

A G R E E M E N T

between the

MERIDEN BOARD OF EDUCATION

and the

MERIDEN FEDERATION OF TEACHERS

September 1, 2012 -- August 31, 2015

Meriden, Connecticut

AGREEMENT

between the

MERIDEN BOARD OF EDUCATION

and the

MERIDEN FEDERATION OF TEACHERS

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THIS AGREEMENT MADE AND ENTERED INTO by and between the MERIDEN BOARD OF EDUCATION (hereinafter referred to as the "Board") and the MERIDEN FEDERATION OF TEACHERS (hereinafter referred to as the "Federation").

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MEMORANDUM OF UNDERSTANDING.....45

ARTICLE I **Recognition**

- 1.1 The Board recognizes the Federation for the purpose of professional negotiations, as the exclusive representative, pursuant to §10-153f of the Connecticut General Statutes, as amended, of all those certified professional employees of the Board of Education in the "teachers' unit" as defined by §10-153b(a), including persons who hold a durational shortage area permit.
- 1.2 The Federation accepts such recognition and agrees to represent equally all teachers without regard to membership or participation in the activities of the Federation and to admit teachers to membership without qualification other than payment of Federation dues and employment in the Meriden School System.
- 1.3 The Federation recognizes the right of the Board to consult with all segments of the professional staff.
- 1.4 Despite reference herein to the Board, Superintendent and the Federation as such, each reserves the right to act hereunder by committee, individual member or designated representative.
- 1.5 Nothing in this agreement shall in any way limit or contravene the authority of Federal, State or Local governmental agencies.
- 1.6 The term "Board of Education" or "Board," as used in this Agreement, shall mean the Board or its designee. The term "Superintendent of Schools" or "Superintendent," as used in this Agreement, shall mean the Superintendent or his or her designee.

ARTICLE II **Professional Negotiation**

- 2.1 This Agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiation, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.
- 2.2 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III **Recognition Of Responsibility Of The Board**

- 3.1 The Board shall exercise the statutory responsibilities, obligations and prerogatives necessary for the proper operation and management of the Meriden School System, and determination of salaries, hours and all 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.
- 3.2 The responsibilities, obligations and prerogatives of the Board shall not be exercised in such manner as to be inconsistent with the specific terms and provisions of this Agreement. 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 IV **Grievance Procedure**

4.1 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.

4.2 DEFINITIONS

- (a) A grievance shall mean:
 - (i) a complaint by a teacher or a group of teachers that as to him, her or them, there has been a violation of a specific provision or provisions of this Agreement, to the detriment of the teacher or teachers involved; or
 - (ii) a complaint by an individual teacher that there has been a procedural violation of the evaluation plan, provided that a type ii grievance shall proceed to the Superintendent's level only. Nothing in this paragraph shall modify the parties current practice regarding the informal resolution of substantive questions regarding a teacher's evaluation.
- (b) The term teacher as used in this grievance procedure, except as otherwise indicated, shall mean any certificated employee within the bargaining unit, or any individual on the recall list, covered by this Agreement.
- (c) An aggrieved person is a person or persons making the complaint.
- (d) The term days shall mean weekdays excluding holidays. An effort will be made by both parties to expedite grievances that arise immediately before or during the summer recess.

4.3 PROCEDURE

- (a) Since it is important that grievances or disputes 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 limit specified may, however, be extended by mutual agreement.
- (b) In the event a grievance is filed on or after June 1, the time limits set forth herein should 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.

LEVEL ONE: Principal or Immediate Supervisor

- (a) A member of the unit with a grievance or dispute shall first discuss it with the immediate supervisor or principal, either directly or through the Federation's representative, with the objective of resolving the matter informally. In the event that the teacher is not satisfied, the teacher shall submit the grievance in writing to such supervisor or principal. The written statement of the grievance shall contain a statement of the facts, the remedy requested and a reference to that provision of this Agreement, if any, which the aggrieved person claims has been violated.
- (b) If a member of the unit has not filed a written grievance with the immediate supervisor or principal within ten (10) 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.

LEVEL TWO: Superintendent of Schools

- (a) In the event that such aggrieved member of the unit is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within five (5) school days after presentation of the grievance in writing, the teacher may appeal the grievance to the Superintendent of schools, within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented in writing to the immediate supervisor or principal, whichever is sooner.
- (b) The Superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it.

LEVEL THREE: Board of Education

- (a) In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Two, or in the event no decision has been rendered within five (5) school days after the teacher has first met with the Superintendent, the teacher may file a written grievance, indicating such dissatisfaction with the Board within five (5) school days after a decision by the Superintendent, or ten (10) school days after the teacher has first met with the Superintendent, whichever is sooner. After receiving the written grievance, the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance no later than the second regularly scheduled Board meeting after receipt of grievance by the Board, or at such other time as the Board might designate within the above time limit.

LEVEL FOUR: Binding Arbitration

- (a) In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Three, or in the event no decision has been rendered within five (5) school days after the teacher has met with the Board of Education, the Federation may request that such dispute be referred to the American Arbitration Association for arbitration

in accordance with its administrative procedures, practices, and rules. Only the Federation shall have the right to submit a grievance to arbitration.

- (b) Submission of the grievance to the American Arbitration Association must be made not later than twenty (20) school days following the decision of the Board of Education or twenty-five (25) school days after the meeting with the Board, whichever shall occur first.
- (c) The decision of the arbitrator shall be final and binding upon all parties.
- (d) The fees and expenses of the arbitrator shall be divided equally between the Board and the Federation.
- (e) The arbitrator shall have no authority to add to, modify, or amend any terms of this Agreement.

4.4 RIGHTS OF TEACHERS TO REPRESENTATION

- (a) No reprisals of any kind shall be taken against anyone because of participation in the grievance procedure.
- (b) The grievant may only be represented by a Federation Representative in the grievance procedure. The Federation shall have the right to be present and to state its views at all stages of the grievance procedure.
- (c) If, in the judgment of the President of the Federation, a grievance affects a group or class of members of the unit, the President may submit such grievance in writing to the Superintendent directly and the processing of such grievance, shall be commenced at Level Two within ten (10) school days after the Federation knew or should have known of the act or condition on which the grievance is based.
- (d) Decisions rendered at all levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall promptly be transmitted to all parties in interest and to the President of the Federation.
- (e) Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved. The time limits specified may be extended in any particular instance by agreement in writing between the Superintendent and the Federation and/or the aggrieved person.

4.5 MISCELLANEOUS

- (a) Any decision, course of conduct or other action which becomes the subject of a grievance shall not be stayed pending the processing of the grievance except with the written consent of the Superintendent or the Board. A decision at any level of the procedure in favor of the

aggrieved person, however, may provide appropriate remedy for the period during which the grievance was suffered.

- (b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- (c) Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Persons proper to be present for the purpose of this section are defined as an aggrieved teacher or teachers, their representative and witnesses.

ARTICLE V

Federation Rights

- 5.1 Each party agrees, upon a reasonable and timely request, to exchange all information in its possession, except privileged information, necessary for the purpose of contract administration and collective bargaining. In addition, the Board agrees to furnish the Federation in response to reasonable requests the following information when such is available: regular Board minutes, annual financial report, proposed budget, approved budget, yearly census report, group teacher health insurance rates and premiums, and names and addresses of all teachers.
- 5.2 The Federation shall be accorded the use of building mail facilities and inter-school mail privileges for the express purpose of distribution of the organization's communications.
- 5.3 The Federation shall have the use of bulletin board space at an accessible place in each school building for Federation notices. Copies of such notices shall be given to the Principal and to the Superintendent.
- 5.4 Upon forty-eight (48) hours prior notice, up to five (5) non-cumulative days per school year, without loss of pay, shall be granted by the Board to be used by the Federation at its discretion for the purpose of carrying out general Federation business.
- 5.5 The Superintendent or his/her designee, in consultation with the building principal, shall consult with the Federation prior to establishing the schedule of the Federation President each year to discuss an appropriate release time schedule for Federation business. In any event, the Federation President shall be excused from duties.

ARTICLE VI

Salaries

- 6.1 The salaries and duration of contract of all persons covered by this Agreement are set forth in Appendix "A", which is attached hereto and made a part of this Agreement. Newly hired teachers without previous relevant experience shall be placed on Step 1 of the applicable salary schedule.

Newly hired teachers with experience gained while teaching in a position requiring state certification (not limited to Connecticut) may be credited with such experience and may be placed up to the salary step on which incumbent teachers are placed with similar Meriden teaching experience. Newly hired teachers with experience gained while teaching in a position not requiring state certification (not limited to Connecticut) or, at the discretion of the Superintendent, relevant non-teaching experience may be credited with experience and shall be placed on the step on which incumbent teachers are placed with Meriden experience. Newly hired teachers may be credited with all three (3) types of experience in accordance with these provisions. In no instance shall a newly hired teacher be placed on a step higher than that on which incumbent teachers are placed with similar Meriden experience. For the purpose of this section, "teaching experience" shall be defined broadly to include guidance counseling, social work, psychological work, and other activities performed by non-classroom teachers.

6.2 Teachers who have completed at least ninety (90) days of service during the school year and whose performance is satisfactory shall be advanced one step on the appropriate salary schedule at the beginning of the next school year in years in which step movement is granted.

6.3 Adjustments in the salary of a teacher who attains a higher degree status will be made effective September 1 or February 1. Notification including appropriate transcripts or other satisfactory evidence must be submitted to the Superintendent's office on or before the effective date.

6.4 PAYROLL SCHEDULES

(a) Salary checks will be issued through direct deposit on a bi-weekly basis with the first check issued on the first or second Thursday after school commences whichever would provide for the least disruption of time from the last check of the previous contract year.

(b) Salaries shall represent compensation for a full calendar year of employment, extending from September 1st to August 31st.

6.5 ACCEPTANCE OF EMPLOYMENT

At the solicitation of the Superintendent, teachers shall be requested to indicate their intent to serve in the school system for the following school year. Teachers shall respond in the manner requested within fifteen (15) days.

6.6 TERMINATION OF SERVICE

A teacher who terminates his/her services to the Board prior to the end of the school year shall be paid only for the number of days of employment at a per diem rate of pay. Except in cases in which termination is due to documented medical reasons, such teacher shall provide thirty calendar days written notification of any termination of employment. Failure to provide such notification shall be considered a breach of the teacher's individual contract of employment with the Board of Education, and shall subject the teacher to liquidated damages of \$2,000, payable to the Board of Education at the time of breach.

6.7 DEGREE STATUS

- (a) All members of the professional staff employed in positions requiring teaching or special services certificate shall be paid in accordance with the schedules noted below. In each of the following categories, additional study in order to be credited for advancement on the salary schedule must be completed in a planned program at a regionally accredited institution of higher learning. The program must have been approved by the proper authorities of that institution or the Board, acting through the Superintendent.
- (1) Those who possess a Baccalaureate Degree shall be paid in accordance with the "Bachelors" schedule.
 - (2) All those who have completed at least thirty (30) semester hours of graduate study beyond the Baccalaureate Degree or possess a Master's Degree shall be paid in accordance with the "Bachelor's +30 or Master's" schedule. Effective July 1, 2012, no teacher shall be placed on the "Bachelor's + 30 or Master's" schedule unless he or she has a Master's Degree from a regionally-accredited institution of higher learning. The requirement for a Master's Degree shall be waived for up to five (5) years for persons who have commenced an approved planned program prior to July 1, 2012. Such work must be in a field in which the individual is teaching or in an area relevant to the needs of the Meriden Public Schools.
 - (3) All those who have completed at least thirty (30) semester hours of approved study beyond the Master's Degree, or who have a sixth year certificate, or two (2) Master's Degrees shall be paid in accordance with the "Sixth Year" schedule. Effective July 1, 2012, no teacher shall be placed on the "Sixth Year" schedule unless he or she has a sixth year certificate or a second Master's Degree from a regionally-accredited institution of higher learning. The requirement for a sixth year certificate or a second Master's Degree shall be waived for up to five (5) years for persons who have commenced an approved planned program prior to July 1, 2012. The teacher must receive credit for the thirty (30) semester hours of approved study after the earning of a Master's Degree to be placed on the "Sixth Year" schedule. Such work must be in a field in which the individual is teaching or in an area relevant to the needs of the Meriden Public Schools.
 - (4) All those who have completed the requirements for a Doctoral Degree (Ph.D. or Ed.D.) shall be paid in accordance with the "Doctoral" schedule. The degree must be in the field in which the individual is teaching or in an area relevant to the needs of the Meriden Public Schools.

ARTICLE VII **Contract Amendments**

- 7.1 If a proposal is initiated by either party, it shall be submitted in writing to the other party with a request for a meeting to discuss the proposal, which meeting shall be held within thirty (30) days. If as a result of this meeting or subsequent meetings, arranged to the mutual satisfaction of the parties,

agreement is reached on the proposal, it shall be presented to both parties for ratification. Upon ratification, it shall become an addendum to this contract. Nothing in this section shall be deemed to require the commencement of mid-stream negotiations under §10-153a, et seq., of the Connecticut General Statutes.

ARTICLE VIII
Dues Deductions

- 8.1 The Board agrees to deduct from the salary of any teacher the dues for the Meriden Federation of Teachers, Local No. 1478, as said teachers individually and voluntarily authorize the Board to deduct dues and to transmit the monies promptly to the Treasurer of the Meriden Federation of Teachers. Teacher authorization shall be in writing in the form set forth below:

MERIDEN FEDERATION OF TEACHERS

AFL-CIO Local No. 1478

20__-20__

"DUES DEDUCTION CONSENT FORM"

I hereby authorize the Meriden Board of Education to deduct from my salary the amount of the current dues which will be paid to the Meriden Federation of Teachers in equal installments during the school membership year for the payment of dues.

Date: _____

School Now Teaching At: _____

Signature: _____

Please Circle One: Continual Basis Annual Basis

- 8.2 The Meriden Federation of Teachers shall certify annually to the Board in writing the current rate of membership dues.
- 8.3 Deductions referred to in Section 8.1 shall be made in equal installments. The Board shall not be required to honor any deduction when any authorizations are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- 8.4 No later than October 30th of each year, the Board shall provide the Federation with a list of those employees who have voluntarily authorized the Board to deduct dues. Any teacher desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board and the Federation, in writing, at least one (1) month before the effective date of termination of dues deductions.
- 8.5 The Board and the Federation agree to the principle that any teacher may join any teacher organization and upon written authorization may have his/her dues deducted for said organization.

- 8.6 The Federation shall indemnify the Board and hold it harmless with respect to all aspects of administering Meriden Federation of Teachers dues deductions permitted or requested by the provisions of this Article.
- 8.7 All employees shall, as a condition of continued employment, join the Federation or pay to the Federation an agency fee for expenses incurred by the Federation or to be incurred by the Federation for collective bargaining, contract administration, and grievance representation. During the pendency of any hearing or appeal from any hearing with respect to agency fee, the objecting non-member shall not be required to pay the agency fee and it shall not be deducted from his salary.
- 8.8 The Board agrees to deduct service representation fees, as certified by the President of the Federation, from the salaries of all employees covered by this Agreement, except objecting employees during the period of objection as noted above. Such deductions shall be made in equal installments. The Board shall transmit the monies promptly to the Treasurer of the Meriden Federation of Teachers.
- 8.9 HOLD HARMLESS PROVISION
- The Federation shall indemnify the Board and hold it harmless with respect to all aspects of administering the service representation fee deduction permitted by the provisions of this Article.
- 8.10 The Board of Education agrees to deduct from the salary of any teacher an amount voluntarily designated by the teacher for the "Dollars-for Scholars" program pursuant to a written wage deduction authorization. The teacher shall inform the Board of the amount to be deducted from his/her pay, and such deduction shall be promptly transmitted to the savings account of the "Dollars-for-Scholars" program maintained at the Meriden Connecticut School Employees' Federal Credit Union. The Federation shall indemnify the Board and hold it harmless with respect to all aspects of administering this payroll deduction.

ARTICLE IX **Teacher Welfare Provisions**

9.1 SICK LEAVE

- (a) Regular full-time school employees shall be granted leave for personal illness with full pay for fifteen (15) days in each school year. Three (3) days of an employee's fifteen (15) sick days may be used for family sick days. If these days are not used they will still accumulate according to the following provisions. For employees hired before September 1, 1989, unused sick leave shall be accumulated as long as the teacher remains in the service of the Meriden Board of Education. For employees hired on or after September 1, 1989, unused sick leave shall be accumulated from year to year to a maximum of one hundred seventy-five (175) days. All post-1989 employees, who have accumulated the maximum one hundred seventy-five (175) days, shall be entitled to fifteen (15) additional days each school year thereafter, with the additional fifteen (15) days not being accumulated beyond the one hundred seventy-five (175) day maximum. Employees shall be allowed to petition the Board for pay in extension of this unused sick leave accumulation.
- (b) Upon their return to work after five (5) or more consecutive days of absence for illness,

teachers shall be required to submit to their immediate supervisor a medical statement of their fitness for work. 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. The Board reserves the right to require a second opinion at its own cost.

- (c) Each teacher shall be notified by the Board on or before October 1st of each school year of his/her total number of accumulated days of sick leave as of the opening of school as of that year.
- (d) If the Superintendent has probable cause (based on reliable information and/or knowledge) to believe that an employee is abusing sick leave, the Superintendent may require the employee to obtain a certificate from a physician substantiating the nature and extent of illness.

9.2 LEAVE OF ABSENCE

- (a) After written application and on the recommendation of the Superintendent, approved by the Board, a teacher may be granted a leave of absence without pay for a definite period.
- (b) Application for leave shall be made in writing to the immediate supervisor at least forty-eight (48) hours before taking such leave (except in cases of emergencies) and such leave may be granted, except in cases of extreme hardship or disability to the school system, on the basis of the application.
- (c) Pay deductions for leaves of absence shall be pro-rated on the number of scheduled work days on the school calendar.
- (d) Any teacher on authorized, unpaid leave of ninety (90) school days or more pursuant to this Contract or any teacher on lay-off of ninety (90) school days or more pursuant to Article 16 of this Contract, shall not accrue seniority or benefits during such leave or lay-off. Upon return from such leave or lay-off, such teacher shall be entitled to the reinstatement of seniority and benefits accrued at the time of leave.
- (e) During the course of an unpaid leave granted for medical reasons, the Superintendent of Schools may periodically require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and either the nature of the illness or disability or the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a Board appointed physician to verify this information at no cost to the employee.

9.3 MILITARY LEAVE

- (a) Any member of the unit who may be called into military service will be given a leave of absence without pay, except as hereinafter specified, and the position protected as by law provided, and salary increments maintained during this period of involuntary military service. During the period of the original term of military service, the Board of Education will pay to the State Teachers' Retirement Board the amount due to maintain the standing of said selectee as a member of the State Teachers' Retirement Board, provided that:

- (1) Teachers' Retirement assessment will not be paid by the Board of Education where the salary and allowances received while in service equals or exceeds the salary which the employee on leave would have received as a teacher.
- (2) Employees on military leave must make application for reinstatement within thirty (30) days after termination of services with the military forces.
- (3) Reinstatements shall be conditional upon honorable discharge and State Certification requirements at the time and the presentation of evidence of physical fitness and state of health as determined by the school physician.
- (4) Reinstatement will be made so as not to interrupt the services or violate contracts or agreements with substitutes engaged because of leaves of absence so granted.

9.4 PARENTHOOD LEAVE

(a) Pregnancy and Childbirth Leave

- (1) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)
- (2) A teacher who becomes sick or disabled due to pregnancy shall be entitled to use accumulated sick leave for any such period of sickness or disability. Any teacher who becomes pregnant shall so notify the Superintendent, or designee, at least one (1) month prior to the expected date of commencement of said sick leave. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery. Any teacher who becomes pregnant shall adhere to the notification and reporting procedures as stipulated for as long as she remains teaching, whether or not she intends to return to teaching after her child is born. Upon her return the teacher shall be assigned to her former or an equivalent position.
- (3) Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

(b) Childrearing Leave

- (1) Any certified professional employee shall be granted upon written request submitted to the Superintendent of Schools, an extended leave without pay, or benefits, for

purposes of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be granted such leave for any school year, or reasonably requested portion thereof, in which the child is born, adopted, or fostered. Childrearing may be extended at the discretion of the Board for an additional year and, in exceptional cases, from year to year to a maximum of five (5) years. Notwithstanding the foregoing, all childrearing leave must terminate at the beginning of the academic year or at the beginning of the third marking period. Upon return, a teacher shall be assigned to his or her former position or an equivalent position at the discretion of the Superintendent, subject to the Reduction In Force article (Article XVI) in this Contract. An employee who has taken such leave, but who worked at least ninety school days in a school year shall be credited for a full year for step advancement and seniority. For tenure, CGS §10-151 shall govern.

- (2) Requests for childrearing leave must be made in writing at least sixty (60) days prior to its commencement.
- (3) Any person employed by the Board of Education to fill the position of any certified professional employee on leave shall be notified in writing by the Superintendent of Schools at the time of employment that said person's contract shall terminate upon the return to active service of the employee on leave whose position is being temporarily filled.

9.5 AUTHORIZED DAYS

- (a) A teacher may be absent for personal reasons up to three (3) days each year with no loss of pay, except for the day preceding or following a vacation or holiday. Such leave shall be provided only for pressing personal business that cannot be reasonably conducted outside school hours. Absences for vacations shall not be authorized as personal days. Except in cases of emergency, requests must be submitted in writing to the principal not less than two (2) days in advance. Each day shall be strictly personal and shall be granted by the system.
- (b) In unusual circumstances, the Superintendent may waive the limiting provisions of this section.
- (c) A teacher may be absent with full pay up to five (5) consecutive school days to prepare for and attend the funeral on each occasion of the death of a member of his/her immediate family (father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law). In the event of the death of a teacher's grandparent, a teacher may be absent up to two (2) consecutive school days to prepare for and attend the funeral. Where the deceased is not a member of the immediate family but unusual circumstances require the teacher to be absent, the Superintendent may approve such absence under this section.
- (d) A teacher, with approval of his/her principal and the Superintendent, may be absent with full pay for a total of not more than three (3) days in any school year for professional improvement. Additional days of absence for professional improvement, but without pay, may be granted by the Superintendent. Written reports of such absences may be required.

In general, no teacher shall be granted leave of absence with pay immediately before or after a vacation, nor shall a leave of absence where the principal object is travel be granted with or without pay for periods of less than one (1) month. Teachers must secure approval for professional days prior to committing themselves to attendance at conferences, workshops and/or seminars. The Board shall pay reasonable expenses, registration fees, meals, lodging, and transportation incurred by teachers visiting other schools and/or attending conferences, institutes, meetings, workshops and seminars at the discretion of the Superintendent or designated representative.

9.6 INSURANCE

The Meriden Board of Education makes available insurance benefits as set forth in Appendix "E".

9.7 RETIREMENT PAY

- (a) Members of the professional staff who have completed at least twenty (20) years of service as a certified employee to the Meriden Public School System and have qualified for retirement benefits according to the Connecticut State Teachers Retirement Act shall receive a retirement pay equivalent to twenty percent (20%) of their unused accumulated sick leave to a limit of 250 days in one sum at the time of their retirement. Each teacher shall be permitted to accumulate a maximum of 250 sick days for this purpose, regardless of his or her maximum accumulation for any other purpose.
- (b) To qualify for this retirement pay, a member of the professional staff must notify the Superintendent, in writing, of his/her intention to retire at least one (1) year in advance of the actual date of retirement. Exceptions may be made by the Superintendent.
- (c) In lieu of Paragraph (a) above, the teacher may elect a one-time payment of \$16,354.00 to be paid either during the first fifteen (15) calendar days after the July 1 following retirement or during the first fifteen (15) calendar days after January 1st of the following year, as determined by the written election of the teacher. The granting of this benefit shall be subject to the conditions set forth in subparagraphs (a) and (b), above.
- (d) If the payment has not been made prior to the teacher's death, it shall be paid to the teacher's estate.
- (e) Benefits under this section shall be available only once to an individual teacher.

9.8 NOTICE OF INTENT TO RETURN

An employee intending to return from a paid or unpaid leave at the commencement of an academic year shall file a notice of such intention with the Superintendent of Schools on or by March 1st, preceding the scheduled date of return. Employees required to return on a date other than at the commencement of an academic year shall file a notice of intent to return by or on the date established by the Board at the commencement of the leave. Subject to the provisions below, an employee who fails to file a notice of intent to return shall be deemed to have resigned from the

employ of the Board. If an employee fails to file a notice of intent to return by the required date, the Superintendent shall immediately notify the employee, by certified mail sent to the employee's last known address, that he/she is deemed to have resigned from the employ of the Board on the notice of return date unless the employee responds that continued employment is desired within five (5) days from the date on which the Superintendent's notice is received or returned to the Board's office.

9.9 WORKERS' COMPENSATION

Teachers who are out of work due to an illness or injury covered pursuant to the Workers' Compensation Act shall be paid in accordance with applicable law.

ARTICLE X **Working Conditions**

10.1 GENERAL

The Board and the Federation 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 regularly scheduled class hours, but that teachers are entitled to reasonable regular time and work schedules as established by the school administration.

10.2 AFTER SCHOOL MEETINGS AND EXTRACURRICULAR DUTIES

- (a) Teachers shall attend all meetings called by the Superintendent, their principal, or a supervisor. Teachers shall be excused for reasons which are acceptable for absence from their regular duties. Teachers shall perform the necessary duties in connection with the supervision of pupils during and after school hours as may be assigned to them by the principal. Such assignments shall be made on an equitable basis. Elementary school teachers shall not be required to report more than ten (10) minutes before the beginning of the student school day unless they have an assigned duty which will require them to report no more than one-half (1/2) hour before the beginning of the student day for such supervisory duties, except in cases of emergency. High school and middle school teachers shall not be required to report more than fifteen (15) minutes prior to the start of homeroom period except in cases of emergency. Teachers are expected to remain a reasonable time after school to give pupils special help, to confer with parents, to assist the principal and to be available for consultation with pupils. Teachers, except elementary teachers who shall remain twenty-five (25) minutes, shall remain thirty-five (35) minutes after school for the above-noted reasons.
- (b) The Board agrees that meetings shall be scheduled to end no later than one (1) hour after their beginning or 4:20 p.m., whichever is earlier, except for In-Service Programs, which shall have no duration limit but shall end no later than 5:00 p.m.
- (c) Teachers shall receive a minimum of forty-eight (48) hours advance notice for unscheduled meetings unless an actual emergency exists.

- (d) **Extracurricular Activities**
 - (1) Teachers who participate in extracurricular activities which require an unusual amount of personal time for their success shall be compensated in accordance with the scale found in Appendix "B".
 - (2) The Board and the Federation agree that individual schools shall play a major role in determining which Appendix B extracurricular activities shall be offered in each school. To that end, the Board and the Federation shall maintain a flexible program for club programs only (Appendix B – Salary Differentials For Extra-Curricular Activities) that will allow the individual schools to determine and implement their extracurricular club needs for each school year. An individual school's participation in this program shall be voluntary in nature and shall be subject to reasonable rules. When stipends are set at a particular school, the school administration shall notify the Central Office and the Federation, and the Federation reserves the right to file a grievance to review whether specific stipend(s) are reasonable.
- (e) Section 10-235 of the Connecticut General Statutes is attached as Appendix "F" for information purposes only.
- (f) Itinerant teachers shall not be required to perform more duty time than non-itinerant teachers in the schools they service. Such teachers shall attend meetings at the end of the day at the school to which they are assigned that day. The Superintendent or designee shall make reasonable effort to assign such teachers to their home school on Thursday afternoons.

10.3 LUNCH PERIOD

- (a) The Board and the Federation agree that teachers shall be provided with an uninterrupted, duty-free lunch period of at least thirty (30) minutes.
- (b) No elementary teacher (except Special Area Teachers (art, music, P.E. M.L.T., Reading) and I.A.'s) shall be required to perform duties relating to the supervision of students during the school lunch period.
- (c) Middle and high school principals shall assign teachers to their lunch period and supervisory duties for pupil lunch periods in order to provide adequate control of pupils at all times.

10.4 RELEASED TIME

- (a) The Board agrees that whenever possible released time shall be provided for workshops and in-service programs.
- (b) The Board agrees that some released time may be provided for elementary conferences. Elementary teachers and their principals will agree on a recommended schedule to be submitted to the Superintendent for approval.

10.5 TEACHER ASSIGNMENTS AND TRANSFERS

- (a) The assignment and transfer of teachers is the responsibility of the Superintendent, who will make reasonable effort to satisfy the reasonable requests and desires of teachers concerned.
- (b) Teachers already in the system shall receive notification of their programs and assignments for the ensuing school year prior to the close of the current school year. In the event of a change in pertinent circumstances or conditions, teaching assignments may be changed only as required thereby with prompt notice in writing to the teacher. No change in assignments may be made within twenty (20) days prior to the commencement of an academic year, except for reasonable cause.
- (c) Where possible, changes in grade assignments in elementary schools, changes in subject assignment in secondary schools, and transfers between schools will be voluntary.
- (d) If teachers are to be transferred involuntarily due to elimination of positions in a school building, the Board will give priority to the instructional requirements of the school system and thereafter to system-wide seniority (in the building or department, as appropriate) and qualifications of the teachers involved in the transfers for the positions. Seniority shall mean "least senior" only; that is, a teacher may displace the least senior teacher in a building or department only, after all of the above noted conditions are satisfied. If teachers are to be transferred for reasons other than elimination of positions in a school building, the Board shall first consult with the Federation, and any such transfer shall be only for reasonable cause. Involuntary transfers will be made only after a meeting between the teacher concerned and the Superintendent or designee, at which time the teacher will be notified of the reasons for the transfer.
- (e) Each certified teaching position will be posted internally, on the Meriden Board of Education's online application system, for a period of five (5) workdays and may be posted externally at the same time. A photocopy of the internal job posting will also be posted in each school.
- (f) Only internal candidates are eligible to apply to internal job postings for teaching positions. Internal candidates are defined as full-time or part-time contracted teachers and do not include short-term or long-term substitute teachers, or teachers working under a one-year long-term substitute teaching employment contract or under a durational shortage area permit.
- (g) All internal candidates for each internal job posting will be offered an interview.
- (h) Internal candidates must hold a valid Connecticut teaching certificate, with the appropriate subject area(s) and grade level(s) cross-endorsement(s), and must provide evidence of appropriate certification at the time of the interview.
- (i) If two or more internal candidates apply to a specific internal job posting and if the internal candidates are 1) appropriately certified, 2) on the Professional Growth cycle of the Professional Evaluation Plan, and 3) remain interested in the position following the

interview, the principal or supervisor will select a candidate from the qualified internal applicants.

- (j) If only one internal candidate applies to a specific internal job posting, the applicant will be interviewed, but the position will also be posted externally and the principal or supervisor will select a candidate from the qualified applicants as he/she sees fit from within or without the school system.
- (k) If no internal candidates apply to a specific internal job posting, the principal or supervisor will select a candidate from the qualified applicants as he/she sees fit from within or without the school system.
- (l) If a Meriden Board of Education contracted teacher applies to an external job posting, he/she will be considered to be an external candidate, and the Superintendent shall fill the vacancy as he/she sees fit from within or without the school system.
- (m) When a teaching vacancy occurs on or after August 1 and through the end of the school year, the position will be posted internally following the same process described above. However, to avoid a "domino effect," if an internal candidate is selected to fill the vacancy, the resulting teaching vacancy will only be posted externally and the Superintendent shall fill the vacancy as he/she sees fit from within or without the school system.
- (n) Due to the shortage of qualified candidates for many of the high school level subject areas, high school vacancies will be posted as soon as possible after student enrollment information becomes available. Each high school vacancy will be posted internally, and will follow the same process as described above.

10.6 PROMOTION

- (a) All openings for administrative and supervisory positions covered by the terms of this Agreement shall be posted on the district web site at least five (5) days prior to the final date when applications must be submitted and shall include a description of the job and statement of qualifications.
- (b) The Board of Education prefers, as a matter of policy, to fill positions from within the school system, but reserves to itself the right to fill position openings as it sees fit and from within or without the system. Positions may be filled by applicants from outside the school system if they possess better qualifications than those teachers already on staff.
- (c) Where two (2) or more applicants are substantially equal in qualifications, the applicant with the greatest amount of seniority in the Meriden School System shall be given preference for positions within the bargaining unit. In cases of grievance under this provision, only the single best qualified of the applicants, who shall be determined by the Federation and who also shall be more senior than the appointee, may grieve.

10.7 TEACHER FACILITIES

In establishing budgetary priorities, the Board shall consider the following:

- (a) Space in each classroom in which teachers may safely store instructional materials and supplies;
- (b) A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials;
- (c) An appropriately furnished room to be used as a faculty lounge (said room to be in addition to the aforementioned teachers' workroom);
- (d) Well lighted, clean and separate teachers' rest rooms.

10.8 INSTRUCTIONAL MATERIALS

- (a) The policy of the Board is to insure that each pupil has adequate materials to implement the instructional program.
- (b) 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 Federation and Board agree that the determination of textbooks to be used in the schools shall be cooperatively arrived at through joint consultation among teachers and administrators, subject to final approval by the Board.

10.9 CLASS SIZE

- (a) The Board and the Federation recognize the desirability of achieving optimum teaching/learning conditions by assuring workable class size. Class size shall be determined by the nature of the subjects taught, grade level, and the classrooms and staff available. Concern must be given to the size of special classes such as remedial reading, special education and aid for non-English speaking students. Such factors as the number of teaching stations available in family and consumer sciences and technology education classes and in science laboratories must be taken into account. In general, however, twenty-five (25) students shall be deemed the most acceptable size for most classes.
- (b) A Class Size Review Committee shall be established, consisting of two (2) members appointed by the Meriden Board of Education and two (2) members appointed by the Meriden Federation of Teachers. The purpose of such Committee is to study class size at the beginning of each school year and to make recommendations, if deemed appropriate, by October 1st of each school year concerning class size.
- (c) The Board shall respond to the recommendations of the Class Size Review Committee no later than the first Board Meeting in November. In addition, the Class Size Review Committee shall inform the Board by June 15th of each school year of possible class size problems for the next school year.

10.10 PREPARATION TIME/CLASS COVERAGE

- (a) Teachers may leave the classroom to perform professional duties when a special teacher is in charge of the class.
- (b) Elementary teachers in Grades Full-Day K-5 shall have a minimum of one hundred eighty minutes (180) per week for preparation, in blocks of at least 30 minutes, except in emergency situations when substitutes are not available. Pre-K and ½-Day K teachers shall have one hundred sixty-five (165) minutes per week for preparation, except in emergency situations when substitutes are not available. Reasonable effort will be made to ensure that preparation periods are assigned one (1) per day, if possible. In no case will a teacher be scheduled for fewer than 4 prep periods per week.
- (c) The Board agrees to continue its past practices regarding preparation periods for middle and high school teachers.
- (d) Regularly employed teachers 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 arrives late or is obliged to leave the building or his/her classroom during any part of the school day because of sickness or other reasons.
- (e) If a teacher is absent from school for a full day and a substitute cannot be obtained, teachers removed from a conference period to cover any assignment at the middle or high school level shall be paid at the rate of thirty dollars (\$30) per class, and at the elementary level shall be paid at the rate of thirty-five dollars (\$35) per hour. If the class is divided, the above rates will be divided proportionately.

10.11 HIGH SCHOOL DEPARTMENT CHAIRPERSONS, INSTRUCTIONAL ASSOCIATES, AND MIDDLE SCHOOL SUBJECT AREA SPECIALISTS COMPENSATION AND SCHEDULING

- (a) The Board agrees that except in unusual situations Department Chairpersons who supervise eight (8) or more members of the professional staff shall teach a maximum of four (4) classes.
- (b) The Board agrees that except in unusual situations Department Chairpersons who supervise four (4) or more members of the professional staff shall teach a maximum of five (5) classes.
- (c) High School Department Chairpersons, Instructional Associates, and Middle School Subject Area Specialists will receive the stipend listed in Appendix "D".

10.12 WORK STOPPAGE

The Federation and the Board subscribe to the principle that differences should be resolved by peaceful and lawful means without interruption to the school program.

10.13 OUTSIDE EMPLOYMENT

The Board and the Federation acknowledge that the primary responsibility of a teacher is to instruct to the best of the teacher's ability. Employment of a teacher by any person or firm other than the Board of Education is permissible to the extent that such employment in no way conflicts with the teacher's regularly scheduled hours of Board employment or impairs the performance of the teacher's regularly assigned duties. Self-employment shall be considered subject to the provisos of this Article. Violations of any of the terms of this Agreement or of any other statutory or policy obligation of a teacher attributable to such employment will be considered cause for disciplinary action. The teacher will have all rights and remedies authorized under statute or this contract.

10.14 WORK YEAR

The basic work year shall be one hundred eighty-five (185) days, of which up to one hundred eighty-one (181) of these days may be used for student instruction. The remainder shall be for curriculum, professional development and other professional activities. Should the Board of Education make a change in the length of the work year of one hundred eighty-five (185) days or a change in the length of the instructional year of one hundred eighty-one (181) days, the parties shall negotiate the impact of this change in accordance with the mid-stream negotiation process set forth in §10-153b, et seq., of the Connecticut General Statutes.

10.15 SCHOOL CALENDAR

- (a) It is the responsibility of the Board to adopt a calendar.
- (b) The Federation may confer with the Superintendent of Schools and present suggestions for the calendar before one is approved by the Board of Education.

10.16 ASSAULT ON TEACHERS

Section 10-236a of the Connecticut General Statutes is set forth in Appendix "F" for informational purposes only.

10.17 COMBINATION CLASSES

In the regular elementary, Grades 1-5 program teachers who are assigned combination classes shall be assigned a full time paraprofessional for the duration of the school year.

10.18 TEACHER DISCIPLINE

The unpaid disciplinary suspension of a teacher shall be for just cause. The procedures set forth in Connecticut General Statute 10-151 shall be the exclusive procedure for matters involving termination and non-renewal of certified staff members. Persons employed pursuant to a durational shortage area permit are employees-at-will, whose employment may be terminated by the Superintendent.

ARTICLE XI
General Provisions

- 11.1 The term "teacher," as used in this Agreement, except where otherwise indicated, is considered to apply for all certified professional employees except for those positions requiring an Intermediate Administrator's and Supervisor's Certificate who are excluded from the teachers' unit in accordance with statute, other than temporary substitutes.
- 11.2 It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.
- 11.3 There shall be no reprisals of any kind taken against any teacher by reason of membership in the Federation or participation in its legal and educational activities.
- 11.4 The parties agree that there shall be no discrimination against any employee or applicant for employment by reason of age, race, creed, color, religion, marital status, sex, national origin/ancestry, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including but not limited to, blindness as set forth in applicable statutes, or membership in any employees' organization. Any claims of such discrimination shall be subject to the grievance procedure included in Article IV of this Agreement up to, but not beyond, the Superintendent level.

11.5 **SAVINGS CLAUSE**

If any provision of any portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and the remainder of this Agreement shall remain in full force and effect.

11.6 **PRINTING AND DISTRIBUTION OF CONTRACT**

The Board agrees to furnish a copy of this Contract to each employee and to give two hundred (200) additional copies to the Federation for its use. The parties agree to split the cost of providing the above noted copies of the Agreement when the work is done by a union printer or by school staff.

11.7 **PERSONNEL FILES**

- (a) Teachers shall have the opportunity to review and discuss evaluation reports with their supervisors, and review the contents of their personal files as maintained by building principals, supervisors or the Superintendent. A representative of the Federation may, at the request of the teacher, accompany the teacher in this review.
- (b) Any complaints by a parent of a student or any person directed toward a teacher and deemed serious enough to become a matter of formal record shall be promptly called to the teacher's attention. Teachers are entitled to know the identity of or source of all such complaints. Should a complaint involve the possible commission of a crime and an appropriate law

enforcement officer requests that information not be disclosed to the teacher, the provisions of this section shall not apply.

- (c) No material derogatory to a teacher's conduct, service, character, or personality shall be placed in a teacher's personnel file, unless the teacher has had an opportunity to read the material and affix his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies he/she has read the material to be filed and does not necessarily indicate agreement with its content.
- (d) Any material found to contain erroneous objective facts such as times, dates, places, or numbers shall be removed from the file at the request of the teacher. This provision shall not apply to any teacher evaluation or evaluative materials.

11.8 RETIREMENT BENEFIT

- (a) The Board shall provide the administrative services that will allow teachers who have retired from the Meriden School System to participate under group rates in the medical insurance program offered to members of the bargaining unit.
- (b) Such participation shall be at the teacher's expense.

11.9 DEATH BENEFIT

The Board shall provide the administrative services that will allow a spouse of any teacher who dies while employed by the Meriden School System or who has retired from the Meriden School System to continue to participate under group rates in the medical insurance program offered to members of the bargaining unit, if permitted by the insurance carriers or administrators. Such participation shall be at the spouse's expense. This provision only applies to teachers in the employ of the Board as of September 1, 1985.

11.10 PART-TIME BENEFITS

For all teachers working less than a full time equivalent (FTE), the Board shall pay a portion of the cost of all health, medical and life insurance benefits it would otherwise pay pursuant to Section 9.7 of this Agreement. Consistent with past practice, the amount of the Board's contribution shall equal the amount paid by the Board for teachers working 1.0 FTE multiplied by the teacher's fractional FTE.

ARTICLE XII
Professional Development And Educational Improvement

12.1 ADVANCED STUDY

The Board and the Federation believe that all teachers should participate in educational opportunities to improve their professional growth. The Board and the Federation encourage all teachers to participate in educational opportunities to improve their professional growth.

12.2 STUDY COMMITTEES

Teachers shall participate in voluntary joint study committees with the Board and/or the Superintendent to discuss and make recommendations on matters of educational development. Participation by teachers shall not be related to or dependent on affiliation or non-affiliation with any teacher organization, nor should such teachers be considered as representing such an organization.

12.3 TEACHER EXCHANGE PROGRAM

- (a) The Board of Education recognizes that teacher exchange programs provide an excellent means of bringing about cultural exchange and the understanding and the learning of new methods and techniques.
- (b) Teachers who wish to participate in exchange programs should be on tenure and submit by December 1st a written indication to the Superintendent of their intention to apply. The exchange replacement must be acceptable to the administration.
- (c) The period of exchange is limited to one (1) school year.
- (d) The Board of Education will pay the salary and insurance benefits costs of the Meriden teacher while on exchange and will pay the appropriate step-level salary upon return to Meriden for the satisfactory time spent teaching in the exchange program.
- (e) The participants in the exchange program are subject to the rules and regulations and working agreements of the cooperating school districts.
- (f) All exchange agreements recommended by the Superintendent of Schools shall be subject to approval by the Board of Education.

ARTICLE XIII
Special School Programs

13.1 **ADULT EDUCATION, SUMMER SCHOOL AND HOMEBOUND INSTRUCTION**

- (a) Preference for employment shall be given to those persons already employed by the Meriden School System if they are qualified.
- (b) Compensation for teachers in these programs shall be in accordance with the Schedule in Appendix "B".

ARTICLE XIV
Protection

- 14.1 Members of the unit shall immediately report to their principal in writing all cases of personal injury suffered by them in connection with their employment. Such report shall be forwarded to the Superintendent who 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.

ARTICLE XV
Long Term Substitutes

- 15.1 Substitutes hired to replace a regular teacher on leave of absence for at least one school year shall be placed on the appropriate step and lane of the salary schedule if they are certified for the position and shall receive contract insurance fringe benefits in accordance with the terms of the insurance carriers and otherwise be covered by the collective bargaining agreement. The Board shall not be required to enter into an individual written contract with such substitute.
- 15.2 Substitutes who teach beyond forty (40) consecutive days in the same assignment for which they are certified shall be placed on the Bachelor's Degree, Step 1 of the Salary Schedule. These substitutes shall pay an agency fee equal to seventy-five (75%) percent of the fees as determined in Article VIII, Section 8.7 of this Contract. The commencement of payment of such fee shall be on the first pay day after the completion of forty (40) days of substitute work and shall be paid in equal monthly installments over the remaining months of teaching. If the teacher leaves an assignment after the forty (40) days but before the next scheduled payroll deduction, the above-noted agency fee will be prorated at the rate of 1/145th of said fee for each day employed beyond forty (40) days but before the next scheduled agency fee deduction.

ARTICLE XVI
Reduction In Force Procedures

- 16.1 Recognizing that it may become necessary in certain instances to eliminate professional staff positions, the parties agree that the following procedures are intended to provide a fair and orderly

process should elimination of position require the termination or reassignment of staff in certified positions. The procedures below shall not apply to persons employed pursuant to durational shortage permit, who are employees-at-will whose employment may be terminated by the Superintendent.

16.2 DEFINITIONS

- (a) As used herein, the term "days" shall mean calendar days.
- (b) As used herein, the term "teacher" shall apply to any employee of the Board who holds a valid certificate issued by the Connecticut State Department of Education and is employed in the teachers' bargaining unit in a position requiring certification.
- (c) As used herein, and in Section 10.5d of the Contract, seniority shall mean continuous years of service in Meriden as a teacher from the most recent date of hire. Authorized leaves of absence of more than ninety (90) days or more in one (1) year shall not count towards seniority. During such leaves of absence a teacher shall retain all accrued seniority. Former members of the bargaining unit who are now in the administrators' unit shall also retain all prior seniority accrued as a Meriden teacher for purposes of this Article. Part time teachers who work less than half-time (1/2) shall accrue seniority on a pro rata basis.

16.3 PROCEDURE

- (a) The Board may, in the first instance, exercise its right and authority to reduce the number of staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.
- (b) Prior to commencing action to terminate teacher contracts under this Article, the Board shall give due consideration to its ability to effectuate reduction in staff by attrition.
- (c) When the Board of Education eliminates positions, it shall do so within the general categories and particular assignments listed below:

<u>General Categories</u>	<u>Particular Assignments</u>
(1) Pre-kindergarten - Grade 5	Non-departmentalized grades pre-kindergarten through grade 5, including Bilingual-Anglo teachers.
(2) Grade 6 - Grade 8	Subject assignments within departmentalized disciplines, School-Within-A-School (SWAS).
(3) Grade 9 - Grade 12	Subject Assignments within departmentalized disciplines including High School Completion, School-Within-A-School (SWAS) and Alternate School Programs and Family and Consumer Sciences.

(4) Grade K-12 Departments Art, Bilingual-Hispanic Teachers, Library-Media Specialist, Migratory, Music, Physical Education, Reading, School Counselors, School Psychologists, Special Education Teachers, Speech Pathologists, Social Workers.

(d) If the Board determines that a tenure teacher may displace a non-tenure teacher in accordance with Conn. Gen. Stat. § 10-151, available positions shall be those held by teachers who do not have tenure. The administration shall have the discretion in placing the teacher in an available position, Section 10.5(d) to the contrary notwithstanding. In the event of a conflict between two (2) or more tenured teachers having equal seniority, the following criteria shall apply:

- (1) Length of total experience in a regular public school teaching position, and, if that criterion is not determinative then,
- (2) The number of credits beyond the Bachelor's Degree in a planned program and, if that criterion is not determinative then,
- (3) The date of the signing of the initial contract of employment.

(e) Any teacher placed in an available position under the provisions of this Article may be required, as a condition of continued employment, to complete subject matter/grade level courses for six (6) college academic credits during the twelve (12) month period immediately following placement in the new position. The Board shall pay the tuition for such program only if each course is successfully completed and the courses are taken at a state school. Any course work taken under this paragraph is subject to approval in advance by the Superintendent of Schools or his/her designee.

(f) The course requirement will be waived if the staff member so appointed has earned six (6) college credits in the subject area related to the position within the five (5) year period preceding the appointment or has taught in the subject area related to the position for one (1) full school year within the five (5) year period preceding the appointment. In the case of appointment to a Pre-K through 6 level position, this requirement will be waived with respect to any staff member who has earned six (6) credits in relevant courses within the five (5) year period preceding the appointment or who has taught in a grade level (three (3) grade levels above or below present position) position for one (1) full school year within the five (5) year period preceding the appointment.

(g) Nothing herein shall require the placement of a teacher to a position of higher rank or authority, compensation, or increased hours although the teacher who is subject to contract termination or reassignment because of elimination of a position is qualified and certified for the position.

- (h) In the event that a teacher whose position has been eliminated or who has been displaced by another teacher is entitled under the provisions of state law and this Article to be placed in an open position, the posting provisions of Article 10.5(e) shall not apply.

16.4 RECALL

- (a) Any teacher whose employment is severed as a result of the elimination of teaching position(s) shall be placed on a Recall List.
- (b) Tenured teachers shall be recalled before non-tenured teachers provided that they are certified as defined by the Connecticut State Department of Education in an area in which an opening occurs.
- (c) Within the category of tenured teachers, the Board shall first recall those teachers with the most seniority based upon the most recent date of employment in the bargaining unit in the Meriden Public Schools provided they are certified as defined by the Connecticut State Department of Education in an area in which an opening occurs.
- (d) In the event an opening occurs for which there are no certified tenured teachers on the Recall List, the Board shall recall those non-tenured teachers with the most seniority based upon the most recent date of employment in the Meriden Public Schools, provided they are certified as defined by the Connecticut State Department of Education, in the area in which an opening occurs.
- (e) Teachers shall be retained on the Recall List according to the following:
 - (1) Teachers who have completed three (3) or less continuous years of service in the Meriden Public Schools shall be retained on the Recall List for two (2) years.
 - (2) Teachers who have begun or surpassed their fourth (4th) continuous year of service in the Meriden Public Schools shall be retained on the Recall List for four (4) years.
 - (3) All teachers on the Recall List shall be required to notify the Superintendent, in writing, of their intention to remain on the Recall List for the following year, if eligible in accordance with the above, before January 1st of the preceding school year. If the Superintendent is not notified by the specified date, the teacher will automatically be removed from the Recall List.
- (f) In the event that a teacher who is recalled has not taught in the general category and particular assignment covering the position to which he/she is recalled, the provisions of Paragraph 16.3(e) and (f) shall apply. A notice of vacancy shall be sent to the President of the Federation and the teacher at the last address filed with the Board of Education. Teachers who are not living at their permanent residence due to travel or other reasons are encouraged to inform the administration of this fact to effectuate this notification provision. A teacher shall respond to such notice within seven (7) days of the date of mailing and shall report to work on the day the position becomes available. A teacher who fails to fill a

position with the same or a greater number of full-time teaching equivalents than his/her previous position shall forfeit recall rights.

- 16.5 A teacher hired to replace another teacher on a leave of absence or hired pursuant to a contract of limited duration shall be deemed to have no seniority or recall rights under this Article.

ARTICLE XVII
Duration

- 17.1 The provisions of this Agreement shall be effective as of September 1, 2012, and shall continue and remain in full force and effect until August 31, 2015.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this _____ day of _____, 2011.

MERIDEN BOARD OF EDUCATION

MERIDEN FEDERATION OF TEACHERS

Mark A. Hughes, President

Erin D. Benham, President

APPENDIX A
2012-2013 TEACHERS' SALARY SCHEDULE

Steps	Bachelor's Degree	Bachelor's Degree +30 or Master's Degree	6th Year
1	\$47,379	\$50,076	\$53,818
2	\$48,210	\$50,908	\$54,856
3	\$49,035	\$51,742	\$55,895
4	\$51,900	\$54,604	\$59,173
5	\$53,193	\$55,963	\$60,651
6	\$54,519	\$57,360	\$62,162
7	\$55,895	\$59,747	\$64,533
8	\$59,548	\$64,109	\$68,901
9	\$63,913	\$68,679	\$73,474
10	\$67,789	\$73,392	\$78,183
11	\$70,656	\$76,319	\$81,186

- A. Teachers with a Ph.D. or Ed.D. shall receive an additional two thousand dollars (\$2,000) above the appropriate salary step of the Sixth Year column.
- B. Teachers who have completed the 11th step shall receive two thousand three hundred forty-two dollars (\$2,342) above the appropriate salary base.
- C. Teachers who reach the 18th year shall receive an additional one thousand two hundred forty-two dollars (\$1,242) above the appropriate salary base.
- D. Teachers who reach the 25th year shall receive an additional six hundred forty-two dollars (\$642) above the appropriate salary base.
- E. Teachers not yet at the maximum step shall not move a step in 2012-2013.

APPENDIX A
2013-2014 TEACHERS' SALARY SCHEDULE

Steps	Bachelor's Degree	Bachelor's Degree +30 or Master's Degree	6th Year
1	\$47,379	\$50,076	\$53,818
2	\$48,210	\$50,908	\$54,856
3	\$49,035	\$51,742	\$55,895
4	\$51,900	\$54,604	\$59,173
5	\$53,193	\$55,963	\$60,651
6	\$54,519	\$57,360	\$62,162
7	\$55,895	\$59,747	\$64,533
8	\$59,548	\$64,109	\$68,901
9	\$63,913	\$68,679	\$73,474
10	\$67,789	\$73,392	\$78,183
11	\$71,716	\$77,464	\$82,404

- A. Teachers with a Ph.D. or Ed.D. shall receive an additional two thousand dollars (\$2,000) above the appropriate salary step of the Sixth Year column.
- B. Teachers who have completed the 11th step shall receive two thousand three hundred forty-two dollars (\$2,342) above the appropriate salary base.
- C. Teachers who reach the 18th year shall receive an additional one thousand two hundred forty-two dollars (\$1,242) above the appropriate salary base.
- D. Teachers who reach the 25th year shall receive an additional six hundred forty-two dollars (\$642) above the appropriate salary base.
- E. Teachers not yet at the maximum step shall move one step in 2013-2014.

APPENDIX A
2014-2015 TEACHERS' SALARY SCHEDULE

Steps	Bachelor's Degree	Bachelor's Degree +30 or Master's Degree	6th Year
1	\$47,379	\$50,076	\$53,818
2	\$48,210	\$50,908	\$54,856
3	\$49,035	\$51,742	\$55,895
4	\$51,900	\$54,604	\$59,173
5	\$53,193	\$55,963	\$60,651
6	\$54,519	\$57,360	\$62,162
7	\$55,895	\$59,747	\$64,533
8	\$59,548	\$64,109	\$68,901
9	\$63,913	\$68,679	\$73,474
10	\$67,789	\$73,392	\$78,183
11	\$72,792	\$78,626	\$83,640

- A. Teachers with a Ph.D. or Ed.D. shall receive an additional two thousand dollars (\$2,000) above the appropriate salary step of the Sixth Year column.
- B. Teachers who have completed the 11th step shall receive two thousand three hundred forty-two dollars (\$2,342) above the appropriate salary base.
- C. Teachers who reach the 18th year shall receive an additional one thousand two hundred forty-two dollars (\$1,242) above the appropriate salary base.
- D. Teachers who reach the 25th year shall receive an additional six hundred forty-two dollars (\$642) above the appropriate salary base.
- E. Teachers not yet at the maximum step shall move one step in 2014-2015.

APPENDIX B

SALARY DIFFERENTIALS FOR EXTRA-CURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
<u>HIGH SCHOOLS</u>			
Yearbook Sponsor - Chief	\$4,396	\$4,462	\$4,529
Assistants (2)	2,531	2,569	2,607
Senior Class Sponsor – Chief	4,396	4,462	4,529
Assistants (3)	2,378	2,414	2,450
Junior Class Sponsor - Chief	3,292	3,341	3,392
Assistants (3)	1,827	1,854	1,882
Sophomore Class Sponsor - Chief	1,827	1,854	1,882
Freshman Class Sponsor – Chief	1,827	1,854	1,882
Student Council Sponsor - Chief	3,292	3,341	3,392
Key Club Sponsor - Chief	4,758	4,829	4,902
Assistants (2)	2,927	2,971	3,015
Maloney Crescent Club Sponsor - Chief	3,110	3,157	3,204
Assistants (2)	1,643	1,668	1,693
Platt Interact Club Sponsor - Chief	3,110	3,157	3,204
Assistants (2)	1,643	1,668	1,693
Maloney Props and Paints Sponsor	2,740	2,781	2,823
Platt Drama Club Sponsor	2,740	2,781	2,823
Literary Magazine Sponsor - Chief	1,464	1,486	1,508
Newspaper Sponsor - Chief	1,464	1,486	1,508
F.B.L.A.	1,922	1,951	1,980
Karate	1,922	1,951	1,980
Twirling Club Sponsor	1,788	1,815	1,842
Weight Training Sponsor (1/3 of stipend per season)	3,101	3,148	3,195
<u>MIDDLE SCHOOLS</u>			
Student Council Sponsor	914	928	942
Yearbook Sponsor	914	928	942
Service Clubs Sponsor	914	928	942

APPENDIX B
(continued)

SALARY DIFFERENTIALS FOR EXTRA-CURRICULAR ACTIVITIES

Not subject to Article 10 (Working Conditions), Section 10.2(d)(2)

<u>ACTIVITY</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
<u>HIGH SCHOOLS</u>			
Band Director	\$3,663	\$3,718	\$3,774
Choral Director	3,663	3,718	3,774
A.V. Coordinator	1,922	1,951	1,980
<u>MIDDLE SCHOOLS</u>			
A.V. Coordinator	1,643	1,668	1,693
<u>ELEMENTARY SCHOOLS</u>			
City Wide Band Director	2,195	2,228	2,261
City Wide Orchestra Director	2,195	2,228	2,261
A.V. Coordinator	1,277	1,296	1,316
<u>DRIVER EDUCATION PROGRAM</u>			
Driving Instructor (per hour)	29.66	30.10	30.56
<u>EVENING SCHOOL PROGRAM</u>			
Instructors (per hour)	38.56	39.14	39.73
<u>HOMEBOUND PROGRAM</u>			
Instructors (per hour)	37.10	37.66	38.22

The rates indicated apply only to those activities for which compensation has been paid prior to the execution of this amendment. Compensation for other activities will be paid at the rates indicated upon Board approval of the activity.

APPENDIX C
SALARY SCHEDULE FOR ATHLETIC COACHES

<u>POSITION</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
<u>HIGH SCHOOLS</u>			
Director of Athletics	\$9,597	\$9,741	\$9,887
Assistant Director of Athletics	8,056	8,177	8,299
Football - Head Coach	7,855	7,973	8,092
Assistant Coach	4,651	4,721	4,792
Basketball - Head Coach	6,696	6,796	6,898
Assistant Coach	4,010	4,070	4,131
Track - Head Coach	5,024	5,099	5,176
Assistant Coach	3,509	3,562	3,615
Baseball-Softball - Head Coach	5,614	5,698	5,784
Assistant Coach	3,628	3,682	3,738
Soccer - Head Coach	4,986	5,061	5,137
Assistant Coach	3,351	3,401	3,452
Swimming - Head Coach	4,715	4,786	4,858
Assistant Coach	3,032	3,077	3,124
Wrestling - Head Coach	5,295	5,374	5,455
Assistant Coach	3,513	3,566	3,619
Cross Country Coach	4,078	4,139	4,201
Golf - Head Coach	4,078	4,139	4,201
Assistant Coach	2,206	2,239	2,273
Tennis - Head Coach	4,078	4,139	4,201
Assistant Coach	2,286	2,320	2,355
Field Hockey - Head Coach	4,708	4,779	4,850
Assistant Coach	3,032	3,077	3,124
Volleyball - Head Coach	4,940	5,014	5,089
Assistant Coach	3,381	3,432	3,483
Cheerleading - Head Coach	4,078	4,139	4,201
Assistant Coach	2,168	2,201	2,234
Indoor Track Coach	4,078	4,139	4,201

APPENDIX C
(continued)

SALARY SCHEDULE FOR ATHLETIC COACHES

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
<u>POSITION</u>			
<u>MIDDLE SCHOOLS</u>			
Basketball Coach	\$2,227	\$2,260	\$2,294
Baseball Coach	2,227	2,260	2,294
Soccer Coach	2,227	2,260	2,294
Volleyball Coach	2,227	2,260	2,294
Track	2,227	2,260	2,294
Cross Country	2,227	2,260	2,294
Gymnastics Coach	2,227	2,260	2,294

The rates indicated apply only to those activities for which compensation has been paid prior to the execution of this amendment. Compensation for other activities will be paid at the rates indicated upon Board approval of the activity.

APPENDIX D

SALARY DIFFERENTIALS FOR AUXILIARY PERSONNEL FOR RESPONSIBILITY AND TIME

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
* Director of High School Guidance (4 weeks)	\$13,725	\$13,931	\$14,140
* Elementary School Head Teacher/ Instructional Associate (2 weeks)	4,932	5,006	5,081
* High School Department Chairperson (English, Math, Social Studies, Science, Foreign Language and Practical Arts)	6,818	6,920	7,024
* High School Data Processing Director (12 days)	6,485	6,582	6,681
* High School Department Chairperson/ Middle School Subject Area Specialist (8 or more teachers)	4,024	4,084	4,146
* Middle School Subject Area Specialist/ Another School Site Coordinator	2,927	2,971	3,015
Guidance Counselors (1 week)	3,137	3,184	3,232
School Psychologist	1,165	1,182	1,200
School Social Worker	712	723	734
Speech Pathologist	712	723	734
CLD Teacher	712	723	734
Special Education Teacher	712	723	734
Remedial Reading Teacher	712	723	734

* Additional Responsibility

The Board and the Federation agree that teachers presently occupying the positions of CLD Teacher, Special Education Teacher, and Remedial Reading Teacher shall continue to receive the above-mentioned salary differentials only during the course of this Agreement. However, any staff members hired to occupy these three (3) positions after January 27, 1976 shall not receive any salary differentials. Employees hired or assigned to fill the positions of school psychologist, school social worker, or speech pathologist on or after the first day of the 1991-92 school year shall be ineligible to receive this stipend.

APPENDIX E
INSURANCE
SCHOOL YEARS 2012-2015

1. The following health insurance and prescription coverage is available to members of the bargaining unit, their spouses and their children (including unmarried children up to the age of nineteen (19) unless in school full-time, then until the age of twenty-three (23), or as otherwise provided by federal law) according to their enrollment based upon the provisions set forth herein below:

- a. Health Insurance/Prescription Program:

High Deductible Health Plan - HSA Plan: Except as provided below, the sole insurance option for the duration of this contract shall be a High Deductible Health Plan HSA with a \$2,000/\$4,000 deductible, of which, the employer will fund seventy-five percent (75%) in 2012-2013, sixty-five percent (65%) in 2013-2014, and fifty percent (50%) in 2014-2015. Furthermore, (1) there shall be no prescription copayments after the deductible is met, (2) employer funding of the deductible for 2012-2013 will occur in September 2012 and will be paid quarterly in subsequent years, and (3) a weight loss program shall be implemented for members of the unit who participate in the wellness program, with \$100 Board subsidy of the fee.

Cigna Co-pay Plan: Employees who are not eligible for the HDHP-HSA plan because they participate in Medicare or because they have received benefits from the Veteran's Administration in the last three months shall be permitted to continue in the current Cigna co-pay plan with a premium contribution rate as described below.

- b. The HDHP-HSA plan and Cigna co-pay plan referenced in subparagraph a, hereinabove, shall be attached and made a part of this agreement for informational purposes only as Exhibit 1.
2. LIFE INSURANCE: \$50,000 plus \$50,000 of A.D.D. coverage for the employee only.
 3. CIGNA ENHANCED DENTAL PLAN: Including coverage for Additional Basic Services, Prosthodontics, Peridontics, Orthodontics and Dependent Rider for the employee and his/her dependents.
 4. To be eligible to receive health, medical, dental and life insurance benefits set forth in subsections 1-3, above, the employee shall annually contribute ten percent (10%) of the premium rate in 2012-2013, eleven percent (11%) of the premium rate in 2013-2014, and twelve (12%) in 2014-2015, for the applicable class (single, two person, family) for such benefits. However, participants in a biometric wellness program in 2012-2013 shall pay an eight percent (8%) premium, and participants in 2013-2014 and 2014-2015 who meet

their targeted wellness score will qualify for a nine percent (9%) premium contribution in 2013-2014 and ten percent (10%) premium contribution in 2014-2015. Participants in the Cigna co-pay plan shall contribute a premium share of fifteen percent (15%) in 2012-2013, sixteen percent (16%) in 2013-2014 and seventeen percent (17%) in 2014-2015. The Board of Education shall implement a Section 125 premium conversion plan for such contributions.

5. The Board shall contribute the remaining portion of the cost for these benefits. To be eligible to receive insurance benefits, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his/her share of the premium set forth above. An employee may forego or withdraw from full coverage rather than pay his/her share of the premium. All insurance benefits, including the reinstatement of discontinued insurance benefits, shall be provided in accordance with the terms of the insurance company administering the plan at the time benefits are sought.
6. If a husband and wife are both members of the bargaining unit, and choose not to participate in any of the medical coverage, then such non-participating spouse shall be compensated five hundred dollars (\$500.00) in the case of husband-wife coverage and six hundred dollars (\$600.00) in the case of family coverage.
7. The Meriden Board of Education has the right to study health insurance plans alternative to the plans set forth above. The Board may change any carrier or administrator of health insurance provided:
 - a. The plan suggested by the Board as an alternate must be at least equivalent in coverage, benefits, portability, and administration as the present plan at no additional cost to the employee.
 - b. The Federation shall have the opportunity to study the proposed plan for a period of thirty (30) days.
 - c. If at the end of the aforementioned thirty (30) days, there is disagreement between the parties on the issue of whether or not the plan offers equivalent coverage, benefits, portability and administration, then the issue will be submitted to a mutually selected arbitrator. If the parties cannot mutually select an arbitrator, then the matter will be submitted for arbitration to the American Arbitration Association according to its rules and regulations. The costs of the arbitrator shall be borne equally by both parties. The above noted carriers shall not be changed prior to the decision of the arbitrator.
 - d. The Board may finally implement a change in any health insurance carrier or administrator only one (1) time during the life of the Contract for each health insurance plan.

Exhibit 1

Meriden BOE Teachers HDHP-HSA Plan 2012-2015		
Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum (includes deductible and out-of-network co-insurance if applicable)	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage/\$8,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

Exhibit 1

Meriden BOE Teachers - Health Insurance 2012-2015 (For individuals ineligible for HSA)	
BENEFIT	Century Preferred
Prescription Drugs	<p>Prescriptions subject to 3-tier drug formulary, mandatory generic (except for dispense as written by Doctor only) \$10 Generic/\$25 Formulary/\$40 Non-Formulary co-pay No maximum Retail quantity 34 day supply or 100 unit dose (whichever is greater) Mail order subject to applicable 3-tier copay Mail order subject to 2 times copay for 100 day supply</p>
Costshares	<p>Out-of-Network services subject to deductible and coinsurance</p> <p>Copay - \$20 Office Visit, \$25 Urgent Care, \$50 Emergency Room, \$100 Outpatient Surgery (excluding outpatient colonoscopy procedures, if administrable by the carrier), \$100 Per Admission</p> <p>Deductible - \$250/\$500/\$500 Coinsurance - 80% to \$5,000/\$10,000/\$10,000 Out-of-Pocket Maximum \$1,250/\$2,500/\$2,500 Lifetime Maximum In-Network – Unlimited Lifetime Maximum Out-Of-Network - \$1,000,000</p>
Non-Compliance Penalty	\$500 per event
Preventive Care: Pediatric	<p>Covered according to age-based schedule In-network \$20 Copay Out of Network - subject to deductible and coinsurance</p>
Adult	<p>Covered according to age-based schedule In Network - \$20 Copay</p>
Vision	<p>In Network \$20 Copay - Covered once per year Out-of-Network - subject to deductible and coinsurance (includes refraction)</p>
Hearing	<p>In Network \$20 Copay Covered once per year Out-of-Network - subject to deductible and coinsurance</p>
Gynecological	<p>In Network \$20 Copay Covered once per year</p>
Mammograms	<p>In Network \$20 Copay Out-of-Network - subject to deductible and coinsurance 1 exam between ages 35 - 40 annually over age 40</p>
Medical Services: Medical Office Visit	<p>In Network \$20 Copay Out-of-Network subject to deductible and coinsurance</p>
Outpatient PT/OT/ST/Chiro	<p>In Network \$20 Copay 50 Combined visits per member per calendar year Additional visits covered Out-of-Network</p>
Allergy Services	<p>\$20 Copay for office visits and testing No copay for injections Out-of-Network deductible and coinsurance</p>

Exhibit 1

Meriden BOE Teachers - Health Insurance 2012-2015 (For individuals ineligible for HSA)	
BENEFIT	Century Preferred
Diagnostic Lab & X-ray	Covered Out-of-Network deductible and coinsurance
Inpatient Medical Services	Covered Out-of-Network deductible and coinsurance
Surgery Fees	Covered Out-of-Network deductible and coinsurance
Office Surgery	Covered Out-of-Network deductible and coinsurance
Outpatient Mental Health and Substance Abuse	\$20 Copay Out-of-Network deductible and coinsurance
Emergency Care: Emergency Room	\$50 Copay (waived if admitted) must meet symptoms and conditions guidelines
Urgent Care	\$25 Copay Urgent Care Network must be utilized for coverage
Ambulance	Covered Land & Air
Inpatient Hospital General/Medical/Surgical/Maternity (Semi-private)	Pre-certification required Covered - Per Admission Copay Out-of-Network subject to deductible and coinsurance
Ancillary Services: (Medication, Supplies)	Covered Out-of-Network deductible and coinsurance
Psychiatric	Covered - Per Admission Copay Out-of-Network subject to deductible and coinsurance
Substance Abuse/ Detox	Covered - Per Admission Copay Out-of-Network subject to deductible and coinsurance

Exhibit 1

Meriden BOE Teachers - Health Insurance 2012-2015 (For individuals ineligible for HSA)	
BENEFIT	Century Preferred
Rehabilitative	Covered up to 60 days per calendar year In-network Per Admission Copay Out-of-Network deductible and coinsurance
Skilled Nursing Facility	Covered up to 120 days per calendar year In-network Per Admission Copay Out-of-Network deductible and coinsurance
Hospice	Covered In-network Per Admission Copay Out-of-Network deductible and coinsurance
Outpatient Hospital Outpatient Surgery Facility Charges	In-network \$100 Copay Out-of-Network deductible and coinsurance
Diagnostic Lab & X-ray	Covered Out-of-Network deductible and coinsurance
Pre-Admission Testing	Covered Out-of-Network deductible and coinsurance
Other Services: Durable Medical Equipment	Covered Out-of-Network deductible and coinsurance
Prosthetics	Covered Out-of-Network deductible and coinsurance
Home Health Care	200 visits per calendar year 80 of which can be a Home Health Aide Out-of-Network deductible and coinsurance
Electroshock Therapy	15 visits per calendar year - \$20 copay Out-of-Network deductible and coinsurance In-network only when medically necessary
Orthotics	In-network only when medically necessary
TMJ	Subject to medical necessity at Out-of-Network reimbursement
Oral Surgery	Oral surgery to remove impacted tooth Cutting procedures on gums or mouth tissues to treat disease. Full or partial dentures, fixed bridgework, and prompt repair to natural teeth due to accidental injuries, which occur while covered under the plan. Out-of-Network deductible and coinsurance

APPENDIX F

CONNECTICUT GENERAL STATUTES

SECTION 10-235

Indemnification of teachers, board members and employees in damage suits; expenses of litigation.

- (a) Each board of education shall protect and save harmless any member of such board or any teacher or other employee thereof or any member of its supervisory or administrative staff, and the state board of education, the board of governors of higher education, the board of trustees of each state institution and each state agency which employs any teacher, and the managing board of any public school, as defined in section 10-183b, shall protect and save harmless any member of such boards, or any teacher or other employee thereof or any member of its supervisory or administrative staff employed by it, from financial loss and expense, including legal fees and costs, if any, 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, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided such teacher, member or employee, at the time of the acts resulting in such injury, damage or destruction, was acting in the discharge of his or her duties or within the scope of employment or under the direction of such board of education, the board of governors of higher education, board of trustees, state agency, department or managing board; provided that the provisions of this section shall not limit or otherwise affect application of section 4-165 concerning immunity from personal liability. For the purposes of this section, the terms "teacher" and "other employee" shall include any student teacher doing practice teaching under the direction of a teacher employed by a local or regional board of education or by the state board of education or board of governors of higher education, any student enrolled in a regional vocational-technical high school who is engaged in a supervised health-related field placement program which constitutes all or part of a course of instruction for credit by a regional vocational-technical school, provided such health-related field placement program is part of the curriculum of such vocational-technical school, and provided further such course is a requirement for graduation or professional licensure or certification, any volunteer approved by a board of education to carry out a duty prescribed by said board and under the direction of a certificated staff member including any person, partnership or corporation providing students with community-based career education, and any member of the faculty or staff or any student employed by The University of Connecticut Health Center or health services, any student enrolled in a constituent unit of the state system of higher education who is engaged in a supervised program of field work or clinical practice which constitutes all or part of a course of instruction for credit by a constituent unit, provided such course of instruction is part of the curriculum of a constituent unit, and provided further such course (1) is a requirement for an academic degree or professional licensure or (2) is offered by the constituent unit in partial fulfillment of its accreditation obligations and any student enrolled in a constituent unit of the state system of higher education who is acting in the capacity of a member of a student discipline committee established pursuant to section 4-188a.

- (b) Legal fees and costs incurred as a result of the retention, by a member of the state board of education, the board of governors of higher education or the board of trustees of any institution or by a teacher or other employee of any of them or any member of the supervisory or administrative staff of any of them, or by a teacher employed by any other state agency, of an attorney to represent his or her interests shall be borne by said state board of education, board of governors of higher education, board of trustees of such state institution or such state agency employing such teacher, other employee or supervisory or administrative staff member, as the case may be, only in those cases wherein the attorney general, in writing, has stated that the interests of said board, board of governors of higher education, board of trustees or state agency differ from the interests of such member, teacher or employee and has recommended that such member, teacher, other employee or staff member obtain the services of an attorney to represent his interests and such member, teacher or other employee is thereafter found not to have acted wantonly, recklessly or maliciously.

SECTION 10-236a. Indemnification of education personnel assaulted in the line of duty.

- (a) Each board of education shall protect and save harmless any member of such board or any teacher or other employee thereof or any member of its supervisory or administrative staff, and the state board of education, the board of governors of higher education, the board of trustees of each state institution and each state agency which employs any teacher, and the managing board of any public school, as defined in section 10-183b, shall protect and save harmless any member of such boards, or any teacher or other employee thereof or any member of its supervisory or administrative staff employed by it, from financial loss and expense, including payment of expenses reasonably incurred for medical or other service necessary as a result of an assault upon such teacher or other employee while such person was acting in the discharge of his or her duties within the scope of his employment or under the direction of such board of education, board of governors of higher education, board of trustees, state agency, department or managing board, which expenses are not paid by the individual teacher's or employee's insurance, workers' compensation or any other source not involving an expenditure by such teacher or employee.
- (b) Any teacher or employee absent from employment as a result of injury sustained during an assault or for a court appearance in connection with such assault shall continue to receive his or her full salary, while so absent, except that the amount of any workers' compensation award may be deducted from salary payments during such absence. The time of such absence shall not be charged against such teacher or employee's sick leave, vacation time or personal leave days.
- (c) For the purposes of this section, the terms "teacher" and "other employee" shall include any student teacher doing practice teaching under the direction of a teacher employed by a local or regional board of education or by the state board of education or board of governors of higher education, and any member of the faculty or staff or any student employed by The University of Connecticut Health Center or health services.

MEMORANDUM OF UNDERSTANDING
TEACHER SCHEDULES

The schedule for teachers will be as follows*:

1. Elementary Schools
 - i. Monday-Wednesday, Friday
 - 8:50-3:35
 - ii. Thursday
 - 8:50-4:05
 - a. Meeting – 3:05-4:05

2. Middle Schools
 - i. Monday-Wednesday, Friday
 - 7:45-2:38
 - ii. Thursday
 - 7:45-2:59
 - a. Meeting – 1:59-2:59

3. High Schools
 - i. Monday-Wednesday, Friday
 - 7:20-2:21
 - ii. Thursday
 - 7:20-2:43
 - a. Meeting – 1:43-2:43

*The Board reserves the right to move the above times by 15 minutes in either direction (without changing length of days).

It is understood that the Thursday meetings will be the only meetings held outside the school day during the month, except in cases where the Superintendent or principal deems there are unforeseen circumstances or an emergency, where a meeting is necessary for the conducting of school business that otherwise cannot be avoided.

Additional meetings, other than the Thursday meetings and meetings that the Superintendent or principal deems appropriate due to unforeseen circumstances or an emergency, shall be considered optional.

This agreement shall be subject to review and negotiation at the request of either party at the end of the contract term.

MERIDEN BOARD OF EDUCATION

MERIDEN FEDERATION OF TEACHERS

Mark A. Hughes, President

Erin D. Benham, President