Agreement Between

Middletown Federation of Paraprofessionals
Local 3161 AFT Connecticut

-and-

Middletown Board of Education

January 1, 2015 through June 30, 2016
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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-certified person employed by the Middletown Board of Education whose function is to assist teaching and administrative staff by performing duties associated with support of specific students and programs.

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, ancestry, age, sex, sexual orientation, physical or mental disability, marital status, pregnancy, genetic information, or gender identity or expression, 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. 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 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. In the event of cancellation of scheduled school days for students due to inclement weather or other reasons, employees may choose to either receive a pay advance for rescheduled days to be made up at the end of the school year, or use a personal leave day (if the employee has such paid personal leave days available). In the event that a paraprofessional has no paid personal leave available, a paraprofessional may convert up to an additional three (3) paid sick leave days (if the employee has such paid sick leave days available) into personal leave days for the sole purpose of receiving pay on such days in lieu of a pay advance. No new employees will be hired to work less than five (5) hours per scheduled school day without prior consultation with the Union.

In the event that paraprofessional leaves employment after receiving a pay advance for a rescheduled day as described above, but prior to working on the rescheduled day, the departing employee shall reimburse the Board for such pay advance by deducting the pay advance amount out of the employee’s last paycheck. The departing employee shall execute such forms as may be required by the Department of Labor in order to effectuate the purpose of this paragraph.

In the event there are more than five (5) inclement weather closures within a school year, the parties agree to meet and confer regarding this paragraph.

2. 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 students’ lunch period.

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

4. Paraprofessionals shall be compensated at their normal rate of pay during the lunch recess period and lunchroom duty period, whether or not a certified staff member is present.

5. Paraprofessionals shall be notified by July 1st of anticipated re-employment for the following year; and by August 15th or as soon as known by the Administration of their anticipated schedules for the following year. The Federation President shall be provided with the master schedules when such schedules are released. If conditions arise where changes must be made, the Federation President shall be notified as soon as such determination is made.

6. 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, provided the administration determines that such continuation is appropriate, based on student and/or programmatic need.

7. No paraprofessional hired on or after July 1, 2007 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 on or before June 30, 2007 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 weeks, in which case the employee shall be paid for his/her normal rate of pay for the newly established work day, unless he or she works more than forty (40) hours in one week.

8. Wages shall be paid based on actual hours worked and approved paid leave time, on a weekly basis, on the Board’s established pay schedule dates. In the event that there is an emergency that causes a delayed opening or early closure of the schools, the paraprofessional shall receive payment for the hours he/she was originally scheduled to work.

On the following specific days, if the Superintendent, in his/her discretion, decides to schedule these days as shortened day for students, paraprofessionals may be approved for payment for a full day's work:

- Wednesday immediately before Thanksgiving
- Christmas Eve
- Last Day of School
- Parent/teacher conference Days (twice per year)

On such days, the Superintendent may require paraprofessionals to engage in training, professional development or other duties for the remainder of the day, before students report to school and/or after students have been dismissed.

9. Each paraprofessional shall be required to utilize electronic direct deposit to financial institution(s) of their choice, chosen from a list of pre-approved financial institution(s) maintained by the Board. Employees who, as of June 30, 2013, have elected to receive a paper paycheck rather than utilizing direct deposit, shall have until June 30, 2015 to convert to an electronic deposit system.
ARTICLE VI
LEAVES OF ABSENCE

1. Paraprofessionals shall accrue sick days at the rate of 1.5 per month. Unused sick leave may be accumulated to a sum not to exceed one hundred and ten (110) days. Sick leave shall not continue to accrue for any time period that an employee is on a leave of absence with or without pay.

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, 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 paraprofessional shall provide as much notice of the surgery as possible. Paraprofessionals shall attempt to schedule medical procedures over which they have control during the summer months and school vacation periods.

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 Director of Pupil Services, Assistant Superintendent or Manager of Human Resources suspects that an abuse of sick leave has occurred, the Board may require a doctor’s note and/or medical opinion by a Board-appointed physician regarding the need for paid sick leave. Cost of securing any such medical opinion shall be borne by the Board. If a dispute continues to exist pertaining to the need for paid sick leave after the Board has exercised its rights under this paragraph to secure a medical opinion shall be submitted to a mutually agreeable medical professional for an opinion. In the event that the parties cannot reach agreement on the medical professional to be utilized, the professional shall be selected by agreement of the Board’s physician and the employee’s physician. The cost of the additional medical opinion described in this paragraph shall be borne equally by the Board and the employee.

4. A paraprofessional shall be entitled to full pay at current base rate for absence due to jury duty. Upon initial receipt of the call to jury duty, a paraprofessional called to jury duty shall inform the Human Resources Office as soon as possible of such call to jury duty, by providing a copy of the call to jury duty. The employee shall provide the Human Resource Office with any documentation of jury duty served, including compensation. Board’s obligation shall be limited to compensating the paraprofessional the difference, if any, between his/her current base rate and jury compensation.

5. Up to a total of three (3) days paid bereavement leave, for each death of an immediate family member of the paraprofessional or of an immediate family member of his/her spouse. For the purposes of this provision, immediate family shall be defined as spouse, child, sibling, parent, or grandchild, or grandparent. At the discretion of the Superintendent, leave under Article VI, ¶9 may be granted to
attend funerals of persons not covered by this paragraph. One (1) day's paid leave shall be allowed for the purpose of attending the funeral of the paraprofessional's 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 disableity.

   (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 spouse 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.

      (4) Paraprofessionals who fail to notify the Board in writing of an intent to return from a leave as provided in this section, on or before April 1st of the year in which such leave is being taken, shall forfeit all further re-employment rights.

   (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 there from, shall submit forthwith to the Superintendent a medical opinion in writing supporting such a disability.

(f) 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 (c) 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 calender year, for the observance of major religious holidays.

9. Each paraprofessional shall be entitled to three (3) personal days 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 (including inclement weather days) or graduation or school event of the paraprofessional or an immediate family member. Approval for such personal days shall not be unreasonably denied. Full time employees shall be credited with three (3) Personal Days at date of hire or transfer, if hired between July 1st and October 31st, credited with two (2) Personal Days at date of hire or transfer, if hired between November 1st and February 28th, and one (1) Personal Day at date of hire or transfer, if hired between March 1st and June 30th. Such leave may not be used to extend a school vacation or holiday, except in extenuating circumstances, in the discretion of the Superintendent or designee.

10. Any paraprofessional who wishes to take his or her personal day shall make application, to the Manager of Human Resources. 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.

11. Paraprofessionals who will be absent from school for any reason are required to contact one person at the building level and one person at Central Office as may be designated by the Board.

12. Paraprofessionals may only take approved leaves in accordance with contractual requirements. Failure to complete applicable leave documentation may result in loss of pay and/or disciplinary consequences.

13. Paraprofessionals shall be afforded family and medical leave benefits in a manner consistent with state law and Board policy. Any such leaves taken shall run concurrently with such paid leave as may be available to the paraprofessional. This section is for information purposes only, and shall not be subject to the grievance procedure.

14. In extraordinary circumstances, the Superintendent may, in his/her discretion, grant paraprofessionals additional paid or unpaid leave time. This paragraph shall not be subject to the grievance procedure.

ARTICLE VII
SENIORITY
1. Seniority shall be defined as the paraprofessional's length of systemwide continuous 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 of continuous service, 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 paraprofessional position to another.

2. 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 most recent day of hire within the bargaining unit.

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. Consistent with this principle, in the event it is necessary to reduce the number of paraprofessionals in any one of the three (3) categories within the paraprofessional classification; paraprofessional, behavior technician, or preschool paraprofessional, the least senior paraprofessional(s) shall be displaced from that category, provided that the more senior employees retained by the Board possess the appropriate qualifications for the remaining position(s), as determined by the Superintendent, based on the duties and/or requirements of the remaining positions. A displaced paraprofessional 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.

4. **Transfer/Assignment 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 of transfers, the conveniences and wishes of the individual paraprofessional will be honored to the extent that these considerations do not conflict with the instructional requirements and the best interests 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/her 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/her designee to discuss the transfer.
(c) (i) 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.

(ii) Vacancies that become known during the summer need not be posted, but on or before May 1st 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.

(iii) Vacancies arising during the school year shall be posted either when they arise, or for the following September, at the option of the Superintendent.

(iv) Vacancies resulting from lateral transfers need not be posted.

(v) 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 administration.

(f) Whenever possible, paraprofessionals shall be notified regarding their school worksite as well as their assignment no later than August 15th each year.

5. Notice of any vacancy shall be posted to the paraprofessionals' email addresses, Human Resource Office and MPS website 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 informal 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) 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.

(b) An "aggrieved person" is a person, or a group of persons, including the Federation, making such a complaint.

(c) 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.

(d) A “day” is a work day. During the summer school recess, a day is a business day.

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 written agreement.

(b) 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/her 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.

(c) Level Two — Superintendent of Schools:

(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) days after presentation of the grievance, he/she may submit a written grievance to the Superintendent of Schools within ten (10) days after the decision from Level One, or fifteen (15) 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) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it.

(d) 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) days after he/she has first met with the Superintendent, he/she may file a written grievance, indicating such dissatisfaction, with the Board, within ten (10) days after a decision by the Superintendent, or fifteen (15) days after he/she has first met with the Superintendent, whichever occurs earlier. Within ten (10) 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, and shall issue a decision within ten (10) days of such meeting.

(e) 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) days after a decision by the Board or twenty (20) days after the aggrieved member has first met with from the Board Committee, whichever occurs earlier, 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/her immediate superior or processing a grievance in his/her 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, in central office.

(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) 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 school district and its paraprofessional 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 Human Resource 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 as nearly equal deductions as practicable shall be made monthly during the school calendar year.

(c) 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 bargaining unit.

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.

**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/$20/$35 co-payment, and 2x co-payment for 90-day mail order supply.
Effective July 1, 2014, a three-tier drug plan with $5/$20/$40 co-payment, and 2x co-payment for 90-day mail order supply.

(b) $20 office visit co-payment.
Effective July 1, 2014, a $25 office visit co-payment.

(c) $20 PT/OT/Chiro co-payment.
Effective July 1, 2014, a $25 PT/OT/Chiro co-payment.

(d) $250 hospital admission co-payment.

(e) $20 specialist office visit co-payment.
Effective July 1, 2014, a $25 specialist office visit co-payment.

(f) $25 urgent care co-payment.
Effective July 1, 2014, a $25 urgent care co-payment.

(g) $50 emergency room co-payment.
Effective July 1, 2014, a $100 emergency room co-payment.

(h) $0 outpatient surgery co-payment.
Effective July 1, 2014, a $100 outpatient surgery co-payment.

(i) $0 high cost diagnostic co-payment.
Effective July 1, 2014, a $75 high cost diagnostic co-payment ($375 annual cap per plan year).

(j) $200/$500/$500 out of network deductible.
Effective July 1, 2014, $500/$1,000/$1,500 out of network deductible.

(k) $1,000/$2,000/$2,000 out of pocket maximum.
Effective July 1, 2014, $1,500/$3,000/$3,500 out of pocket maximum.

Master Group policies are available in the Human Resource Office for more specifics. The master certificates and/or policies are the governing documents when it comes to the Board’s insurance plans; the information contained herein is intended as a summary.

2. Health benefits enumerated in Paragraph 1 above shall be available to all paraprofessionals, their spouses, and their children in accordance with applicable law

<table>
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<tr>
<th>YEAR</th>
<th>BOARD COST FOR INDIVIDUAL COVERAGE</th>
<th>*BOARD COST FOR DEPENDENT COVERAGE</th>
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<td>20%</td>
</tr>
<tr>
<td>2014-15</td>
<td>89%</td>
<td>25%</td>
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</table>
*Dependent premium cost-share percentage applied to difference between individual and dependent (e.g. two person or family) coverage.

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. 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.

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 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.

6. Additional Insurance Plans

The Board shall have the right to offer additional insurance plans as alternatives to the plans described above. The Board shall have the right to establish the percentage employee premium contribution for any such plan.

**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.

3. Employees hired on or after January 1, 2015 shall not be eligible for longevity payments.

**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 by an administrator to act as a substitute teacher to cover a class (including preschool classes) alone in the absence of a certified professional and/or substitute 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, rounded to the nearest 15 minute interval. Paraprofessionals who work one-on-one with a specific student or with specified groups of special education students will not qualify for the coverage differential, unless the building administrator specifically designates the specific paraprofessional as substitute teacher. Only one paraprofessional shall qualify for the coverage differential as substitute teacher for each class covered under this paragraph.

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 age sixty (60), shall have the right to purchase, at their expense, health benefits offered to active employees under this agreement, up to the age of eligibility for Medicare.

6. In the event that the state or federal government mandates successful completion of tests to retain specific position(s), the parties shall meet to negotiate the impact of such mandates. Such tests as are mandated under the federal No Child Left Behind Act as of the date of this agreement shall not be paid for by the Board of Education. For preschool paraprofessionals holding the Child Development Associate credential and working in a position for which the Child Development Associate credential for school readiness and/or NAEYC accreditation (based on the requirements in existence on July 1, 2014) is required, the Board shall reimburse such employees the tuition costs for the required classes for recertification for such credential. In order to qualify for the tuition reimbursement described in this paragraph, such tuition costs must be approved in writing in advance by the Director of Pupil Services. The Director of Pupil Services may require an employee to attend classes available at a lower cost. In the event that NAEYC and/or school readiness programs change the requirements for such credential after July 1, 2014, the parties shall meet to negotiate the impact of such change.

ARTICLE XVI
HOLIDAYS

1. 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.
ARTICLE XVI
DURATION AND SIGNATURE PAGE

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 ___ day of _December_.

Signed, Sealed and Delivered in the Presence Of:

_ [Signature]

MIDDLETOWN BOARD OF EDUCATION

Its Chairperson

_ [Signature]

MIDDLETOWN FEDERATION OF PARA-PROFESSIONALS, AFT, LOCAL #3161

_ [Signature]
APPENDIX A

WAGE SCHEDULE

2013-2014
(1.31% GWI; 4.0% Total Cost)

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2014-2015
(2.55% GWI, No Step; 2.55% Total Cost)

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2015-2016
(0.00% GWI, No Step; 0.00% Total Cost)

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<td>15.20</td>
<td>15.92</td>
<td>17.16</td>
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</tbody>
</table>

There shall be step movement retroactive to July 1, 2013, there shall be no step movement effective July 1, 2014 and July 1, 2015. Employees must be employed on January 1, 2015 in order to be eligible for a retroactive wage payment.
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.
APPENDIX C

403B Employee Contributory Plan

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 $3,000 annually ($15,000 lifetime maximum) into the plan.

5. Are tax credits available with 403(b) plans?
   A nonrefundable 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 adviser for details.

This publication is designed to provide accurate and authoritative information regarding the subject matter covered. It is not intended to provide legal advice. As such, it is not a substitute for the services of a competent professional. The information provided is intended to be used as a guide for general information purposes only. The reader is encouraged to consult with their professional advisors regarding any specific issues or problems they may have.

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Specific questions on issues that relate to your situation should be directed to your tax advisor.
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 59 1/2
  - ERISA 403(b): governed by plan document
- Attainment of age 70 1/2 (money contributed prior to 1987 may be deferred until age 75)
- Separation from service
  If you are younger than age 59 1/2 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 or 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 70 1/2. If you continue working past age 70 1/2, 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 70 1/2.

For more information about RMDs, contact you’re A.G. Edwards financial consultant for a copy of our “Taking Mandatory Retirement Distributions at Age 70 1/2” 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 of 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 age_edwards.com 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 chores.

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 distributable events:
- Death
- Disability
- Retirement
- Separation from service

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 have 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, 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 contributions and earnings after 1987 are governed by the current rules regarding distributions at age 70½.

10. How can 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 that’s 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.

*AG 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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MEMORANDUM OF UNDERSTANDING

In the recently concluded negotiations for the 2013-2016 Agreement, the Middletown Board of Education (the "Board") and the Middletown Federation of Paraprofessionals Local 3161 (the "Federation") agreed to the following:

For paraprofessionals hired on or before September 1, 1999 who worked a regular schedule of thirty (30) hours per week during the 2012-2013 school year, such paraprofessionals shall be guaranteed a schedule of not less than thirty (30) hours per week for the term of the 2013-2016 successor agreement, so long as the paraprofessional remains continuously employed. For paraprofessionals hired on or before September 1, 1990 who worked a regular schedule of thirty-two and one-half (32.5) hours per week for the term of the 2013-2016 successor agreement, so long as the paraprofessional remains employed.