AGREEMENT

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

ARTICLE 1

GENERAL

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

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

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adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.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

ARTICLE 2

RECOGNITION

2:1 The Board recognizes the MIDDLETOWN FEDERATION OF TEACHERS, AFT LOCAL 1381, AFT-CT, AFL-CIO as the exclusive bargaining representative for all certified employees who are not represented by the Middletown School Administrators Association or employed at the central office of the Board of Education, for the purpose of negotiating with respect to salary schedules, working conditions, personnel policies and other conditions relative to employment.
2:2 The MFT agrees to represent equally all teachers without regard to membership or participation in, or association with the activities of the MFT or any other employee organization.

ARTICLE 3

DISCRIMINATION

3:1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, physical or mental disabilities, sexual orientation, or other classifications protected by applicable law, political beliefs, activities, or union membership.

ARTICLE 4

MANAGEMENT RIGHTS

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

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

ARTICLE 5

FEDERATION RIGHTS

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

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

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

5:4 The Board of Education shall provide to the Federation and also for each school building, at least one copy of all approved Board of Education policies prior to September 15 of each school year, or within thirty (30) school days of the approval of the policy subsequent to September 15 of each school year.

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

5:6 All Employees shall, as a condition of continued employment, join the MFT, or pay to the MFT a service representation fee equal to the amount a member is charged, or would be charged, for expenses incurred, or to be incurred for collective bargaining, contract administration and grievance adjustments.

5:6:1 The MFT shall establish and notify the Board in writing of the amount of MFT dues and representation fee. The Board agrees to deduct said dues and representation fee from the salaries of the members of the Unit in accordance with Article 22 (Payroll Procedure), Paragraph 22:4.3.

5:6:2 The Federation shall indemnify and hold harmless the Board of Education against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, the administration or enforcement of the provisions of this Section 5:7.

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

ARTICLE 6

TEACHING HOURS AND TEACHER LOAD

6:1 The Board and the MFT recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system. Therefore, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional services above and beyond contract requirements as aforesaid, the following schedules are hereby adopted:
6:1.1 Reporting and dismissal time for the teachers shall be established by the administration, but in no event shall teachers be required to remain on duty for more than a total of forty-five (45) minutes before and after school inclusive, providing the teacher has fulfilled his/her professional obligations or assignments. On any day preceding a non-instructional day, teachers shall only be required to remain on duty fifteen (15) minutes after the dismissal of students, providing the teacher has fulfilled his/her professional obligations or assignments. At any time during the term of the 2009-2012 Agreement, the Board may elect to add up to fifteen (15) minutes per day of instructional time, provided it reduces the teachers’ forty-five (45) minute before and after school obligation by the same number of minutes, subject always to the requirement that the teacher has fulfilled his/her professional obligations or assignments.

6:1.2 Certified staff in the bargaining unit shall have an uninterrupted, duty-free lunch period equivalent to the length of the students' lunch period. On at least three days per week during full school weeks, at the elementary level, certified staff in the bargaining unit shall also have an uninterrupted, duty-free recess period equivalent to the students' recess period. On up to two days each week, certified elementary staff in the bargaining unit shall perform recess duty during the students' recess period. Any certified elementary staff member in the bargaining unit that performs recess duty less than twice in any week shall utilize the other period(s) for common planning purposes. If the Board determines, in its sole discretion, to fund duty aide positions during the life of this agreement, certified elementary staff in the bargaining unit shall have common planning time on these two days during each full week.

6:1.4 High school and middle school teachers shall not be involuntarily assigned classes requiring more than three (3) different subject preparations per day.

6:1.5 Teachers accept the principle of team teaching or other type of cooperative effort, provided it creates a workload no greater than required in the paragraphs hereinabove.

6:1.6 The Board will provide all high and middle school teachers, in addition to their lunch periods, at least 225 minutes of preparation time per week, in blocks of no less than thirty (30) minutes in length at least once per day during all full school weeks. During partial school weeks, the amount of preparation time shall decline on a prorated basis. Nothing in this paragraph shall be construed to limit the Board's unilateral right to alter the scheduling of the student day. If the Board exercises its unilateral right to alter the scheduling of the student day at the middle schools and/or the high school, the parties shall bargain over the impact of such change, if any, on the provisions of this paragraph.

6:1.7 During all full school weeks, at the elementary level, Grades K-5, the Board of Education will provide a minimum of 135 minutes of preparation time in blocks of no less than thirty (30) minutes in length per week, in addition to the duty-free recess period provided three days per week during full school weeks. During partial school weeks, the amount of preparation time shall decline on a prorated basis.
6:1.8 Teachers are expected to be available after pupils are dismissed for the purpose of assisting pupils who request instructional assistance, especially when late buses are scheduled for that purpose.

6:1.9 If the Board exercises its unilateral right to establish a schedule that contains more than seven (7) periods per day that requires teachers at that level to teach more than five (5) periods per day, teachers at those levels in subjects other than Music, Art, Physical Education, Technology Education, and Consumer Science shall have a maximum load of 130 students per academic term.

6:1.10 While the secondary schedule in effect for the 2008-2009 school year remains in effect, Five (5) academic groups per day shall be in the normal teaching assignment for subject matter teachers at the departmentalized secondary level. However, if the Board finds it necessary to assign six (6) teaching periods per day, i.e. thirty (30) teaching periods per week, whether voluntarily or otherwise, the teacher may be assigned to teach a sixth class.

When an additional academic assignment that requires a teacher to teach six (6) periods each day is offered by the administration and accepted by the teacher, or mandated through this process then such additional assignments shall carry a salary differential of $9,500.00 a year. The supervisory (duty) period shall be the only period utilized for such assignments.

(b) Nothing in this paragraph shall be construed to limit the Board's unilateral right to alter the scheduling of the student day. If the Board exercises its unilateral right to alter the scheduling of the student day at the middle schools and/or the high school, the parties shall bargain over the impact of such change, if any, on the provisions of this paragraph.

6:1.11 If the schedule in effect at the high school for the 2008-2009 school year is in effect in any subsequent year, all teachers may be assigned six (6) classes out of the eight (8) class rotation, with a maximum student load of 130 except in the areas of Music, Art, Physical Education, Technology Education, and Consumer Science.

6:1.12 Teachers shall not be required to attend more than thirty-three (33) before or after school meetings per year for building, department, grade level or systemwide purposes. Such meetings shall be conducted within a reasonable time frame, normally not to exceed one (1) hour. The parties recognize that, under emergency circumstances, teachers may be required to attend additional meetings and/or more lengthy meetings.
ARTICLE 7

TEACHING ASSIGNMENTS AND TRANSFERS

7:1 A “transfer” is defined as the movement of a teacher from one building to another within the school district. The transfer of teachers within the school system is the responsibility of the Superintendent or his or her designee. An “assignment” is defined as the grade level or subject matter taught by a teacher within a single building. The assignment of teachers within a school building is the responsibility of the building principal or his or her designee. “Seniority” shall be defined as a teacher’s length of systemwide services in Middletown beginning with a teacher’s most recent date of hire in the Middletown school system. A teacher shall accumulate seniority from year to year, teaching in any school in Middletown, and a teacher shall not lose seniority because the teacher may have transferred from one school to another or from one position to another.

7:1-1 A teacher’s assignment will not be changed during the first four years of his or her service to Middletown except in cases of position elimination or reduction in force. Thereafter, a teacher’s assignment will not be changed more that once every five (5) years, except in cases of position elimination or reduction in force.

7:2 Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned or transferred, the grade level(s), trades and/or subjects that they will have, as soon as practicable and under normal circumstances not later than June 1, provided that in the event of a change of circumstances or conditions during the months of May through August (e.g., resignations) such assignments may be changed as required to meet the situation.

7.3 Any teacher who has been employed by the Board for a minimum of four (4) years and wishes to be considered for a transfer to a position(s) which is vacant or may become vacant in another building for which s/he is certified and qualified shall follow the following procedures:

7.3-1 The teacher shall indicate his/her interest in such a transfer or transfers on or before March 1st of the preceding school year. All teachers who wish to be considered shall indicate the building or building(s), grade level(s) and/or subject area(s) into which they wish to transfer on a form provided by the Office of the Assistant Superintendent for this purpose.

7.3-2 Any teacher who wishes to be considered for a transfer shall also submit a letter of interest regarding each position, and a sample lesson plan.

7.3-3 The Superintendent or his/her designee shall appoint a committee of district administrators from both the Central Office and the schools, to review all transfer requests and the personnel files of all teachers requesting transfers. The committee shall consider the following factors in determining whether to grant a transfer request:
previous experience in the grade level and/or subject matter of the position; performance evaluations; certification and other qualifications for the position; quality of the sample lesson plan; and other relevant experience. The final decision as to whether to award a transfer to a teacher seeking a vacant position shall be based upon the best interests of the school system as determined by the Superintendent or his or her designee.

7.3-4 Teachers who have requested a transfer shall be notified on or before April 15th as to the decision on transfer requests. If a teacher's request is granted, he or she shall be appointed to the requested vacancy, should such a vacancy arise before the opening of the following school year. In the event that more than one teacher's transfer request has been granted, and only one vacancy occurs in the requested building and/or subject area, the teacher with more seniority shall receive the vacancy.

7.3-5 Any teacher granted a transfer pursuant to this procedure shall be ineligible to seek another transfer for five (5) school years.

7.3-5 The review committee shall meet with each teacher whose request for transfer was not granted.

7:4 When an involuntary transfer is necessitated solely because of excess staff in a particular grade level or subject area at a particular school, seniority in the school system shall be the determining factor in deciding which teacher is to be transferred. Teachers being involuntarily transferred will be placed in a comparable position if possible. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the assignment or transfer. In the event that a teacher objects to the transfer at this meeting, an MFT representative, upon request of such teacher, will meet with the Superintendent or his/her designee to discuss the assignment or transfer.

7:5 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.

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

7:7 Exception to the provisions of Paragraph 7:4, and 7:5, above may be made if the Superintendent determines that it is absolutely necessary to do so in the best interest of the teacher and/or schools affected.
ARTICLE 8

VACANCIES

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

8.2 Regular School Programs

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

8:2.1-1 No person shall hold more than one (1) concurrent stipend position unless no other demonstrably better qualified applicant is available. Staff members holding more than one (1) stipend position currently shall not be subject to the above restriction excepting that such members shall not be eligible for additional stipend positions unless no other demonstrably better qualified applicant is available. During the term of this Agreement, no teacher shall be involuntarily removed from a stipend position except for just cause. By written notice issued by the June 1 immediately prior to the expiration of this Agreement, the Superintendent may decide not to reappoint the incumbent to a stipend position for the next school year for valid educational reasons. In any grievance over involuntary removal from or lack of reappointment to a stipend position, the applicable standard shall be whether or not the Superintendent’s decision was unreasonable.

8:2.2 All vacancies for special project teachers shall also be filled pursuant to the procedures set forth in Article 7 above.

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

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

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

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

8:3.4 Adult Education.

8:3.4-1 Teachers working in those Adult Education Programs that require adult education certification shall be compensated at the rate in effect the previous year, increased by the general wage increase, if any, in effect for that year.

8:4.4-2 Teachers working in other Adult Education Programs shall be compensated at the rate in effect the previous year, increased by the general wage increase, if any, in effect for that year.

8:4.5 Summer School Program.

8:4.5-1 Compensation for teachers in the Summer School Program shall be at the rate in effect the previous year, increased by the general wage increase, if any, in effect for that year.

8:4.5-2 Persons applying for Summer School Programs should apply in writing, not later than April 1 preceding the start of the program. Notification of appointment will be made as soon as possible.

8:4.6 Curriculum Projects, etc.

8:4.6-1 Compensation for teachers working in the summer on curriculum projects and other work related projects, as specially assigned by the administration, shall be in effect the previous year, increased by the general wage increase, if any, in effect for that year.

8:4.6-2 All curriculum projects and other work related projects shall be voluntary in nature.

8:4.7 Staff Development.

8:4.7-1 Compensation for teachers involved in summer and vacation time staff development projects shall be in effect the previous year, increased by the general wage increase, if any, in effect for that year.

8:4.7-2 All such teacher involvement shall be voluntary in nature.

8:4.8 Home-Bound Instruction Program
8:4.8-1 Persons applying for the Home-Bound Instruction Program shall submit their names to the Superintendent’s Office prior to October 1 of each school year.

8:4.8-2 Compensation for teachers in the Home-Bound Instruction Program shall be in effect the previous year, increased by the general wage increase, if any, in effect for that year.

ARTICLE 9

TEACHER FACILITIES

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

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

9:1.2 A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials.

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

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

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

ARTICLE 10

CLASS SIZE

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

10:2 At the secondary level, the preferred maximum for academic classes shall be twenty-five (25) pupils, and for special areas, as many pupils as sound educational practices dictate.
ARTICLE 11

TEXTBOOKS

11.1 Recognizing the statutory responsibility of the Board for the provision of textbooks and also the professional competence and skills of the staff in relation to textbook selection, the determination of textbooks to be used in the schools shall be arrived at through the recommendations of committees which include teachers and administrators subject to final approval by the Board.

ARTICLE 12

PROTECTION

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

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

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

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

12:5 Whenever a member of the Unit is absent from school as a result of personal injury, compensable under the Connecticut Workers' Compensation laws, and caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full contractual salary rate for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or
accumulated sick leave. Any amount of salary payable pursuant to this paragraph shall be reduced by the amount of worker’s compensation award for temporary disability due to the said assault for the period for which such salary is paid. The Board shall have the right to have the member of the Unit examined by a physician designated by the Board for the purpose of establishing the length of time during which the member of the Unit is temporarily disabled from performing his/her duties; and in the event that there is no adjudication in the appropriate worker’s compensation proceeding for the period of temporary disability, the opinion of said physician as to the said period shall control.

ARTICLE 13

ACCIDENT BENEFITS

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

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

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

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

ARTICLE 14

SICK LEAVE

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

14:2 In the event of absence of a member of the Unit for illness or injury in excess of three (3) consecutive working days, the Board may require a medical opinion regarding the member's illness. A teacher who uses fifteen (15) days of sick leave in any school year may be required by the Superintendent to submit a doctor's certificate for subsequent absences.

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

14.4 Any teacher who plans to use sick leave to undergo surgery shall provide the Board with a doctor's note indicating the date of the surgery and the anticipated length of leaves at least four (4) weeks in advance of the date on which the surgery is scheduled. The provisions of this paragraph shall not apply to any surgery that must be performed on an immediate, emergency basis, such as, for example, an appendectomy.

ARTICLE 15

LEAVES OF ABSENCE

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

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

15:1.1-1 "Emergency leave" may be granted for matters of personal convenience or pleasure; such leave will not be granted with full pay. Deduction, depending upon the circumstances, may be either full or partial (the difference between the Member's pay and the pay of the substitute; or what a substitute would be paid if one was required).
15:1.1-2 Prior approval must be received for all leaves (other than sick leave) except in those instances where the nature of the "emergency" makes it impossible to receive prior approval.

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

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

15:1.4 One (1) Personal Day for which no approval is required per year can be used for necessary, private personal business that cannot be transacted outside of the regular work day. This day shall not be used either the day immediately preceding a school vacation, or a day immediately following a school vacation, a day immediately preceding a school holiday, a day immediately following a school holiday, or any Friday or Monday.

15:2 Upon approval of the Superintendent, each teacher shall be entitled up to fifteen (15) days per year, with full pay, for sickness, injury, or quarantine in the immediate family or household, provided, however, any such leave shall be supported by a certificate of an attending physician verifying that such teacher's absence from work is medically necessary, and shall be charged against the member's sick leave.

15:3 Members of the Unit shall have the right to appeal to the Board any decision made by the Superintendent.

15:4 Leaves and rate of pay not covered by this Article may be granted and set at the sole discretion of the Superintendent.

15:5 The Superintendent may grant leave at no loss of pay to members of the Unit for the following:

15:5.1 Attending education meetings which have direct value to the pupils;

15:5.2 School visitations which have been planned in advance;

15:5.3 Serving the local, state or national Federation.

15:6 Leaves of absence for professional study are to be at the sole discretion of the Board.
ARTICLE 16

CONDITIONS RELATING TO MATERNITY

16:1  Short-term disability leaves under Paragraph 16:1 above, shall be treated in the same manner as illnesses for the purpose of salary, insurance, and all other job-related purposes. Long term leaves of absence under Paragraph 16:2 above, shall be without pay. All insurance benefits as provided in Article 17 (Insurance) of this Agreement shall continue and be in effect for any teacher during any short-term disability leave of absence. Any teacher who takes a long-term leave of absence without pay pursuant to Paragraph 16:2 above of more than five (5) months in length shall be entitled to continue participation in the insurance benefits provided in Article 17 at the teacher’s expense. Any teacher who takes a long-term leave of absence without pay pursuant to Paragraph 16:2 above of five (5) months or less in length shall be entitled to continue participation in the insurance benefits provided in Article 17 at the Board’s expense.

16:5  A teacher 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 salary step, and further provided that she return to her position in accordance with the terms of this Article.

16:6  Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

16:7  Upon return, a tenured teacher shall be assigned to her former position. A non-tenured teacher shall be assigned to her former position or an equivalent position at the discretion of the Superintendent. However, a teacher classified as eligible for return under this Article shall not thereby obtain rights superior or inferior to those rights such teacher would have had under the reduction in force and recall provisions of this contract (said rights to be determined as if the teacher had not received a leave of absence under this contract).

ARTICLE 17

INSURANCE

17:1  The following health insurance and prescription coverage is available to members of the bargaining Unit, their spouses and their children (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) according to their enrollment based upon the provisions set forth hereinbelow:
17:1.1 Health Insurance/Prescription Program: A Group Insurance/Preferred Provider Access Plan with the following features for the 2009-2010 school year:

(a) three-tier drug plan with $5/$20/$35 co-payment, and 2x co-payment for 90-day mail order supply.

(b) $20 office visit co-payment.

(c) $20 PT/OT/Chiro co-payment.

(d) the same hospital admission co-payment as was in effect during the 2008-2009 school year.

(e) $50 emergency room co-payment.

(f) the same urgent care co-payment as was in effect during the 2008-2009 school year.

The features of the Preferred Provider Plan for the 2010-2011 and 2011-2012 school years shall be subject to reopener negotiations commencing in June of 2009, pursuant to the provisions of Conn. Gen. Stat. Sec. 10-153f et. seq..

17:1.2 Premium Cost Share: The health insurance and prescription program referenced in Paragraph 17:1.1, hereinafore, is the subject of a premium cost share charged by the carrier that members of the Unit shall pay by payroll deduction for coverage of themselves and their enrolled dependents. During the life of this Agreement, the premium cost share shall be as follows:

17:1.2-1 Effective July 1, 2009: 15%

17:1.3-2 Effective July 1, 2010: The premium cost share of the Preferred Provider Plan for the 2010-2011 school year to be paid by members of the unit shall be subject to reopener negotiations commencing in June of 2009, pursuant to the provisions of Conn. Gen. Stat. Sec. 10-153f et. seq..

17:1.3-3 Effective July 1, 2011: The premium cost share of the Preferred Provider Plan for the 2010-2011 school year to be paid by members of the unit shall be subject to reopener negotiations commencing in June of 2009, pursuant to the provisions of Conn. Gen. Stat. Sec. 10-153f et. seq..

17:1.3 The provision of a high deductible health plan with a health savings account as an additional health care plan option for the 2010-2011 and 2011-2012 school years, the features of such a plan, the premium cost share for such a plan to be paid by members of the unit, and the contribution by the Board, if any, to the health savings account of members of the unit selecting such a plan, shall be subject to reopener

17:1.2 Funding: If the Board decides to self fund the health insurance/prescription coverage described in the preceding paragraph, the parties shall bargain over the impact of such decision, if any.

17:1.4 Family Security: Continuation of all of the benefits as provided herein for a period of two (2) years after date of death of the employee at no cost to the employee's family.

17:1.5 Retirees: All teachers under age sixty-five (65), and those over age sixty-five (65) who are not eligible for Medicare, shall be allowed to purchase the coverage outlined above at no cost to the Board, at group rates as designated by the carrier. Such coverage shall be subject to change in the same manner and at the same time as changes may be made for actively employed members of the Unit, so the Board is not required to maintain a separate health insurance plan for retirees only.

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

17:2.1 Less than three (3) years service in Middletown: five thousand dollars ($5,000) coverage.

17:2.2 More than three (3) years service in Middletown: an amount equal to the teacher's annual salary rounded to the nearest thousand dollars ($1,000).

17:3 Dental Care Benefits: The Board shall provide and pay for individual and family coverage for employees under the current Plan II Dental Program. The Board may revise the current plan to add a $10 co-payment and/or a $50/individual ($100/family) annual deductible. The premium cost share of Dental Care Benefits to be paid by members of the unit for the 2010-2011 and 2011-2012 school years shall be subject to reconcept negotiations commencing in June of 2009, pursuant to the provisions of Conn. Gen. Stat. Sec. 10-153f et.seq.

17:4 The Board may substitute insurance carriers as it sees fit so long as the new carrier provides reasonably comparable coverage and administration. Disputes as to comparability shall be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator or as appointed in accordance with the rules of the American Arbitration Association. The Arbitrator selected shall be selected from a pool of arbitrators who are experienced in matters of insurance coverage. No changes regarding carriers shall occur until at least sixty (60) days after the Board serves notice of intent to make such change, unless otherwise mutually agreed.

17:5 The Board shall maintain a Section 125 plan to permit members of the bargaining unit to make premium cost share payments with pre-tax dollars. The Board will provide for pre-tax treatment of unreimbursed medical expenses ($2,000 limit) and
dependent care expenses ($5,000 limit), subject to any applicable federal and state laws and regulations. The Board reserves the right to use a third party to administer the Section 125 plan.
ARTICLE 18

SALARIES

18.1 Salary Schedule for Members of the Bargaining Unit:

18:1.1 The schedule for the fiscal years commencing July 1, 2009 and terminating June 30, 2012, shall be set forth in Appendix A, which is attached hereto and expressly made a part of this Agreement.

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

18:1.3 Position differentials will be paid to the persons in the amounts set forth in Appendices B and C attached hereto and expressly made a part of this Agreement.

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

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

18:1.4-2 Full credit for one (1) step shall be awarded for each ten (10) school months of previous teaching experience in public, private, elementary and/or secondary, and military dependency schools, provided that such experience shall have continuous service of at least five (5) school months of any school year. Intermittent or short-term substitute service shall not be credited as previous teaching experience.

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

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

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

18:2 Definitions of Degree and Advanced Graduate Study:

18:2.1 Bachelor - A baccalaureate degree earned at an accredited college or university.
18:2.2 Master:

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

18:2.2-2 Completion of thirty (30) credits beyond the baccalaureate degree in a program approved by the Equivalency Committee.

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

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

18:2.4 Doctorate - A doctor's degree earned at an accredited college or university.

18.3 When degree requirements are completed at the academic mid-year point, prorated salary schedule adjustment shall be effective on February 1.

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

ARTICLE 19

SUBSTITUTE TEACHING

19:1 After forty (40) school days, certified substitute teachers shall be covered by all the terms of this Agreement (except Articles 7 - Teaching Assignments And Transfers and 8 - Vacancies) for the duration of the assignment and shall be represented by the Federation.

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

19:3 If a teacher is absent from school for a full day and a substitute cannot be obtained, teachers covering a class:
19:3.1 Shall be paid at the rate of twenty-five dollars ($35.00) per class period. Payment for class periods shorter than forty-five (45) minutes shall be prorated.

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

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

ARTICLE 20

GRIEVANCE PROCEDURE

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

20:2 Definitions:

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

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

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

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

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

20:2.3 A "party in interest" is a person or group of persons (including the Board or any of its representatives) who might be required to take action or against whom action might be taken in order to resolve the complaint.
20:3 Procedure:

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

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

20:3.3 Level One - Principal or Immediate Supervisor.

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

20:3.4 Level Two - Superintendent of Schools.

20:3.4-1 In the event that such aggrieved member of the Unit is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file a written grievance with the President of the MFT or the Chairman of the MFT Grievance Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the President of the MFT or the Chairman of the MFT Grievance Committee shall refer it to the Superintendent of Schools.

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

20:3.4-3 If a member of the Unit does not file a written grievance with the President of the MFT or the Chairman of the MFT Grievance Committee or forward a written grievance to the Superintendent within thirty (30) school days after the member of the Unit knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. A dispute as to whether a grievance has been waived under this Paragraph shall be subject to arbitration pursuant to Level Four.
20:3.5 Level Three - Board of Education.

In the event that the aggrieved member of the Unit is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within ten (10) school days, after he/she has first met with the Superintendent, he/she may file a written grievance, indicating such dissatisfaction with the President of the MFT or the Chairman of the MFT Grievance Committee or the Board within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the President of the MFT or the Chairman of the MFT Grievance Committee shall refer it to the Board. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved member of the Unit for the purpose of resolving the grievance.

20:3.6 Level Four - Arbitration.

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

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

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

20:4 Rights of Teachers to Representation:

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

20:4.3 Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate supervisor or processing a grievance in his/her own behalf in accordance with the grievance procedures as set forth hereinabove.
20:5 Miscellaneous:

20:5.1 If, in the judgment of the President of the MFT or the Chairman of the MFT Grievance Committee, a grievance affects a group or class of members in the Unit, the President of the MFT or the Chairman of the MFT Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The President of the MFT or the Chairman of the MFT Grievance Committee may process such a grievance through Level Four of the grievance procedure even though the aggrieved person does not wish to do so.

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

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

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

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

20:5.6 Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the MFT, to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the MFT of the decision rendered, and such decision shall be binding upon the parties. The time limits specified at any step of the procedure may be extended in any particular instance by written agreement between the parties.
ARTICLE 21

RENEGOTIATION

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

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

21:3 The Board or the MFT may request in writing of each other during the term of this Agreement, the opportunity to renegotiate any particular Article or Articles. Any such request shall be submitted to either the Superintendent or the President of the Federation, and shall contain therein the reasons for requesting the renegotiations. A rejection of renegotiations shall be in writing and contain therein the reasons for any such rejection.

ARTICLE 22

PAYROLL PROCEDURE

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

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

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

22:2.2 When one's employment schedule includes regular duty during July and August, such as Vocational Agricultural Teachers and some guidance personnel, the established annual rate shall be divided by the number of weekdays in the fiscal year (two hundred sixty-one [261] or two hundred sixty-two [262] during a leap year). The resulting daily rate shall be multiplied by ten (10) to effect a typical payroll payment, consistent with the payroll payment schedule that applies to school administrators.
22:3 Stipend Payments: When one performs service in exchange for a stipend payment such stipends shall be paid when the designated supervisor certifies that the service has been satisfactorily rendered. Should the service span the whole school year, payments shall be made in equal installments in December and May, should they be seasonal such as athletic activities, drama coaching, etc. upon authorization of the supervisor payments shall be made in two (2) equal installments, the first to be paid one-half of the way through the season or specified activity, and the second to be paid at the end of the season or specified activity. Payments made throughout the school year for certified stipend positions shall be incorporated into a bargaining unit member's paycheck in accordance with the provisions of Paragraph 22:2.1, hereinabove.

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

22:4.1 Withholding tax deductions shall be made according to Internal Revenue Department regulations. State Teachers' Retirement deductions shall be made in two (2) equal installments each month except for the month of September when the whole monthly obligation shall be made prior to September 30 as required by law and Credit Union deductions, dues deduction and any other approved voluntary deduction shall be made according to authorizations filed.

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

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

ARTICLE 23

PROFESSIONAL IMPROVEMENT PROGRAMS

23:1 Five thousand dollars ($5,000.00) shall be included in the Board's annual budget requests to be used for professional improvement programs, curriculum projects, or sabbatical leave; proposals to be offered by interested parties but project selection shall be determined jointly by representatives of the MFT and the Board, and presented to the Board of Education for final authorization.

ARTICLE 24

REDUCTION IN TEACHING STAFF

The Board of Education has the sole and exclusive prerogative to eliminate professional staff positions consistent with the provisions of statute, providing such elimination does not result in the failure in its duty as a state agency to implement the educational interests of the state, and to provide good public elementary and secondary schools.
Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, financial conditions, or other circumstances as determined by the board of education.

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

Definitions
1. Teacher - As outlined herein, the term teacher shall apply to any employee of the board of education who holds a provisional or standard certificate issued by the Connecticut State Department of Education, and is employed in a teaching or administrative position below the rank of superintendent.

2. Tenure - Tenure is defined in C G S 10-151.

3. Non-Tenured - Any teacher who has not attained tenure shall be defined as a non-tenured teacher.

Guidelines for Personnel Reduction

1. Non-tenured teachers will be terminated before tenured teachers.

2. Within the category of non-tenured teachers, the administration will recommend the teacher to be terminated on the basis of area of certification and specialization, seniority, evaluation, and the educational needs of the school system.

3. Within the category of tenured teachers, the administration will recommend termination on the basis of area of certification and specialization, seniority, and evaluation. Seniority shall be determined by the number of total years of service in the Middletown School System.*

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

Recall

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

Provision not Applicable to Promotions
Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, even if the teacher whose contract is to be terminated is qualified and/or certified for the promotional position.

ARTICLE 25

PARAPROFESSIONALS AND NON-CERTIFIED PERSONNEL

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

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

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

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

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

ARTICLE 26

SEVERANCE PAY

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

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

ARTICLE 27

MISCELLANEOUS

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

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

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

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

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

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

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

27:8 Less Than Full Time Teachers.

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

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

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

ARTICLE 28

DURATION AND SIGNATURES

28:1 The provisions of this Agreement shall be effective as of July 1, 2009, and shall continue and remain in full force and effect for a period of three (3) years ending June 30, 2012.
### APPENDIX A-1
#### 2009-2010

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No teacher shall receive an incremental increase during the 2009-2010 school year. Each teacher shall remain on the same step during the 2009-2010 school year that he or she was placed on for the 2008-2009 school year.

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

B. Longevity: Beginning with the second year on maximum salary each member of the Unit shall receive a longevity bonus of one thousand dollars ($1,000.00).

C. In addition to the salary amounts specified above, any teacher who will have completed the requirements for a full normal retirement under the State Teachers Retirement System within the following three (3) years shall have $3,000 added to their annual salary in each succeeding full year of employment (not to exceed three years) by delivering, not later than June 30 of the first, second or third school year immediately preceding completion of such requirements, a written, irrevocable notice of intent to retire from public school teaching in Connecticut promptly upon completion of said requirements.
APPENDIX A-2
2010-2011

The salary schedule for the 2010-2011 school year, including but not limited to the structure of the salary schedule and movement on the steps of the salary schedule, shall be subject to reopener negotiations commencing in June of 2009, pursuant to the provisions of Conn. Gen. Stat. Sec. 10-153f et.seq.

NOTATION

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

B. Longevity: Beginning with the second year on maximum salary each member of the Unit shall receive a longevity bonus of one thousand dollars ($1,000.00).

C. In addition to the salary amounts specified above, any teacher who will have completed the requirements for a full normal retirement under the State Teachers Retirement System within the following three (3) years shall have $3,000 added to their annual salary in each succeeding full year of employment (not to exceed three years) by delivering, not later than June 30 of the first, second or third school year immediately preceding completion of such requirements, a written, irrevocable notice of intent to retire from public school teaching in Connecticut promptly upon completion of said requirements.
APPENDIX A-3

2011-2012

The salary schedule for the 2011-2012 school year, including but not limited to the structure of the salary schedule and movement on the steps of the salary schedule, shall be subject to reopener negotiations commencing in June of 2009, pursuant to the provisions of Conn. Gen. Stat. Sec. 10-153f et.seq.

NOTATION

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

B. Longevity: Beginning with the second year on maximum salary each member of the Unit shall receive a longevity bonus of one thousand dollars ($1,000.00).

C. In addition to the salary amounts specified above, any teacher who will have completed the requirements for a full normal retirement under the State Teachers Retirement System within the following three (3) years shall have $3,000 added to their annual salary in each succeeding full year of employment (not to exceed three years) by delivering, not later than June 30 of the first, second or third school year immediately preceding completion of such requirements, a written, irrevocable notice of intent to retire from public school teaching in Connecticut promptly upon completion of said requirements.
APPENDIX D

SALARY DIFFERENTIALS 2009-2010

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<td>Guidance Counselor</td>
<td>$500**</td>
</tr>
<tr>
<td>Reading Consultant</td>
<td>$300**</td>
</tr>
<tr>
<td>Elementary Instructional Support Teacher (EIST)</td>
<td>5 days per diem</td>
</tr>
<tr>
<td>School Psychologist</td>
<td>$1,000**</td>
</tr>
<tr>
<td>School Social Worker</td>
<td>$1,000*</td>
</tr>
<tr>
<td>Special Education Teacher (Educ., Train., Emot.)</td>
<td>$300***</td>
</tr>
<tr>
<td>Vocational Agriculture Teacher - 12 months</td>
<td>+25%*</td>
</tr>
<tr>
<td>Vocational Work Study - 11th months</td>
<td>+10%*</td>
</tr>
<tr>
<td>Middletown High School Instrumental</td>
<td>+.1072% of Bachelor's Step 1</td>
</tr>
<tr>
<td>Middletown High-School Vocal</td>
<td>+.0563% of Bachelor's Step 1</td>
</tr>
<tr>
<td>Woodrow Wilson Instrumental</td>
<td>+.0563% of Bachelor's Step 1</td>
</tr>
<tr>
<td>Woodrow Wilson Vocal</td>
<td>+.0395% of Bachelor's Step 1</td>
</tr>
<tr>
<td>Keigwin Instrumental</td>
<td>+.0395% of Bachelor's Step 1</td>
</tr>
<tr>
<td>Keigwin Vocal</td>
<td>+.0289% of Bachelor's Step 1</td>
</tr>
<tr>
<td>Music Teacher</td>
<td>+$500 (for All City Music Festival)</td>
</tr>
</tbody>
</table>

NOTATION:

A.* Percentage applied to scheduled base and salary differential.

B.** Applies to staff employed prior to the 1978-1979 school year.

C.*** Applies to staff employed prior to the 1970-1971 school year.
APPENDIX B
STIPEND SCHEDULE FOR 2009 – 2010
PERCENTAGES ARE REFLECTIVE OF BA, STEP 1
7/1/09-6/30/10

GROUP A
(80+ sessions - .0677) $3,029
1. Drama Coach (HS)
2. Musical Coach (HS)
3. Newspaper Advisor (HS)
4. Yearbook Advisor (HS)
5. Senior Class Advisor (HS)

GROUP B $2,519
(60-80 sessions - .0563)
1. Drama Coach (MS)
2. Majorette, Flag Corps, and Color Guard Advisor (HS)
3. Musical Coach (MS)
4. Junior Class Advisor (HS)
5. Drill Team (HS)

GROUP C $1,768
(40-60 sessions - .0395)
1. DECA (Distributive Education ...) Advisor (HS)
2. Elementary Activities/Intramurals - 2/school
3. Honor Society Advisor (HS)
4. Key Club Advisor (HS)
5. La Alianza Latina Advisor (HS)
6. Majorette, Flag Corps and Color Guard Advisor (MS)
7. Newspaper Advisor (MS)
8. Drumline Instructor (HS)
9. Linkcrew Advisor (4)
10. 9th Grade Advisor (HS)
11. 10th Grade Advisor (HS)
12. Student Activity Advisor (MS)
13. Tri-M Music Honor Society

GROUP D $1,293
(20-40 sessions - .0289)
1. Future Teachers of America Coordinator (HS & MS)
2. Minority Students' Coalition Advisor (HS)
3. Gay/Straight Alliance Advisor (HS)
4. FBLA (Future Business Leaders...) Advisor (HS)
5. FFA (Future Farmers....) Advisor (HS)
6. Student Council Advisor (HS and MS)
7. Math Team Advisor (HS)
8. VICA (Vocational Industrial Club...) (HS)
9. Yearbook Advisor (MS)
10. Model UN Club Advisor (HS)
11. Ski Club (MS)

ATHLETIC STIPENDS

GROUP I ............................................. $6,609
(1.1777)
HIGH SCHOOL

A. Head Football Coach
B. Head Boys Basketball Coach
C. Head Girls Basketball Coach
D. Head Boys Swim Coach
E. Head Crew Coach (includes Fall Crew)

GROUP II ........................................... $4,886
(1.1092)
HIGH SCHOOL

A. Head Wrestling Coach
B. Cheerleading Advisor (1 fall, 1 winter)
C. Head Baseball Coach
D. Head Softball Coach
E. Head Girls Swim Coach
F. Head Boys Soccer Coach
G. Head Girls Soccer Coach
H. Head Boys Track Coach
I. Head Girls Track Coach
J. Head Volleyball Coach
K. Head Boys Indoor Track Coach
L. Head Girls Indoor Track Coach
GROUP III .......................................................... 7/1/09-6/30/10
(.1061)
HIGH SCHOOL

A. Assistant Football Coach - 6
B. Assistant Basketball Coach - 4
C. Assistant Boys Swim Coach - 1
D. Head Boys Tennis Coach
E. Head Girls Tennis Coach
F. Head Boys Golf Coach
G. Head Girls Golf Coach
H. Boys Cross Country Coach
I. Girls Cross Country Coach
J. Assistant Crew Coach - 4

GROUP IV ....................................................... 7/1/09-6/30/10
(.0769)
HIGH SCHOOL

A. Assistant Wrestling Coach - 1
B. Assistant Volleyball Coach - 1
C. Assistant Track Coach - 3
D. Assistant Soccer Coach - 3
E. Assistant Baseball Coach - 2
F. Assistant Softball Coach - 1
G. Assistant Girls Swim Coach - 1
H. Assistant Indoor Track Coach - 1
I. Assistant Cheerleading Advisor (1 fall, 1 winter)

WOODROW WILSON MIDDLE SCHOOL

A. Baseball Coach
B. Boys Basketball Coach
C. Girls Basketball Coach
D. Cheerleading Advisor (1 fall, 1 winter)
E. Softball Coach
F. Track Coach - 2
G. Wrestling Coach
GROUP V ........................................
(.0693) ....................................... 7/1/09-6/30/10
$3,101

HIGH SCHOOL
A. Assistant Golf Coach – 1
B. Dance Team (HS)
C. Ultimate Frisbee (HS)

WOODROW WILSON MIDDLE SCHOOL
A. Soccer Coach - 2
B. Cross Country Coach - 1

GROUP VI ........................................
.............................................. $2,618

HIGH SCHOOL
A. Intramural Coach - 1

WOODROW WILSON MIDDLE SCHOOL
A. Intramural Coach – 2

KEIGWIN
A. Intramural Coach - 2
APPENDIX C

SEPARATE POSITIONS 2009 - 2010
(MONEY WILL BE ADDED TO SALARY FOR TRB)

7/1/09-6/30/10

1. Department Heads ......................... $3,880
   (.0867)

   Number of teaching periods: 4, Preparation periods: 1,
   Department Head Periods: 2, For each teacher over 4
   (including Department Head) including fractional teachers
   in a department on a pro-rated basis
   (i.e. 1/5=27.50, 2/5=55.39, etc.): $155.87

   (a.) Grades 9-12:
       Vocational Agriculture
       Pupil Services & Special Education

2. Coordinators ............................... $2,752
   (.0615)

   (a.) School District Grades K-12:
       Fine Arts
       Media Services
       Speech/Language

   (b.) Grades 6-12:
       Vocational Education -
       (Business, Technology and Family & Consumer Science)
       Guidance

   (c.) World Languages Grades 4-8

   (d.) World Languages Grades 9-12

   (e.) Middle School Team Leader
3. Reading Recovery Teacher ................................................. $452
   (.0101)

4. BEST Mentor................................................................. $980
   (.0219)

5. Media & Technology Specialists (Elementary) $3,029
   (.0677)

6. Media & Technology Specialists (Secondary) $3,279
   (.0677 & $250)

7. Teacher Assistant (Elementary) $1,768
   (.0395)

8. Art Show Organizer (Rotating) NO TRB $868
   (.0194)

NOTATION:

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

B. Substitute for Stipend Positions

1. The need for a substitute in a stipend position will be determined by the Administration.

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

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

4. Payment for substitutes in all instances above will be at the rate of twelve dollars ($12.00) per hour.