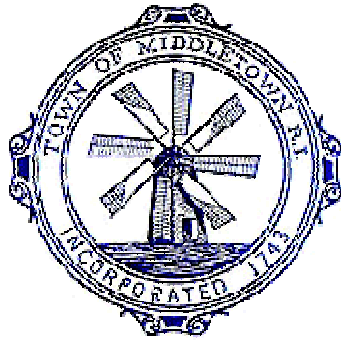


**AGREEMENT
BETWEEN THE
MIDDLETOWN SCHOOL COMMITTEE**



**AND THE
NEA MIDDLETOWN**



SEPTEMBER 1, 2009 – AUGUST 31, 2012

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ARTICLE I

The Middletown School Committee and the NEA Middletown agree that public education is the most important public institution created by our society for the strengthening and advancing of our democratic ideals. We further agree that the institution can best be implemented and perpetuated by a teaching profession comprised of qualified and experienced teachers; therefore, we hereby negotiate according to the provisions of Chapter 9.3 of Title 28 of the General Laws of the State of Rhode Island and Providence Plantations to encourage an effective and harmonious relationship between the Middletown School Committee and the NEA Middletown and to attract and hold teachers whose standards represent the Town's highest ideals.

This agreement is made and entered into on the **2nd day of September, 2009** by the Middletown School Committee (hereinafter called the "Committee") and NEA Middletown (hereinafter called the "Association").

ARTICLE II RECOGNITION

In accordance with the Teacher Arbitration Act of January, 1966, as amended, the Committee hereby recognizes the NEA Middletown as the exclusive, representative of all certified teaching employees of the Middletown school system below the rank of assistant principal. Unless otherwise indicated the employees in the above unit will be hereinafter referred to as "teachers."

ARTICLE III TEACHER RESPONSIBILITY

- A.** The first duty of a teacher is to teach to the best of his/her ability.
- B.** The teacher shall implant and cultivate in the minds of all children committed to his/her care the principles of responsibility, morality and virtue.
- C.** Teachers must be in their schools at least fifteen minutes before the time of opening school and remain at least fifteen minutes after school except with the permission of their principal. During this time the principal may assign such duties as he/she deems necessary.
- D.** Unless excused by the Superintendent, teachers shall attend meetings of an educational nature that the Superintendent may call or designate and they shall take such part in these meetings as shall be assigned to them in accordance with Section C of Article VI.

E. Each teacher shall so regulate assignments for home lessons that the time required for study of school hours shall not be excessive.

F. 1. As a condition of employment in Middletown Public Schools, teachers shall observe and conform to the policies, rules and regulations of the School Committee and the Superintendent excepting where expressly limited by the provisions of this Agreement.

2. The provisions of Section F, Paragraph 1, shall be deemed to apply to all regularly employed teachers for one hundred eighty-one (181) days in any one (1) contractual year, one hundred eighty (180) days of which shall be in fulfillment of the school year as mandated by State Law.

3. The school year shall be one hundred eighty-one (181) days as follows:

a. All teachers shall report for a full day, the day before school opens, and shall not report after school closes in June provided all end of the year check out procedures have been completed.

b. Time will be administratively provided for teachers at the High School to review final proof sheets for students' grades.

4. Teachers will work three (3) additional days resulting in a possible 184 day work year, however, the above additional days will be subject to the following conditions:

a. Should the State Department of Education mandate any additional school year work days beyond one hundred eighty-one (181) days, the above three (3) additional days will be inclusive to the mandate not in addition to the mandate.

b. The School Committee reserves the right to make an annual decision as to whether the additional days will be used, however, beginning with school year 1996-1997 such decision will be made at the time that the following school year calendar is set so that teachers will be able to make appropriate plans.

c. These days will be non-teaching days and will be compensated as follows:

2009 – 2010 - \$252
2010 – 2011 - \$252
2011 – 2012 - \$252

d. Further, all one hundred eighty-two (182) and one hundred ninety (190) day Personnel will have up to one (1) additional day added per year pursuant to the above.

e. For the purpose of new teacher orientation, a teacher hired for the 2002-2003 school year will work one additional day prior to the start of that school year only and one additional day in the 2003-2004 school year, resulting in a possible 185 day work year for these two years only. A teacher hired for the 2003-2004 school year will work two additional days prior to the start of that school year only, resulting in a possible 186 day work year. A teacher hired for the 2004-2005 school year will work two (2) additional days prior to the start of that school year only, resulting in a possible 186 day work year. The 2003-2004 new teacher orientation program is to be developed cooperatively by the parties. Compensation for these days will be at the non-teaching day rate as described in Article III F4c. If an individual is hired after the start of the school year, he/she will have the option of participating in the new teacher orientation program during the following year.

A teacher hired prior to the 2002-2003 school year may volunteer for up to one (1) additional non-teaching professional day beyond 184. Compensation for these days will be at the non-teaching day rate as described in Article III F4c.

f. The Committee and the Union shall agree to three (3) dates for professional development as follows:

i. 2009-2010 school year – one (1) professional development day set on a mutually agreed upon date and paid at the non-teaching rate as set forth in Article III(F)(4)(c). Teachers who cannot attend will contact her/his building principal as soon as possible.

ii. 2010-2011 school year – two (2) professional development days set on mutually agreed upon dates prior to the

setting of the 2010-2011 school calendar; both days to be paid at non-teaching rate as set forth in Article III(F)(4)(c).

5. **Guidance** – The high school Guidance Counselors may work up to 30 days total, at per diem rate (1/181 of their salary), during the summer to complete the guidance work necessary to open the school year. These days will be cooperatively scheduled. They may be done as half day (three hours) or whole days (six hours). The additional monies will be added to salary for retirement purposes. The sign in log will be kept and submitted weekly. The counselors will be paid on the regular pay schedule based on time worked.

**ARTICLE IV
TEACHER FILES**

A. Upon written request a teacher shall be given access to his/her file, including references and information obtained in the process of evaluating the teacher for employment, except where such was previously classified as confidential.

B. No material pertaining to a teacher's conduct, service, character, or personality shall be placed in a teacher's file unless the teacher is notified that such material is to be included in his/her file. This provision shall not apply to material received as a result of the teacher's action or request.

C. Subject to the exceptions provided in B, a teacher shall have the opportunity to read and attach written comment to any material to be included in his/ her file. Such material shall not be placed in his/her file unless the teacher has initialed it. If a teacher refuses to initial the material, it shall be placed in the teacher's file by the Superintendent or his/her designee with a notation of refusal.

**ARTICLE V
SUPERVISION - EVALUATION**

A. Eligibility, competency, fitness and qualitative effectiveness are matters of concern in teacher evaluation. The Superintendent of Schools shall base his/ her recommendations for initial teacher elections on such qualitative measures and he/she shall remain continuously responsible to the teachers and the School Committee for the qualitative evaluation of teaching services.

B. Any teacher being evaluated shall be notified of the result of his/her evaluation as soon after his/her evaluation as is possible, and in no case shall it be longer than five (5) school days after the evaluation has taken place.

C. The evaluation instrument shall be developed cooperatively by the Association and the Administration.

D. All evaluations of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited.

E. Any complaint regarding a teacher, made to the administration by any parent, student, or other person, which is included on the evaluation instrument and considered in evaluating the teacher's performance, will be promptly called to the teacher's attention, and any such complaints shall be subject to the grievance procedure.

F. No teacher shall be reprimanded, reduced in rank or compensation, deprived of any professional advantage, or given an adverse evaluation of his or her professional services without reasonable and just cause.

Dismissals/non-renewals of teachers shall not be subject to arbitration, but may be appealed to the Commissioner of Education.

ARTICLE VI LENGTH OF SCHOOL DAY, HOURS AND LOAD

A. The teachers' normal workday shall be no longer than six (6) hours and fifty (50) minutes.

B. No teacher shall be required to spend more than a weekly average of six hours per day in teaching and supervisory activities. This time is exclusive of the fifteen (15) minutes prior to and fifteen (15) minutes after school required in ARTICLE III, Section C.

C. No teacher shall be required to spend more than four (4) cumulative hours in a four (4) week period in meetings called by the School Department. All meetings will be purposeful and will have a focus on improving professional practice. Such meetings include, but are not limited to:

- Convening of Teacher Support Team (TST) meetings
- Personal Literacy Plan (PLP) development and implementation meetings
- Parent-Teacher Conferences
- Analysis of state and classroom assessments
- Review, scoring, and calibration sessions necessary to implement the MHS high school diploma system (Capstone and digital portfolio assessments)
- Curriculum development and articulation

- **Open House**
- Professional development focused on the *RI Board of Regents Regulations* strategic areas of literacy, graduation by proficiency, and personalization or other district priorities such as the Institute for Learning's *Principles of Learning* and disciplinary literacy implementation

Parent-Teacher conferences shall be counted toward the cumulative hours; it is anticipated that in 2006-2007 the Parent-Teacher Conference shall be a six-hour day to be scheduled in traditional fashion; four hours shall be counted toward the above cumulative hours, and only two hours in 2006-2007 of the Parent-Teacher Conference shall be paid on a pro-rata basis of the non-teaching per-diem rate. In subsequent years, the scheduling of Parent-Teacher Conferences shall be at a mutually agreeable time on a building-by-building basis, and the hours shall count toward the monthly cumulative hours.

(Remaining language to be mutually agreed upon within context of stated intent.)

All professional development sessions conducted during this time will be collaboratively decided upon by the building principal and the School Improvement Team. All sessions will be aligned with the District Strategic Plan and the School Improvement Plan and where possible, will fulfill RIDE requirements toward the teacher's individual professional development plan (iPlan).

The School Department and Union shall create a committee to study the feasibility of implementing IEP & 504 meetings into the 4 cumulative hours described herein, and to make recommendations to the Superintendent.

D. 1. **Secondary teachers** are teachers who teach in grades 7 - 12. No secondary teacher shall be assigned to teach or supervise more than eighty-six and six-tenths percent (86.6%) of the students' normal school day during a typical five (5) day week. Each teacher shall be provided six (6) preparation periods during this time. There shall be at least one (1) preparation period per day. Preparation and cluster time shall be exclusive of the fifteen (15) minutes before and the fifteen (15) minutes after the students' normal school day. If any change is made from the present seven (7) period day or the present length of periods, preparation time shall be arranged on the basis of a weekly average of one (1) clock hour of preparation time per school day.

2. In the event that a **high school teacher** has more than three (3) distinct major subject matter or subject level preparations per day, such teacher shall be allowed an additional preparation period per week in lieu of other supervisory duties.

3. Should certification of any school change, preparation periods will remain the same and will immediately upon notice be negotiated by the Superintendent and NEAM. If not resolved within thirty (30) calendar days of notice, final resolution shall be by final and binding expedited arbitration in accordance with the American Arbitration Association Rules as amended and effective January 1, 1996.

E. The total teaching and supervisory assignments for **elementary teachers** shall be made in such a manner as to provide each teacher with an average of forty-seven (47) minutes per school day for preparation time. This average is to be computed over a two (2) week period. Each teacher shall receive at least thirty (30) consecutive minutes of preparation time per day. The remainder of said preparation time shall be in blocks of at least thirty (30) minutes. Preparation and cluster time shall be exclusive of the fifteen (15) minutes before and after the students' normal school day.

F. When a teacher in a special subject area is in charge of an elementary school teacher's class, the regular teacher may leave the classroom.

G. Whenever possible, all elementary teachers will be provided with an adequate duty-free lunch period at least equal in length to that provided for their students, with a minimum of twenty-five (25) minutes, and secondary teachers shall receive a duty-free lunch period equal to that of their students.

H. 1. In order to carry out the responsibilities of their positions, teachers classified as Department Heads or Grade Leaders will have a reduced teaching load. Department heads shall be assigned to teach no more than 60% of the assigned teaching load of regular teachers.

2. Department Heads, Grade Leaders and Head Teachers shall be elected or otherwise designated to such positions on an annual basis by the Committee upon the recommendation of the Superintendent of Schools and each Department Head shall be informed in writing on or before July 1st of his or her designation to said office, including the remuneration or increment to be paid for same (See Appendix 1).

3. K-12 Directors shall be assigned to teach no more than three (3) teaching periods and no duty periods.

**ARTICLE VII
CLASS SIZE**

- A. Whenever possible, no classroom shall have more than twenty-five (25) pupils assigned to one (1) teacher.
- B. Wherever homogeneous grouping is in effect, and whenever possible, no class designated as the lowest group working within a normal level of achievement and no group working below a normal level of achievement shall have more than twenty (20) pupils assigned to one (1) teacher.
- C. Whenever possible Grades K-2 shall not have more than twenty (20) pupils per teacher.

**ARTICLE VIII
TEXTBOOKS, SUPPLIES AND CURRICULUM**

- A. The Committee and the Association recognize that teachers have the responsibility to make suggestions and recommendations for the purchase of textbooks, reference materials, instructional aids and supplies. Therefore, Principals and/or Department Heads, and/or Grade Leaders and/or Coordinators shall consult with their teachers prior to making recommendations for the purchase of textbooks, reference materials, instructional aids and supplies.
- B. The Committee and the Association further recognize that the teachers have the responsibility to make suggestions and recommendations for improvement of curriculum. Therefore, Principals and/or Department Heads, and/or Grade Leaders, and/or Coordinators shall consult with their teachers before implementing any changes in the existing curriculum.
- C. The Committee and the Association agree that every teacher should have adequate textbooks and supplies for his/her students. After exhausting all usual administrative channels, authorized representatives of the Association retain the right to directly inform the Committee in writing of any existing deficiencies.
- D. Teachers' personal possessions may be safely stored (however, the School Committee shall not be an insurer of the property left) in their classroom, and, if any of their possessions need to be permanently removed from the classroom by direction of OSHA, the teacher will be personally notified and the material will be stored safely elsewhere, until the teacher can remove the material rather than have the School Committee dispose of it.

**ARTICLE IX
TEACHER ASSISTANTS FOR TEACHERS**

A. Wherever possible, teacher assistants shall be provided for all elementary school teachers on a ratio of at least one for every eight (8) teachers.

B. Wherever possible, teacher assistants shall be provided for all secondary school teachers on a ratio of at least one (1) for every twenty-five (25) teachers.

C. Duties of teacher assistants paid by the Town will be cooperatively determined by the faculty subject to the approval of the administration.

**ARTICLE X
PROMOTIONS , VACANCIES,
SENIORITY, LAYOFF AND RECALL**

A. All vacancies in existing and/or new positions, including specialists and/or special project teachers, excepting the position of Superintendent, shall be filled pursuant to the following procedures:

1. Such vacancies, excluding temporary teacher vacancies filled by substitutes, shall be adequately publicized, which shall mean as a minimum that a notice shall be posted in every school clearly setting forth a description of and the qualifications necessary for the position, including the duties and approximate salary. During the summer months all certified postings for promotional positions and teaching vacancies shall be mailed to all teachers.

2. Such notices shall be posted as far in advance as possible, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than two (2) weeks before such date.

3. Teachers who desire to apply for such vacancies shall submit a current application in writing to the Superintendent or his/her authorized agent within the time limit specified in the notice.

4. Each teacher who qualifies and currently files for a promotional position will be granted an interview for said position.

5. Teachers who have applied for said positions will be notified of the action regarding the position.

6. Such vacancies shall be filled on the basis of qualifications for the vacant position, provided however that where two (2) or more applicants are

equally qualified, employment in the Middletown School System shall be given priority consideration.

B. Pursuant to the above conditions the Association recognizes it to be the duty and responsibility of the Superintendent of Schools to recommend to the Committee personnel for appointment.

C. Promotional positions are defined as positions paying a salary differential and/or positions of the administrative supervisory level.

D. SENIORITY, LAYOFF AND RECALL

1. Seniority

a. The Superintendent and the NEAM will cooperatively publish a seniority list each year in January, including certifications. Should there be a disagreement, the matter is subject to the grievance procedure.

b. Seniority is the amount of continuous service in the Middletown Public Schools beginning with the first day of work. The first day of work is defined as the first time that a certified employee is required to report for duty or the first time he/ she would have been required to report for duty if he/she had not been on authorized leave or had not been inducted into or assigned by the military. Total continuous service shall not be broken by any leaves, suspensions, or layoffs (as defined below). Seniority occurs regardless of assignment, position, program, or area of certification.

In the event two or more teachers have the same first day of work, their respective seniority shall be determined by the following tie breakers:

1. Appointment date to Middletown Public Schools.
2. Prior service in Middletown Public Schools.
3. Application date for full time employment in Middletown Public Schools.
4. Lottery of those employees with exact information above.

c. The seniority date of teachers previously employed by the Newport County Regional Special Education Program and who are appointed to a teaching position in the Middletown School Department shall be the original date of appointment by the Special Education Program to a school in Middletown. Seniority in Middletown shall not accrue during periods in which

the teacher was employed by the Regional Program but assigned to a school outside of Middletown.

2. Layoff

a. The NEAM and Middletown School Committee recognize and accept the principle of seniority in all cases of layoffs and recall. A layoff shall include the non-renewal of a non-tenured teacher (RIGL 16-13-2) or the dismissal of a tenured teacher (RIGL 16-13-3) for reasons other than due to performance or misconduct. In no event shall either the non-renewal of a non-tenured teacher for performance or misconduct, or the dismissal of tenured teacher for performance or misconduct, be construed as a layoff.

b. In the event of a layoff, the School Committee shall, in accordance with Rhode Island Law, inform in writing the Association President and each teacher to be laid off. Layoffs shall be in reverse order of seniority unless it is necessary to retain certain teachers whose positions cannot be filled by a teacher with more seniority because of certification.

c. To prevent a layoff, a teacher may displace the least senior teacher in any area(s) of certification held by the teacher.

3. Recall

a. All certified personnel who have been hired and who have been laid off in accordance with Article X.D. 2 shall be recalled or rehired by the School Committee in order of their seniority in the event that a vacancy occurs in a position for which the teacher was certified. The School Committee shall not transfer teachers in order to create a vacancy for the purpose of recall.

b. Notice of recall shall be in writing, with a copy to the President.

c. Full time teachers shall not forfeit seniority or recall standing by accepting or rejecting recall to a part time employment.

d. Laid off teachers shall not lose their seniority for the duration of time in which they have recall rights.

e. Laid off teachers shall remain on the recall list unless:

1. The teacher waives the right of recall in writing.
2. The teacher resigns.
3. The teacher fails to accept a position for which he/she was certified at the time of the recall.

f. Teachers on the recall list shall, prior to July 1, notify the Superintendent in writing of all certifications then held, and any certifications to be procured by the start of the next school year. Recall shall only be made in areas of certification for which notice has been provided.

g. All benefits a teacher has accrued up to the time of layoff including unused sick leave, will be restored to the teacher upon return to active employment after recall.

h. A voluntary transfer cannot block the recall of a laid-off teacher.

i. Teachers placed on the recall list during the 2006-2009 contract years shall remain on the recall list until August 31 of the fifth year after being placed on the recall list; thereafter, the teacher's right to recall shall terminate.

j. Teachers placed on the recall list during the 2009-2010 contract year (and thereafter) shall remain on the recall list for three (3) years from the effective date of layoff; thereafter, the teacher's right to recall shall terminate.

k. Teachers placed on the recall list prior to 2006 shall remain on the recall list as per Article X(D)(3)(e).

ARTICLE XI

VOLUNTARY TRANSFERS AND ASSIGNMENTS

A. In the spring of each year the Superintendent will provide the opportunity for teachers to indicate desire for change of position.

B. Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building shall file a current written statement of such desire with the Superintendent or his/her authorized agent not later than July 1, prior to the beginning of the next school year and shall only be valid until the opening of the school year. Such statement shall include the grade and/or subject to which he/she desires to be transferred, in order of preference.

C. No assignment of new teachers in the school system shall be made until all pending requests for reassignment or transfer have been acted on.

D. In the determination of requests for voluntary reassignment and/or transfer the convenience and wishes of individual teachers will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system. If more than one (1) employed teacher has applied for the same position, the teacher best qualified for that position shall be appointed and qualifications being substantially equal, seniority in the Middletown School

System shall control. If a current voluntary transfer request is denied, a teacher must be informed in writing.

ARTICLE XII INVOLUNTARY TRANSFERS AND ASSIGNMENTS

A. The Committee and the Association recognize that some flexibility in regard to teacher reassignment is unavoidable. They also recognize that under normal circumstances transfer or reassignment of teachers should be held to a minimum. Therefore, it is agreed as follows:

1. No probationary teacher shall be involuntarily transferred.

2. Written notice of an involuntary transfer or reassignment shall be given to teachers as soon as practical and not later than August 15th.

3. When involuntary transfer or reassignment is necessary, qualifications being substantially equal, the teacher with the least seniority in the Middletown School System shall be transferred.

4. In the event that a teacher objects to the transfer or reassignment, upon request of the teacher, the Association will be notified and the matter discussed according to the Grievance Procedure.

5. Openings in the school necessitating transfer will be discussed with the teachers being involuntarily transferred or reassigned. Such teachers may request the position to which they desire to be transferred, wherever the policy on Voluntary Transfers is applicable.

ARTICLE XIII TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall be defined as that leave which a teacher is forced to take due to injury or illness. Any new teacher shall receive Sick Leave prorated to the date of hire. A new teacher may draw on the then annual sick leave days. Any draws must be repaid in the event of early separation for any reason.

2. Sick leave shall be cumulative to one hundred ninety (190) days at the rate of fifteen (15) days per year. A teacher's current sick leave allotment shall be used before cumulative sick leave allotment.

Teachers who resign during the contractual year will have sick leave calculated based on 1.5 days per month's work.

3. Extended sick leave for prolonged major illness will be provided for by a **Sick Leave Bank** consisting of voluntary contributions, from cumulative days first, of full or half days, up to two (2) days a teacher per year. Sick Bank participants shall be fixed in writing to the Office of the Superintendent by September 15th.

a. Prolonged major illness shall be defined as a serious or dangerous sickness, disease, or accident requiring an absence of fifteen (15) school days or more duration documented by adequate medical evidence.

b. Eligibility for Sick Leave Bank use shall be determined as follows:

1. Only teachers who contribute may apply.

2. Applications may be made only after applicant's sick leave has been exhausted.

c. A committee composed of two (2) School Committee members or their designees and two (2) Association members chosen by NEA/Middletown shall administer the Sick Leave Bank according to the following:

1. Initial grants shall not exceed thirty (30) days for one illness. Reapplication can be made at the end of the initial grant for subsequent grants of up to thirty (30) days, contingent on the number of available days in the bank and other applications for grants.

2. Administrative procedures will be formulated by the Sick Leave Bank Committee and approved by the School Committee and the Association.

3. Decision must be by majority, will be final and may not be appealed using the Grievance Procedure.

4. No withdrawal reimbursement will be made to any teacher wishing to withdraw from the Sick Leave Bank program.

d. If the Sick Leave Bank falls below thirty (30) days, the Sick Leave Bank Committee may solicit additional days; unused days at the end of the school year will not be carried over to the next school year.

4. Each teacher shall be notified of his/her amount of cumulative sick leave during the month of September and such a figure shall include the current year.

B. Professional Leave

1. Each teacher shall be entitled to two (2) days noncumulative Professional Leave with the approval of the Superintendent.

2. Professional Leave may be granted to attend conferences, workshops, or any other educational meetings sponsored in whole or in part by the National Education Association, the NEA Rhode Island or any other professional organization, with approval of the Superintendent.

3. To obtain such leave the teacher must submit a written request to the Superintendent stating the nature and date of the educational meeting.

4. Compensation for Professional Leave shall be on a full pay basis.

5. A teacher on Professional Leave shall not be penalized any days from his/her accumulated sick leave.

6. For Regional Special Education Teachers visitation days in this NEAM Agreement may within the discretion of the Superintendent be used to attend related professional activities.

C. Visitation Leave

1. Each teacher who has been in the Middletown system for at least one (1) year shall be entitled to two (2) noncumulative leave days per year for the purpose of visiting, with the Superintendent's approval, another school.

2. The method of obtaining such leave shall be as follows:

a. The teacher who desires such leave must submit a written request to the Superintendent with that date specified.

b. Following tentative approval by the Superintendent, the teacher may then through proper procedure get approval from the system and school he/she wishes to visit.

3. Compensation for Visitation Leave shall be on a full pay basis.

4. A teacher on Visitation Leave shall not be penalized any days from his/her accumulated sick leave.

D. Personal Leave

1. A teacher shall be eligible for three (3) days noncumulative Personal Leave per year.

2. A teacher wishing Personal Leave shall submit his/her written notice to the Superintendent, or his/her delegate, at least two (2) working days prior to the day(s) he/she wishes to absent himself/herself.

3. Notices of Personal Leave for days falling within two days before or after a vacation period may be denied by the Superintendent.

a. As per the "Almeida Memo" dated June 10, 1993, vacation is defined to mean the following:

Thanksgiving Vacation (November)
Christmas Vacation (December)
Winter Vacation (February)
Spring Vacation (April)

These vacation periods are the only time frames that require a "personal reason" to be submitted in writing to the Superintendent and are subject to the Superintendent's approval. All other time frames (including holidays) require written notification two working days prior to the personal day (date) as stated in Article XIII(D)(2).

NOTE: Three consecutive personal days that do not fall within two days before or after a vacation require no personal reason and are not subject to Superintendent denial.

4. A teacher on Personal Leave shall not be penalized any days from his/ her accumulated sick leave.

E. Emergency Leave

1. Emergency Leave shall be defined as that leave taken when the teacher is forced to absent himself/herself from his/her assignment due to an emergency or an unforeseen circumstance which requires immediate action by the teacher himself/herself.

2. In realizing the special nature of Emergency Leave, it is understood that no number of days can be set aside for such purpose. Therefore it shall be at the discretion of the Superintendent or his/her delegate to determine, within the grounds of reason, whether or not a teacher is eligible for compensated Emergency Leave with the following exceptions:

a. Death in the immediate family or household shall be the basis for five (5) days Emergency Leave. The immediate family shall be defined as husband, wife, children, parents (teacher's and spouse's), siblings and grandchildren. A household shall include anyone who permanently lives under the same roof as the teacher, but is not a tenant.

b. Death within the teacher's family or the family of a permanent household member (other than immediate) which necessitates absence for the purpose of attending a funeral shall be the basis for granting one (1) or two (2) days compensated Emergency Leave, depending upon the circumstances of time and distance.

c. Nothing in this Section shall be construed to extend any other Contract benefits or fringe to any new group or class of individuals.

3. Compensation for Emergency Leave shall be on a full pay basis.

4. A teacher on Emergency Leave shall not be penalized any days from his/her accumulated sick leave.

F. Jury Duty

Any teacher who must absent himself/herself from school to serve on Jury Duty shall receive his/her normal pay less the amount paid to him/her for his/ her services on the jury. Such a teacher shall not be penalized any days from his/her accumulated sick leave.

G. Authorized Leave Without Compensation

Teachers who take a leave without compensation shall have no more than 1/181st of their annual salary deducted from their regular salary payment for each full teaching day missed.

H. Injury

1. Any teacher forced to be absent from school by reason of personal injury occurring in the course of his/her employment in the Middletown School System or as a result of an assault or battery by a student or a group of students shall be granted the lesser of the following:

a. The number of school days required for recovery, or

b. The number of school days between the date of such injury and the date coverage commences under the disability income insurance policy provided for elsewhere in this Agreement.

2. The teacher shall receive his/her normal pay during such period.
3. Neither sick leave nor any other type of leave shall be deducted.
4. The School Committee shall have the right to require the teacher to furnish medical reports and certification and other appropriate evidence relating to the injury, the manner in which it was sustained, the duration thereof and the length of time needed for recovery, including the right to have the injured teacher submit to an examination by a doctor selected and engaged by the Committee for such purpose.

**ARTICLE XIV
EXTENDED LEAVES OF ABSENCE**

A. Sabbatical Leave

1. Upon recommendation of the Superintendent and approval of the Committee, a regularly employed teacher with at least four consecutive years of successful teaching in Middletown may be granted a one (1) semester or one (1) year leave of absence for purposes of travel or to pursue a full time program of advanced study at a recognized college or university.
2. The number of people on Sabbatical Leave shall at no time exceed five percent (5%) of the teaching personnel in the system.
3. No teacher is to be given leave more often than once in seven (7) years.
4. A teacher desiring Sabbatical Leave shall file with the Superintendent a written request for his/her approval no later than February 1st of the year preceding the school year in which leave is desired.
5. Any teacher who files a written request for Sabbatical Leave which is rejected shall receive written notification of rejection no later than March 15th of the year preceding the school year in which his/her leave has been requested.
6. For purposes of placement on the salary schedule, retirement, Health Insurance, Disability Insurance and Life Insurance coverage, Sabbatical Leave of Absence shall be considered a year of teaching service.
7. A teacher on leave for one (1) year shall be advanced 1/2 of the salary that he/she would normally earn during the year of his/her leave. A teacher on a one (1) semester leave shall be advanced 1/2 of the salary which he/she

would normally earn during the semester of his/her leave. Advances shall be made in the normal payroll increments.

8. A teacher on a one (1) semester leave shall agree to serve in Middletown for the following year under the penalty of forfeiture of the school department grant. All salary advanced during the leave must be repaid to the School Department if the teacher fails to serve the agreed period.

9. A teacher on a one (1) year leave shall agree to serve in Middletown for the following two (2) years under penalty of forfeiture of the school department grant. All salary advanced during the leave must be repaid to the School Department if the teacher fails to serve the agreed period.

B. Educational Leave - Peace Corps - Vista

1. Educational Leave shall be defined as that leave taken by a teacher for the purpose of pursuing an approved course of instruction, providing, however, that leave for the purpose of joining the Peace Corps or Vista shall be considered in the same context as Educational Leave in this section.

2. Leave may be for a period of six (6) months or one (1) year and may also be extended for a period of up to one (1) additional year.

3. Leave shall be applied for not later than ninety (90) calendar days prior to the intended leave in a written request to the Superintendent.

C. Maternity Leave

A teacher who becomes pregnant will notify the Superintendent, in writing, at least thirty (30) days in advance of the expected date she is to leave on disability and the expected date of return. The dates of leaving and returning shall be determined by the teacher and her doctor. The teacher shall, by that notice, elect either of two (2) options:

1. She may use her accumulated sick leave, and in the event that accumulated sick leave is exhausted may, at her option, continue on leave without pay or benefits for the balance of the original school year. With ninety (90) days written notice she may continue on unpaid leave for an additional school year. The school department shall continue health insurance coverage until thirty (30) days after the termination of pregnancy.

2. A leave of absence without pay or benefits for the balance of the school year which may be extended at the teacher's option for one (1) additional school year with ninety (90) day written notice. The school department shall continue

health insurance coverage until thirty (30) days after the termination of pregnancy.

D. Exchange Teacher Leave

1. Upon recommendation of the Superintendent, leave for exchange teacher positions under either national or international programs may be granted by the Committee to teachers who have completed at least five (5) years of teaching in the Middletown system.

2. An Exchange Teacher Leave of absence shall be considered a year of teaching service for purposes of placement on the salary schedule and for sick leave, retirement, Blue Cross payments and Disability Insurance provisions.

E. Nothing in this Article shall preclude **leaves of absence** without pay as shall be agreed upon between a teacher and the Committee.

F. Return After Leave of Absence

1. Teachers who have been granted leaves of absence shall notify the Superintendent in writing on or before December 1st or February 1st preceding the opening of the term following the expiration of leave of their intention to resume work at the beginning of the ensuing term.

2. To the extent possible, all teachers returning from leaves of absence shall be restored to the same position they held at the time the leave was granted.

G. Reimbursement for Benefits

A teacher on unpaid leave of absence may opt to reimburse the School Department its cost, at group rate, in order to retain all contractual benefits as enumerated in Article XVIII insurance, where available. The School Department shall be held harmless if any teacher selecting this option fails to meet payment schedules as required by the Department.

ARTICLE XV GENERAL EMPLOYMENT PROVISIONS

A. All regularly employed teachers are covered by this Agreement.

B. Any teacher who uses his/her personal vehicle for authorized school business shall be compensated at a rate per mile in accordance with the current standard employee rate per mile authorized by the Internal Revenue Service. As that rate is adjusted from time to time by the I.R.S., such new or revised rate shall become effective hereunder as of the effective date of such I.R.S. adjustment, provided, however, that the School Department shall have a reasonable amount

of time to adjust its payment procedures and, when appropriate, make a lump sum payment to teachers paid under this provision retroactive to such effective date.

C. A teacher intending to resign must notify the Superintendent in writing at least thirty (30) calendar days before such resignation is to take effect.

D. Teachers who terminate shall be paid 1/181st of their annual salary for each full day worked.

E. Teachers may be dismissed or suspended, according to law.

F. The Personnel Relations Committee of the Association shall meet with the Superintendent and/or the School Committee from time to time to discuss matters of mutual concern.

G. The President of the Association and/or his/her designee shall confer with the Superintendent at the appropriate time of year concerning the drawing of the school calendar for the following year.

H. The President of the Association shall together with the Superintendent and/or his/her building principal arrange for released time from teaching or supervisory duties in order that the President of the Association shall have some time in order to facilitate the orderly completion of the duties incumbent upon that position.

I. The Superintendent shall meet with the Union President to discuss any proposed changes in job descriptions.

ARTICLE XVI TEACHERS' SALARY SCHEDULES

A. Unless otherwise provided herein, or required by law, all teachers shall be paid under the provisions of the basic salary schedule (Class 1)

B. CLASSES

* See Letter of Understanding Page 47

Class 1

All teachers meeting minimum certification requirements as established by the Certification Office of Rhode Island Department of Education and who hold a valid certification shall be placed in Class 1 of the salary schedule. Wherever referred to herein "minimum certification requirements" shall indicate that certification other than emergency certification held at the time of initial

employment. Wherever referred to herein professional preparation from an accredited institution shall include credits for inservice courses approved by the School Committee and/or the Rhode Island Department of Education.

Class 2

All teachers who qualify for Class 1 and who present evidence to the Superintendent of thirty (30) hours of professional preparation from an accredited institution beyond minimum requirements for Provisional Certification shall be placed in Class 2. Twenty-four (24) of the thirty (30) hours of professional preparation needed for entrance into Class 2 must be earned during the past ten (10) calendar years.

Class 3

All teachers who qualify for Class 1 and with an earned Master's Degree from an institution approved by the Rhode Island Department of Education as qualified to offer such a degree, or any teacher who presents evidence to the Superintendent of forty-two (42) hours of professional preparation, of which thirty (30) are classified by the accredited granting institution as graduate level and/ or in an area or subject matter field, shall be placed in Class 3. Thirty (30) of the forty-two (42) hours needed for entrance into Class 3 must be earned during the past ten (10) calendar years.

Class 4

Any teacher who qualified for Class 3 and who presents evidence to the Superintendent of thirty (30) hours of professional preparation not applicable to the "earned Master's Degree" referred to in Class 3 shall be placed in Class 4. Twenty-four (24) of the thirty (30) hours of professional preparation needed for entrance into Class 4 must be earned during the past ten (10) calendar years.

Class 5

Any teacher with an earned Certificate of Advanced Graduate Study from an institution approved by the Rhode Island Department of Education as qualified to offer such a degree, or any teacher with an earned Master's Degree from an institution approved by the Rhode Island Department of Education as qualified to offer such a degree, who presents evidence to the Superintendent of (42) hours of professional preparation, of which at least thirty (30) are classified by the accredited granting institution as graduate level credit and/or in an area or subject matter field, shall be placed in Class 5. Thirty (30) of the forty-two (42) hours needed for entrance into Class 5 must be earned subsequent to the date of the granting of the first earned Master's Degree.

Class 5

After August 15, 2011, any teacher with an earned Certificate of Advanced Graduate Study from an institution approved by the Rhode Island Department of Education as qualified to offer such a degree, or any teacher with an earned Master's Degree from an institution approved by the Rhode Island Department of Education as qualified to offer such a degree, who presents evidence to the Superintendent of thirty (30) credits in addition to the Class 4 thirty (30) credits, of which all additional thirty (30) are classified by the accredited college or university as graduate or undergraduate level credit and/or in an area or subject matter field, shall be placed in Class 5 provided however that undergraduate level credits shall be subject to pre-approval by the Superintendent or her designee. Such approval or denial shall be made in a timely manner. All thirty (30) additional credits needed for entrance into Class 5 must be earned subsequent to the date of the granting of the first earned Master's Degree.

The Class 5 change, effective August 16, 2011, shall not reduce compensation for any individual who has already attained Class 4 or 5 as of August 15, 2011.

C. Any teacher with two (2) earned Master's Degrees at the same level shall be placed in the proper class for one of them and given credit for "additional hours" for the other.

D. In-service Credits as per March 9, 2007 MOA:

1. Every 10 hours, in-service or RIDE, earned prior to 9/1/06, will earn one (1) Middletown in-service credit which will be applicable for classes 2, 3, and 4.
2. Inservice and RIDE hours earned out of the school day will earn one (1) Middletown in-service credit to 10 hours which will be applicable for classes 2, 3, 4 and 5. After 9/1/06, RIDE hours earned during the school day will earn one (1) credit to 15 hours which are applicable for classes 2, 3, and 4.
3. Any certified staff members who had their in-service credit hours or RIDE hours denied or put in abeyance for credit time earned prior to 9/1/06, while this matter was pending resolution will have hours adjusted and credited to them as a result of the Superintendent reevaluation their Change of Class application.
4. To be eligible to move to Class 5, certified staff, hired after 9/1/06, is required to hold a Masters' degree from an institution approved by the Rhode Island Department of Education as a qualified to offer such a degree. The parties agree that to be eligible to move to Class 5, certified staff, hired before 9/1/06, is not required to hold a Masters' degree from an institution approved by the Rhode Island Department of Education as a qualified to offer such a degree.

E. National Teacher Certification

A teacher who receives and maintains certifications from the National Board for Professional Teaching Standards (NBPTS) and continues teaching in Middletown shall receive an annual stipend in the amount of thirty-five hundred dollars (\$3500.00).

1. **Six (6) District approved credits** will be granted toward the advance increment schedule for teachers who complete the National Board assessment process but who do not acquire certification. Teacher must submit entire packet evidencing completion of the process.
2. **Leave of Absence**
The district will assist and support the efforts of teachers who are candidates for certification from the National Board for Professional Teacher Standards (NBPTS) by providing up to five (5) professional development days for use exclusively related to national certification.
3. **Tuition Aid**
A teacher who receives certification from the National Board for Professional Teaching Standards (NBPTS) shall be reimbursed in an amount equal to 50% of the application fee less financial aid from any other sources.

E. The School Committee shall reimburse each teacher for **course work** taken up to **\$634** per year with a total annual cap of **\$21,968**. Any annual funds left over from each annual cap shall be carried over and added to the next years' cap. Advance notice shall be given by teacher on or before August 30th for fall, December 15th for Spring and May 15th for summer courses. All courses must be approved by the Superintendent or designee as being related directly to teaching only.

Fifty percent (50%) of the cap is to be implemented by pre-MA course work and fifty percent (50%) is to be implemented for post MA course work.

**ARTICLE XVII
GENERAL SALARY PROVISIONS**

A. Salary Payments

1. Each teacher shall be afforded the option, before the opening of the school year, of selecting his/her salary on either a ten (10) or twelve (12) month basis. Should the twelve (12) month option be exercised, the teacher shall receive the difference between a ten (10) and a twelve (12) month salary in one final check payable on the last school day.

2. The annual salaries of all persons covered by this Agreement shall be paid in twenty-one or twenty-six equal bi-weekly installments, as per the option exercised by the teacher, commencing with the first Town of Middletown payday following the commencement of the school year.

3. Direct deposit of payroll checks shall be available to all teachers. Assignment will be accepted or changed only by a complete written application on or before August 15th or January 5th. Termination will be accepted at any time.

B. Dues Deduction

1. The Committee agrees to deduct from the salaries of its employees the total dues and assessment for the NEA Middletown, the National Education Association Rhode Island, and the National Education Association. The Committee will discontinue such deductions for any school year only if notified by the Association in writing to do so not later than August 15 prior to the commencement of such school year.

2. The current rate of the total membership dues and assessments shall be certified to the Committee each year. A change in membership dues during the school year will be accomplished by giving the Committee thirty (30) days written notice prior to the effective date of such change.

3. Deductions referred to in Section 1 above will be made in equal installments from the first ten (10) paychecks.

4. In the event that a teacher terminates employment before the end of the school year, the Committee will deduct any unpaid Association dues from the final paycheck.

5. All non-members shall pay a service fee in lieu of dues in the amount of the Associations' dues as a condition of employment. The amount shall be paid through payroll deduction.

6. The Association agrees to indemnify and hold harmless the Committee for any disputes or claims arising out of this provision and related payroll deduction.

C. Salary Credits

1. **Previous experience:** Recent teaching experience shall be evaluated by the Superintendent and full credit shall be given on the appropriate step, provided the applicant's former teaching experience is rated as satisfactory by his/her former school system and provided that such service during any one academic year (September to June) was no less than one hundred thirty-five days and that such service was in an accredited and approved school or school system. For non-public school experience, credit will be given for recent (ten years or less) experience in any accredited school, provided a state teaching certificate was held by the teacher for each year sought to be credited.

Proof of prior service should be submitted by the teacher within sixty (60) school days of the School Committee date of hire. The Business Office will provide new hires with a form listing a description of all available salary credits to which they may be entitled. Compensation will be retroactive to the beginning of the school year.

2. Upon the recommendation of the Superintendent and with the approval of the Committee, cumulative credit, not to exceed two years, for the following may be granted at the time that the teacher's original contract is agreed to:

a. **Military Service** - One (1) step on the appropriate salary schedule for between twelve (12) and twenty-four (24) months of active military service and two (2) steps for active military service in excess of twenty-four (24) months.

b. **Vocational Service** - One (1) step on the appropriate salary schedule for between one (1) and three (3) years of related vocational experience and two (2) steps for related vocational experience in excess of three (3) years.

3. Compensation shall commence when verification of the written proof of prior service has been successfully completed, with the next scheduled pay period.

D. Salary Increments

Advancement on a salary class shall be automatic on an annual basis.

E. In-Service Credit

With prior approval of the Superintendent one (1) credit hour for each ten (10) hours of professional work without compensation shall be granted to certified

teachers who participate in seminars, research projects or other professional undertakings directly connected with the Middletown Public Schools and such credits shall be applicable with prejudice to Classes 2, 3, 4 and 5.

F. Substitutes

1. Whenever possible, substitute teachers shall be hired to assume the duties of certified personnel when such certified personnel are absent.

2. A substitute teacher who remains in the same substituting position in excess of thirty (30) consecutive school days shall be paid at a salary rate in accordance with the salary policy for this preparation and experience commencing with the thirty-first (31st) consecutive day for the remaining period of such substitution.

3. A substitute teacher hired for a period of time when known to be forty-five (45) days or more shall receive benefits and salary at the Appendix I rates commencing from the first day provided benefits are not being used by teacher on leave.

G. A payroll deduction plan for Savings Bonds is available.

**ARTICLE XVIII
INSURANCE**

A. Designated District Healthcare Plans

The Committee shall provide paid designated District healthcare Plan A or Plan B, subject to subsection (A)(13) herein, on an individual or family coverage basis, in accordance with the following:

1. Teachers employed as of August 31, 2006 may elect to be provided either a Preferred Provider Organization (PPO) Plan (Plan A) or an Indemnity Plan (Plan B). A summary of coverage levels (including co-payments, deductibles, coinsurance, and some benefit limits) for Plan A and Plan B are attached hereto within Exhibit A. Teachers must elect in writing prior to July 1st the type of insurance coverage they wish, should they seek any changes.

2. For teachers appointed on or after September 1, 2006, only Plan A shall be provided.

3. Medicare Supplement Insurance will be provided on a fully paid individual or family basis for any active certified members of the Middletown School Department over the age of 65. A summary of coverage levels (including co-payments, deductibles, coinsurance, and some benefit limits) for

the Medicare Supplement Insurance plan shall be prepared and made available to employees no later than September 1, 2010.

4. All teachers shall be provided individual or family Delta Dental Level IV, subject to subsection (A)(13) herein, with student rider to age 25.

5. Such medical coverage will include:

- a. Plan B – major medical - \$1,000,000 maximum
- b. Plan B and Plan A – student rider to age 25
- c. Plan B - \$100.00 deductible

6. Effective September 1, 2006, teachers shall co-pay 10% of the cost of the employee's medical coverage.

7. Effective September 1, 2008, teachers shall co-pay 10% of the cost of the medical coverage plus 5% of the cost of the employee's dental coverage.

8. Effective September 1, 2009, teachers shall co-pay 10% of the cost of the medical coverage plus 5% of the cost of the employee's dental coverage.

9. Effective September 1, 2010, teachers shall co-pay 13% of the cost of the medical coverage plus 5% of the cost of the employee's dental coverage.

10. Effective September 1, 2010, **Plan Design changes** intended to reduce cost of medical coverage by 2% -- increase emergency room co-pay to \$100.00 (1%) and drug co-payments to 5/20/40 (1%).

11. Effective September 1, 2011, teachers shall co-pay 17% of the cost of the medical coverage plus 5% of the cost of the employee's dental coverage.

12. Effective September 1, 2011, **Plan Design changes** intended to reduce cost of medical coverage by 1% -- increase office visits for primary care to \$15.00 and specialists to \$15.00 (1%)

13. The Middletown School Department shall provide family or individual health insurance coverage, as applicable, for all certified personnel, subject to the following:

- a. The School Committee shall provide each employee covered by this Agreement with the health insurance package(s) described in the attached summary of benefits within Exhibits A and B.

- b. In the event the School Committee changes the healthcare provider, it must provide a health insurance package(s) substantially equivalent or superior to the package being replaced.

B. Buyback

1. For those employees who are eligible for either the family or individual Blue Cross or Delta Dental Plan and choose not to receive any coverage, the Committee will pay the following:

- a. For all teachers employed as of August 31, 2006, Payment shall be at the rate in effect during the 2005-2006 school year (Family Blue Cross: \$5212.68; Family Dental : \$544.08).
- b. For all teachers, employed as of August 31, 2006, payment shall be reduced to \$3,200.00 commencing 2010-2011 school year.
- c. For all teachers appointed on or after September 1, 2006, payment shall be at the rate of \$2500.00.

2. Payment to be made at the end of the school year. Notification for the following school year must be made before July 1.

Employees resigning from the system or re-entering the Plan will receive a pro-rata payment.

C. HSA Plan -- High Deductible Health Plan / Health Savings Account.

1. The Committee may offer employees, as an alternative, an HSA plan, which is a consumer driven health plan with a \$2000.00 annual deductible for an individual plan and a \$4000.00 deductible for a family plan. A summary of coverage levels (including co-payments, deductibles, coinsurance, and some benefit limits) for the HSA plan shall be prepared and made available to employees no later than September 1, 2010. In conjunction with these plans, a health savings account will be created for each employee enrolled, in which the District will contribute fifty percent (50%) of the annual deductible each year. For employees enrolling in the Healthmate for HSA Plan there will be a onetime payment equal to fifty percent (50%) of the District's savings, paid out at the end of the fiscal year via payroll subject to changes in the Internal Revenue Code made possible by the Medicare Modernization Act of 2003. The parties recognize that the Health Insurance Provider may require a minimum utilization rate to provide an affordable system. The District reserves the right not to offer an HSA Plan unless such minimum utilization rate is achieved.

2. The final language for the voluntary HSA plan is to be agreed upon by the parties. The parties understand that the teacher's participation in HSA Plan will be voluntary and the District will not be required to offer any HSA Plan if it determines, in its sole opinion, that the plan would not be cost effective.

D. Disability Income Insurance

The Committee shall provide to each certified member of the Middletown School Department a Disability Income Insurance policy with the following coverage:

1. 180-day Waiting Period (elimination)
2. Coverage for Accident or Sickness
3. Payment to Age 65
4. 66 2/3% of monthly salary or two thousand dollars (\$2,000), whichever is the lesser amount
5. Teachers pay fifty percent (50%) co-pay of premium

The Committee shall provide on a fully paid basis to any certified member of the Middletown School Department who so desires **term life insurance** equal to one times salary rounded down to the nearest thousand, but not less than thirty thousand dollars (\$30,000). Face value will decrease by fifty percent (50%) when insured reaches 65th year. For new hires after September 1st of 1987, coverage will decrease by fifty percent (50%) at age 60.

ARTICLE XIX EARLY RETIREMENT INCENTIVE PROGRAM

A. Eligibility -Any teacher in the Middletown School System who wishes to take a one time advantage of the Retirement Incentive Plan may do so provided that the following eligibility criteria have been satisfied:

1. The teacher has been employed by the Middletown School System for a minimum of fifteen (15) years.
2. The teacher is vested in the Retirement System of Rhode Island, and is eligible to collect retirement benefits or is fifty-five (55) years of age. The teacher cannot teach in a public school in Rhode Island with the exception of substitute teaching.

3. The teacher must notify the Superintendent of Schools, in writing, not later than February 1, of the school year of retirement. This notification must contain an irrevocable resignation effective the last day of school.
4. Anyone granted disability income through the Rhode Island Teachers' Retirement System and otherwise eligible for this incentive shall have the February 1st date waived.

B. Benefits

1. **Incentive Remuneration** - An amount equal to the product of \$125.00 X (times) the number of years of full time service in Middletown with a maximum of thirty (30) years. Payment of this and Section E monies shall be made by August 1st.

2. **Additional** - Each participant shall receive fully paid individual Health Insurance or Medicare Supplement at age 65, for seven (7) years following retirement described in Exhibit 1 Benefits Summary for the Middletown Public Schools. For years eight (8) through ten (10) following retirement, the retiree will pay twenty percent (20%) of the cost of the employee's individual medical coverage. Teachers must elect, in writing, prior to July 1, for years 8, 9, and 10. All teachers who notify of retirement after February 1, 2007 (Article XIX) shall pay 3% of the cost of the retiree's medical coverage for years 1-7 following retirement. Retirees shall have the same plan design changes as regular employees.

- a. At the tenth (10th) anniversary of retirement the participant may continue coverage by co-paying fifty percent (50%) of the current rate until any of the following events:
 1. receipt of medical insurance from any other source;
 2. age 65;
 3. eligibility for Federal Medicare, Medicaid, or other insurance from any source;
 4. death.

3. **Expanded Coverage** -Each participant may, if they desire, while individual eligibility exists, purchase school district group family medical coverage or individual or family dental at their own expense if they otherwise qualify. Cobra rights for spouse and/or dependents are extended beyond the contract benefit period for five (5) years. Retirees shall have the same plan design changes as regular employees.

4. Rebate -Participants who are eligible for fully paid individual medical coverage and choose not to receive any coverage shall be eligible for a payment of one-half (1/2) the cost thereof. Beginning September 1, 2009, retiree buyback shall be \$2,500.00. For years 8, 9, and 10 there is no rebate payment.

5. Severance - Each participant will receive the fifty dollars (\$50.00) per day for up to one hundred ninety (190) days of accumulated unused sick leave. These number of days are to be as of the end of the retirement year.

ARTICLE XX GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher or group of teachers works and/or the interpretation, meaning or application of any of the provisions of this Agreement or any other subsequent agreement entered into pursuant to this Agreement.

2. An "aggrieved person" is a teacher or group of teachers making the claim.

3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the problem and the chairperson of the PR & R committee or his/her designee.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems affecting teacher welfare or working conditions. The Committee and the Association agree that these proceedings be kept as informal and confidential as may be appropriate at level of such procedure.

2. Nothing contained herein shall be construed as limiting the right or responsibility of any teacher having a grievance to discuss the matter with any appropriate member of the administration.

C. Procedure

1. It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum. When mutually agreed upon, the time limits may be extended.

a. Level One:

The aggrieved person shall first discuss the matter with the immediate supervisor or principal involved. The supervisor or principal shall within five (5) days render a decision to the aggrieved or his/her representative. Said decision to be in writing and stating reasons.

b. Level Two:

1. If the Association is not satisfied with the disposition of the grievance at Level One, or no decision has been rendered within five (5) school days after presentation of the grievance, the Association shall file the grievance in writing with the Superintendent within fifteen (15) school days. A copy of the grievance shall be furnished to the Assistant Superintendent.

2. The Superintendent will represent the administration and within five (5) school days of receipt of the written grievance, shall meet the Association in an effort to resolve the grievance.

3. The Superintendent shall within five (5) school days of the above meeting render a decision to the Association, said decision to be in writing and stating reasons.

c. Level Three:

1. If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days of meeting with the Superintendent, the Association will refer it to the School Committee, within fifteen (15) school days.

2. The School Committee or a three (3) person sub-committee of the School Committee shall hear the grievance before the start of the next regularly scheduled meeting or by mutual agreement schedule a time and day prior to the regularly scheduled meeting.

3. The Committee will have seven (7) school days to render a decision to the Association, said decision to be in writing and stating reasons.

d. Level Four:

1. A grievance dispute which was not resolved at the level of the Committee (Level Three) under the grievance procedure may be submitted by the Association to arbitration, within thirty (30) school days.

2. Arbitration shall be conducted according to the voluntary labor arbitration rules of the American Arbitration Association or another mutually agreed upon organization and shall apply to the proceedings insofar as they relate to the hearings and fees and expenses.

3. The arbitrator shall issue the decision not later than thirty (30) days from the date of the closing of hearings or, if oral hearings have been waived, from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinions and conclusions on the issues submitted and in accordance with his/her jurisdiction and authority under this agreement and will be accepted as final and binding by the parties to the dispute and both will abide by it.

4. The Committee agrees that it will apply to all substantially similar situations the decision of the arbitration sustaining a grievance and the Association agrees that it will not bring or continue, and it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of the arbitrator.

D. No Reprisals

1. No reprisals of any kind shall be taken by any member of the administration against any party of interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such a grievance in writing to the Superintendent and the processing of such grievance will be commenced at Level Two.

2. Only the Association may process a grievance beyond Level One, and may do so even though the aggrieved person does not wish to do so.

3. A grievance which is not filed within thirty (30) school days of the act or condition upon which the grievance is based shall be deemed to have been waived.

4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The Committee agrees to make available to any grievant and/or

representative all information not privileged under law in its possession or control and which is relevant to the issues raised in the grievance.

5. Decision rendered at Levels One, Two and Three of the grievance procedure will be in writing, setting forth the decision and the reason.

6. A school day shall be a day on which school is actually in session. During the scheduled summer recess a school day shall be defined as a weekday.

ARTICLE XXI GENERAL

A. All benefits presently held, if not specifically mentioned, are retained.

B. No fringe benefits nor voluntary withholding shall take effect without the teacher having filed the necessary forms.

C. Part-time teachers (which term does not include substitute teachers) may opt to receive, on a pro rata basis, the contractual benefits enumerated in Article XVIII insurance, where such benefits are available on that basis, provided that the part-time teacher involved must pay his/her proportionate share of the costs thereof in accordance with payment schedules established by the School Department, which shall be held harmless if the part-time teacher fails to meet the payment schedule.

D. Positions listed in this Agreement under Appendix II (extracurricular sponsorship and advisorships) and in Appendix III (coaches) shall be subject to appointment by the School Committee on an annual basis and will remain listed in this Agreement notwithstanding that any such position may from time to time be vacant.

ARTICLE XXII DURATION OF CONTRACT

The provisions of this Agreement will be effective for the period of three (3) years **September 1, 2009 to August 31, 2012** and will continue in full force and effect for additional periods of year(s) unless either the Committee or the Association gives written notice to the other no later than one hundred eighty (180) days prior to the aforesaid expiration date or any anniversary thereof of its desire to reopen this Agreement and to negotiate over the terms of a successor Agreement. WHEREOF the parties hereunto set their hand and seals this **2nd day of September 2009.**

NEA MIDDLETOWN

Lisa Wood, President

MIDDLETOWN SCHOOL COMMITTEE

Michael Crowley, Jr.
Chairperson

**APPENDIX I
SALARY SCHEDULE**

The 10 step salary scale for 2009 – 2010 – 0% increase excepting movement on steps (See attached schedule).

The 10 step salary scale for 2010 – 2011 – 2.00% increase in salary only (including steps) (See attached schedule).

The 10 step salary scale for 2011 – 2012 – 2.5% increase in salary only (including steps) (See attached schedule).

<u>CLASSES</u>	2009 -2010	2010 - 2011	2011-2012
Class 2-B + 30	\$1544	\$1544	\$1544
Class 3-M	\$2827	\$2827	\$2827
Class 4-M + 30	\$4699	\$4699	\$4699
Class 5-CAGS	\$6341	\$6341	\$6341

Salary Schedule for 2009 – 2012 is the following:

Class 1	2009-10 0%	2010-11 2.0%	2011-12 2.5%
Step 1	39180	39964	40963
Step 2	41962	42801	43871
Step 3	44727	45622	46763
Step 4	47679	48633	49848
Step 5	50727	51742	53035
Step 6	53856	54933	56306
Step 7	56929	58068	59519
Step 8	60130	61333	62866
Step 9	63644	64917	66540
Step 10	71634	73067	74893

CURRICULUM RATE :

Curriculum rate will be at the rate of:

1 st Year -	2009 – 2010-	\$28.90
2 nd Year-	2010 – 2011-	\$28.90
3 rd Year-	2011 - 2012 -	\$28.90

Longevity	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
20 years in Middletown	\$ 1645	\$ 1645	\$1645
25 years in Middletown	\$ 1874	\$ 1874	\$1874
30 years in Middletown	\$2102	\$ 2102	\$2102

Head Teacher	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
	\$1345	\$1345	\$1345

190 Day Personnel

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Department Heads	\$4686	\$4686	\$4686
Grade Leaders	\$4686	\$4686	\$4686
K-12 Directors	\$5438	\$5438	\$5438

ON CALL PERSONNEL

To include the above one hundred ninety (190) day personnel and Computer Science, High School Guidance Counselor Department Head, Department Heads, and Grade Leaders to receive two hundred fifty-two dollars (\$252) for approved per diem in excess of one hundred ninety (190) days. Any On Call Personnel that works in excess of one hundred ninety-five (195) days will receive in addition to the per diem rate, a twenty five dollar (\$25.00) increase from the previous year for every year of the contract.

Notwithstanding the foregoing, the per diem rate in this above Section will be \$252 in year one, \$252 in year two and \$252 in year three of this contract. Further, this rate is in conjunction with Article III as compensation for said additional days.

APPENDIX II

***EXTRA-CURRICULAR SPONSORSHIPS AND ADVISORSHIPS FOR
ACTIVITIES AS OFFERED**

<u>Area Of Responsibility</u>	2009-2010	2010-2011	2011-2012
STUDENT COUNCIL ADVISOR	1647	1647	1647
STUDENT ACTIVITIES COOR.	2504	2504	2504
SENIOR CLASS ADVISOR	1965	1965	1965
JUNIOR CLASS ADVISOR	1600	1600	1600
SOPHMORE CLASS ADVISOR	1231	1231	1231
FRESHMAN CLASS ADVISOR	1118	1118	1118
MATH LEAGUE ADVISOR	1557	1557	1557
DEBATE TEAM ADVISOR	1174	1174	1174
FALL DRAMATICS DIRECTOR	1713	1713	1713
SPRING DRAMATICS DIRECTOR	1713	1713	1713
M.H.S. YEARBOOK ADVISOR**	2703	2703	2703
M.H.S. NATIONAL HONOR SOCIETY	1174	1174	1174
M.H.S. NEWSPAPER ADVISOR**	1911	1911	1911
TEMPO DIRECTOR **	1019	1019	1019
TEMPO ART DIRECTOR**	666	666	666
BAND DIRECTOR	2573	2573	2573
CHORAL DIRECTOR	1981	1981	1981
MODEL LEGISLATURE DIRECTOR	565	565	565
ALL-STATE BAND DIRECTOR	977	977	977
ALL-STATE CHORUS DIRECTOR	977	977	977
ACADEMIC DECATHLON ADVISOR	1273	1273	1273
FLAG TEAM ADVISOR	1372	1372	1372
US FIRST	1646	1646	1646
COMMUNITY SERVICE **	1588	1588	1588
MOCK TRIAL	1123	1123	1123
J.H.G. ASTRONOMY CLUB	2109	2109	2109
J.H.G. ART CLUB	1174	1174	1174
J.H.G. TECH.ED./ROBOTICS CLUB	1372	1372	1372
J.H.G. YEARBOOK ADVISOR	1408	1408	1408
J.H.G. STUDENT COUNCIL ADVISOR	1408	1408	1408
J.H.G. COMPUTER CLUB	1174	1174	1174
J.H.G. DRAMATICS ADVISOR	1174	1174	1174
NATURAL HELPERS	1135	1135	1135
VHS COORDINATOR	3546	3546	3546

** The teachers who hold these positions will not receive their stipend in years when the activity is a course and does not take place after school.

New positions shall be processed for approval by the School Committee through the ordinary budget and approval process.

**APPENDIX III
COACHES**

CRITERIA FOR COACHES' SALARIES AS OFFERED

1. Length of Season

- a. short- - 10 weeks - 2 points
- b. medium- 11-15 weeks - 4 points
- c. long- 16 or more weeks- 6 points

2. Level of Responsibility

- a. Head Coach - 5 points
- b. Freshman Coach - 3 points
- c. Assistant Coach - 75% of Head Coach

3. Nature of Sport

- 2 out of 3 - high = 5 points
- 2 out of 3 - low = 1 point
- Everything else = 3 points

a. Number of participants

- 1. under 10 -small
- 2. 11-25 -medium
- 3. 26-40 -large
- 4. 40+ -very large

b. Number of events/skills taught

- 1. 1-4
- 2. 5-8
- 3. 9 or more

c. High injury risks

- 1. Football
- 2. Gymnastics
- 3. Wrestling

Experience Chart

1 - 4 years experience	-	-	\$75
5 - 8 years experience	-	-	\$125
9 - 12 years experience	-	-	\$175
13 - 15 years experience	-	-	\$225
16 - 20 years experience	-	-	\$275
21+ years experience	-	-	\$325

Experience shall be in the sport as a coach or assistant coach at the high school level or above.

2009-2010	2010-2011	2011-2012
\$ 274	\$ 274	\$ 274

Points + Experience

<u>Athletic Director</u>	25
Volleyball	12
Assistant Volleyball	75%
Softball.....	12
Assistant Softball	75%
Gymnastics	14
Basketball (Both)	14
Assistant Basketball	75%
Fall Cheerleading	10
Winter Cheerleading	10
Football.....	16
Assistant Football (All)	75%
Wrestling.....	14
Assistant Wrestling	75%
Cross Country	10
Assistant Cross Country	75%
Outdoor Track (Both)	14
Assistant Outdoor Track	75%
Baseball.....	14
Assistant Baseball	75%
Tennis (Both)	10
Golf.....	8
Soccer.....	12
Assistant Soccer	75%
Swimming.....	14
Hockey.....	14
Assistant Hockey	75%
Athletic Trainer	20
Varsity Lacrosse.....	12
Assistant Lacrosse.....	75%
Indoor Track	12

Freshman

Football	10
Assistant Football	75%
Basketball.....	10
Baseball.....	10
Wrestling	8

Gaudet

Baseball -6 th , 7 th and 8 th	8
Basketball-6 th , 7 th and 8 th	8
Cross Country- 6 th , 7 th and 8 th	6
Softball...6 th , 7 th and 8 th	8
Wrestling ...6 th , 7 th , and 8 th	8

Point values are subject to annual review and approval by the Athletic Director and the Superintendent.

MEMORANDUM OF AGREEMENT

**#1
1994**

***PROPOSAL
BETWEEN THE
MIDDLETOWN SCHOOL COMMITTEE
AND THE
NEA MIDDLETOWN**

A. The Middletown School Committee and the Middletown Teachers Association agree that programs which provide increased opportunities for teacher involvement in building-level decision making (Site based decision making program) can foster the collegial exchange of ideas and information so necessary for effective professional practice and improve the education process. Accordingly, it is the official policy of the Middletown Public Schools. Said policy is more specifically set forth in that policy statement entitled Shared Decision Making a copy of which is attached hereto and has been adopted by the Middletown School Committee.

B. The Superintendent and the President of the Association will meet at least once each month to discuss the development and implementation of site based decision making programs in the Middletown Public Schools. The Superintendent and the Building Principals will comply with any reasonable request from the Association for information regarding a proposed or implemented site-based decision making program.

C.1 If any aspect of a site-based decision making program is contrary to the terms of the Collective Bargaining Agreement, said aspect will not be implemented unless a written waiver is obtained, the Collective Bargaining Agreement will be deemed modified only to the extent necessary to implement this aspect of the program.

C.2 Except to the extent waived pursuant to paragraph 1 above, the Collective Bargaining Agreement will remain in full force and effect and have full application to the employees who are affected by a site-based decision making program.

D. If the Association concludes that a proposed or implemented site-based decision making program is not in the best interests of the employees in the bargaining unit, it will so notify the Superintendent and the relevant building principal in writing. The program in question will not be implemented, or if

already implemented, will be modified or terminated within thirty (30) days after said notice has been received.

E. Any dispute that may arise regarding the development or implementation of a site-based decision making program will be subject to the grievance procedure set forth in Article XX of the Collective Bargaining Agreement.

Participative Management
Site-Based Decision Making Programs.

Philosophy

It is the goal of the Middletown School Committee to achieve excellence in teaching, student achievement, community involvement and general operations throughout the Middletown Public Schools. It is the conviction of the Middletown School Committee that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of the employees of the District. Therefore, it shall be the policy of the District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged. Specifically, excellence in management shall be understood to be that management which:

- encourage participation and creativity among staff;
- builds commitment to shared goals;
- structures employee involvement so employees are routinely involved in decisions which affect them;
- sets a high priority on advocating for ideas generated by subordinates;
- develops a strong sense of trust and collegiality among all staff members in the pursuit of the goal of excellence.

Therefore, all supervisory personnel including principals, assistant principals and superintendents, shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the District and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work and achievement of our common goals of excellence.

NEA Middletown

Middletown School Committee

Michael Crowley, President

Barbara Von Villas, Chair

**MEMORANDUM OF AGREEMENT
#2
BETWEEN THE
MIDDLETOWN SCHOOL COMMITTEE
AND THE
NEA MIDDLETOWN**

A letter of Agreement shall be executed acknowledging that the School Department may require, under the terms of the existing Contract, teachers to attend one (1) open house per school year.

**MEMORANDUM OF AGREEMENT
#3
BETWEEN THE
MIDDLETOWN SCHOOL COMMITTEE
AND THE
NEA MIDDLETOWN**

A. The NEAM believes that high standards within the teaching profession and continuous improvement in professional practices are the cornerstones of the profession. A mentoring program is one appropriate mechanism for achieving these objectives. The primary purpose of this program will be to provide assistance to improve professional practices, retain promising teachers and build professional knowledge to improve student success.

B. NEAM and Middletown School Department will create a committee to establish a Mentorship Program and a process for the selection of mentors. The NEAM and the Middletown School Department will establish subcommittees to oversee that implementation and the evaluation of the mentoring program.

C. With cooperation from NEAM, the Middletown School Department shall assign a mentor to all nontenured teachers and all teachers who have changed subject or grade level. Any teacher may request to be mentored, which request shall be granted by the Middletown School Department. The mentorships for teachers who change subjects or grade level shall last no more than one (1) semester in the transition year. All teachers, without prior experience, shall be assigned a mentor during their first and second years of employment. Teachers with prior experience, who are newly employed by Middletown, shall be assigned a mentor for one semester, unless declined by mentee. Any teacher involuntarily transferred/displaced to a different area of certification shall be assigned a mentor for one semester, unless declined by the mentee.

All teachers hired after July 1, 1996, may be administratively directed into the mentorship program by the Superintendent or designee, if the Superintendent or designee agrees with such a recommendation of the teacher's principal. All administratively directed tenured (hired after July 1, 1996) mentorships shall last no more than one (1) semester. A tenured (hired after July 1, 1996) teacher may not be administratively directed into the mentorship program more than one time per school year.

D. A mentor will be assigned to one (1) new hire mentee for two (2) years, unless a request for change is made to the Superintendent by either party. Compensation for mentors shall be eight hundred fifty dollars (**\$850.00**) per year. Total compensation for one (1) semester mentors shall be four hundred twenty five dollars (**\$425.00**) for up to a load of two (2) transfer mentees per semester or one (1) administrative directed mentee. The minimum contact time shall be fifteen (15) hours for a semester and thirty (30) hours for a school year. Time sheets shall continue.

E. Release time will be provided for at least three (3) observational visits and system-wide mentor/mentee meetings. Absent a voluntary agreement by the mentor/mentee, implementation of the program shall take place only within the contractual time limits of the year and work day (See Article III, F.4 and VI A, C).

F. Any documentation that results from the mentoring relationship will be confidential, and will not be included in the participant's personal file. The fact that a teacher was administratively directed into the mentorship program shall not be used or noted in the teacher's evaluation report. Likewise, it shall not be used in any action brought against a teacher, disciplinary or otherwise.

G. The mentorship program will be evaluated by the NEAM and the Middletown School Department annually.

H. NEAM assumes no financial responsibility for the mentorship program and shall not seek any administrative reimbursement from the School Committee.

MEMORANDUM OF AGREEMENT
#4
BETWEEN THE
MIDDLETOWN SCHOOL COMMITTEE
AND THE
NEA MIDDLETOWN
1998

The NEAM will cooperatively develop with administration and technical support from RIDE, universities/colleges, etc., an evaluation instrument that outlines teaching standards and competencies for all staff.

A. During the interim, the current evaluation instrument will be utilized for the teacher evaluation process.

B. The new evaluation instrument will be implemented by the final year of the Contract.

C. The Committee will explore alternate forms of evaluation such as professional teaching portfolios that may be used when mutually agreed upon by the teacher and the building principal or his/her designee.

MEMORANDUM OF AGREEMENT
#5
BETWEEN THE
MIDDLETOWN SCHOOL COMMITTEE
AND THE
NEA MIDDLETOWN

The Superintendent may at his discretion allow up to three (3) certified NEAM members to job sharing (job splitting). At the end of the school year, each participating staff member will return to his/her original position. If an approved job share includes hiring an additional certified person, that person will be hired on a "one year only."

Approved and dated: September, 22, 1997.

MEMORANDUM OF AGREEMENT

#6

**BETWEEN THE
MIDDLETOWN SCHOOL COMMITTEE
AND THE
NEA MIDDLETOWN**

It is understood that it is the responsibility of the School Department to provide appropriate information, training, and support for teachers working with students with special needs to insure a satisfactory educational experience for all students in the classroom. Accommodations such as class size, physical adaptations of the room and equipment, supportive personnel, and other accommodations, will be made on an individual basis and reflect the specific needs of the student(s) involved consistent with the student's Individual Education Plan.

MEMORANDUM OF AGREEMENT

#7

**BETWEEN THE
MIDDLETOWN SCHOOL COMMITTEE
AND
NEA MIDDLETOWN**

NEAM will cooperatively develop with the administration Job Fair language to be approved by June 1, 2003.

**MEMORANDUM OF AGREEMENT
#8
BETWEEN THE
MIDDLETOWN SCHOOL COMMITTEE
AND
NEA MIDDLETOWN**

A committee, comprised of one central office administrator, three building administrators appointed by the administration, and four teachers appointed by NEAM, as well as two mutually agreed upon community members will be developing and implementing a plan to support the need of flextime options to meet family schedules by June 2003.

Implementation of flex time building position schedules must be mutually determined and agreed upon by the building principal, teacher, NEAM and the Superintendent or his/her designee.

Implementation of flex time for district positions will be mutually determined and agreed upon by the building principal, NEAM and the Superintendent or his/her designee.

**MEMORANDUM OF AGREEMENT
#9
BETWEEN THE
MIDDLETOWN SCHOOL COMMITTEE
AND
NEA MIDDLETOWN**

The Outreach Social Worker position employed by the Middletown Public Schools will work the same number of days and hours as all certified staff. However, twenty of these 181 days will be flexed, when school is not in session. Hours will be flexed, between 8:00 a.m. and 9:00 p.m.

The Outreach Social Worker will be compensated at the step and class commensurate with experience per contract.

Exhibit #1
Benefit Summaries

Middletown Teachers Group #60		
July 2002		
	Plan A	Plan B
General Information		
Coverage Levels	<p>In network - Eligible services are covered in full, less any applicable copayments and/or coinsurance, when a member uses BlueCard PPO Network providers. Members will not be billed for charges beyond the plan allowance. Out-of-network - Members may also choose to receive treatment outside the BlueCard-PPO Network and still receive coverage at 80% of our allowance, less any deductibles -and/or copayments as noted below.</p>	<p>In network - Eligible services are covered in full, less any deductibles and/or copayments, from a broad network of hospitals and physicians. Members will not be billed for charges beyond our allowance. Out-of-network - Members may seek care from any non-participating provider and still receive coverage up to our allowance-</p>

<p>Participating Provider Network</p>	<p>With our BlueCard PPO Network, a member's Blue Cross card is recognized at any Blue Cross participating PPO provider nationwide. In most cases, claims are filed by the provider and paid based on the local plan's allowance. Members will not be balance billed beyond applicable copayments. The Preferred Blue network is Blue Cross & Blue Shield of Rhode Island's (BCBSRI) designated BlueCard PPO Network. Nationwide Network includes over 600,000 doctors and over 8,000 hospitals-</p>	<p>With our BlueCard Program, a member's Blue Cross card is recognized at any Blue Cross participating provider nationwide- to most cases, claims are filed by the provider and paid at the local plan's allowance. Members will not be balance billed beyond applicable deductibles and copayments. Nationwide network includes over 690,000 doctors and over 9,000 hospitals.</p>
<p>Preauthorization</p>	<p>Authorization is obtained by providers who participate directly with BCBSRI. Members are responsible for obtaining preauthorization when using other Blue Cross Plans' BlueCard PPO providers or non-network providers. Failure to obtain preauthorization may result in member being responsible for all charges deemed by us not to be medically necessary- Benefits in this comparison subject to preauthorization are identified by an asterisk (*).</p>	<p>Authorization is obtained by providers who participate directly with BCBSRI. members are responsible for obtaining preauthorization when using other Blue Cross Plans' BlueCard providers or non-network providers. Failure to obtain preauthorization may result in member being responsible for all charges deemed by use not to be medically necessary. Benefits in this comparison subject to preauthorization are identified by an asterisk (*)</p>

Annual Deductibles	No Deductable in network. Out-of-Network- \$200 annual deductible per person (3 per family).	\$100 per person (2 per family) for major medical services (covered at 80%).
Out-of-Pocket Maximum	Out-of-network benefit increased to full coverage after maximum annual expense of \$3,000 per individual (3 per family) is met- (The out-of-network deductible, infertility treatment coinsurance, office visit copayments, and any prescription drug copayments are not applied to the out-of pocket maximum; therefore, the benefit is not increased to 100%.)	Not applicable
Lifetime maximums	Unlimited	\$1,000,000 - for major medical services (covered at 80%)
Preventive Outpatient Services		
Office Visits (Personal Physician)	\$10 copayment – includes annual physicals and well-baby visits	\$10 copayment – includes well-baby care. 80% after deductible – includes annual physicals and urgent care
Office Visits (Specialists)	\$10 copayment (\$15 copayment allergist & dermatologist) includes routine and non-routine visits; annual gynecological exam. Prenatal visits, pap smears, and mammograms are covered in full.	80% after deductible - includes routine and non-routine office visits; annual gynecological exam. Prenatal visits, pap smears, and mammograms are covered in full.
Routine Eye Exam	\$10 copayment – one routine exam per calendar year at network providers (medically necessary exams as needed).	Routine eye exams are not covered. 80%° after deductible - non-routine exams only
Lab & X-Ray	100% coverage at network lab and x-ray facilities...	100% coverage

Outpatient Surgery	100% coverage -includes ambulatory surge-centers and outpatient surgery.	100% coverage -includes ambulatory surge-centers and outpatient surgery.
Prescriptions	<p>\$5 copayment for generic drugs/\$15 copayment for preferred brand name drugs/\$30 copayment for no preferred brand name drugs for each 30-day supply of maintenance and non-maintenance medications at any network pharmacy. Drugs purchased at non-network pharmacies will be reimbursed at 80% of our allowance minus a \$30 copayment.</p> <p>Chemotherapy is covered at 100% for a cancer diagnosis- Chemotherapy for a noncancerous diagnosis and inject able drugs are covered with the applicable copayment when purchased at a participating pharmacy. Chemotherapy for a non-cancer diagnosis and inject able drugs supplied in a physician's office and/or outpatient hospital are covered at 80%.</p> <p>Insulin requires a \$15 brand name copayment. Oral and inject able infertility medications will be covered with a 20% copayment. Mail Service - Up to a 90-day supply for two copayments of most medications.</p>	<p>20% copayment after deductible at any network pharmacy for each 30-day supply. Drugs purchased at nor-network pharmacies will be reimbursed at 80% of our allowance after deductible.</p> <p>Mail Service - Up to a 90-day supply for a 20% copayment of most medications.</p>

Emergency and Urgent Care		
Emergency Room	\$25 copayment for treatment of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson could reasonably expect serious jeopardy to the health of the individual, or in the case of a pregnant woman, the health of the woman or her unborn child; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part (copayment waived if admitted).	\$25 copayment for treatment of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson could reasonably expect serious jeopardy to the health of the individual, or in the case of a pregnant woman, the health of the woman or her unborn child; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part (copayment waived if admitted).
Urge-Centers	\$10 copayment.	80% after deductible.
Inpatient Services		
Hospitalization*	100% coverage for unlimited days of care in a semiprivate room -includes medical/surgical and maternity care Skilled Nursing Facility covered when medically necessary.	100% coverage for 365 days of care in a semiprivate room -includes medical/surgical and maternity care. Skilled nursing facility covered when medically necessary.
Inpatient Rehab Facility*	100% coverage. Limited to 45 days of care per calendar year.	100% coverage. Limited to 45 days of care per calendar year.
Organ Transplant	Transplant related benefits and services are coordinated through our Nurse Transplant Coordinator- Coverage includes, but is not limited to: inpatient hospital and physician services.	Transplant related benefits and services are coordinated through our Nurse Transplant Coordinator. Coverage includes, but is not limited to: inpatient hospital and physician services.

Behavioral Health Care		
Please Note: Benefits subject to change if pending Federal parity legislation is enacted into law.		
Inpatient Mental Health Care*	100% coverage for an unlimited number of days	100% coverage for 365 days per admission or 120 days per admission. 80% coverage for days over the limit and are subject to the annual deductible and lifetime maximum.
Outpatient/Office Mental Health Care	\$15 copayment per individual session/\$10 copayment per group session- Up to 30 visits per member per calendar year. Medication visits are unlimited.	80% coverage- Subject to the annual deductible and lifetime maximum,
Inpatient Chemical Dependency*	100% coverage Detoxification -Up to 5 admissions or 30 days in any calendar year, whichever comes first. Rehabilitation - Hospital or community residential care services covered up to 30 days per calendar year,	100% coverage, Detoxification - Up to 5 admissions or 30 days in any calendar year, whichever comes first. Rehabilitation - Hospital or community residential care services covered up to 30 days in any calendar year.
Outpatient Chemical Dependency	\$15 copayment per individual session/\$10 copayment per group session- Up to 30 hours per member per calendar year for facility-based or office-based counseling	80% coverage for up to 30 hours per member per calendar year for facility based or office based counseling Subject to the annual deductible and lifetime maximum.
Additional Services		
Physical & Occupational Therapy – Outpatient	100% coverage in the outpatient hospital department following a hospital stay- 80% coverage in provider's office	80% coverage after deductible.

Speech Therapy*	Covered as long as services are not or would not have been provided under RI State Law for special education of handicapped children. Inpatient services are covered in full. Outpatient or doctors office services covered at 80%. Requires preauthorization.	Covered as long as services are not or would not have been provided under RI State Law for special education of handicapped children. Inpatient and outpatient services are covered up to 80%. Requires preauthorization. Benefit reduction of 50% for non-authorized services performed by non-participating providers or other plan providers.
Chiropractic Medicine	\$10 copayment Limited to 12 visits per calendar year.	80% coverage after deductible.
Ambulance	80% coverage for emergency services only. Water and air ambulances - limited to \$3,000 per occurrence.	80% coverage after deductible for emergency services only. Water and air ambulances - limited to \$3,000 per occurrence.
Durable Medical Equipment	80% coverage- No dollar maximum.	80% coverage after deductible.
Home Health & Hospice Care*	100% coverage if received as part of an approved home care program (in lieu of hospitalization) - includes doctor, nurse, home health aide visits, and home infusion therapy.	100% coverage - includes doctor, nurse, home health aide visits, and home infusion therapy.
Depending Coverage	Spouse is eligible for coverage. Unmarried dependent children are eligible for coverage until January 1 after their 19 th birthday (or age 25 if a full-time student).	Spouse is eligible for coverage. Unmarried dependent children are eligible for coverage until January 1 after their 19 th birthday (or age 25 if a full-time student).

Customer Education & Intervention Strategies		
<p>Programs</p>	<p>Health Promotions and Health Management - Programs include identification, treatment, and prevention of various diseases (e.g., asthma, diabetes), prenatal education, reminder letters for preventative health (e.g., mammography, pap tests, prostate screening)</p> <p>Advantage Program - Discount programs on health clubs, related products, and services. Freedom Advantage -Offers discounts on auto and home Insurance</p> <p>Good Health Benefit- Optional wellness program is offered for an additional expense- This program is customized to your workforce (smoking cessation, weight reduction, stress management, etc).</p>	<p>Health Promotions and Health Management - Programs include identification, treatment, and prevention of various diseases (e.g., asthma, diabetes), prenatal education, reminder letters for preventative health e.g., mammography, pap tests, prostate screening).</p> <p>Good Health Benefit- Optional wellness program is offered for an additional expense- This program is customized to your workforce (smoking cessation, weight reduction, stress management, etc).</p>

Created on 11/25/2001

Notes