The Regular Meeting of the Common Council of the City of Middletown was held in the Council Chamber of the Municipal Building on Monday, February 4, 2019, at 7:00 p.m.

Present: Mayor Daniel T. Drew  Councilman Sebastian N. Giuliano
Councilwoman Mary Bartolotta  Councilwoman Deborah Kleckowski
Councilman Robert Blanchard  Councilman Eugene Nocera
Councilman Gerald Daley  Councilman Philip Pessina
Councilman Grady Faulkner, Jr.  Councilwoman Robert Santangelo

Absent: Councilman Carl Chisem; Councilwoman Linda Salafia; Councilman Thomas Serra

Also Present: Common Council Clerk, Linda S.K. Reed
Corporation Counsel, Daniel Ryan, Esq.
Sargent-at-Arms, Officer Silvestrini
Sara Mendillo, Mayor’s Administrative Assistant
Faith Jackson Director Office of Equal Opportunity & Diversity Management

Members of the Public: 25

1. Call to Order

Mayor Daniel T. Drew calls the meeting to order at 7:01 p.m. and leads those present in the Pledge of Allegiance.

The Clerk reads the Call of the Meeting and Mayor Drew declares the call a legal call and meeting a legal meeting.

2. Accept/Amend the Agenda

Mayor Drew asks for a motion to accept or amend the agenda.

Councilman Eugene Nocera moves to accept the agenda. Councilman Sebastian Giuliano seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes by a vote of 10 to 0. The motion is approved. The matter passes unanimously.

3. Presentations and Related Resolutions

A. Resolution Commemorating Black History Month

The Chair calls on Councilman Grady L. Faulkner, Jr. and Councilman Carl Chisem for a resolution commemorating Black History Month.

Councilman Grady Faulkner, Jr. reads the resolution

WHEREAS, every President since 1976 has issued a proclamation declaring February as Black History Month in the United States; and

WHEREAS, this observance began with Carter G. Woodson in 1926 for the purpose of teaching the history of African Americans and of showing how they are a significant part of American history; and

WHEREAS, this observance was created to educate American people about the history of African-Americans, focusing and highlighting the culture, contributions, and accomplishments as well as to honor the legacy of Americans of African descent at the local, national, and international level; and

WHEREAS, The Association for the Study of African American Life and History (ASALH) has chosen BLACK MIGRATIONS as the national theme for 2019; and

WHEREAS, 2019 also marks the 400th anniversary of the arrival of the first Africans to the Jamestown Colony in 1619 as indentured servants, only to fall victims to the laws of slavery
at the completion of their contracts, while their European counterparts were allowed to complete and collect on these same contracts; and

WHEREAS, the Emancipation Proclamation of 1863 set in motion the abolishment of slavery in the post war era, Africans were now free of their enslavers after 246 years, but owned no property, not even the clothes they wore, or a place to live or make a living; and

WHEREAS, in what was known as the Great Migration, between 1916 – 1940, African Americans began to move out of the rural Southern United States to the urban Northeast, Midwest, and West, seeking equality in jobs and opportunities, and refuge from white supremacy’s routine harassment, physical abuse, intimidation, and the legalized denial of basic rights as citizens under a series of “laws” known as Jim Crow. While contributing new intellect to the American culture in the forms of Art, Literature, and Music referred to as The Harlem Renaissance; and

WHEREAS, while African Americans found some relief in the North, in the second wave of the Migration (thru 1970), they still found inequality under veiled segregation in housing in inner cities and engaged with the Civil Rights Movement and other Activist activities via the NAACP, the Black Panther Party, and local community initiatives still ongoing; and

NOW, THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That we recognize February as Black History Month and encourage our citizens to join in relevant activities such as at Russell Library, Keigwin School Exhibit contributed by Mr. Raymond Townes, The Godfrey Library, Churches, the Middlesex Historical Society, and Metro Movie showings of the film Green Book; and

BE IT FURTHER RESOLVED: That the celebration of Black History Month is an opportunity for us all to study, learn and focus on ways to truly make progress as an inclusive community and to close the Cultural deficit that burdens our African American citizens who are descendants of a time when slavery was indeed, the law of this land.

The Chair states that the resolution is approved by acclamation.

Councilman Faulkner thanks his Councilmember colleagues, who each accept, sponsor, and support this resolution. He acknowledges the Clerk of the Common Council for work on the document. Councilman Faulkner explains that, the resolution was long, but there are a couple of themes involving culture. He reminds the audience of the timeframe: 400 years (Jamestown Colony) and 246 years of slavery, which means that they have been in slavery longer than free in this country. A lot of work is done with people about trauma impacts, PTSD, but he points out that this is a long time, generation after generation, which carries through. This is why, when he speaks to youth organizations, he reminds them to be cognizant of culture, especially with African-Americans since this freedom was the first thing taken when they arrived here. Leaving the South, the Green Book movie, which he has not yet seen, but which he read in the 1990’s, is enlightening. He recounts that it reminds him personally of travels down South as a kid, noting that are certainly plenty of stories right in this room about those times. He adds that the Harlem Renaissance was great. Jazz came out of that from New Orleans, recognizing that jazz is America’s classical music, what others describe as one of America’s original art forms. This topic is very expansive, so we especially appreciate organizations that build on this and do programs. He recounts that these organizations did a wonderful job last year with events throughout the year.

Councilman Carl Chisem thanks his colleagues and the mayor for doing this, for sponsoring this resolution every year. It is important to recognize the history of African Americans, noting that he, personally, learns something new every year. He recounts that his own father made sure that he learned this history. He, like Councilman Faulkner, wishes that more of our youth would learn and understand this history behind the African American experience. He reiterates that there is much more going in Middletown this year than ever before, he extends his thanks to all who are working on this effort as well as the many sponsors working to make sure that everyone understands and gets educated.

The Chair asks Councilman Faulkner if he would like to share some details on the special events coming up at Kegwin School so the public has an opportunity to participate.
Councilman Faulkner explains that Ray Towns has been handling this event for years. After he retired, they called on him and he came back and he did it. This open house program will take place on February 7th, adding that the school will be decorated all month. People may have to call to make arrangements to visit outside of the scheduled open house, which begins at 3:00 PM on February 7th and runs until about 8:00 PM. This event is manned by American Legion Post 206, adding that they help put the display together. He describes it as “amazing,” as they decorate the entire school from top to bottom, noting that visitors can learn a lot.

Councilman Faulkner states that wanted to recognize some local organizations that come to mind with this year’s theme of Black Migrations. He immediately thought of Shiloh Christian Church, which is one of the churches that he visits regularly. Councilman Faulkner invites Co-Pastors Vance Cotton and Kim Colton to the podium. He notes that every time he visits that church, he marvels at the cultural diversity in their church. One day there were flags from every country he wanted to recognize them since they are what America is. With African Americans coming from the South to the North, this is what we found: other cultures. Councilman Faulkner highlights the plaque to the audience, including the special artwork commemorating Black Migrations.

Pastor Vance Cotton expresses thanks and gratitude for recognition of Shiloh Christian Church as a diverse church family. It is their desire to model the heart of Christ to include people of all races and backgrounds into their Church. He quotes Dr. Martin Luther King, Jr.: “I refuse to accept the view of mankind is so tragically bound to the starless midnight of racism and war that the bright daybreak of peace and brotherhood can never become a reality. I believe that unarmed truth and unconditional love will have the final word. Each individual, regardless of their color, has value and worth.”

Pastor Vance notes that this is, and has always been, our approach to people in our City as a congregation, which is celebrating 32 years as a church. Their members include people of various backgrounds: Irish, Asian, African, Caribbean, Latino, Indian, and Pakistani. A family from Vietnam has just recently started attending. They have always had open door where all those who enter are greeted by love and acceptance. On behalf of their church family, they appreciate receiving this plaque and being recognized for their diversity.

Councilman Faulkner recognizes another organization: The Godfrey Memorial Library. He invites Al Fiacre, Chair of the Godfrey Library Board, to join him at the podium. This library is a jewel in Middletown. It is a genealogical library. He visited the library to try to find information about his family. He recounts another visitor explaining that he tracked his family back to the 1600s and 1700s. The Godfrey is a great organization with regular meetings. He wants exposure to the library for what they do writers groups help one another. It’s not just facts and figures and dates, but stories: why did they come; when did they come. It is amazing and he, too, wants that experience, adding that he has spoken with Russel Library and Godfrey Library and they hope to host a workshop on African American research this year.

Godfrey Library Board Chair Al Fiacre introduces the library’s staff genealogist, Carey Latimer. He explains that the library, which is located on Newfield Street, has been in Middletown since 1951. They have resources to help people discover their families and find stories about their families. It is a member library and also open to public for a daily fee. He reiterates that the staff is there to help people as they construct their family histories. There are special programs such as writing groups and genealogy groups. They cover the entire country by geography and have a special section for African American research. He explains that some have asked how to discover their interesting story and that there are interesting stories where you do not think they exist, including people who are exceptional. He recounts the story Phyllis Wheatley. She was born in Africa and brought to American and sold into slavery to a wealthy Boston merchant. She was educated and, at age 22, wrote an exceptional book of poetry. Her work was so profound that she was emancipated shortly before the American Revolution. She wrote a poem for George Washington, who had come to Boston to take command of the Continental forces. Washington was so impressed that he invited Phyllis Wheatley to meet with him. Although there is no record of what transpired, it is an amazing story. This is the kind of story that Godfrey Library helps families.

Councilman Faulkner adds that he has one more plaque for diversity. He invites Faith Jackson, Director of the City’s Office of Equal Opportunity and Diversity Management to the podium.

Director Faith Jackson states that the plaque is very beautiful. She acknowledged the Council Clerk for an excellent job designing this resolution. She thanks Councilman Faulkner and Councilman Chism for remembering their office, noting that they do a lot in the community and work with a lot of diverse groups, agencies, and individuals within the community. She thanks the Council and Mayor for supporting this initiative. She acknowledges the Mayor, adding that he has come a long way since coming into office. Despite their differences of opinion and views, he has learned a lot. She notes that she does not back down in her work and always says what she needs to say. She reminds everyone that it is from the heat that change comes. If you don’t feel it in your heart, change will never come. This is what they have been striving for over 200 years and for 400 years since being here. They have contributed to these United States, adding that they have built blood these United States through blood, sweat, and tears. They are not criticizing; rather they simply want their piece of the pie. They want to be accepted. Unless you feel it – change – in your heart,
you are never going to accept people as equal. They simply want to be equal in all aspects of life. Their contributions to these United States, to our community, and to the people we serve. Her office serves all of people. She recognizes the Councilmembers for being on board, for recognizing the importance of this. It is important as our community becomes increasingly diverse. There are a lot of needs in the community and we must work collaboratively to change our community. We want a beloved community that embraces all races, all ethnicities, all everything. We cannot do this until you look through different lenses, which you cannot do unless you feel it in your heart. People wonder why the survived so long and continue on the path. It is something that is part of our culture. It is spiritual development. No matter what, we will press on and move to the higher marks. You can only do that if you feel it in your hearts. We know what was done, but cannot stand on that. We have to continue to try to make change. That is the greater power in the individuals, who fortify change, not only in the United States, but in the community. She commends the Council that make changes. She commends the individual Councilmembers, especially Councilman Faulkner and Councilman Chisem, and the Mayor for coming on board, for this mission that the Human Relations Commission is embarking on. It is exactly about that: changing our community, to meet the needs in our community, to meet needs of the less fortunate. Director Jackson believes that we are on the right road. She notes that the Mayor will probably go down in history for at least having said yes, this is what we need to do and for backing the Councilmembers, who brought it to the Council for initiative of the Human Relations Commission, which is part of her department. She will continue to work on this, to stand here and move for change. She reiterates her thanks, adding that she speaks not only as the Director of Equal Opportunity & Diversity Management for the City of Middletown, but also as the President of the Middlesex County NAACP. This is part of our mission. Thank you.

The Chair extends his thanks to the Council, the honored guests, and the honorees.

4. Approval of Minutes: Special Meeting (Questions to Directors) of January 7, 2019 at 6:00 PM
APPROVED

The Chair asks for a motion to approve the minutes of the Special Meeting (Question to Directors) of January 7, 2019 at 6:00 PM, the Regular Meeting of January 7, 2019 at 7:00 PM, and the Community Meeting of January 10, 2019 at 7:00 PM.

Councilman Gerald Daley notes that, at the last meeting, it was agreed that the Council would vote on each set of minutes separately.

The Chair asks for a motion to approve the minutes of the Special Meeting (Question to Directors) of January 7, 2019 at 6:00 PM,

Councilman Sebastian Giuliano moves to approve the minutes of the Special Meeting (Questions to Directors) of January 7, 2019 at 6:00 PM. Councilman Gerald Daley seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes by a vote of eight (8) to 0 with two (2) abstentions (Councilman Carl Chisem and Councilwoman Linda Salafia). The motion is approved. The matter passes by a vote of eight (8) to 0 with two (2) abstentions.

5. Approval of Minutes: Regular Meeting of January 7, 2019 at 7:00 PM
APPROVED

The Chair asks for a motion to approve the minutes of the Regular Meeting of January 7, 2019 at 7:00 PM,

Councilman Philip Pessina moves to approve the minutes of the Regular Meeting of January 7, 2019 at 7:00 PM. Councilman Sebastian Giuliano seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes by a vote of 10 to 0. The motion is approved. The matter passes unanimously with 10 affirmative votes.

6. Approval of Minutes: Community Meeting of January 10, 2019 at 7:00 PM
APPROVED

The Chair asks for a motion to approve the minutes of the Community Meeting of January 10, 2019 at 7:00 PM,

Councilman Robert Blanchard moves to approve the minutes of the Community Meeting of January 10, 2019 at 7:00 PM. Councilman Philip Pessina seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes by a vote of nine (9) to 0 with one (1) abstention (Councilman Carl Chisem). The motion is approved. The matter passes with nine (9) affirmative votes and one (1) abstention.

7. Public Hearing on Appropriations and Bond Ordinances – Opens
The Chair states that he will now open the public hearing for the appropriations and bond ordinances, noting that, after this hearing, there will be a separate hearing on all other agenda items. The public hearing opens at 7:30 PM.

8. **Public Hearing on Appropriations and Bond Ordinances - Closes**

There being no public comment, the Chair closes the public hearing at 7:32 PM.

9. **Public Hearing on Agenda Items – Opens**

The Chair states that he will now open the public hearing on all other agenda items. The public hearing opens at 7:32 PM. He asks that anyone speaking state their name and address for the record and keep their comments to within five (5) minutes.

10. **Public Hearing on Agenda Items – Closes**

There being no public comment, the Chair closes the public hearing at 7:33 PM.

11. **Mayor requests Clerk of the Common Council to read appropriation and bond ordinance requests and Certificate of Director of Finance.**

The Clerk of the Common Council reads the legal notices:

**APPROPRIATIONS:**

- **A. Health Department:** $3,000 -- Acct. No. 1000-31000-51340-xx-xx-xx; appropriation to cover overtime wages for sanitarians and code enforcement officers thru June 30, 2019
- **B. Health Department:** $6,000 - Acct. No. 1000-26500-59200-0726-xx-xx-xx; appropriation for long-term relocation costs for displaced Middletown residents pursuant to C.G.S. §8-266
- **C. Youth Services:** $2,400 – Acct. No. 100-06000-52110, appropriation for employee tuition reimbursement per UPSEU Local 6457 collective bargaining agreement (three (3) semesters at $800/semester)
- **D. Public Works/Parks:** $120,000 – Acct. No. 10000-22000-55185-0320, appropriation to supplement line transfers for unbudgeted cost of organic applications to all city recreation & athletic fields per City Ordinance
- **E. Public Works:** $223,834 – Acct. No. 2070-22000-xx-xx-xx, appropriation to add to CNR Fund for purchase of John Deere 331G Track Loader ($70,000), Toro Mower ($34,000), 2019 Ford F250 ($42,000), 2019 Ford F250 ($60,000), and attachments for John Deere Track Loader ($17,834)
- **F. Registrar of Voters:** $7,500 – Acct No. 1000-09000-xx-xx-xx; appropriation to cover cost overruns from the recent primary election and general election -- salaries & wages ($5,000) and general administration ($2,500)

Any and all persons interested may appear and be heard.

**BOND ORDINANCE APPROPRIATING $523,000 FOR THE PURCHASE OF CERTAIN CAPITAL NON-RECURRING EQUIPMENT:**

Notice is hereby given that a meeting of the Common Council of the City of Middletown will be held in the Council Chamber of the Municipal Building on **MONDAY, FEBRUARY 4, 2019 AT 7:00 P.M.**, to consider and act upon the following:

- **AN ORDINANCE APPROPRIATING $523,000 FOR THE PURCHASE OF CERTAIN CAPITAL NON-RECURRING EQUIPMENT AND AUTHORIZING THE ISSUE OF $523,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE**

Any and all persons interested may appear and be heard. The complete text of the proposed Ordinance is on file and open to public inspection in the office of the City Clerk.

**BOND ORDINANCE APPROPRIATING $250,000 FOR THE PURCHASE OF VEHICLES AND RELATED EQUIPMENT FOR THE MIDDLETOWN POLICE DEPARTMENT:**

Notice is hereby given that a meeting of the Common Council of the City of Middletown will be held in the Council Chamber of the Municipal Building on February 4, 2019, at 7:00 p.m. to consider and act upon the following Appropriation Ordinance:
AN ORDINANCE APPROPRIATING $250,000 FOR THE PURCHASE OF VEHICLES AND RELATED EQUIPMENT FOR THE MIDDLETOWN POLICE DEPARTMENT AND AUTHORIZING THE ISSUE OF $250,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Any and all persons interested may appear and be heard. The complete text of the proposed Ordinance is on file and open to public inspection in the office of the City Clerk.

City & Town Clerk’s Office
245 deKoven Drive
Middletown, CT 06457

Certification

I, Ashley A. Flynn, City and Town Clerk of the City of Middletown and custodian of the records and seal thereof, hereby certify that all ordinances and appropriations passed and adopted at the regular meeting of the Common Council on January 7, 2019 at 7:00 p.m. and the special meetings on January 7, 2019 at 6:00 p.m. and January 10, 2019 at 7:00 p.m., have been advertised in the local newspaper.

Dated at Middletown, Connecticut, this 22nd day of January 2019

Attest:

Ashley A. Flynn
City & Town Clerk

*Phone (860) 638-4910  Fax (860) 638-1910  TDD (860) 638-4812*
A. Health: $3,000 - Acct. No. 1000-31000-51340 - x-x-x; appropriation to cover overtime wages for sanitarians and code enforcement officers through June 30, 2019. 

APPROVED

CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457
REQUEST FOR ADDITIONAL APPROPRIATION

Councilman Robert Blanchard reads the appropriation request and moves for approval. Councilman Philip Pessina seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of eight (8) to 0. The motion is unanimously approved.

B. Health: $6,000 – Acct. No. 1000-26500-59200-0726 - x-x-x; appropriation for long term relocation costs for displaced Middletown residents pursuant to Connecticut Uniform Relocation Act (C.G.S. 8-266)

APPROVED

Councilman Robert Blanchard reads the appropriation request and moves for approval. Councilman Philip Pessina seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is unanimously approved.
Councilman Philip Pessina reads the appropriation request and moves for approval. Councilman Robert Blanchard seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is unanimously approved.

C. **INTENTIONALLY REMOVED**

D. **Youth Services:** $2,400 – Acct. No. 100-06000-52110, appropriation for employee tuition reimbursement per UPSEU Local 6457 collective bargaining agreement (three (3) semesters at $800/semester) **APPROVED**

Councilman Grady Faulkner reads the appropriation request and moves for approval. Councilman Philip Pessina seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is unanimously approved.

### CITY OF MIDDLETOWN
#### MIDDLETOWN, CONNECTICUT 06457
##### REQUEST FOR ADDITIONAL APPROPRIATION

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**Fund:** General Fund  
**Code:** 1000-06000-52110  
**Budget Item:** Employee Tuition Reimbursement

- **Department:** General Administrative  
- **Date Advertised before Meeting:** 1/29/2019  
- **Date Advertised after Meeting:** 2/6/2019

**Reason for Request:** This appropriation amount being requested was not budgeted in our previous 2019/2020 operating budget. The purpose of this request is to provide the tuition reimbursement for one (1) semester to a City employee, for a total of three (3) semesters. This amounts to a total of $2,400, which will be distributed across all employees.

**Signature:**  
**Requested by:** Justin Carbonello  
**Status:** Requested  
**Status Date:** 2/4/2019

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E. **Public Works/Parks:** $120,000 – Acct. No. 10000-22000-55185-0320, appropriation to supplement line transfers for unbudgeted cost of organic applications to all city recreation & athletic fields per City Ordinance **APPROVED**

Councilman Carl Chisem reads the appropriation request and moves for approval. Councilman Philip Pessina seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is unanimously approved.

### CITY OF MIDDLETOWN
#### MIDDLETOWN, CONNECTICUT 06457
##### REQUEST FOR ADDITIONAL APPROPRIATION

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<th>Appropriation Number</th>
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**Fund:** General Fund  
**Code:** 1000-22000-55185-0320-0000-0000-0000-0000

- **Department:** Public Works/Parks  
- **Date Advertised before Meeting:** 4/30/2014  
- **Date Advertised after Meeting:** 5/2/2019

**Reason for Request:** On April 18, 2018, $120,000 was requested to comply with the City's new ordinance for organic applications to city recreation & athletic fields. Additional costs have resulted from the City not adhering to the required application methods, which have resulted in the need for additional funds. This appropriation will cover the costs associated with the additional organic applications required by the City's ordinance. This amount is needed to ensure compliance with the new regulation.

**Signature:**  
**Requested by:** William Russo, Director  
**Status:** Requested  
**Status Date:** 2/4/2019
F. Public Works: $223,834 – Acct. No. 2070-22000-x-x-x-x, appropriation to add to CNR Fund for purchase of John Deere 331G Track Loader ($70,000), Toro Mower ($34,000), 2019 Ford F250 ($42,000), 2019 Ford F250 ($60,000), and attachments for John Deere Track Loader ($17,834)

APPROVED

Councilman Eugene Nocera reads the appropriation request and moves for approval. Councilman Philip Pessina seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is unanimously approved.

G. Registrar of Voters: $7,500 – Acct No. 1000-09000-x-x-x; appropriation to cover cost overruns from the recent primary election and general election -- salaries & wages ($5,000) and general administration ($2,500)

POSTPONED TO NEXT REGULAR MEETING (March 4, 2019)

Councilwoman Mary Bartolotta reads the appropriation request and moves for approval. Councilman Robert Santangelo seconds the motion.

The Chair calls on Councilman Sebastian Giuliano.

Councilman Giuliano moves to postpone this item to the Regular Meeting of March 4, 2019. Councilman Philip Pessina seconds the motion. Councilman Giuliano states that during Questions to Directors, he asked the Registrar of Voters (David Bauer) on this item. That office expects a surplus of funds in their full-time salary lines, possibly enough to cover the $5,000 shortfall in the part-time salary line. It will not be crucial until April, so Registrar Bauer said that he would be willing to inquire of the Finance Department whether or not it would be possible to transfer: (1) would it be enough and (2) can it be done. Councilman Giuliano states that he would like to give that office an opportunity to do that.

The Chair states that the vote will be on Councilman Giuliano’s Motion to Postpone, which has been moved and seconded. There being no further discussion, the Chair calls for the vote on the Motion to Postpone to March. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is unanimously approved. This matter will be referred to the March meeting.
H. APPROPRIATION AND BOND ORDINANCE: An Ordinance appropriating $250,000 for the purchase of vehicles and related equipment for the Middletown Police Department and authorizing the issue of $250,000 bonds of the City to meet said appropriation and pending the issuance thereof the making of temporary borrowings for such purpose.

APPROVED ORDINANCE No: 02-19
K: review/ ordinance/ police cars $250K – ORD 02-19 – 4 Feb 2019

AN ORDINANCE APPROPRIATING $250,000 FOR THE PURCHASE OF VEHICLES AND RELATED EQUIPMENT FOR THE MIDDLETOWN POLICE DEPARTMENT AND AUTHORIZING THE ISSUE OF $250,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. The sum of $250,000 is hereby appropriated for the purchase of at least three (3) marked patrol vehicles and at least three (3) unmarked vehicles, as well as paint, graphics, lighting, sirens, radios, protective equipment, storage, computers, computer mounts, cages, firearm mounts, and all other upgrades, services, improvements and costs related to the vehicles, including, without limitation, labor, administration, and inspection, and all other costs necessary or appropriate for the project, including a contingency amount necessary to cover unexpected costs, advertising, printing, legal, and financing costs related thereto (hereinafter the "Project"). Said appropriation shall be inclusive of state and federal grants in aid thereof.

Section 2. The expected useful life of the Project is approximately ten (10) years. The total estimated cost of the Project is $250,000. Of the total estimated cost of the Project, no portion of which is expected to be paid from sources other than the proposed bond issue.

Section 3. To meet said appropriation, $250,000 bonds of the City, or so much thereof as may be necessary for said purpose, may be issued, maturing not later than the tenth (10th) year after their date, or such later date as may be allowed by law. The bonds may be issued in one or more series as shall be determined by the Mayor and the City Treasurer, and the amount of bonds of each series to be issued shall be fixed by the Mayor and the City Treasurer. The bonds shall be issued in an amount necessary to meet the City’s share of Project costs determined after considering the estimated amounts of grants in aid of the Project and will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of $1,000 or a whole multiple thereof, or, be combined with other bonds of the City and such combined issue shall be in the denomination per aggregate maturity of $1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor and the City Treasurer, bear the City seal or a facsimile thereof, be certified by a bank or trust company
designated by the Mayor and the City Treasurer, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Mayor and the City Treasurer, and be approved as to their legality by Bond Counsel. The bonds shall bear such rate or rates of interest (whether fixed or floating) as shall be determined by the Mayor and the City Treasurer. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon and paid from property taxation to the extent not paid from other funds available for the payment thereof. The aggregate principal amount of the bonds of each series, the annual installments of principal, maturity dates, prices, redemption provisions, if any, time of issue and sale, and other terms, details and particulars of such bonds, including the terms of any reserve, that might be established as authorized herein, shall be determined by the Mayor and the City Treasurer in the best interests of the City and in accordance with the requirements of the General Statutes of Connecticut, as amended.

Section 4. Said bonds shall be sold by the Mayor and City Treasurer in a competitive offering or by negotiation, in their discretion. If sold at competitive offering, the bonds shall be at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City, or comparable method. If the bonds are sold by negotiation, the purchase contract shall be approved by the Mayor and City Treasurer.

Section 5. The Mayor and the City Treasurer are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of any series of said bonds. Notes evidencing such borrowings shall be signed by the manual or facsimile signatures of the Mayor and the City Treasurer, have the seal of the City or a facsimile thereof affixed, be payable at a bank or trust company designated by the Mayor and the City Treasurer, be certified by a bank or trust company designated by the Mayor and the City Treasurer pursuant to the General Statutes of Connecticut, as amended, and be approved as to their legality by Bond Counsel. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuing of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including reimbursements therefor, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of said bonds the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such temporary borrowings then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 6. In connection with the issuance of any bonds or notes authorized herein, the City may exercise any power delegated to municipalities pursuant to Section 7-370b, as may be approved and executed by the Mayor and the City Treasurer, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be approved by the Common Council.

Section 7. With respect to the receipt of original issuance premium or bid premium upon the sale of the bonds or notes herein authorized, the Mayor and City Treasurer are authorized, but not required, to apply original issuance premium and bid premium, if applicable, to fund future debt service payments on the bonds or notes. The amount of the bid premium for which bonds of the City are authorized to be issued, and such application shall reduce the amount of authorized and unissued bonds of the purpose to which the premium was applied, in the amount so applied.

Section 8. In order to meet the capital cash flow expenditure needs of the City, the Director of Finance, with notice to and advice from the Mayor and the City Treasurer, is authorized to allocate and reallocate expenditures incurred for the Project to any bonds or notes of the City outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose, including the bonds and notes and Project herein authorized.

Section 9. The issue of the bonds aforesaid and of all other bonds or notes of the City heretofore authorized but not yet issued, as of the effective date of this Ordinance, would not cause the indebtedness of the City to exceed any debt limit calculated in accordance with law as shown by the "Debt Statement" attached hereto.

Section 10. The Mayor is hereby authorized to spend a sum not to exceed the aforesaid appropriation for the purposes set forth herein, and the Mayor is specifically authorized to make, execute and deliver any contract or contracts, and any other documents necessary or convenient to complete the improvements authorized herein and the financing thereof.

Section 11. The Mayor, the City Treasurer, the Director of Finance and any other proper City official are each hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of the Project, and to take all action necessary or proper in connection therewith.

Section 12. The City hereby expresses its official intent pursuant to 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid 60
days prior to and after the date of passage of this ordinance in the maximum amount and for the Project with the proceeds of bonds, notes, or other obligations authorized to be issued by the City. Such obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date as the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of any such reimbursement obligations, and to amend this declaration.

Section 13. The Director of Finance is hereby authorized to exercise all powers conferred by Section 3-20e of the general statutes with respect to secondary market disclosure and to provide annual information and notices of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance.

Section 14. This ordinance shall become effective fifteen days after its publication in a newspaper of general circulation in the City pursuant to Section 5 of the City Charter.

SEE ATTACHED DEBT LIMITATION SCHEDULE

<table>
<thead>
<tr>
<th>DEBT STATEMENT</th>
<th>December 31, 2018</th>
<th>CITY OF MIDDLETOWN, CONNECTICUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL RECEIPTS FROM TAXATION AND REIMBURSEMENTS (“BASE”)</td>
<td>Fiscal Year Ended June 30, 2018</td>
<td>128,915,921</td>
</tr>
<tr>
<td>BORROWING CAPACITY FOR EACH CLASS</td>
<td>2-1/4 times base for General Purposes</td>
<td>290,060,822</td>
</tr>
<tr>
<td></td>
<td>4-1/2 times base for Schools</td>
<td>580,121,645</td>
</tr>
<tr>
<td></td>
<td>3-3/4 times base for Sewers</td>
<td>418,976,704</td>
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<tr>
<td></td>
<td>3-1/4 times base for Urban Renewal</td>
<td>418,976,743</td>
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<tr>
<td></td>
<td>3 times base for Unfunded Past Benefit Obligations</td>
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<td>MAXIMUM AGGREGATE BORROWING CAPACITY</td>
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<td>INDEBTEDNESS BONDS AND NOTES:</td>
<td>GENERAL PURPOSES</td>
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<tr>
<td></td>
<td>SCHOOLS</td>
<td>3,915,090</td>
</tr>
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<td></td>
<td>SEWERS</td>
<td>3,416,750</td>
</tr>
<tr>
<td></td>
<td>URBAN RENEWAL</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>UNFUNDED PAST BENEFIT OBLIGATIONS</td>
<td>-</td>
</tr>
<tr>
<td>BONDS AND NOTES AUTHORIZED BUT UNISSUED:</td>
<td>GENERAL PURPOSES</td>
<td>59,741,730</td>
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<tr>
<td></td>
<td>SCHOOLS</td>
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<td>SEWERS</td>
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<td></td>
<td>UNFUNDED PAST BENEFIT OBLIGATIONS</td>
<td>-</td>
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<tr>
<td>CLEAN WATER FUND LOANS:</td>
<td>SEWERS</td>
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</tr>
<tr>
<td></td>
<td>SUB-TOTAL INDEBTEDNESS</td>
<td>212,033,274</td>
</tr>
<tr>
<td>LESS:</td>
<td>FEDERAL AND STATE OF CONNECTICUT BUILDING GRANTS, COMMITMENTS AND RECEIVABLES</td>
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<tr>
<td></td>
<td>GENERAL PURPOSE</td>
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</tr>
<tr>
<td></td>
<td>SCHOOLS</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>SEWERS</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>URBAN RENEWAL</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL DEDUCTIONS</td>
<td>49,291,605</td>
<td></td>
</tr>
<tr>
<td>NET INDEBTEDNESS</td>
<td>739,669,778</td>
<td></td>
</tr>
</tbody>
</table>

The Chair calls on Councilman Robert Santangelo. Councilman Santangelo reads and moves to approve the Appropriation and Bond Ordinance. Councilman Philip Pessina seconds the motion.

The Chair asks Councilman Santangelo to continue and to read the bond ordinance. Councilman Santangelo resumes reading the full text of the bond ordinance.

Councilman Gerald Daley moves to waive the reading of the bond ordinance. Councilwoman Mary Bartolotta seconds the motion. There being no discussion, the Chair calls for the vote on the Motion to Waive the Reading of the Bond Ordinance. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is unanimously approved. The Chair confirms that the underlying motion to approve has been seconded. There being no discussion, the Chair calls for a roll call the vote.
Councilwoman Mary Bartolotta aye
Councilman Robert Blanchard aye
Councilman Carl Chisem aye
Councilman Gerald Daley aye
Councilman Sebastian Giuliano aye
Councilman Grady Faulkner, Jr. aye
Councilwoman Deborah Kleckowski absent
Councilman Eugene Nocera aye
Councilman Philip Pessina aye
Councilwoman Linda Salafia aye
Councilman Robert Santangelo aye
Councilman Thomas Serra absent

The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is unanimously approved.

I. APPROPRIATION AND BOND ORDINANCE: An Ordinance appropriating $523,000 for the purchase of certain capital non-recurring equipment and authorizing the issue of $523,000 bonds of the city to meet said appropriation and pending the issuance thereof the making of temporary borrowings for such purpose.

APPROVED ORDINANCE No: 03-19
K: review/ ordinance/ CNR $523K – ORD 03-19 – 4 Feb 2019

AN ORDINANCE APPROPRIATING $523,000 FOR THE PURCHASE OF CERTAIN CAPITAL NON-RECURRING EQUIPMENT AND AUTHORIZING THE ISSUE OF $523,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. The sum of $523,000 is hereby appropriated for the purchase of the capital non-recurring equipment set forth below, including, without limitation, installation, training and support, equipment, consultants, testing, legal, administrative and financing costs as may be accomplished within said appropriation (hereafter the “Project”). Said appropriation shall be inclusive of state and federal grants in aid thereof.

PUBLIC WORKS
- Freightliner Truck with Plow (Model 114SD) $190,000
- Freightliner Truck with Plow (Model 108SD) 211,000
- Hydraulic Excavator (Model 85G) 117,000
- Bonding/Legal Fees 5,000
TOTAL $523,000

Section 2. The expected useful life of the Project is at least ten (10) years. The total estimated cost of the Project is $523,000, no portion of which is expected to be paid from sources other than the proposed bond issue.

Section 3. To meet said appropriation $523,000 bonds of the City, or so much thereof as may be necessary for said purpose, may be issued, maturing not later than the tenth (10th) year after their date, or such later date as may be allowed by law. The bonds may be issued in one or more series as shall be determined by the Mayor and the City Treasurer, and the amount of bonds of each series to be issued shall be fixed by the Mayor and the City Treasurer. The bonds shall be issued in an amount necessary to meet the City’s share of Project costs determined after considering the estimated amounts of grants in aid of the Project and will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of $1,000 or a whole multiple thereof, or, be combined with other bonds of the City and such combined issue shall be in the denomination per aggregate maturity of $1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor and the City Treasurer, be certified by a bank or trust company designated by the Mayor and the City Treasurer, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Mayor and the City Treasurer, and be approved as to their legality by Bond Counsel. They shall bear such rate or rates of interest (whether fixed or floating) as shall be determined by the Mayor and the City Treasurer. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon and paid from property taxation to the extent not paid from other funds available for the payment thereof. The aggregate principal amount of the bonds of each series, the annual installments of principal, maturity dates, prices, redemption provisions, if any, time of issue and sale, and other terms, details and particulars of such bonds, including the terms of any reserve that might be established as authorized herein, shall be determined by the Mayor and the City Treasurer in the best
Section 4. Said bonds shall be sold by the Mayor and City Treasurer in a competitive offering or by negotiation, in their discretion. If sold at competitive offering, the bonds shall be at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City, or comparable method. If the bonds are sold by negotiation the purchase contract shall be approved by the Mayor and City Treasurer.

Section 5. The Mayor and the City Treasurer are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of any series of said bonds. Notes evidencing such borrowings shall be signed by the manual or facsimile signatures of the Mayor and the City Treasurer, have the seal of the City or a facsimile thereof affixed, be payable at a bank or trust company designated by the Mayor and the City Treasurer, be certified by a bank or trust company designated by the Mayor and the City Treasurer pursuant to the General Statutes of Connecticut, as amended, and be approved as to their legality by Bond Counsel. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of said bonds the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such temporary borrowings then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 6. In connection with the issuance of any bonds or notes authorized herein, the City may exercise any power delegated to municipalities pursuant to Section 7-370b, as may be approved and executed by the Mayor and the City Treasurer, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be approved by the Common Council.

Section 7. With respect to the receipt of original issuance premium or bid premium upon the sale of the bonds or notes herein authorized, the Mayor and City Treasurer are authorized, but not required, to apply original issuance premium and bid premium, if applicable, to fund future debt service payments on such bonds or notes or to fund any purpose for which bonds of the City are authorized to be issued, and such application shall reduce the amount of authorized and unissued bonds of the purpose to which the premium was applied, in the amount so applied.

Section 8. In order to meet the capital cash flow expenditure needs of the City, the Director of Finance, with notice to and advice from the Mayor and the City Treasurer, is authorized to direct and reallocate expenditures incurred for the Project to any bonds or notes of the City outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose, including the bonds and notes and Project herein authorized.

Section 9. The issue of the bonds aforesaid and of all other bonds or notes of the City heretofore authorized but not yet issued, as of the effective date of this Ordinance, would not cause the indebtedness of the City to exceed any debt limit calculated in accordance with law as shown by the "Debt Statement" attached hereto.

Section 10. The Mayor is hereby authorized to spend a sum not to exceed the aforesaid appropriation for the purposes set forth herein, and the Mayor is specifically authorized to make, execute and deliver any contract or contracts, and any other documents necessary or convenient to complete the improvements authorized herein and the financing thereof.

Section 11. The Mayor, the City Treasurer and the Director of Finance are each hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of the Project, and to take all action necessary or proper in connection therewith.

Section 12. The City hereby expresses its official intent pursuant to 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid 60 days prior to and after the date of passage of this ordinance in the maximum amount and for the Project with the proceeds of bonds, notes, or other obligations authorized to be issued by the City. Such obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date as the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of any such reimbursement obligations, and to amend this declaration.

Section 13. The Director of Finance is hereby authorized to exercise all powers conferred by Section 3-20e of the general statutes with respect to secondary market disclosure and to provide annual information and notices of material events as required by the Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance.
Section 14. This ordinance shall become effective fifteen days after its publication in a newspaper of general circulation in the City pursuant to Section 5 of the City Charter.

SEE ATTACHED DEBT LIMITATION SCHEDULE

<table>
<thead>
<tr>
<th>DEBT STATEMENT</th>
<th>December 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF MIDDLETOWN, CONNECTICUT</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ANNUAL RECEIPTS FROM TAXATION AND REIMBURSEMENTS (&quot;BASE&quot;)</th>
<th>Fiscal Year Ended June 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>128,915,921</td>
</tr>
</tbody>
</table>

BORROWING CAPACITY FOR EACH CLASS

- 2-1/4 times base for General Purposes: 290,060,822
- 4-1/2 times base for Schools: 580,121,645
- 3-3/4 times base for Sewers: 483,434,704
- 3-1/4 times base for Urban Renewal: 418,976,743
- 3 times base for Unfunded Past Benefit Obligations: 386,747,763

MAXIMUM AGGREGATE BORROWING CAPACITY: 902,411,447

7 times Base

INDEBTEDNESS BONDS AND NOTES:

- GENERAL PURPOSES: 73,156,910
- SCHOOLS: 3,915,090
- SEWERS: 3,416,750
- URBAN RENEWAL: -
- UNFUNDED PAST BENEFIT OBLIGATIONS: -

BONDS AND NOTES AUTHORIZED BUT UNISSUED:

- GENERAL PURPOSES: 59,741,730
- SCHOOLS: 38,277,845
- SEWERS: 17,095,654
- URBAN RENEWAL: -
- UNFUNDED PAST BENEFIT OBLIGATIONS: -

CLEAN WATER FUND LOANS:

- SEWERS: 16,429,295

SUB-TOTAL INDEBTEDNESS: 212,033,274

LESS

- FEDERAL AND STATE OF CONNECTICUT BUILDING GRANTS, COMMITMENTS AND RECEIVABLES
  - GENERAL PURPOSE: -
  - SCHOOLS: 49,291,605
  - SEWERS: -
  - URBAN RENEWAL: -
  - TOTAL DEDUCTIONS: 49,291,605

NET INDEBTEDNESS: 162,741,669

TOTAL DEDUCTIONS:

- BALANCE OF BORROWING CAPACITY FOR EACH CLASS:
  - GENERAL PURPOSE: 157,162,182
  - SCHOOLS: 587,220,315
  - SEWERS: 446,493,005
  - URBAN RENEWAL: 418,976,743
  - UNFUNDED PAST BENEFIT OBLIGATIONS: 386,747,763

BALANCE OF MAXIMUM AGGREGATE BORROWING CAPACITY AVAILABLE: 739,669,778

The Chair calls on Councilman Carl Chisem to read the proposed bond ordinance, including the full text. Councilman Chisem reads and moves to approve the Appropriation and Bond Ordinance.

Councilman Gerald Daley moves to waive the reading of the bond ordinance. Councilwoman Mary Bartolotta seconds the motion. There being no discussion, the Chair calls for the vote on the Motion to Waive the Reading of the Bond Ordinance. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is unanimously approved.

The Chair asks for a second on the underlying motion. Councilman Philip Pessina seconds the motion to approve. There being no discussion, the Chair calls for a roll call vote.

Councilwoman Mary Bartolotta: aye
Councilman Robert Blanchard: aye
Councilman Carl Chisem: aye
Councilman Gerald Daley: aye
Councilman Sebastian Giuliano: aye
Councilman Grady Faulkner, Jr.: aye
Councilwoman Deborah Kleckowski absent
Councilman Eugene Nocera aye
Councilman Philip Pessina aye
Councilwoman Linda Salafia aye
Councilman Robert Santangelo aye
Councilman Thomas Serra absent

The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is unanimously approved.

12. Department, Committee, Commission Reports and Grant Confirmation Approval

APPROVED

Councilwoman Mary Bartolotta moves to approve all Department, Committee, and Commission reports and all Grants when properly approved. Councilman Gerald Daley seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is approved.

A. City Clerk’s Certificate

APPROVED

City & Town Clerk’s Office
245 deKoven Drive
Middletown, CT 06457

Certification

I, Ashley A. Flynn, City and Town Clerk of the City of Middletown and custodian of the records and seal thereof, hereby certify that all ordinances and appropriations passed and adopted at the regular meeting of the Common Council on January 7, 2019 at 7:00 p.m. and the special meetings on January 7, 2019 at 6:00 p.m. and January 10, 2019 at 7:00 p.m., have been advertised in the local newspaper.

Dated at Middletown, Connecticut, this 22nd day of January 2019

Ashley A. Flynn
City & Town Clerk

♦ Phone (860) 638-4910  ♦ Fax (860) 638-1910  ♦ TDD (860) 638-4812
## B. Monthly Reports -- Finance Department: Transfer Report to January 24, 2019

APPROVED

### Transfers of Funds - Operating Budget Accounts

<table>
<thead>
<tr>
<th>Date</th>
<th>Department</th>
<th>Budget Code</th>
<th>From Account No.</th>
<th>To Account No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/04/19</td>
<td>Police</td>
<td>General Fixed &amp; Improvement</td>
<td>120-2000-010100</td>
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<td>15,000.00</td>
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<tr>
<td></td>
<td></td>
<td>Facilities Management</td>
<td>120-2000-010100</td>
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<td>35,000.00</td>
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<td>Public Works</td>
<td>120-2000-010100</td>
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<td>25,000.00</td>
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<td></td>
<td></td>
<td>Parks &amp; Recreation</td>
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<td>Water Treatment Plant</td>
<td>120-2000-010100</td>
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</table>

### Transfers of Funds - Capital Projects

<table>
<thead>
<tr>
<th>Date</th>
<th>Department</th>
<th>Project Code</th>
<th>From Account No.</th>
<th>To Account No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/04/19</td>
<td>Police</td>
<td>Infrastructure FPD</td>
<td>120-2000-010100</td>
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<td>20,000.00</td>
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<td>Maintenance &amp; Operations</td>
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<td>4,000.00</td>
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### Transfers of Funds - Other

<table>
<thead>
<tr>
<th>Date</th>
<th>Department</th>
<th>Description</th>
<th>From Account No.</th>
<th>To Account No.</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>01/04/19</td>
<td>Police</td>
<td>Building Repairs</td>
<td>120-2000-010100</td>
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<td>7,000.00</td>
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<td></td>
<td>Equipment Maintenance</td>
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<td>2,000.00</td>
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### Transfers of Funds - Capital Projects

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<tr>
<th>Date</th>
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<th>Project Code</th>
<th>From Account No.</th>
<th>To Account No.</th>
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</thead>
<tbody>
<tr>
<td>01/04/19</td>
<td>Police</td>
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<td>120-2000-010100</td>
<td></td>
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### Transfers of Funds - Other

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### Transfers of Funds - Operating Budget Accounts

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### Transfers of Funds - Capital Projects

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<th>To Account No.</th>
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<td>Equipment Maintenance</td>
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<td></td>
<td>2,000.00</td>
</tr>
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</table>
C. Grant Confirmation & Approval – Middletown Board of Education – miscellaneous grants: $722,024.29
APPROVED

CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457
REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL
OF THE FOLLOWING GRANT

<table>
<thead>
<tr>
<th>Grant Number</th>
<th>410</th>
<th>Date of Request</th>
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<tr>
<td>Name of Grant</td>
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<td>Department Administering Grant</td>
<td>Middletown Board of Education</td>
<td>$0.00</td>
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</tr>
</tbody>
</table>

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, those funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purpose for which they were granted.

Description of services to be provided by this Grant:
2093-TTL II-PRT A Eng Lang Pub $52,534.00; 2095-TTL III-PRT A Eng Lang N-Pub $1,303.00; 2042-IDEA PRT B 611-Pub $9,600.00 (GRANT ADJ); 2043-IDEA PRT B 611- N-Pub $8,500.00 (GRANT ADJ); 2142-IDEA PRT B 619 Pub $37,144.00; 2721-SPEP Medicaid $16,401.59; 2732-3WAIM Strings Pgm $613.00; 2796-Food Services $242,005.89; 8001-Ins Retirees/COBRA $249,204.80; 8003-Workers Comp Claims $15,486.84; 8004-Preschool Program Fees $9,519.00; 8009-Maintenance/Rentals $828.00; 8011-Chromebook Replacement Fund $100.00; 8018-Insurance Claim Receipts $95,831.48; 8023-Centre Office Receipts ($43,035.14) (Revenue Reversed to 8001); 8024-ADHD Enrichment $10,000.00; ADED GED/Pearson Receipts $21,75; 8036-Even Start Family Learn Pgm $754.00; 8037-Even Start Receipts $66.00; 8063- Fingerprint Receipts $279.00; 8096-SPEP Tuition Reimbursement $97,741.38; 9011-21ST Century F Hamilton Fees $100.00; 9151-Student Activities UNWDP $700.00. Total Special Programs through 1/16/19 $11,012,344.31 less ($114,750.00) Displaced Students posted to Unexpended Balance Line 12/18/18 + $10,897,594.31 ADDITIONS $722,024.29 Total Special Programs through 1/16/19 $11,919,518.60.

Signature: ____________________________
Requested by: Michael Conner, Ed.D
Status: Passed
Status Date: 2/4/2019
D. Grant Confirmation & Approval – Recreation & Community Services – grant to support activities, supplies, wages, and busing: $50,000

APPROVED

CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL
OF THE FOLLOWING GRANT

<table>
<thead>
<tr>
<th>Grant Number:</th>
<th>412</th>
<th>Date of Request:</th>
<th>1/19/2019</th>
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<tbody>
<tr>
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<tr>
<td>Amount Requested:</td>
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<tr>
<td>Department Administering Grant:</td>
<td>Recreation &amp; Community Services</td>
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<td></td>
</tr>
</tbody>
</table>

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:
To support Recreation and Community Services Department activities, supplies, wages, and busing.

| Signature: | 
| Requested by: | Catherine Lachowicz |
| Status: | Passed |
| Status Date: | 2/4/2019 |

13. Payment of all City bills when properly approved

APPROVED

The Chair calls on Councilman Sebastian Giuliano, who offers a point of order. Councilman Giuliano explain that, to remove this item from the regular agenda, the Council would need to change its Rules of Procedure. Until that is done, this item must remain on the agenda.

The Chair calls on Councilwoman Linda Salafia.

Councilwoman Linda Salafia moves to pay all bills when properly approved. Councilman Philip Pessina seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is approved.

14. New Business, Resolutions, Ordinances, etc.

A. Approving rejection of the contract between the City of Middletown’s Board of Education and the Middletown School Administrators’ Association, effective July 1, 2019 to June 30, 2023.

DEFEATED

RÉSOLUTION No. 04-19; K: review /resolution/ BOE MSAA 2019-2023 RES 04-19 – 4 February 2019

Be it resolved by the Common Council of the City of Middletown: That pursuant to Chapter 166, Section 10-153d(b) of the Connecticut General Statutes, the contract between the City of Middletown’s Board of Education and the Middletown School Administrators’ Association from July 1, 2019 to June 30, 2023 be rejected.
The Chair calls on Councilman Eugene Nocera and ask that, after making the motion, that he explain the parliamentary mechanics of this particular agenda item. Councilman Philip Pessina seconds the motion.

Councilman Eugene Nocera moves to approve the rejection of the collective bargaining agreement. He reminds the Council that to approve the proposed contract, they must vote "nay" on the resolution.

The Chair reminds Councilmembers that, if they vote “aye,” then they are voting against contract ratification. There being no discussion, the Chair calls for the vote, The Chair states that the matter fails unanimously by a vote of 0 aye to 10 nay. The motion fails.

MSAA Contract Changes
July 1, 2019 to June 30, 2023
Four-year contract: July 1, 2019 to June 30, 2023

Article II, Recognition, B.1. (page 1.)
Removal of “all employees in the bargaining unit who are hired after the effective date of this agreement shall as a condition of employment either (1) become and/or remain members of the MSAA for the duration of this agreement or (2), a presentation fee not to exceed the amount of dues uniformly required by members.

Article II, Recognition, C.4. (page 2)
If the position is filled by a current member of the bargaining unit, the salary shall be at the step of salary schedule for the position being filled that provides the individual with an increase in salary (removed same step).

Article VI Leaves of Absence, 6 (page 7)
Removed Administrators shall have the right to appeal to the Board any decision made by the Superintendent.

Article VII Insurance & Side Letter Partnership plan 2.0 (page 7 & 24)
Side Letter
1. Notwithstanding the provisions of Article VII (Insurance) and its related appendices the only medical, RX and dental insurance plan offered by the Board shall be the Partnership Plan 2.0 as described in the SIDE Letter.
2. Premium cost sharing percentages for medical, RX, and dental insurance under the Partnership Plan 2.0 shall follow the negotiated percentages for the HDHP Plan for each fiscal year
   2019-2020 21%
   2020-2021 21%
   2021-2022 22%
   2022-2023 22%

Segal is currently doing an analysis for the cost savings for the move to the CT Partnership Plan.
4. The premium rates will be established by the State of Connecticut for a single employee +1 and family, and for actives, pre-65 actives, Medicare retirees and post-65 non Medicare eligible retirees, and blended to provide a uniform rate across categories for actives and retirees, and blended to provide a uniform rate across categories for actives and retirees. This may result in active administrators paying a higher premium than the active rates posted on the State of Connecticut website and retirees paying less than the retiree rate listed.
9. In the event that the Partnership plan 2.0 administrators impose a HEP on participation penalty on the basis of an employee’s non-compliance with the terms of the HEP or any non-compliance on the part of any individual covered under the employee’s insurance, any such penalty shall be fully paid by the non-compliant employee by payroll deduction.

Article XII, Work Year:
A. Except as noted herein, work schedule for 12 month administrators shall consist of 220 working days, and shall include the days that school is in session for students as well as the days for certified staff (184).
   The Director of Pupil Services & Special Education work year 224 days
   The Director of Technology work year 229 days
   The Director of Arts and Operations work year 234 days
   On or before May 1st each year, each 12 month administrator shall submit to the Superintendent a proposed schedule for the upcoming fiscal year, detailing the additional dates on which the administrator proposes to work in order to fulfill the 220 day commitment (224 days, 234 days or 220 days for the noted Director positions). The work schedule may be notified with two (2) weeks notice, with approval of the Superintendent.
B. Work Schedule for 10 month Administrators shall consist of 195 working days (184 days + additional 11 days).
   Dean of Students work year 189 working days (184 days + additional 5 days).
   On or before May 1st each year, each 10-month administrator shall submit to the Superintendent a proposed schedule for the upcoming student summer recess, detailing the additional dates on which the administrator proposes to working during the summer in order to fulfill the 195 or 189-day commitment.

Article XIII, Reduction in Force (page 14):
C. Among tenured administrators, a more senior tenured administrator whose positions is eliminated shall have the opportunity to displace the least senior administrator in the same or a lower category, provided that the more senior administrator is both certified and more qualified to perform the position held by the least senior administrator.

Article XIV, Miscellaneous (page 15): Mileage stipends:
High School Principal $2,250
Elementary and Middle School Principals, Director of Adult Education $1,000
Assistant Principals and Dean $750
Added Director of Instructional Technology and PD $3,000
-Cost for 2019-20: $12,200
-Cost for 2020-21:$12,200
-Cost for 2021-22:$12,200
Total cost for 4 year contract: $48,800

Schedule A: Salaries
A new pay schedule was added along with additional work days. The Director of Pupil Services & Special Education work year is 224 days. The Director of Technology work year is 229 days. The Director of Arts and Operations work year is 234 days. Other Administrators working 214 days increased to 220 work days (6 more days). Curriculum Supervisors who previously worked 195 days increased to 220 work days (25 more days). Assistant Principal of Keigwin stayed at 195 work year. Dean of Students who previously worked 184 days increased to 189 days (5 more days).

Salary Schedule 2019-20 (see attached Tentative Admin Salary Agreement)
GWI below Max. 7.5% and GWI at Max 1.50% and step movement = 4.23%; $168,731.00

Salary Schedule 2020-21
GWI 2.5% and step movement = 2.61%; $108,531.00

Salary Schedule 2021-22
GWI 2.5% and step movement = 2.31%; $98,643.00

Salary Schedule 2022-23
GWI 1.75% and step movement = 1.88%; $81,936.00

Four-year total of GWI and Steps = 11.02%

Total cost for 4 years: $457,841.00

ARTICLE I
GENERAL

A. 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 harmonious working relationships between the Board and the MSAA in order that the cause of public education may be best served in Middletown.

B. The provisions of this Agreement shall constitute Board Policy for the duration hereof or until changed by mutual consent in writing. 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 changed pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.

C. Nothing in this Agreement shall in any way limit or contravene the authority of any Municipal, State or Federal Board, commission, agency, or other governmental body or authority.

ARTICLE II
RECOGNITION

A. The Board recognizes the Middletown School Administrators Association as the exclusive bargaining representative for all certified employees who are not represented by the Middletown Federation of Teachers excluding the Superintendent, Assistant Superintendent for Administration, and Assistant Superintendent for Curriculum/Instruction for the purposes of negotiating with respect to salary schedules, working conditions, personnel policies and other conditions relative to employment.

B. The MSAA agrees to represent equally all Administrators without regard to membership or participation in, or association with the activities of the MSAA or any other employee organization.
1. All employees who are members of the MSAA on the effective date of this Agreement, or who thereafter voluntarily become members of the MSAA, shall pay membership dues to the MSAA. Such dues shall be paid by payroll deduction, authorized in writing by the employee, on a form specified by the Board.
2. The MSAA shall establish and notify the Board in writing of the amount of the membership dues.
3. The MSAA 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 Article.

C. The Board of Education shall not appoint employees without an intermediate or principals certificate to positions in the bargaining unit represented by the MSAA. In the event that a vacancy in the Administrators’ bargaining unit occurs, the Board of Education will observe the following procedure with respect to interim appointments, unless a regular appointment is made or until a regular appointment is made.
1. The fact of the vacancy will be made known to all members of the Administrators’ bargaining unit.
2. Members of the bargaining unit at that time will be permitted to volunteer to fill such vacancy.
3. Such vacancy will be filled from among said volunteer applicants or by the appointment of any others who are members of the Administrators’ bargaining unit at that time, provided that the Superintendent determines that the volunteer applicant for the interim position is qualified to fill the vacancy on an interim basis.
4. If the position is filled by a current member of the bargaining unit, the salary shall be at the step of the salary schedule for the position being filled that provides the individual with an increase in salary. If the position is being filled from outside the bargaining unit, the individual’s salary step shall be set by the Superintendent of Schools.

D. Whenever a regular vacancy occurs in a MSAA bargaining unit position for which a member of the MSAA bargaining unit is certified, the following procedure will be observed:

1. The fact of the vacancy will be made known to all members of the administrative bargaining unit. Prior to posting and/or advertising for said vacancy, any administrator may apply for a transfer to said position and the Superintendent, if he/she approves, may make such transfer.

2. Members of the MSAA who apply for the said vacancy shall be granted an interview with the Screening Committee. In the event that a member is not recommended for a Board interview, he/she may request a conference with the Superintendent and the Assistant Superintendent for an explanation.

E. The MSAA recognizes that the Superintendent has the prerogative to transfer its members within the MSAA bargaining unit. Prior to initiating such a transfer, the Superintendent will consult with the President of the MSAA. At no time should a transfer result in a promotion (i.e., a position with a higher maximum). Consultation will be made in the following manner:

1. The Superintendent of Schools will meet with the President of the Middletown School Administrators Association and one representative of the Association’s Executive Committee whenever any assignment to a different school for the next school year is contemplated.

2. At this meeting, the Superintendent of Schools shall notify the Association representatives of any contemplated assignments and/or reassignments for the next school year and will explain his/her reasons for said contemplated changes.

3. At the request of the President of the Association, the Superintendent will postpone his/her decision for a reasonable period of time to permit the President of the Association to inform the members of the Superintendent’s intentions and/or to solicit the views of the members and report such views to the Superintendent.

4. The Superintendent of Schools will give the consideration to the views of the Middletown School Administrators Association President and/or membership and will not effect any involuntary transfers of any administrator from one position to another except after reaching a conclusion that overriding educational considerations require such a transfer.

F. A member of the bargaining unit who is involuntarily transferred to a lower paid position in the bargaining unit shall be placed on the same step in the new position as he/she held in the previous position, but his/her salary shall remain unchanged for a period of two fiscal years or until the salary level at the appropriate step in the new position meets or exceeds the salary paid to the member in the former position from which he/she had been involuntarily transferred, whichever occurs earlier.

G. No Administrator shall be disciplined or demoted without just cause (and no administrator shall be involuntarily reduced to a teaching position) except in accordance with Board Policy 4117.4.

ARTICLE III
PROTECTION

A. Administrators shall immediately report to the Superintendent in writing all cases of assault suffered by them or any other employee of the Board.

B. Such report shall be forwarded to the Board which shall comply with any reasonable request from any administrator for information in its possession not privileged under law which relates to the incident or the persons involved.

C. The Board shall provide legal counsel who shall be selected by mutual agreement between the Board and MSAA, and shall protect and save harmless any Administrator from financial loss and expense, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental damage to or destruction of property, within or without the school building, provided such Administrator, 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.

D. Section 10-235 of the Connecticut General Statutes concerning indemnification of professional employees, shall continue to be binding upon the parties for the duration of this Agreement.

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

ARTICLE IV
ACCIDENT BENEFITS

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

A. All related medical costs, in accordance with the Workers’ Compensation Statutes as provided;

B. Full payment, minus Workers’ Compensation payments, for the first thirty school days during any fiscal year or related to a specific accident, whichever is applicable, to the Administrator’s advantage, and thereafter to the extent of an Administrator’s accumulated sick leave, unless the Administrator instructs the central office to the contrary, in which case Paragraph C shall govern.
C. Insurance compensation payments according to the insurance company formula, until such time as the Administrator returns to regular duty.

**ARTICLE V**

**SICK LEAVE**

A. Each Administrator is entitled to sick leave with full pay up to seventeen (17) working days in each year (15 working days for Administrators who became members of the MSAA bargaining unit after June 30, 2004). Unused sick leave shall be accumulated from year to year so long as the Administrator remains continuously in the service of the Board, up to but not in excess of two hundred and ten (210) working days unless increased by the State Statutes.

B. The Superintendent may grant up to thirty (30) extra days of sick leave to a newly hired Administrator, making a total of forty-five (45) days during the Administrator's first year of employment, but one-third of such extra days shall be deducted from the Administrator's available sick leave in each of the next three years of employment.

C. In the event of absence of an Administrator for illness or injury in excess of three (3) consecutive working days, the Superintendent or his/her designee may require a medical opinion regarding the Administrator's illness. Costs for securing any such medical opinion shall be borne by the Board.

D. For absence in excess of the allowable sick leave, an Administrator, upon application and at the discretion of the Superintendent or designee, may receive the difference between his/her pay and the amount paid his/her substitute.

E. Each Administrator shall be notified of his/her total accumulated sick leave, through payroll documentation.

**ARTICLE VI**

**LEAVES OF ABSENCE**

A. Upon approval of the Superintendent, each Administrator shall be entitled to the following leaves of absence without same being charged against sick leave and with full pay, unless otherwise noted.

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

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

   a. “Emergency leave” may be granted at the discretion of the Superintendent for matters of personal need. Such leave will not be granted with full pay. Deduction, depending upon the circumstances, may be either full or partial.

   b. Prior approval must be received for all leaves (other than sick leave) except in those instances when the nature of the “emergency” makes it impossible to receive prior approval.

3. Up to a total of five (5) days on each occurrence, for death of an Administrator’s spouse, child, parent, grandparent, brother, or sister of the Administrator or his or her spouse or members of his or her immediate family.

4. Up to a total of three (3) days for major religious holidays.

5. Upon approval of the Superintendent, each Administrator 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 and shall be charged against the Administrator’s sick leave.

6. The Superintendent may grant leave at no loss of pay to Administrators for the following:

   a. Attending education meetings which have direct value to the pupils.

   b. School visitations which have been planned in advance.

   c. Up to six (6) personal days per year for members to attend Union conferences, no more than three (3) of these to be requested while teachers and pupils are in session.

B. Upon recommendation of the Superintendent, the Board may grant a sabbatical leave for professional study. Such leave may be with or without pay or benefits, or with partial pay or benefits, as proposed by the Administrator and approved by the Board. The Board's decision on any such proposed leave shall take into consideration the merit of the proposal, the availability of funds, and the needs of the school system, and shall specify any terms and conditions of the leave granted. Any administrator granted such leave by the Board shall be required to give notice of his/her intention to return to employment as an administrator on or before March 1st of the school year prior to the administrator’s return. Failure to grant such notice shall be considered a resignation of the administrator’s employment with the Board.

C. Leave of absence for maternity purposes shall be governed by applicable federal and state legislation.

D. Leaves and rates of pay not covered by this Article may be granted and set at the sole discretion of the Superintendent.

**ARTICLE VII**

**INSURANCE**

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

A. **Health Insurance/Prescription Program(s):** Full time administrators shall be offered the health insurance plans described in summary form in Schedule B.

B. **Premium Cost Share for HDHP Plan:** Members of the bargaining unit enrolled in the HDHP Plan shall pay by payroll deduction twenty-one percent (21%) of the premium cost for such coverage for the period July 1, 2019 through June 30, 2021. Members of the bargaining unit enrolled in the HDHP Plan shall pay by payroll deduction
twenty-two percent (22%) of the premium cost for such coverage for the period July 1, 2021 through June 30, 2023.

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

D. Retirees: All Administrators 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 offered to active administrators at no cost to the district, at group rates as designated by the carrier, in accordance with state law as it may be amended from time to time. Such coverage shall be subject to change in the same manner and at the same time as changes may be made for actively employed members of the Unit, so the Board is not required to maintain a separate health insurance plan for retirees only. An administrator, hired on or before June 30, 2019, who has completed at least ten (10) years of service in the MSAA bargaining unit, and who retires from teaching or administration in Connecticut public schools in accordance with the rules promulgated by the Connecticut Teachers’ Retirement Board after either reaching age 60 or reaching age 55 and completing thirty five (35) years of service as a teacher or administrator in Connecticut, shall be eligible for a health insurance premium subsidy until reaching age 65, computed as follows:

1. The Board shall pay a percentage equal to two (2) times the number of completed years of service in the MSAA bargaining unit.

2. The Board’s share must be deducted from the total member’s premium cost, then the $110 state subsidy should be applied to the member’s portion.

F. Dental Care Benefits: The Board shall provide and pay for individual and family coverage for employees under a plan reasonably comparable to the Dental Program in effect immediately prior to the effective date of this agreement. Members of the bargaining unit enrolled in the dental plan shall pay by payroll deduction twelve percent (12%) of the premium cost for such coverage for the period July 1, 2019 through June 30, 2021. Members of the bargaining unit enrolled in the dental plan shall pay by payroll deduction thirteen percent (13%) of the premium cost for such coverage for the period July 1, 2021 through June 30, 2023.

ARTICLE VIII SALARIES

A. The Salary Schedule for Administrators, designated as Schedule A, is affixed hereto and made an integral part of this Agreement.

B. Credit will be granted for prior certificated administrative experience for person beginning their employment in the Middletown School system. However, placement on the salary schedule will be commensurate with the placement of Administrators having similar experience or prorated so that newly appointed Administrators and incumbent Administrators are treated in a fair and equitable manner.

ARTICLE IX GRIEVANCE PROCEDURE

A. When a member of the Administrators unit, or group of Administrators, feels that as to him/her or them there has been (i) a violation, misinterpretation or misapplication of a specific provision of this Agreement, or (ii) a decision of the Superintendent or his/her designee which adversely affects his/her or their positions, salaries, or other conditions of employment, the concern shall be reduced to writing promptly, but in any case not later than twenty (20) calendar days after the administrator knew or should have known of the event or condition giving rise to the grievance, and submitted to the Superintendent.

1. The written document shall set forth the facts of the matter, the relevant portions of this Agreement or Board policy (if any), the remedy requested, and a statement of the fact that the procedure under this Article is being invoked.

2. The Superintendent shall meet promptly with the individuals involved, and shall thereafter render a written decision on the matter, including the reasons for his/her decision.

B. If the Administrator or group of Administrators is not satisfied with the decision of the Superintendent, s/he or they shall promptly submit to the Superintendent a written request for a hearing before the Board.

1. An informal hearing before the Board shall be scheduled and held within a reasonable time, and the Board shall thereafter render a written decision on the matter, including the reasons for its decision.

2. The Board shall consider only information presented during the hearing, including written material and oral statements.

3. Such hearing shall be held in executive session to the extent permitted by law.
4. Grievances pertaining to a violation, misinterpretation or misapplication of a specific provision of this Agreement may be submitted to arbitration as set forth below.

5. The Board’s decision shall be final in grievances pertaining to a decision of the Superintendent or his/her designee that adversely affects an administrator or his/her positions, salaries, or other conditions of employment.

C. If the grievance pertains to a violation, misinterpretation or misapplication of a specific provision of this Agreement, and is not satisfactorily resolved the Administrator or group of Administrators may, subject to the approval of the Association, submit the matter in writing to the American Arbitration Association within ten (10) days of receipt of the Board’s decision. Selection of the Arbitrator shall be according to regulations of the American Arbitration Association. The decision of this arbitrator shall be final and binding on both parties. The cost of arbitration shall be shared equally by the Board and the Association.

D. Any Administrator who utilizes this procedure may be represented at either step by a person of his/her own choosing, except that such person may not act in the capacity of an officer of any other teacher or administrator organization other than the Association, and provided such representation is approved by the Association.

ARTICLE X
RENEGOTIATIONS

A. The Board or the MSAA may request in writing of each other during the term of this Agreement, the opportunity to renegotiate any particular article or articles.

B. Any such request shall be submitted to either the Superintendent or the President of the MSAA and shall contain therein the reasons for requesting renegotiation.

C. Either party may accept or reject the request for renegotiation. A rejection of renegotiation shall be in writing.

D. Nothing in this Article shall prevent the MSAA and the Board from meeting informally to discuss and/or resolve such concerns as may arise during the term of this collective bargaining agreement. Such informal meetings shall not be considered negotiations. When such informal discussions result in an amendment to this Agreement, such amendment shall be reduced to writing and signed by both parties.

ARTICLE XI
ACADEMIC FREEDOM

Administrators will be entitled to the full rights of citizenship and no activities of any Administrator exercised pursuant to these rights, provided the exercise is not conducted during working hours, will be subject to disciplinary action or discriminatory judgments with respect to the professional employment of an Administrator.

ARTICLE XII
WORK YEAR

A. Except as noted herein, work schedule for 12 month administrators shall consist of 220 working days, and shall include the days that school is in session for students as well as the days for certified staff. The Director of Pupil Services & Special Education shall have a work year of 224 days. The Director of Technology shall have a work year of 229 days. The Director of Arts and Operations shall have a work year of 234 days. On or before May 1st each year, each 12 month administrator shall submit to the Superintendent a proposed schedule for the upcoming fiscal year, detailing the additional dates on which the administrator proposes to work in order to fulfill the 220 day commitment (224 days, 234 days or 229 days for the noted Director positions). The work schedule may be modified with two (2) weeks notice, with approval of the Superintendent.

B. Except as noted herein, the work schedule for 10 month administrators shall consist of 195 working days, and shall include the days that school is in session for students as well as the days for certified staff. The work schedule for the Dean of Students shall consist of 189 working days, and shall include the days that school is in session for students as well as the days for certified staff. On or before May 1st each year, each 10 month administrator shall submit to the Superintendent a proposed schedule for the upcoming student summer recess, detailing the additional dates on which the administrator proposes to work during the summer in order to fulfill the 195 or 189 day commitment.

C. All vacation schedules shall be approved in advance by the Superintendent or designee.

D. The Board shall designate thirteen (13) paid holidays for twelve month administrators, and twelve (12) paid holidays for ten month administrators. If an administrator is required to work on a day designated as a paid holiday, the administrator shall be offered a floating holiday in lieu of the paid vacation day, on a day approved by the Superintendent or designee.

ARTICLE XIII
REDUCTION IN FORCE

A. Elimination of Professional Staff Positions

The Board has the exclusive prerogative to eliminate professional staff positions, consistent with the provisions of applicable Connecticut General Statutes.

B. Definitions

1. As used herein, the term “days” shall mean calendar days

2. As used herein, the term “administrator” shall apply to any employee of the Board who holds a regular 092 certificate issued by the Connecticut State Board of Education and is employed in an administrative position.

3. As used herein, the term “senior” shall refer to the number of years of service in the Middletown School System as a certified administrator.

C. Procedure

1. Prior to terminating an administrator’s contract, due to elimination of position, the Board will give due consideration to its ability to effect position elimination and/or reduction in staff by:
   a. voluntary retirements;
   b. voluntary resignations;
2. In the event that it becomes necessary to terminate an administrator’s contract due to the elimination of a professional staff position, the following procedure shall be utilized in selecting the administrator to be terminated:
   a. Non-tenured administrators shall be terminated on a system-wide basis before tenured administrators within the range of certification and qualification in which the elimination takes place.
   b. In making decisions regarding contract termination of non-tenured-administrators, major emphasis shall be placed on the following factors:
      • areas of certification;
      • qualifications and ability, as determined by an objective evaluation of the administrators performance; and
      • administrator experience in other positions.
   c. Among tenured administrators, a more senior tenured administrator whose position is eliminated shall have the opportunity to displace the least senior administrator in the same or a lower category, provided that the more senior administrator is both certified and more qualified to perform the position held by the least senior administrator.
   d. In determining qualifications, major emphasis shall be placed by the Superintendent on the following factors (factors to be applied in the manner to be determined to be in the best interests of the district): 1) previous administrative experience in the position in question, 2) other areas of certification, 3) qualifications and ability (as determined by an objective evaluation of the administrator’s performance), and 4) administrator experience in other positions.
   e. Under no circumstances shall an administrator be entitled to bump into a higher category.

3. Any administrator whose position is eliminated and who is unable to obtain another administrator position within the district shall be entitled to seek a position in the teachers’ bargaining unit pursuant to the layoff and recall language in the collective bargaining agreement between the teachers’ representative and the Board.

ARTICLE XIV
MISCELLANEOUS

A. Whenever any individual reviews any portion of the personnel file of a member of the Administrators unit, a notation containing the individual’s name and the date of the review shall be placed in such personnel file. This requirement shall not apply to members of the central office staff, or consultants such as auditors who may be required to have access to such files in the course of their duties.

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

C. In lieu of mileage reimbursement, as part of an IRS non accountable plan, each administrator shall receive the following travel allowance annually, pro-rata for partial years of service and paid biannually (July and January):

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<th>Category</th>
<th>Annual amount each</th>
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</thead>
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<td>High School Principal</td>
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</tr>
<tr>
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<td>$1,000</td>
</tr>
<tr>
<td>Assistant Principals and Dean</td>
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</tr>
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<td>Curriculum Supervisors</td>
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</tr>
<tr>
<td>Director of Athletics</td>
<td>$3,600</td>
</tr>
<tr>
<td>Director of Pupil Services and Special Education</td>
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<tr>
<td>Director of Arts and Operations</td>
<td>$3,000</td>
</tr>
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</tr>
<tr>
<td>Director of Technology</td>
<td>$3,000</td>
</tr>
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</table>

ARTICLE XV
DURATION

Unless reopened pursuant to its terms, the provisions of this Agreement shall be effective as of July 1, 2019 and shall continue and remain in full force and effect through June 30, 2023.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed this _________ day of ___________________, 2018.

MIDDLETOWN SCHOOL ADMINISTRATORS ASSOCIATION

By Colleen Weiner
Its President

MIDDLETOWN BOARD OF EDUCATION

By Christopher Drake
Its Chairperson

By James Gaudreau
Its President

SCHEDULE A
MSAA SALARY SCHEDULE
### 2019-20

<table>
<thead>
<tr>
<th>School Position</th>
<th>Work Year</th>
<th>Grade</th>
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<th>3</th>
<th>4</th>
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### 2020-21

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<td>145,952</td>
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<td>Middle School Principal</td>
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<td>138,832</td>
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<td>151,211</td>
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</table>
The Superintendent of Schools may authorize additional days for any administrator, at the administrator’s per diem rate.

**Doctoral Stipend**

An administrator who has attained a doctoral degree shall receive an annual stipend in the amount of $2,000.00

### SCHEDULE B

**HIGH DEDUCTIBLE HEALTH CARE PLAN:**

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

<table>
<thead>
<tr>
<th>BENEFIT</th>
<th>COST SHARES</th>
</tr>
</thead>
</table>
|                               | In-Network services and Out-of-Network services subject to deductible and coinsurance. No Referrals Required Deductible: $2,500 Individual, $5,000 Two or More Out-of-pocket Maximum $5,000 Individual, $10,000 Two or More In Network Coinsurance 100% Lifetime Maximum In-Network - Unlimited Out-of-Network Benefits Coinsurance 80% / 20% Lifetime Maximum Out-of-Network - Unlimited Only In-Network Benefits Illustrated Below
| PREVENTIVE CARE              | Annual                                                                    |
| Pediatric                    | Covered 100% - Not Subject to Deductible                                   |
| Adult                        | Covered 100% - Not subject to Deductible                                   |
| Vision Exam                  | Covered 100% - Not Subject to Deductible                                   |
| Hearing                      | Covered 100% - Not Subject to Deductible                                   |
| Routine Gynecological        | Covered 100% - Not Subject to Deductible                                   |
| MEDICAL SERVICES             | Medical Office Visit 100% after deductible                                |
| Outpatient - PT/OT/Chiro     | 50 visits per calendar year combined                                       |
| Allergy Services             | 100% after deductible                                                    |
| Diagnostic Lab & X-ray       | 100% after deductible                                                    |
| Surgery Fees                 | 100% after deductible                                                    |
| Office Surgery               | 100% after deductible                                                    |
| Outpatient MH/SA             | 100% after deductible                                                    |
| EMERGENCY SERVICES           | Emergency Room 100% after deductible                                      |
| Urgent Care Facility         | 100% after deductible                                                    |
| Ambulance                    | 100% after deductible                                                    |
| INPATIENT HOSPITAL           | Note: All hospital admissions require pre-cert                             |
| General/Medical & Surgical   | 100% after deductible                                                    |
### BENEFIT COST SHARES

<table>
<thead>
<tr>
<th>Ancillary Services (Medication, Supplies)</th>
<th>100% after deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Psychiatric</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>Substance Abuse/Detox</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>Rehabilitative</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>Skilled Nursing Facility</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>Hospice</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>OUTPATIENT HOSPITAL</td>
<td></td>
</tr>
<tr>
<td>Outpatient Surgery</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>Facility Charges</td>
<td></td>
</tr>
<tr>
<td>Diagnostic Lab &amp; X-ray</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>Pre-Admission Testing</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>OTHER SERVICES</td>
<td></td>
</tr>
<tr>
<td>Durable Medical Equipment</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>Prosthetics</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>Home Health Care</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>Infertility Services</td>
<td>100% after deductible</td>
</tr>
<tr>
<td>Prescription Drugs</td>
<td>After deductible is met: 2 x retail for mail order / $10 generic, $25 preferred brand, $40 non-preferred brand; Unlimited max.</td>
</tr>
</tbody>
</table>

The Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board’s contribution toward the HDHP deductible will be deposited into the HSA accounts with the payroll dates of the contract year. The parties acknowledge that the Board’s contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

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

### SIDE LETTER

**PARTNERSHIP PLAN 2.0**

1. Notwithstanding the provisions of Article VII (Insurance) and its related appendices, the only medical, RX and dental insurance plan offered by the Board shall be the Partnership Plan 2.0, as described in this SIDE LETTER.

2. Premium cost-sharing percentages for medical, RX and dental insurance under the Partnership Plan 2.0 shall follow the negotiated percentages for the HDHP Plan for each fiscal year for the term of the Agreement, (21% in 2019-2020 and 2020-2021, increasing to 22% in 2021-2022 and thereafter).

3. Premium rates shall be inclusive of medical, RX, dental and all administrative fees incurred by the Board, and shall be established by the State of Connecticut for the relevant July 1 through June 30 period.

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

5. The Partnership 2.0 Plan design and co-payments shall be specified by the State of Connecticut. The MEDICAL PLAN SUMMARY is published by the State and described by the State and attached hereto as Exhibit A. The DENTAL PLAN SUMMARY is attached hereto as Exhibit B. The Board and the Association recognize that State of Connecticut may unilaterally change the plan design and co-payments of these plans. The Partnership Plan 2.0 vision rider will not be offered.

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

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

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

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

10. In the event that the State of Connecticut does not accept or continue the Board’s participation in the Partnership Plan 2.0, then the terms of current Agreement (as set forth above) shall control and the Board shall provide the employees with insurance benefits as set forth herein.

11. The terms of this SIDE LETTER are recognized as a joint agreement by the Board and the Association, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the SIDE LETTER.

12. The validity, effect and operation of this SIDE LETTER shall be determined by the laws of the State of Connecticut.

13. The Board and the Association affirmatively state that they have a full understanding of the contents of the SIDE LETTER and the effects thereof, and that they have executed the same voluntarily and of their own free will, without any coercion.

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

IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this SIDE LETTER.

MIDDLETOWN SCHOOL ADMINISTRATORS ASSOCIATION

By __________________________
Colleen Weiner
Its President

By __________________________
Christopher Drake
Its Chairperson

MIDDLETOWN BOARD OF EDUCATION

By __________________________
James Gaudreau
Its President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the Middletown Board of Education (hereinafter the "Board") and the Middletown Administrator’s Association (hereinafter the "MSAA") hereinafter sometimes referred to as the "parties".

WHEREAS, the Board and MSAA are parties to a collective bargaining agreement (the "Agreement") in effect from 1 July 2019 through 30 June 2023 that determines the terms and conditions of employment for the administrator bargaining unit.

The Parties have agreed to the grade and step placements listed below for the 2019-2023 Agreement for the Administrators employed by the Board as of the date of the tentative agreement for the 2019-2023 Agreement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Work Year</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weiner, Colleen</td>
<td>HS Principal</td>
<td>220</td>
<td>4</td>
</tr>
<tr>
<td>Clarke, Amy A.</td>
<td>Director of Pupil Services &amp; Special Education</td>
<td>224</td>
<td>4</td>
</tr>
<tr>
<td>Gaylord, Marco R</td>
<td>Director Of Operations</td>
<td>234</td>
<td>4</td>
</tr>
<tr>
<td>Gonzalez, Cheryl D</td>
<td>MS Principal</td>
<td>220</td>
<td>4</td>
</tr>
<tr>
<td>Shippee Lopez, Suzanne L</td>
<td>Elementary Principal - Interim</td>
<td>220</td>
<td>2</td>
</tr>
<tr>
<td>Gohagan, Michelle B</td>
<td>Dir.Of Instr. Tech &amp; Prof Dev</td>
<td>220</td>
<td>1</td>
</tr>
<tr>
<td>Skott, Michael C.</td>
<td>Director Of Technology Services</td>
<td>229</td>
<td>3</td>
</tr>
<tr>
<td>Calabrese, Jennifer Kizis</td>
<td>Elementary Principal</td>
<td>220</td>
<td>3</td>
</tr>
<tr>
<td>Alberti, Sara Elizabeth</td>
<td>Supervisor of Pupil Services &amp; Special Ed</td>
<td>220</td>
<td>3</td>
</tr>
<tr>
<td>Misenti, James G.</td>
<td>Director - Adult Ed</td>
<td>220</td>
<td>4</td>
</tr>
<tr>
<td>Cannata, Thomas E</td>
<td>Elementary Principal</td>
<td>220</td>
<td>4</td>
</tr>
<tr>
<td>Gaudreau, James M</td>
<td>Elementary Principal</td>
<td>220</td>
<td>4</td>
</tr>
<tr>
<td>Eldridge, Yolande A.</td>
<td>Elementary Principal</td>
<td>220</td>
<td>4</td>
</tr>
<tr>
<td>Henderson, Richard J</td>
<td>Elementary Principal</td>
<td>220</td>
<td>4</td>
</tr>
<tr>
<td>Mayo Molina, Silvia</td>
<td>Elementary Principal</td>
<td>220</td>
<td>4</td>
</tr>
</tbody>
</table>
B. Approving rejection of the contract between the City of Middletown’s Board of Education and the Middletown Federation of Teachers AFT Local 1381, AFT-CT, AFL-CIO, effective July 1, 2019 to June 30, 2022.

DEFEATED

RESOLUTION No. 05-19; K; review/ resolution/ BOE teacher19-22 RES 05-19 – 4 Feb 2019

Be it resolved by the Common Council of the City of Middletown: That pursuant to Chapter 166, Section 10-153(b) of the Connecticut General Statutes, the contract between the City of Middletown’s Board of Education and the Middletown Federation of Teachers AFT Local 1381, AFT-CT, AFL-CIO from July 1, 2019 to June 30, 2022 be rejected.

The Chair calls on Councilman Robert Blanchard.

Councilman Robert Blanchard moves to approve the rejection of the collective bargaining agreement. Councilman Philip Pessina seconds the motion.

The Chair reminds Councilmembers that the same parliamentary procedure applies in this matter as in the previous resolution; namely, an “aye” vote is a vote against contract ratification. There being no discussion, the Chair calls for the vote. The Chair states that the matter falls unanimously by a vote of 0 aye to 10 nay. The motion fails.

MFT Contract Changes

July 1, 2019 to June 30, 2022

Article 6: Teaching Hours and Teacher Load

Keep 5 of the current 13 PDE days to allow for SRBI, Data Team, Professional Learning and Teacher collaboration. 8 PDE days added which is 130 minutes per day x 8 days = 1040 minutes (17.33 hours or 2.66 days) of instructional time added to student’s school year.

2019-2020 Extend instructional time by 10 minutes by converting ten minutes of wrap time to instruction, leaving 31 minutes of non-instructional time for other duties. 10 minutes per day x 180 days = 1800 minutes (30 hours or 4.62 days) of instructional time added to student’s school year.

2020-2021 Increase instructional time by 10 additional minutes, with a concomitant increase in the workday to 446 minutes. 10 minutes per day x 180 days = 1800 minutes (30 hours or 4.62 days) of instructional time added to student’s school year.

2021-2022 No further change.

Total of instructional time gained (1800 min + 1800 min + 1040 min = 4640 min divided by 60 minutes = 77.33 hours of instructional time. This comes out to 11.88 additional days of instructional time added over the course of the contract without an increase of student days to the school calendar)

Up to 45 minutes of such preparation time may be designated by administration each week at grades K-5 as collaborative planning time, professional learning time or data team meetings with other teachers. Bargaining unit members working at the elementary school level shall not be required to provide supervision for students’ lunch or recess.

Article 7

When the Superintendent determines that an involuntary transfer is appropriate, the Superintendent or his/her designee shall confer with the Federation President, and may make the involuntary transfer after such consultation for due and sufficient cause.
Article 8
8:4 Any language translation work performed outside the workday shall be compensated at a rate of $29 per hour as outlined in Appendix D.

Article 17 Insurance
Incorporate existing side letter with HDHP contingency Insurance plan into contract as set forth. Premium cost sharing shall be applicable to either the State Partnership Plan or the HDHP as follows: The cost share went from 19.5% to 20%.

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-20</td>
<td>20%</td>
</tr>
<tr>
<td>2020-2021</td>
<td>20%</td>
</tr>
<tr>
<td>2021-2022</td>
<td>20%</td>
</tr>
</tbody>
</table>

Article 18 Salaries; (see attached Middletown BOE Teacher Salary Schedule)
16:1.4-2 The Superintendent may give additional step credit to teachers hired into shortage areas as designated by the Commissioner of Education.

Appendix A-1 Salary Schedule 2019-20
1% increase to maximum steps (Step 11) and step movement (2.32%) = 2.98%; $936,364.00

Appendix A-2 Salary Schedule 2020-21
1% GWI, 1% increase to maximum steps (Step 11) and step movement (2.19%) = 3.92%; $1,267,480.00

Appendix A-1 Salary Schedule 2021-22
1% increase to maximum steps (Step 11) and step movement (2.73%) = 3.10%; $1,043,01

Salary total over three-year contract: $3,246,859.00

Longevity: Beginning with the second year on maximum salary each member of the unit hired on or before June 30, 2016 shall receive a longevity bonus of two thousand dollars ($2,000).

The cost share went from 19.5% to 20%.

<table>
<thead>
<tr>
<th>Year</th>
<th>Longevity Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-20</td>
<td>$142,000</td>
</tr>
<tr>
<td>2020-21</td>
<td>$142,000</td>
</tr>
<tr>
<td>2021-22</td>
<td>$142,000</td>
</tr>
</tbody>
</table>

Longevity Total cost over three year contract: $426,000

Three-year total of GWI and Steps = 10%

Stipends:

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost of Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-20</td>
<td>$3,946.00</td>
</tr>
<tr>
<td>2020-21</td>
<td>$3,985.00</td>
</tr>
<tr>
<td>2021-22</td>
<td>$4,025.00</td>
</tr>
</tbody>
</table>

Total Cost of Stipends over three-year contract: $11,956.00

Total Contract cost not including insurance:

Salary total cost over three-year contract: $3,246,859.00

Longevity Total cost over three-year contract: $426,000

Total Cost of Stipends over three-year contract: $11,956.00

Total Cost of MFT Contract: $3,684,815.00

Middletown Board of Education
And
Middletown Federation of Teachers

July 1, 2019-June 30, 2022

January 3, 2019
7154889v2

AGREEMENT

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

ARTICLE I 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.
ARTICLE 2 RECOGNITION

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

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

ARTICLE 3 NON-DISCRIMINATION

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

ARTICLE 4 MANAGEMENT RIGHTS

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

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

ARTICLE 5 FEDERATION RIGHTS

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

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

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

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

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

5:6 All Employees may join the MFT.

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

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

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

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

ARTICLE 6 TEACHING HOURS AND TEACHER LOAD

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

6:2 For all teachers:

6:2.1 The teachers’ scheduled work day shall be as follows: four hundred and thirty-six (436) minutes total; inclusive of the students’ instructional time, student supervision time, preparation time, time designated by the administration for meetings or other activities in support of the instructional program, and a duty-free lunch. Effective in the 2020-21 school year, the scheduled work day shall be four hundred and forty-six (446) minutes total.
6:2.2 The starting and dismissal times of all schools shall be established by the school administration. In keeping with the concept of teacher professional responsibilities, each teacher is expected to be at his/her work station and/or classroom ready to perform his or her assigned responsibilities at the commencement of the scheduled teacher working day.

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

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

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

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

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

6:3 For preschool teachers:

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

6:4 For all K-12 teachers:

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

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

6:5 For elementary school teachers:

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

6:6 For middle school teachers:

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

6:7 For high school teachers:

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

6:8 For middle and high school teachers:

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

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

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

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

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

6:9.1 The provisions of this Article do not apply to adult education teachers working on an hourly basis.
The Board of Education is committed to employing the very best personnel for pupil personnel staff and special education teachers.

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

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 building. The assignment of teachers within a building is the responsibility of the building principal or his or her designee.

"Seniority" shall be defined as a teacher's length of systemwide service 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.

The decision as to whether to award a transfer to a teacher seeking a vacant position shall be based on the best interests of the school system as determined by the Superintendent or his or her designee.

The Board who 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 indicate his/her interest in such a transfer or transfers on or before March 1st of the preceding school year. All teachers who wish to be considered shall indicate the building or building(s), grade level(s) and/or subject area(s) into which they wish to transfer on a form provided by the Human Resources Office for this purpose. Any teacher who has tendered his/her irrevocable notice of retirement to the Human Resources Office on or before March first of the preceding school year shall not be subject to an involuntary transfer in his/her last three (3) years of employment (except as set forth below in Section 7.1.12).

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

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

Any teacher who has been employed by the Board and wishes to be considered for a transfer to a position(s) which is vacant or may become vacant in another building for which s/he is certified and qualified shall indicate his/her interest in such a transfer or transfers on or before March 1st of the preceding school year. All teachers who wish to be considered shall indicate the building or building(s), grade level(s) and/or subject area(s) into which they wish to transfer on a form provided by the Human Resources Office for this purpose. Any teacher who has tendered his/her irrevocable notice of retirement to the Human Resources Office on or before March first of the preceding school year shall not be subject to an involuntary transfer in his/her last three (3) years of employment (except as set forth below in Section 7.1.12).

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

Representative(s) of the Federation, and may make the involuntary transfer after such consultation for due and sufficient cause.

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

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

In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable. Reimbursement for travel will be in accordance with Article 27 (Miscellaneous), Paragraph 27.6. Teachers assigned to two or more schools shall not be assigned any duties on any day when they travel between schools.

ARTICLE 8 VACANCIES

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.

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

8:2.1-1 No person shall hold more than one (1) concurrent stipend position unless no other demonstrably better qualified applicant is available. Staff members holding more than one (1) stipend position currently shall not be subject to the above restriction excepting that such members shall not be eligible for additional stipend positions unless no other demonstrably better qualified applicant is available.

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

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

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

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

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

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

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

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

8:3.4 Adult Education.

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

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

8:3.5 Summer School Program.

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

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

8:3.6 Home-Bound Instruction Program

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

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

8:4 Curriculum Projects, etc.

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

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

8:5 Staff Development.

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

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

ARTICLE 9 TEACHER FACILITIES

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

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

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

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

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

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

ARTICLE 10
CLASS SIZE

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

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

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

10:3 Secondary Guidance staff at each school shall cooperate to establish equitable caseloads. The parties agree that the preferred maximum caseload for secondary guidance staff shall be 250 students.

ARTICLE 11
TEXTBOOKS

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

ARTICLE 12
PROTECTION

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

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

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

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

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

ARTICLE 13
ACCIDENT BENEFITS

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

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

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

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

ARTICLE 14
SICK LEAVE

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

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

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

14:4 Any teacher who plans to use sick leave to undergo surgery shall provide the Board with a doctor’s note indicating the date of the surgery and the anticipated length of leave 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 appendectomy. In the event that such emergency surgery must be scheduled with less than four (4) weeks’ notice, the teacher shall provide as much notice of the surgery as possible. Teachers shall attempt to schedule medical procedures over which they have control during the summer months and school vacation periods.

ARTICLE 15
LEAVES OF ABSENCE

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

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

15:1.1.1 “Leave” may be granted at the discretion of the Superintendent or designee for matters of personal convenience or pleasure; such leave will not be granted with full pay. Deduction, depending upon the circumstances, may be either full or partial (the difference between the Member’s pay and the pay of the substitute; or what a substitute would be paid if one was required).

15:1.1.2 Prior approval must be received for all leaves (other than sick leave) except in those instances where the nature of the “emergency” makes it impossible to receive prior approval.

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

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

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

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

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

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

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

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

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

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

ARTICLE 16
CONDITIONS RELATING TO MATERNITY

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

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

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

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

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

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

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

16:2.3 Long term leave without pay will not be granted because of the birth or adoption of a child while the teacher is on long term leave without pay because of the birth or adoption of another child.
16:3 Short-term disability leaves under Paragraph 16:1 above, shall be treated in the same manner as illnesses for the purpose of salary, insurance, and all other job-related purposes. Long-term leaves of absence under Paragraph 16:2 above, shall be without pay. All insurance benefits as provided in Article 17 (Insurance) of this Agreement shall continue and be in effect for any teacher during any short-term disability leave of absence. Any teacher who takes a long-term leave of absence without pay pursuant to Paragraph 16:2 above of twelve (12) weeks or less in length shall be entitled to continue participation in the insurance benefits provided in Article 17 at the Board’s expense.

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

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

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

ARTICLE 17 INSURANCE

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

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

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

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

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

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

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

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

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

17:4 The Board may substitute insurance carriers as it sees fit so long as the new carrier provides reasonably comparable coverage with the same 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.

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

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

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

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

17:7.2 The employee percentage share of such premium cost shall be as set forth above in Section 17:1.2. Premium rates shall be inclusive of medical, RX, dental and all administrative fees incurred by the Board, and shall be established by the State of Connecticut for the relevant July 1 through June 30 period.

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

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

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

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

ARTICLE 18
SALARIES

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

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

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

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

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

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

18:1.4-3 Up to two (2) years full credit for corresponding service in the Peace Corps, Americorps, or Vista.
18:1.4-4 Not more than four (4) years full credit for active service in the Armed Forces of the United States, with an honorable or medical discharge.
18:1.4-5 Comparable professional experience up to five (5) years may be credited for salary schedule placement purposes. Such credit shall be recommended by the Superintendent.

18.2 Definitions of Degree and Advanced Graduate Study:

For the purposes of this article, “accredited college or university” shall mean an institution for which the standard for “reasonably comparable” coverage is met.

18:2.1 Bachelor - A baccalaureate degree earned at an accredited college or university.
18:2.2 Master:
18:2.2-1 A Master’s degree earned at an accredited college or university.
18:2.2-2 Completion of thirty (30) credits beyond the baccalaureate degree in a program approved by the Equivalency Committee, on or before July 1, 1994.
18:2.2-3 Notwithstanding any provision of Board Policy, the fifth year equivalency is available only to teachers hired prior to July 1, 1994. Teachers hired on or after that date must have a full Master’s degree in order to qualify for the fifth year or MA salary track found in Appendix A.
18:2.2-4 Any teacher hired before 2016 who has two (2) bachelor’s degrees shall be placed on the equivalent SYR/MA salary lane.
18:2.3 Sixth Year - A second Master’s degree or thirty (30) credits beyond the Master’s degree in a program approved by the Equivalency Committee, or a Sixth Year Certificate.
18:2.4 Doctorate - A doctor’s degree (i.e., Ph.D. or Ed.D) earned at an accredited college or university.

18.3 Movement to a higher salary lane on the basis of receipt of an additional degree or credits shall be effective the school year following the Board’s receipt of documentation of the teacher’s completion of the degree program and/or credits received, as described in this paragraph. In order to qualify for lateral movement on the salary schedule, the teacher must provide written notification to the Human Resources Office prior to November 1st of the year prior to the year in which the lateral...
move will go into effect, and all transcripts documenting completion of degree and/or credit requirements must be received by the Human Resources Office no later than August 15th.

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

ARTICLE 19 SUBSTITUTE TEACHING

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

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

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

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

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

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

ARTICLE 20 GRIEVANCE PROCEDURE

20:1 The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level issues which may arise with respect to the salaries and working conditions of teachers provided for in this Agreement. That the MFT has acted unreasonably in withholding its approval where called for under this Agreement.

20:2 Definitions:

20:2.1 A “grievance” is hereby defined to mean:

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

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

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

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

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

20:3 Procedure:

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

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

20:3.3 Level One - Principal or Immediate Supervisor.

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

20:3.4 Level Two - Superintendent of Schools.

20:3.4.1 In the event that such aggrieved member of the Unit is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file a written grievance with the President of the MFT or the Chairman of the MFT Grievance Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the President of the MFT or the Chairman of the MFT Grievance Committee shall refer it to the Superintendent of Schools.

20:3.4.2 The Superintendent shall represent the Board at this grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it.
20:3.4-3 If a member of the Unit does not file a written grievance with the President of the MFT or the Chairman of the MFT Grievance Committee or forward a written grievance to the Superintendent within thirty (30) school days after the member of the Unit knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. A dispute as to whether a grievance has been waived under this Paragraph shall be subject to arbitration pursuant to Level Four.

20:3.5 Level Three - Board of Education.

In the event that the aggrieved member of the Unit is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within ten (10) school days, after he/she has first met with the Superintendent, he/she may file a written grievance, indicating such dissatisfaction with the President of the MFT or the Chairman of the MFT Grievance Committee or the Board within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the President of the MFT or the Chairman of the MFT Grievance Committee shall refer it to the Board. Within twenty (20) school days after receiving the written grievance, the Board shall meet with the aggrieved member of the Unit for the purpose of resolving the grievance.

20:3.6 Level Four - Arbitration.

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

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

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

20:4 Rights of Teachers to Representation:

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

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

20:5 Miscellaneous:

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

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

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

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

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

20:5.6 Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the MFT, to proceed within thirty (30) school days from the disposition as set forth in the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the MFT of the decision rendered, and such decision shall be binding upon the parties. The time limits specified at any step of the procedure may be extended in any particular instance by written agreement between the parties.

ARTICLE 21
RENEGOTIATION

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

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

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

ARTICLE 22
PAYROLL PROCEDURE

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

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

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

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

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

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

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

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

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

22:5 In the event that the current audit of the Business Office results in recommended changes to existing payroll procedures which may result in cost savings to the Board, the Board and the Federation shall discuss such changes, and any impact that may result from them. The Federation's agreement regarding such changes shall not be unreasonably withheld. Notwithstanding the foregoing, there shall be no change in the right of teachers to choose between 21 and 26 paycheck schedules, as set forth in Section 22:2.1 of the Agreement.
CHAPTER 23
PROFESSIONAL IMPROVEMENT PROGRAMS

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

CHAPTER 24
REDUCTION IN TEACHING STAFF

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

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

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

Definitions

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

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

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

Guidelines for Personnel Reduction

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

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

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

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

Recall

Any teacher who has been terminated under the provisions of Board of Education policy shall retain recall rights for a period of three years from the effective date of termination. Any newly created or vacant position in the bargaining unit shall be offered to all teachers who retain recall rights and who are certified and qualified for such position before it is offered to any other applicant for employment.

A teacher who refuses to recall to a position shall retain recall rights for the balance of the three years. In determining the order in which recall shall be offered in cases where more than one teacher with recall rights is certified and qualified for the position in question, the board shall apply for the criteria set forth under “Guidelines for Personnel Reduction” above, including the principle that tenure teachers shall be preferred over non-tenured teachers.

Provision not Applicable to Promotions

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

ARTICLE 25
TEACHER RESPONSIBILITIES

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

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

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

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

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

ARTICLE 26
SEVERANCE PAY

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

26:2 Members of the Unit, upon retirement under the rules of the Connecticut Teachers’ Retirement Board or death, who have been in the continuous employment of the Board under contract in a position requiring certification for twenty (20) or more
years, and provided they have accumulated at least one hundred (100) sick days at the time of their separation, as
prescribed for in Paragraph 14:1 of Article 14 (Sick Leave), shall receive two thousand five hundred dollars ($2,500.00) at
the time of retirement or death.

ARTICLE 27
MISCELLANEOUS

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

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

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

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

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

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

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

27:8 Less Than Full Time Teachers.

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

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

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

ARTICLE 28
DURATION AND SIGNATURES

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

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

MIDDLETOWN FEDERATION
OF TEACHERS

By ____________________________
Its President

Witness

______________________________

MIDDLETOWN BOARD OF EDUCATION

By ____________________________
Its Chairperson

Witness
### APPENDIX A-1

**Salary Schedule 2019-2020**

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<th>6th Year</th>
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Each eligible teacher shall advance on step on July 1, 2019.

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

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

### APPENDIX A-2

**Salary Schedule 2020-2021**

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

**NOTATION**

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

B. Longevity: Beginning with the second year on maximum salary each member of the Unit hired on or before June 30, 2016 shall receive a longevity bonus of two thousand dollars ($2,000.00). Any teacher hired between 2007-2012 will receive longevity benefit effective July 1, 2019 regardless of current step placement.
APPENDIX A-3
Salary Schedule
2021-2022

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Teachers shall not advance on step on July 1, 2021.

**NOTATION**

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

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

APPENDIX B

**STIPEND SCHEDULE FOR 2019-2022**

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<td>4 Yearbook Advisor (HS)</td>
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<tr>
<th>GROUP B</th>
<th>2019-20</th>
<th>2020-21</th>
<th>2021-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>(60-80 sessions)</td>
<td>$2,595</td>
<td>$2,621</td>
<td>$2,647</td>
</tr>
<tr>
<td>1 Drama Coach (WWMS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Drama Coach (K)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Majorette, Flag Corps. and Color Guard Advisor (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Musical Coach (MS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Junior Class Advisor (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Linkcrew Advisor (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Drill Team (HS)</td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP C</th>
<th>2019-20</th>
<th>2020-21</th>
<th>2021-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>(40-60 sessions)</td>
<td>$1,821</td>
<td>$1,839</td>
<td>$1,857</td>
</tr>
<tr>
<td>1 Elementary Activities/Intramurals (16 - 2 per school)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Honor Society Advisor (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Key Club Advisor (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 La Alianza Latina Advisor (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Majorette, Flag Corps and Color Guard Advisor (MS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Newspaper Advisor (WWMS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Newspaper Advisor (K)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8 Drumline Instructor (HS)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Grade Advisor (HS)</td>
<td>2019-20</td>
<td>2020-21</td>
<td>2021-22</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>9th Grade Advisor (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10th Grade Advisor (HS)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Tri-M Music Honor Society</td>
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</tr>
<tr>
<td>Student Council Advisor (MS)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Gay/Straight Alliance Advisor (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kids Literature Advisor (K)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kids Literature Advisor (WWMS)</td>
<td></td>
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</tr>
<tr>
<td>Assistant DECA Advisor (HS)</td>
<td></td>
<td></td>
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<tr>
<td><strong>GROUP D</strong></td>
<td>$1,332</td>
<td>$1,345</td>
<td>$1,358</td>
</tr>
<tr>
<td>(20-40 sessions)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Future Teachers of American (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Future Teachers of America (WWMS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Future Teachers of America (K)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority Students’ Coalition Advisor (HS)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Future Business Leaders Advisor (FBLA)(HS)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Future Farmers of America (FFA) Advisor (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Council Advisor (HA)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Council Advisor (K)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Math Team Advisor (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vocational Industrial Club (VICA) (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yearbook Advisor (WWMS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yearbook Advisor (K)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Model UN Club Advisor (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ski Club (WWMS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ski Club (K)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>National Honor Society (MS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Activity Advisor (MS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pride Patrol (WWMS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pride Patrol (K)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GROUP E</strong></td>
<td>$1,633</td>
<td>$1,649</td>
<td>$1,665</td>
</tr>
<tr>
<td>Fall Crew Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GROUP F</strong></td>
<td>$867</td>
<td>$876</td>
<td>$885</td>
</tr>
<tr>
<td>Art Show Organizer (rotating)</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>
### ATHLETIC STIPENDS
#### 2019-22

<table>
<thead>
<tr>
<th>GROUP 1</th>
<th>2019-20</th>
<th>2020-21</th>
<th>2021-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIGH SCHOOL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Head Football Coach</td>
<td>$6,808</td>
<td>$6,876</td>
<td>$6,945</td>
</tr>
<tr>
<td>B. Head Boys Basketball Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Head Girls Basketball Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Head Boys Swim Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Head Girls Swim Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Head Wrestling Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Head Crew Coach (Boys and Girls)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 2</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HIGH SCHOOL</td>
<td>$5,034</td>
<td>$5,084</td>
<td>$5,135</td>
</tr>
<tr>
<td>A. Cheerleading Advisor (Fall)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Cheerleading Coach (Winter)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Head Baseball Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Head Softball Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Head Boys Soccer Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Head Girls Soccer Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Head Boys Track Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Head Girls Track Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I. Head Volleyball Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. Head Boys Indoor Track Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K. Head Girls Indoor Track Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L. Assistant Girls Swim Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M. Ultimate Frisbee (HS)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 3</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HIGH SCHOOL</td>
<td>$4,891</td>
<td>$4,940</td>
<td>$4,989</td>
</tr>
<tr>
<td>A. Assistant Football Coach (6)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Assistant Boys Basketball Coach (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Assistant Girls Basketball Coach (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Assistant Boys Swim Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Head Boys Tennis Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Head Girls Tennis Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Head Boys Golf Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Head Girls Golf Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I. Boys Cross Country Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. Girls Cross Country Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K. Assistant Crew Coach (4)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L. Winter Dance Team Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M. Fall Dance Team Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N. Assistant Wrestling Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O. Varsity Boys Lacrosse</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P. Varsity Girls Lacrosse</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP 4</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HIGH SCHOOL</td>
<td>$3,545</td>
<td>$3,580</td>
<td>$3,616</td>
</tr>
<tr>
<td>A. Assistant Volleyball Coach (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Assistant Boys Track Coach (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Assistant Girls Track Coach (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Assistant Boys Soccer Coach (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Assistant Girls Soccer Coach (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Assistant Baseball Coach (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Assistant Softball Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Assistant Indoor Track Coach</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. Assistant Fall Cheerleading Advisor
J. Assistant Winter Cheerleading Advisor
K. Assistant Hockey Coach
L. Head Lacrosse Coach (Girls)
M. Head Lacrosse Coach (Boys)
N. Assistant Ultimate Frisbee Coach

MIDDLE SCHOOL
A. Baseball Coach
B. Boys Basketball Coach
C. Girls Basketball Coach
D. Cheerleading Coach (Fall)
E. Cheerleading Coach (Winter)
F. Softball Coach
G. Wrestling Coach
H. Boys Track Coach
I. Girls Track Coach

GROUP 5
A. $3,195
B. $3,227
C. $3,259

HIGH SCHOOL
A. Assistant Golf Coach

MIDDLE SCHOOL
A. Boys Soccer Coach
B. Girls Soccer Coach
C. Boys Cross Country Coach
D. Girls Cross Country Coach

GROUP 6
A. $2,697
B. $2,724
C. $2,751

GROUP 7
A. $515
B. $520
C. $525

A. Fall Unified Sports (2)
B. Winter Unified Sports (2)
C. Spring Unified Sports (2)
### APPENDIX C
#### SEPARATE POSITIONS 2019-22
(MONEY WILL BE ADDED TO SALARY FOR TRB)

#### 1. Department Heads

<table>
<thead>
<tr>
<th></th>
<th>2019-20</th>
<th>2020-21</th>
<th>2021-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of teaching periods: See below</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preparation periods: 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department Head periods: 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For each teacher over 4 (including Department Head) including fractional teachers in a department on a pro-rated basis the rate per FTE is:</td>
<td>$165.24</td>
<td>$166.89</td>
<td>$168.56</td>
</tr>
</tbody>
</table>

- **Vocational Agriculture** 9-12, teaches 3-4 classes
- **Social Studies** 6-12, teaches 1 class
- **PE/Health** K-12, teaches 4 classes
- **Guidance** 7-12
- **Vocational Education** 7-12 - teaches 3 classes
- **World Language** 7-12, teach 4 classes
- **ESL** - K-12
- **Music**, K-12, teach 4 classes
- **Art**, K-12, teach 4 classes

#### 2. Coordinators

<table>
<thead>
<tr>
<th>Role</th>
<th>2019-20</th>
<th>2020-21</th>
<th>2021-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Media Services K-5</td>
<td>$1,417.54</td>
<td>$1,431.72</td>
<td>$1,446.04</td>
</tr>
<tr>
<td>b. Media Services 6-12</td>
<td>$1,417.54</td>
<td>$1,431.72</td>
<td>$1,446.04</td>
</tr>
<tr>
<td>c. Preschool Coordinator</td>
<td>$2,835</td>
<td>$2,863</td>
<td>$2,892</td>
</tr>
<tr>
<td>d. Middle School Team Leader</td>
<td>$2,835</td>
<td>$2,863</td>
<td>$2,892</td>
</tr>
<tr>
<td>e. Pupil Services &amp; Special Education 9-12</td>
<td>$2,835</td>
<td>$2,863</td>
<td>$2,892</td>
</tr>
<tr>
<td>f. Pupil Services &amp; Special Education 7, 8</td>
<td>$1,891</td>
<td>$1,910</td>
<td>$1,929</td>
</tr>
<tr>
<td>g. Pupil Services &amp; Special Education 6</td>
<td>$944</td>
<td>$953</td>
<td>$963</td>
</tr>
<tr>
<td>h. Summer School Counselor</td>
<td>$2,835</td>
<td>$2,863</td>
<td>$2,892</td>
</tr>
</tbody>
</table>

#### 3. TEAM Mentor

- **Media Services K-5**
- **Preschool Coordinator**
- **Middle School Team Leader**
- **Pupil Services & Special Education 9-12**
- **Pupil Services & Special Education 7, 8**
- **Pupil Services & Special Education 6**
- **Summer School Counselor**

#### 4. Educational Technology Specialists (Elementary - 8)

- **$3,121**

#### 5. Educational Technology Specialists (Secondary - 4)

- **$3,378**

#### 6. Alternative Education Evening High School:

- **Coordinator**
- **Head Teacher (1)**
- **Teachers (8)**

#### 7. Middle School Athletic Faculty Mgr.

- **$3,772**

### NOTATION:

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

B. **Substitute for Stipend Positions**

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

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

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

4. Payment for substitutes in all instances above will be at the rate of twelve dollars and twelve cents ($12.12) per hour in 2019-20, twelve dollars and twenty-four cents ($12.24) in 2020-21 and twelve dollars and thirty six cents ($12.36) in 2021-22.
APPENDIX D-1
SALARY DIFFERENTIALS
2019-22

Guidance Coordinator + 25%*
Guidance Counselor 10 days @ per diem rate
Elementary Instructional Support Teacher (EIST) 5 days @ per diem rate
Vocational Agriculture Teacher - 12 month +25%*
Vocational Work Study - 11 month +10%*
Instrumental - MHS $6,741
Video Production/Blue Tube $4,493
Vocal - MHS $3,370
Instrumental - WWMS $3,370
Vocal - WWMS $2,427
Instrumental - Keigwin $2,427
Vocal - Keigwin $1,685
All City Music Festival/All City Art Shows $600
(SPEIST) 5 days @ per diem rate
School Readiness Facilitator 14.5 days @ per diem rate

NOTATION:
* Percentage applied to scheduled base and salary differential

APPENDIX D-2
OTHER COMPENSATIONS
2019-2022

<table>
<thead>
<tr>
<th></th>
<th>2019-20</th>
<th>2020-21</th>
<th>2021-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Education - requiring certification</td>
<td>$34.34</td>
<td>$34.68</td>
<td>$35.03</td>
</tr>
<tr>
<td>Adult Education - all other</td>
<td>$29.29</td>
<td>$29.58</td>
<td>$29.88</td>
</tr>
<tr>
<td>Summer School - MHS Ex. 1 class (70 mins/day)</td>
<td>$1,280</td>
<td>$1,293</td>
<td>$1,306</td>
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<tr>
<td>Curriculum Projects</td>
<td>$29.29</td>
<td>$29.58</td>
<td>$29.88</td>
</tr>
<tr>
<td>Language Translation (outside workday)</td>
<td>$29.29</td>
<td>$29.58</td>
<td>$29.88</td>
</tr>
<tr>
<td>Staff Development</td>
<td>$24.24</td>
<td>$24.48</td>
<td>$24.72</td>
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<tr>
<td>Home-bound Instruction</td>
<td>$29.29</td>
<td>$29.58</td>
<td>$29.88</td>
</tr>
<tr>
<td>Speech &amp; Lang. Path (Summer)</td>
<td>$61.61</td>
<td>$62.23</td>
<td>$62.85</td>
</tr>
<tr>
<td>Summer School - ESY</td>
<td>$41.41</td>
<td>$41.82</td>
<td>$42.24</td>
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</table>
APPENDIX E-1
HIGH DEDUCTIBLE HEALTH CARE PLAN:

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

<table>
<thead>
<tr>
<th>IN-NETWORK BENEFITS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Network Deductible:</td>
<td>$2,000* Individual, $4,000* Two or More</td>
</tr>
<tr>
<td>In Network Coinsurance</td>
<td>100%</td>
</tr>
<tr>
<td>Out-of-pocket Maximum (Incl Ded.)</td>
<td>$3,000 Individual, $6,000 Two or More</td>
</tr>
</tbody>
</table>

Preventive Services Covered at 100%, Not Subject to Deductible**
Primary Office Visit Copay Subject to deductible, then 100%
Specialist Office Visit Copay Subject to deductible, then 100%
Emergency Room Copay Subject to deductible, then 100%
Urgent Care Copay Subject to deductible, then 100%
High Cost Diagnostic Copay Subject to deductible, then 100%
Inpatient Copay Subject to deductible, then 100%
Outpatient Copay Subject to deductible, then 100%

OUT-OF-NETWORK BENEFITS $2,000* Individual, $4,000* Two or More

In Network Coinsurance 100%
Out of pocket Maximum (Incl Ded.) $4,000 Individual, $8,000 Two or More

PHARMACY BENEFITS

| Pharmacy - Retail Copay | $5 / $30 / $40 |
| Pharmacy - Mail Order Copay | $10 / $60 / $80 |
| Pharmacy Copay Maximum | Unlimited |

* Deductible is combined for in-network and out-of-network services.
** Preventive Care In-Network is covered at 100% and is not subject to the deductible.

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

This insurance matrix appendix contains a summary and description of the HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.
**Why Join CT Partnership 2.0**

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

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

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

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

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

**IN NETWORK**

<table>
<thead>
<tr>
<th>Service</th>
<th>CT Partnership Plan 2.0 w/ Health Enhancement Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Office Visit</td>
<td>$15 Co-pay</td>
</tr>
<tr>
<td>Specialist Office Visit</td>
<td>$15 Co-pay</td>
</tr>
<tr>
<td>Vision Exams (one per calendar year)</td>
<td>$15 Co-pay</td>
</tr>
<tr>
<td>Inpatient Hospital</td>
<td>$0 Co-pay</td>
</tr>
<tr>
<td>Outpatient Surgical</td>
<td>$0 Co-pay</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>$15 Co-pay (waived if admitted)</td>
</tr>
<tr>
<td>Urgent Care</td>
<td>$15 Co-pay</td>
</tr>
<tr>
<td>Walk In</td>
<td>$15 Co-pay</td>
</tr>
<tr>
<td>Lab/ X-Ray High Cost Radiological &amp; Diagnostic Tests</td>
<td>$0 Co-pay</td>
</tr>
</tbody>
</table>

**Deductible**

- Individual: $350
- Family: $550 each member ($5,400 maximum). Waived for HIP-C compliant members.

**Coinsurance**

- Not applicable

**Max out of pocket**

- $5,000 individual / $8,000 family

### PREVENTIVE SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>CT Partnership Plan 2.0 w/ Health Enhancement Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Care (Adult and Child Wellness Exams)</td>
<td>$0 Co-pay</td>
</tr>
<tr>
<td>Gynecologist Wellness</td>
<td>$0 Co-pay</td>
</tr>
<tr>
<td>Mammogram</td>
<td>$0 Co-pay</td>
</tr>
<tr>
<td>Lifetime Maximum</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

### OUT OF NETWORK

<table>
<thead>
<tr>
<th>Service</th>
<th>CT Partnership Plan 2.0 w/ Health Enhancement Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Deductible</td>
<td>$300 Individual / $900 family</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>20% of allowable UCR charges</td>
</tr>
<tr>
<td>Max Out-of-Pocket</td>
<td>$2,300 Individual / $4,000 family</td>
</tr>
<tr>
<td>Lifetime Maximum</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>
### MEDICAL BENEFIT SUMMARY

<table>
<thead>
<tr>
<th>OTHER SERVICES</th>
<th>CT Partnership Plan 2.0 w/ Health Enhancement Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>Not applicable*</td>
</tr>
<tr>
<td>Acupuncture (up to visits/year)</td>
<td>$15 Co-pay</td>
</tr>
<tr>
<td>Chiropractic</td>
<td>$0 Co-pay</td>
</tr>
<tr>
<td>Nutritional Counseling (6 visits/year)</td>
<td>$0 Co-pay</td>
</tr>
<tr>
<td>Physical/Occupational Therapy</td>
<td>$0 Co-pay</td>
</tr>
<tr>
<td>Durable Medical Equipment</td>
<td>$0 Co-pay</td>
</tr>
<tr>
<td>Routine Hearing Screening (as part of an exam)</td>
<td>$15 Co-pay</td>
</tr>
</tbody>
</table>

### PRESCRIPTION COVERAGE

<table>
<thead>
<tr>
<th>Maintenance Drugs</th>
<th>Non-Maintenance Drugs</th>
<th>PEP/CHRONIC CONDITION DRUGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generic</td>
<td>$5</td>
<td>$5</td>
</tr>
<tr>
<td>Preferred/Listed Brand Name</td>
<td>$10</td>
<td>$10</td>
</tr>
<tr>
<td>Non-Preferred/Non-Listed Brand Name</td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td>Annual Maximum</td>
<td>Unlimited</td>
<td>$2,500</td>
</tr>
<tr>
<td>Max out of pocket</td>
<td>$4,600 Individual / $9,200 Family</td>
<td>$4,600 Individual / $9,200 Family</td>
</tr>
</tbody>
</table>

**UnitedHealthcare/Oxford Contact Information**

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

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

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

Visit www.osc.ct.gov/ctpartner to search the list of network providers.
<table>
<thead>
<tr>
<th>Preventive Service</th>
<th>Birth – age 5</th>
<th>Age 6 - 17</th>
<th>Age 18 – 24</th>
<th>Age 25 – 29</th>
<th>Age 30 – 39</th>
<th>Age 40 – 49</th>
<th>Age 50+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive Visit</td>
<td>Every year</td>
<td>Every year</td>
<td>Every 3 years</td>
<td>Every 3 years</td>
<td>Every 3 years</td>
<td>Every 2 years</td>
<td>Every year</td>
</tr>
<tr>
<td>Vision Exam</td>
<td>N/A</td>
<td>N/A</td>
<td>Every 7 years</td>
<td>Every 7 years</td>
<td>Every 7 years</td>
<td>Every 4 years</td>
<td>50 - 64: Every 3 years</td>
</tr>
<tr>
<td>Dental Cleanings*</td>
<td>N/A</td>
<td>At least 1 per year</td>
<td>At least 1 per year</td>
<td>At least 1 per year</td>
<td>At least 1 per year</td>
<td>At least 1 per year</td>
<td>At least 1 per year</td>
</tr>
<tr>
<td>Cholesterol Screening</td>
<td>N/A</td>
<td>N/A</td>
<td>Every 5 years starting at 20</td>
<td>Every 5 years</td>
<td>Every 5 years</td>
<td>Every 5 years</td>
<td>Every 2 years</td>
</tr>
<tr>
<td>Breast Cancer Screening (Mammogram)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>One screening between the ages of 35 and 39. Otherwise as recommended by physician</td>
<td>As recommended by physician</td>
<td>As recommended by physician</td>
</tr>
<tr>
<td>Cervical Cancer Screening (Pap Smear)</td>
<td>N/A</td>
<td>N/A</td>
<td>Every 3 years starting at age 21</td>
<td>Every 3 years</td>
<td>Every 3 years</td>
<td>Every 3 years</td>
<td>Every 3 years to age 65</td>
</tr>
<tr>
<td>Colorectal Cancer Screening</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Colonoscopy every 10 years or Annual FIT/FOBT to age 75</td>
</tr>
</tbody>
</table>

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

As is currently the case under the State Health plan, any medical decisions will continue to be made by you and your physician.
## Cigna Dental Benefit Summary

### Middletown Public Schools - Teachers

**Dental PPO Effective 07/01/2016**

All deductibles, plan maximums, and service-specific limitations (dollars and occurrences) cross-accumulate between in- and out-of-network.

### Cigna Dental PPO

<table>
<thead>
<tr>
<th>Network</th>
<th>Total Cigna PPO</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calendar Year Maximum (Class 1, 2 &amp; 3 expenses)</td>
<td>$2000</td>
<td>$2000</td>
</tr>
<tr>
<td>Annual Deductible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>$50 per person</td>
<td>$50 per person</td>
</tr>
<tr>
<td>Family</td>
<td>$100 per family</td>
<td>$100 per family</td>
</tr>
</tbody>
</table>

### Reimbursement Levels

Based on Reduced Contracted Fees

---

### Benefits

<table>
<thead>
<tr>
<th>Class I: Preventive &amp; Diagnostic</th>
<th>Plan Pays</th>
<th>Year Pay</th>
<th>Plan Pays</th>
<th>Year Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oral Exam</td>
<td>100%</td>
<td>100%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Routine Cleanings</td>
<td>80%</td>
<td>80%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>Full Mouth X-rays</td>
<td>80%</td>
<td>80%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>Bitewing X-rays</td>
<td>80%</td>
<td>80%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>Panoramic X-ray</td>
<td>80%</td>
<td>80%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>Panoramic X-rays</td>
<td>80%</td>
<td>80%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>Fluoride Application</td>
<td>80%</td>
<td>80%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>Sedation</td>
<td>80%</td>
<td>80%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>Space Maintainers</td>
<td>80%</td>
<td>80%</td>
<td>20%</td>
<td>20%</td>
</tr>
</tbody>
</table>

### Class II: Basic Restorative

- Emergency Care to Relieve Pain
- Diagnosis Surgery
- Periodontal Scaling and Root Planing
- Denture Adjustments and Repairs
- Oral Surgery - All Except Simple Extractions
- Anesthetics
- Surgical Extractions of Impacted Teeth
- Repairs to Bridges, Crowns and Inlays
- Brushing Services

<table>
<thead>
<tr>
<th>Class III: Major Restorative</th>
<th>Plan Pays</th>
<th>Year Pay</th>
<th>Plan Pays</th>
<th>Year Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crown</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Bridge</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Inlays / Onlays</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Porcelain Over Implant</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

### Class IV: Orthodontics

- Not Covered
- 100% of your dentist’s usual fees

### Class VII: Other Services

- Fillings (Amalgams & Composites)
- Root Canal Therapy / Endodontics
- Oral Surgery - Simple Extractions
- Dentures

<table>
<thead>
<tr>
<th>Class VII: Other Services</th>
<th>Plan Pays</th>
<th>Year Pay</th>
<th>Plan Pays</th>
<th>Year Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>100%</td>
<td>0%</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

### Alternate Benefit Provision

When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna Healthcare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. Does not apply to comprehensive fittings or crowns.

### Pretreatment Review

Pre-treatment review is available on a voluntary basis when extensive dental work in excess of $300 is proposed.

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

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The Cigna Dental Oral Health Integration Program (OHIP®) is designed to provide enhanced dental coverage for customers with certain eligible medical conditions. Eligible conditions for the program include cardiovascular disease, cerebrovascular disease (stroke), diabetes, maturity, chronic kidney disease, organ transplants, and head and neck cancer radiation. The program provides 100% coverage for certain dental procedures, depending on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. For more information and to see the complete list of eligible conditions, go to www.myCigna.com or call customer service 24/7 at 1-800-CIGNA4.
Cigna Dental PPO Exclusions and Limitations

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

Benefit Exclusions
Listed below are the services or expenses which are NOT covered under your Dental Plan and which are your responsibility at the dentists' usual fees. There is no coverage for:

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

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


"Cigna," the "Tree of Life" logo and "Cigna Dental Care" are registered service marks of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company (CGLIC). Cigna Health and Life Insurance Company (CHILIC). Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries. Cigna Dental PPO plans are underwritten or administered by CGLIC or CHILIC, with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Arizona and Louisiana, the insured Dental PPO plan offered by CGLIC is known as the "CO Dental PPO." In Texas, the insured dental product is referred to as the Cigna Dental Choice Plan. Cigna Dental Care (DMO) plans are underwritten or administered by Cigna Dental Health Plan of Arizona, Inc., Cigna Dental Health of California, Inc., Cigna Dental Health of Colorado, Inc., Cigna Dental Health of Delaware, Inc., Cigna Dental Health of Florida, Inc., a Prepaid Limited Benefit Services Organization licensed under Chapter 636, Florida Statutes, Cigna Dental Health of Kansas, Inc. (Kansas and Nebraska). Cigna Dental Health of Kentucky, Inc., Cigna Dental Health of Maryland, Inc., Cigna Dental Health of Massachusetts, Inc., Cigna Dental Health of New Jersey, Inc., Cigna Dental Health of North Carolina, Inc., Cigna Dental Health of Ohio, Inc., Cigna Dental Health of Pennsylvania, Inc., Cigna Dental Health of Texas, Inc., and Cigna Dental Health of Virginia, Inc. In other states, Cigna Dental Care plans are underwritten by CGLIC, CHILIC, or Cigna HealthCare of Connecticut, Inc. and administered by Cigna Dental Health, Inc.
MEMORANDUM OF AGREEMENT

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

1. Effective July 1, 2019, instructional time will be increased by ten minutes by converting ten minutes of wrap time to instruction, leaving thirty-one minutes of non-instructional time for other duties.

2. Effective July 1, 2020, instructional time will be increased by ten minutes, with a concomitant increase in the work day to 446 minutes.

MIDDLETOWN BOARD OF EDUCATION

MIDDLETOWN FEDERATION OF TEACHERS

Its Chairperson

Its President

C. **ORDINANCE: amending the City of Middletown Code of Ordinances at Chapter 14 ("Board Committees and Commission"), Article V ("Commission on the Arts"), Section 14-22.1 ("Children's arts programs; fees") providing for a reduction or waiver of standard fees in cases of special need.**

**APPROVED

ORDINANCE No. K: review/ ordinance/ Arts fees – ORD 01-19 – 4 Feb 2019

**BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That Section 14-22.1 of the Middletown Code of Ordinances is revised as follows:**

Chapter 14. Boards, Committees and Commissions

Article V. Commission on the Arts

§ 14-22.1. Children's arts programs; fees.

A. Children's arts programs shall be available to City residents on a first-come, first-served basis. Nonresidents may participate if there is space available after resident registration.

B. There shall be children's arts activity fees to offset the costs associated with the operating of the children's arts programs. Said fees shall be in accordance with the following schedule as set by the Common Council annually at its regular meeting in December: [Amended 5-1-2006 by Ord. No. 10-06; 5-4-2009 by Ord. No. 16-09[1]]

(1) Standard rate per program session:

(a) First child: 100% of standard rate.

(b) Second child: 60% of standard rate.

(c) Each additional child: 40% of standard rate.

(2) In cases of special need the standard fees may be reduced or waived as follows:

(a) Households in receipt of Temporary Family Assistance ("TFA") and/or those included on the Direct Certification ("DC") list receiving benefits under the State of Connecticut guidelines: no cost. Parents or guardians must supply a copy of their verification of benefits supplied by the Department of Social Services to qualify ("DSS"), receiving a State of Connecticut cash benefit or which qualify for free school luncher under State of Connecticut guidelines: no cost. Parents or guardians must supply a copy of their CT Department of Social Services budget sheet (Food Stamp Financial Eligibility Sheet [FSFI]) and/or No Cash Assistance Financial Eligibility Sheet (CAFS); or a copy of the Middletown Public Schools Free or Reduced Price Meal form.

(b) Households in receipt of Supplemental Nutritional Assistance Program ("SNAP") benefits under the State of Connecticut guidelines: flat rate per household as set by the Common Council at its regular meeting in December. Parents or guardians must supply a copy of their verification of benefits supplied by DSS to qualify; Fast food, receiving benefits under the State of Connecticut guidelines: no cost. Parents or guardians must supply a copy of their verification of benefits supplied by DSS to qualify for SNAP household under State of Connecticut guidelines.

(c) Reduced rate: families with an income level exceeding the State of Connecticut's reduced lunch rate but do not fall within the above categories. Parents or guardians must supply a copy of their verification of benefits supplied by DSS to qualify; Fast food, receiving benefits under the State of Connecticut guidelines: no cost. Parents or guardians must supply a copy of their verification of benefits supplied by DSS to qualify for SNAP household under State of Connecticut guidelines.


(d) The City will also take into consideration any special or extraordinary financial circumstances affecting an applicant's ability to pay when processing an application submitted under this section. The Middletown Commission on the Arts is authorized to reduce the rate for program participation in situations which it deems appropriate.

(3) Nonresident rate:

(a) Double the first child standard rate for each child enrolled.

Councilman Gerald Daley moves to approve the proposed ordinance. Councilman Philip Pessina seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is approved.
D. Approving fee structure for use of the City’s synthetic ice rink

APPROVED

RESOLUTION No. 06-19; K: review/ resolution. Rink fees RES 06-19 – 4 feb2019

WHEREAS, the Recreation and Community Services Commission is responsible for recommending rates for recreational use, it brings forth rates for the synthetic ice rink;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:

That the following rates are hereby approved:

<table>
<thead>
<tr>
<th>Category</th>
<th>Adult Fees</th>
<th>Child Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middletown Residents</td>
<td>$5/adults</td>
<td>$3/kids</td>
</tr>
<tr>
<td>Non-residents</td>
<td>$8/adults</td>
<td>$3/kids</td>
</tr>
<tr>
<td>Resident Family Pass</td>
<td>$25</td>
<td></td>
</tr>
<tr>
<td>Resident Individual Pass</td>
<td>$15</td>
<td></td>
</tr>
<tr>
<td>Resident Senior 60+</td>
<td>Free</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Family Pass</td>
<td>$50</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Individual Pass</td>
<td>$30</td>
<td></td>
</tr>
<tr>
<td>Non-Resident Senior 60+</td>
<td>$15</td>
<td></td>
</tr>
</tbody>
</table>

Rink Rental: $125/hour (This rate includes one staff person. Any additional staff will be charged at $15 per hour.)

For groups of 15 or more during operational hours: $4/person all inclusive.

The Director has the ability to waive fees for Middletown non-profits or school groups, however, those groups may need to pay staffing costs if the event is outside the standard operating hours.

Financial Impact: Revenue received as a result of this Resolution will be used to support the operation of the rink.

Councilman Sebastian Giuliano moves to approve the proposed ordinance. Councilman Philip Pessina seconds the motion.

The Chair calls on Councilman Eugene Nocera.

Councilman Eugene Nocera expresses his thanks, as he did during Questions to Directors earlier this evening, to Councilman Philip Pessina and Councilwoman Mary Bartolotta for moving quickly to get this resolution on the agenda for approval tonight. He asks that we look at future policy for veterans and military, who are coming to the rink with their families.

There being no further discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 10 to 0. The motion is approved.

15. Mayor’s Appointments

The Chair offers the following appointments:

- **School Readiness Council:**
  - Amy Clarke: Director of Pupil Services & Special Education -- appoint as McKinney Vento representative, filling seat formerly held by Ann Perzan, who resigned December 2017

- **Transit District:**
  - Joseph Samolis (D): appoint as regular member to fill balance of four (4) year term to November 30, 2019 seat formerly held by James Dunn (D), who resigned January 2019

- **Russell Library Board of Trustees:**
  - Jennifer Hadley (D): reappoint as regular member to three (3) year term to May 31, 2021
  - A. Stephen Nelson (D): reappoint as regular member to three (3) year term to May 31, 2021

- **Human Relations Commission:**
  - Precious Price (U): appoint as regular member to fill balance of three (3) year term to January 31, 2020, seat formerly held by Ruben Walton, who resigned January 2019

Councilman Sebastian Giuliano moves to approve. Councilman Philip Pessina seconds the motion. There being no discussion, the Chair calls for the vote. The vote is 10 aye votes. The Chair states that the vote is unanimous by a vote of 10 to 0. The motion is approved with 10 affirmative votes.

16. Meeting Adjourned
The Chair states that he will entertain a motion to adjourn. Councilman Robert Blanchard moves to adjourn. Councilman Grady Faulkner, Jr. seconds the motion.

There being no further discussion, the Chair calls for the vote. It is approved unanimously by a vote of 10 to 0. The Chair states the matter passes with 10 affirmative votes.

The meeting is adjourned at 7:55 PM

ATTEST:

LINDA S.K. REED,
COMMON COUNCIL CLERK

K: review/minutes/ 19 February 04 -- regular meeting February 4, 2019