separates from service. However, if a portion of the account balance is pre-1987 contributions, the mandatory distribution on the pre-1987 balance may be deferred until age 75. Any contribution and earnings after 1987 are governed by the current rules regarding distributions at age 70 1/2.

10. How can my A.G. Edwards financial consultant help me choose the best 403(b) option?

Because your A.G. Edwards financial consultant is not bound by product sales quotas, he or she has the freedom to help you choose the retirement or 403(b) plan best suited right for your needs. We all have different investment objectives, and with the range of products an A.G. Edwards financial consultant can offer, he or she can help you select a 403(b) plan that fits your specific situation.

* A.G. Edwards does not render legal, accounting or tax-preparation advice. Consult your tax and legal advisors regarding your specific situation.

In serving you, we generally act as a broker-dealer but may act as an investment advisor for certain accounts for which we are appointed as investment advisor, and our obligations will vary with the role we play. Unless we otherwise specifically indicate in writing, we are acting only as a broker-dealer. Please consult "Important Information About Your Relationship With A.G. Edwards" on agedwards.com/disclosures for a discussion of the differences between our brokerage and advisory services.

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