

AGREEMENT
BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND
SCHOOL ADMINISTRATORS ASSOCIATION
OF NEW HAVEN

JULY 1, 2007-JUNE 30, 2011

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AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the New Haven Board of Education (hereinafter referred to as the "Board") and the School Administrators Association of New Haven, AFSA, Local #18, AFL-CIO (hereinafter referred to as the "Association").

ARTICLE I - General

Section 1

This Agreement is negotiated under Section (a) through 10-153(g) of the General Statutes of the State of Connecticut, as amended, in order:

(a) To fix for its term the salaries and all other conditions of employment provided herein, and;

(b) To encourage and abet effective and harmonious working relationships between the Board and the Administrative Staff in order that the cause of public education may best be served.

Section 2

The Board and the Association recognize the importance of responsible participation by the entire professional staff in the education process, planning, development and growth. To this end both parties agree to maintain communication to inform about programs, to guide in development and to assist planning and growth either by committee, individual consultation or designated representatives.

Section 3

This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the specific provisions of this Agreement for the duration of the Agreement unless changed by the mutual consent of both parties. Previously adopted policies, rules or regulations of the Board of Education in conflict with this Agreement are superseded by this Agreement.

Section 4

The Board and the Association agree to continue their policies of not discriminating against any bargaining unit member on the basis of his or her race, color, religious creed, age sex, sexual orientation, marital status, national origin, ancestry or present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness.

ARTICLE II - Recognition

The Board hereby recognizes the Association as the exclusive representative for purposes of collective bargaining pursuant to Connecticut General Statutes, Section 10_153(a)-(g), as amended, for all certified professional employees employed by the Board in positions requiring an intermediate administrator or supervisor's certificate, or the equivalent thereof, and Department Heads, but excluding the Superintendent of Schools, Assistant Superintendent of Schools, the Director of Staff Placement, Evaluation, and Development, certified professional employees who act for the Board of Education in negotiations with certified professional personnel or are directly responsible to the Board for personnel relations or budget preparations and all non-certified employees of the Board.

ARTICLE III - Board Rights

Section 1

Nothing in this Agreement shall limit or contravene the authority of the Board as provided in the General Statutes of Connecticut and Charter of the City of New Haven. The Board shall not, however, exercise any of this authority so as to contravene a specific provision of this Agreement.

ARTICLE IV - Professional Obligations and Working Rules

Section 1

The Board and the Association recognize and agree that the administrators' responsibility to their students and teachers and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the administrators are entitled to regular time and work schedules on which they can ordinarily rely to the extent possible throughout the school system. Therefore, in accordance with the above, the following schedules are hereby adopted:

(a) Daily Schedule - Personnel covered by the administrative supervisory's salary schedule shall work at their assigned duties for at least eight (8) hours per day; a duty-free lunch period to be taken at a time agreed to by the Area Director shall be provided.

(b) Yearly schedule - The work year of personnel covered by the administrative supervisory staff salary schedule shall be as follows:

1. Persons covered hereunder on a ten (10) month work year will be in the school (1) week in advance of the date when all members of the staff are required to be on duty, and shall at the end of the year, remain available one (1) week after staff members have left at the close of the school year. In the event the latter five (5) days fall in the new fiscal year, then said ten (10) month administrators will be paid according to the previous salary schedule. Such persons shall

be relieved from duty during all school holidays and all scheduled school vacation periods, provided, however, that the superintendent reserves the right, as the need of the school system may require, to determine the period when such persons may take their holiday and vacation time.

2. Persons on a twelve (12) month work year are required to be on duty at all times, except for a period of four (4) weeks each year and two (2) of the following vacation periods, if applicable, during the school year: one (1) week of the Christmas recess, one (1) week of the winter recess, one (1) week of the spring recess. However, the Superintendent, in his sole discretion, shall determine when a particular administrator shall be permitted to take vacation as noted above. However, each employee is entitled to 29 vacation days during the school year.

ARTICLE V - Promotions

Section 1

All vacancies in promotional positions caused by death, retirement, discharge or resignation and all promotional positions hereafter created, when such positions are to be filled, shall be filled pursuant to the following procedures, except as otherwise provided in Article VII, Section 2 of this Agreement.

(a) Such vacancies shall be adequately publicized, including a notice in every school (through Superintendent's Bulletin or otherwise) for at least ten (10) school days prior to the filling of the vacancy.

(b) Information concerning salary and job descriptions shall be available in the office of each school or may be obtained from the Director of Staff Placement, Evaluation and Development.

(c) Administrators who desire to apply for any such vacancy which is a promotional position for them shall apply in writing and file their applications within the ten day period referred to in Section (a) hereof with the Director of Staff Placement, Evaluation and Development.

(d) Such vacancy shall be filled on the basis of fitness and qualifications for the vacant post, provided, however, that where two or more applicants in the New Haven School System are substantially equal in fitness and qualifications, the applicant with seniority in the New Haven School System shall be given preference.

(e) Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrative or supervisory level, including, but not limited to, positions such as assistant superintendent, director, supervisor, assistant supervisor, principal, assistant principal, head counselor, housemaster, and middle and high school department head.

(f) All vacancies (as defined above in the case of promotional positions) for special project administrators shall also be filled pursuant to the procedures set forth in Section I above.

(g) Wherever a given job has certain state certification requirements, all future appointees thereto shall be certified in supervision or administration by the Connecticut Department of Education.

(h) Acting appointments to a vacant position shall, as a general rule, be effective no longer than one (1) year, provided, however, at the time of appointment there are no administrators certified and qualified for such position who have applied therefor or administrators who would be available to fill such vacancy by virtue of their position on the reappointment list, certification and qualifications.

(i) Preference shall be given to qualified administrators currently employed by the Board over applicants of relatively equal qualifications from outside the district.

(j) No administrator shall lose step upon promotion.

Section 2

When a new administrative position is created by the Board or a job description is changed, a job description will be prepared by the Superintendent, and the job will be placed ("slotted") in a salary group which requires similar or comparable duties and responsibilities and shall then be presented to the Association. If the Association believes that the position has not been placed in the proper salary group ("slotted") by the Superintendent or believes that a new salary group should be created, it may request a meeting with the Superintendent or his representatives to discuss the placement ("slotting") of the job. If agreement is not reached between the Superintendent and the Association, the Superintendent may make the position and the placement effective, but the Association may process a grievance pursuant to Article XVII (Grievance and Arbitration). If the Arbitrator finds the placement ("slotting") of the position by the Superintendent to be inconsistent with the relative duties and responsibilities, any placement ("slotting") or newly created group and salary subsequently arrived at by the Arbitrator which requires higher pay than the original placement ("slotting") shall be retroactive to the date the grievance claiming an improper slotting was filed.

ARTICLE VI -Transfers and Assignments of Administrators

Section 1. Voluntary Transfer

(a) Administrators may apply for administrative positions which may become open and which the Board intends to fill. All such applications must be filed in writing by the interested administrator with the office of the Director of Staff Placement, Evaluation, and Development by March 1, annually. No application can be made for a position in a higher paid group.

(b) If the administrator wishes to be considered for more than one position, then the administrator shall list his choice of schools and positions requested in the order of his preference.

(c) In deciding upon an application for transfer to an open position, the Superintendent will consider the qualifications, length of the administrator's service in the system as an administrator, whether he has ever been in such position or similar position previously, and if so, his performance when so assigned, the wishes of the administrative applicant, as well as the availability of the position, the needs of the particular school and/or position, and the needs of the system before making his award of the position to any person. No such transfer will be approved if it impairs the right of any other administrator or former administrator then on the reappointment list.

(d) No administrator shall lose step upon transfer.

Section 2. Involuntary Administrative Transfers/Reclassifications

In the event of any change or reclassification by the Board in formulas for determining position differentials or of administrative/supervisory positions or in the event of any transfer or reassignment, the administrator or administrators affected thereby shall be paid the salary called for in the new position as long as it does not result in a reduction in pay, provided that in the event of transfer or reassignment by reason of discontinuance of a position or on grounds of lack of competence or proper qualifications to hold or carry out the duties of the former position, the administrator or administrators affected thereby shall be paid the salary called for in the new position whether or not a reduction. The issue of competence or proper qualifications as aforesaid shall be specifically subject to the grievance procedure provided in Article XVII of the Agreement.

(a) Administrators involuntarily transferred should be furnished with a letter to be placed in their personnel files and a copy for their personal files, stating the reason for their transfer.

(b) An administrator involuntarily transferred to a new assignment to begin in September may be paid a pro-rated amount of his ten (10) month annual base salary for one (1) month's time for time spent to prepare for his new assignment during the summer. Such time spent during the summer shall not be paid for by the Board unless the Superintendent gives his prior written approval for the spending of such time.

Section 3. Reduction of Administrative Staff/Elimination of Position

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff when economic, pupil enrollment decline, and other justifiable reasons dictate.

If, in the Board's opinion, it is necessary to reduce the administrative staff within particular administrative classifications, it shall be on the basis of length of administrative service within the New Haven Public School System, certification and qualifications.

In order to promote an orderly reduction in the administrative personnel, the following procedure will be used.

(a) Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening if one exists, in his/her classification for which he/she is certified, qualified, and had previous experience in the City of New Haven.

(b) If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her present classification.

(c) If there is no existing administrative opening in his/her classification and the displaced administrator has the least seniority in his classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which he/she is certified and qualified and in which he/she has had previous acceptable experience.

(d) If there are no existing administrative openings in any administrative classifications, and the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in another classification for which the displaced administrator is certified and qualified and in which he/she has had previous experience, the displaced administrator will be offered such position; provided, however, such appointment does not constitute a promotion.

(e) If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified.

(f) If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, she/he will be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teaching experiences both within and outside the school system, and shall retain all accumulated sick leave.

(g) In the event an administrator is displaced to an administrative classification or teaching position with a salary schedule lower than that which the displaced administrator previously enjoyed, such administrator's salary shall not be reduced more than one thousand dollars (\$1,000) per year until the appropriate level on such salary schedule is reached.

(h) A displaced administrator who receives a position in another administrative classification shall be paid on the same salary step for such position as his/her previous administrative position.

(i) Any administrator who has been displaced as aforesaid shall be placed on a reappointment list for three (3) years for his former administrative position or another similar administrative position of comparable pay and shall remain thereon until reappointed, provided such administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified and in which they have previous acceptable experience, according to their administrative seniority in the New Haven Public School System. If a reappointment is offered consistent with the above and is refused by the administrator, he/she shall thereupon be removed from the reappointment list.

(j) The classifications referred to above are as follows:

- (1) Executive Directors
- (2) Directors, Directors of Instruction
- (3) High School Principals
- (4) Middle School Principals, K-8 Principals
- (5) Elementary School Principals
- (6) Assistant Principals
- (7) Supervisors
- (8) Assistant Supervisor/Coordinators
- (9) Department Heads

Section 4

A 10-month principal assigned to more than one school shall be paid according to Group E of the Administrative Supervisory Salary Schedule for the duration of such assignment. A principal who is assigned to more than one school who subsequently is reassigned as a principal of only one school shall be paid according to the appropriate salary group reflective of the size of the school and number of full-time teachers assigned to that school.

ARTICLE VII - Evaluation Files of Administrators

Section 1

Each administrator shall be evaluated at least once during each year of this Agreement. Administrators shall have the opportunity to review and discuss their evaluation with their Supervisors and shall have the right to receive copies of their individual evaluation reports if they request such. The administrator shall acknowledge that he has read his evaluation report by affixing his signature in the space provided for such purpose and such report shall then be placed in his personnel file. A signature of an administrator only signifies that he has read the report—not that he agrees with its content

Section 2

The administrator shall have the right to answer any material filed in his personnel file and such answer shall be attached to the file copy. Upon reasonable request, an administrator shall be allowed to examine his personnel file. He shall also be allowed to make one copy of any material in his file upon reasonable notice and at his own expense.

Section 3

Any material in an administrator's personnel file shall be removed therefrom or modified when it is deemed inaccurate, improper or unfair when determined by court order or arbitration award.

Section 4

Administrators shall comply with all directives of the Superintendent concerning the evaluation of tenure and non-tenure teachers and shall evaluate such teachers when required by such directives. Administrators shall sign all evaluations in which they participate.

ARTICLE VIII - Supplies and Office Equipment

Section 1

The Board will insure that each administrative unit shall have all the office equipment and supplies consistent with Board policy necessary to do the work required.

Section 2

The Board will take whatever steps are necessary to attain the goal of uniformity in all records and reports.

Section 3

The Board of Education will provide sufficient clerical help to see to it each administrator's office is properly run and maintained.

ARTICLE IX - Administration

Section 1

The Board recognizes that the principal is charged with the responsibility of the administration of the program within the building to which he is assigned and must make decisions necessary to the proper operation and maintenance of the building, provided such

decisions are in keeping with the policy of the Board of Education and the Administrative regulations of the Superintendent.

Section 2

Principals shall be consulted regarding special and federal programs so that such programs may be part of the overall school program in that building.

Section 3

The principal shall be in charge of all disciplinary problems of the school to which he is assigned, but shall handle same in a manner consistent with Board policy and administrative regulations of the Superintendent.

ARTICLE X - Rights of Association

Section 1

The Superintendent agrees to make available to the Association President a copy of the Agenda of the next public meeting of the Board of Education at least one (1) school day prior to the Board's next public meeting.

In the event a public Board meeting is held during a school day, release time will be provided for the President of the Association or his designated alternate to attend the meeting.

Section 2

In the event the Association feels it needs any public information from the Board so as to allow the Association to better negotiate a successor to this Agreement or process any grievance or appeal, the Association will put such request in writing and send it to the Superintendent who shall provide such information within one (1) week after receipt of such written request, unless otherwise prohibited by law or court order.

Section 3

A copy of all master contracts between the Board of Education and all organizations having collective bargaining agreements with the Board of Education shall be made available to the Association upon ratification of said contracts.

Section 4

The Board shall make available the minutes of all official Board meetings (other than those taken in executive session), upon acceptance by Board action, to the President of the Association.

Section 5

The Association President or his designee shall be allowed a maximum of three (3) days release time per year as necessary to conduct Association business outside the district, providing reasonable notice is given to the Superintendent, and providing adequate coverage of his/her administrative duties can be arranged.

ARTICLE XI - Protection

Section 1

In accordance with the Superintendent's Administrative Directives, all administrators shall promptly report all incidents which occur in their schools or within their area of responsibility. Any administrator involved, or alleged to be involved, in the incident to be reported shall not be required to make such report as aforesaid, but shall promptly delegate the responsibility therefore to another administrator.

Section 2

The Board and the Superintendent shall comply with any reasonable request of the administrator for information in his or the Board's possession not privileged under law and which relates to any incident allegedly involving the administrator.

Section 3

(a) In accordance with the provisions of Section 10-235 of the General Statutes, the Board shall protect and save harmless any administrator from financial loss and expense, including legal fees and court cost, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property within or without the school building, or any other acts resulting in any injury, which acts are not wanton, reckless or malicious provided such administrator, at the time of the acts resulting in such injury, damage or destruction, was acting in the discharge of his duties or within the scope of his employment or under the direction of the Board.

(b) If criminal proceedings are brought against an administrator alleging an assault while acting in the scope of his employment, such administrator may request the Board to furnish legal counsel to defend him in such proceedings. If the Board does not provide such counsel, and the administrator prevails (including a nolle or dismissal) in the proceedings, then the Board shall reimburse the administrator a reasonable attorney's fee in defending the proceeding. The Board shall have no obligation under this paragraph if the administrator is found guilty.

Section 4

(a) Whenever an administrator is absent from school as result of personal injury, compensable under the Connecticut Workers' Compensation Law, and caused by an assault

arising out of and in the course of his employment, he shall be paid his full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave as long as he/she is receiving worker's compensation. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Workers' Compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the administrator examined by a physician selected by the administrator from a list of at least four (4) physicians designated by the Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing his duties. In the event there is no adjudication under Workers' Compensation or no physician's examination by a physician selected from the aforesaid Board list, then the opinion of the administrator's own physician as to the period of disability shall control.

(b) The Workers' Compensation Preferred Provider Program shall govern this Section were applicable.

Section 5

Notification of any complaint pertaining to an administrator which is received by the Central Office shall be forwarded promptly to the administrator involved. An official complaint must be in writing and the Superintendent shall make a determination as to the validity of the complaint within six (6) weeks from the date of its receipt. If the complaint against the administrator is determined by the Superintendent to be valid, the administrator against whom the complaint was filed may file a grievance at Step 2 of the Grievance Procedure in this Agreement within the time limits therein specified.

ARTICLE XII - Benefit Program

Section 1. Accident Benefits

(a) Whenever an administrator is absent from school as a result of a personal injury compensable under the Workers' Compensation Law of Connecticut and caused by an accident (other than an assault) arising out of and in the course of his employment, he may elect to charge all or part of such absence during the period of temporary disability due to the accident to the sick leave days to his credit under the Board's rules and regulations pertaining to sick leave, in which event (a) he shall receive the sick leave pay to which he is entitled for the period so charged to his sick leave credits less the amount of any Workers' Compensation award made for temporary disability due to said injury for any period for which such sick leave is paid, and (b) his accumulated sick leave as of the last day worked prior to the said period of absence shall be charged proportionately in the same ratio that the amount of his total daily sick leave benefit less his daily Workers' Compensation benefit bears to his total daily sick leave benefit. All members of the School Administrators Association of New Haven bargaining unit who are absent from school and entitled to Workers' Compensation will have their sick leave account reimbursed at the rate of two-thirds (2/3rds) of a day for every day the administrator has been charged with his/her eligible sick days during the compensation period. The reimbursement will occur as soon as the payroll office is notified that the administrator has returned to work. In the absence of such

election, such administrator shall not receive his sick leave payment during the period of his absence for temporary disability due to the accident and his sick leave credits shall not be reduced by reasons of any Workers' Compensation payments he may receive for temporary disability due to the injury. Acceptance of sick leave payments (other than those made in connection with injury due to an assault) for any period for which the administrator may be entitled to receive temporary disability payment under the Workers' Compensation Law shall constitute an election to charge his absence for such period to the sick leave days to his credit.

(b) Employees shall receive workers' compensation benefits pursuant to the City's Workers' Compensation Preferred Provider Program in accordance with Connecticut General Statutes § 31-279 et al.

Section 2. Health Insurance Benefits

(a) The Board shall cover all employees scheduled to work twenty (20) hours per week or more and their eligible dependents under one of three medical care programs known as CP2, BC1 and BC2. Employees may choose between the medical plans at the time of enrollment and at the time of the City's annual open enrollment.

During the course of this agreement the Board may hold a one-time, required reenrollment for all bargaining unit members and their eligible dependents. At this time all members will be required to reenroll in their choice of the Board's offered medical benefit plans pursuant to the regulations prescribed by the Medical Benefits Office. Any individual not participating in this reenrollment will not be eligible for continuation of medical benefits until such time as they reenroll pursuant to this section.

Prescription coverage shall be as stated on the attached Medical Benefits Matrix (Schedule F).

(b) The Blue Cross Full Service Dental Plan for individual employee and all eligible dependents, including Rider A (additional basic benefits), Rider B (prosthetics), Rider C (periodontics), Rider D (orthodontia), and unmarried Dependent Child (19-24).

(c) Employees must contribute a percentage of the total cost of his/her health and dental premiums based on the COBRA rates in effect at the time. These contributions will be made through payroll deductions as follows:

Plan	7/1/07-6/30/08	7/1/08-6/30/09	7/1/09-6/30/10	7/1/10 – 6/30/11
CP2	17.5%	18.5%	19.5%	20.5%
BC1	13.5%	14.5%	15.5%	16.5%
BC2	11%	12%	13%	14%

(d) The Board shall adopt and maintain an Internal Revenue Code Section 125 Pre-Tax Premium Conversion Account, also known as a Reimbursement Account Plan ("RA Plan"),

for administrators for the purpose of enabling eligible Administrators to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, by a minimum of \$100 to a maximum of \$3,000 per Plan Year for Health Reimbursement, and by a minimum of \$500 to a maximum of \$5,000 per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur which are not covered by the Medical or Dental Plans described in this Article, including, but not limited to, their share of the premium costs for such Plans. The following provisions will apply:

1. Under no circumstances will the Board be required to contribute any monies to the RA plan or to any account established pursuant thereto.
2. Each Administrator desiring to participate in the RA Plan must apply for participation and enroll by submitting completed forms provided by the Board 30 days prior to July 1 of each Plan Year in which he or she desires to participate.
3. Each Administrator accepted as a participant in the RA Plan must, 30 days prior to July 1, inform the Board in writing of the amount he/she wishes to contribute to the Account during the Plan Year (a minimum of \$100 to a maximum of \$3,000 per Plan Year for Health Reimbursement, a minimum of \$500 to a maximum of \$5,000 per Plan Year for Dependent Care), which shall be divided by the number of payroll periods scheduled for the Plan year to determine the amount to be deducted from each paycheck during that Plan Year.
4. As a condition precedent to the establishment of an account under the RA Plan, the Administrator must submit to the RA Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her RA Plan Account, which shall be the same amount from each paycheck issued during the Plan Year.
5. If the employment of an Administrator terminates for any reason while he or she is a participant in the RA Plan, the Administrator will be permitted to withdraw the unencumbered balance from his or her RA Plan Account.
6. Unexpended balances in each RA Account at the end of each plan year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description. It is intended that the RA Plan shall be interpreted, whenever possible, to comply with such terms of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any Plan Year, that the RA Plan may fail to satisfy any non-discrimination requirement imposed by the Code or limitation on benefits to certain participants, the RA Plan

Administrator shall take such action as he/she deems appropriate under rules uniformly applicable to similarly situated participants. At this time, the RA Plan as outlined meets all code requirements.

Section 3. Term Life Insurance

The Administrators shall receive term life insurance and accidental death and dismemberment benefits in the amount of two times the administrator's salary, rounded off to the nearest \$1,000.00 (inclusive of degree and longevity), so long as such administrator remains employed by the Board in a position covered by this Agreement.

Effective July 1, 1987 each administrator is entitled to purchase term life insurance and accidental death and dismemberment benefits in the amount of two times the administrator's salary, rounded off to the nearest \$1,000.00, at the rate paid by the Board of Education. This provision remains in effect as long as the administrator is employed by the Board.

Section 4. Long-Term Disability Insurance

The Board shall provide a standard long-term disability coverage with payment to age sixty-five (65) or sixty (60%) percent of the employee's normal gross earnings after a waiting period of one hundred eighty (180) calendar days. The amount of benefits will be reduced by any remuneration received during the benefit period from the employer, Workers' Compensation benefits, Connecticut Teachers Retirement Fund Benefits, and primary social security offset benefits. The provisions shall include coverage for disability due to psychiatric illness.

The long-term disability policy shall have a social security freeze provision so that the beneficiary will realize any increases in any further social security benefit payments.

Section 5. Right to Change or Substitute Carrier

The Board may change or substitute insurance carriers or managed care organizations for the above-referenced health benefit program as long as the level of benefits are substantially equivalent to or better than the existing program. The "substantially equivalent to or better than" standard shall be applied on a program-wide analysis and shall not be benefit specific.

ARTICLE XIII - Leaves of Absence

Section 1 Sick Leave

(a) 1. Upon the retirement or death of a member of the professional administrative staff, said member or his survivors shall be paid for accumulated sick leave days up to, but not to exceed, the following limits:

10 month administrators: 64 days

12 month administrators: 73 days

2. Upon retirement or death of an employee who is hired on or after July 1, 1994 or who becomes an administrator on or after July 1, 1994, said employee or his/her survivors shall be paid for accumulated sick leave as follows:

10 month administrators: 34% of his/her accumulated sick leave

12 month administrators: 34% of his/her accumulated sick leave

(b) 1. Administrators on a ten (10) month schedule shall be entitled to sixteen (16) sick days each school year which may be accumulated to a total of two hundred fifteen (215) days.

2. Employees who are hired on or after July 1, 1994 or who become administrators on or after July 1, 1994 and who work a ten (10) month schedule shall be entitled to sixteen (16) sick days each school year which may be accumulated to a total of one hundred sixty (160) days.

3. Administrators on a twelve (12) month schedule shall be entitled to nineteen (19) sick days each school year which may be accumulated to a total of two hundred fifteen (215) days.

4. Employees who are hired on or after July 1, 1994 or who become administrators on or after July 1, 1994 and who work a twelve (12) month schedule shall be entitled to nineteen (19) sick days each school year which may be accumulated to a total of one hundred seventy (170) days.

(c) In the event of absence of an administrator for illness in excess of five (5) consecutive working days, the Superintendent may require an examination by an independent physician, such examination to be at the Board's expense.

Section 2. Personal Leave

In addition to present or future Board policies authorizing absences or leaves of absences, each administrator shall be entitled as of right to a maximum of two (2) days leave of absence with pay each year for personal, legal, business, household, or family matters which require absence during the school hours. These days may be accumulated to four (4). Application for such leave shall be made in writing and as far in advance as practicable and ordinarily at least forty-eight (48) hours.

Section 3. Sabbatical Leave

Desiring to reward professional performance and encourage independent research and achievement, the Board hereby initiates the policy of sabbatical leave for administrators to be granted upon the recommendation by the Superintendent for approved scholarly programs whether or not carried on in an academic institution subject to the following conditions:

(a) Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than December 31 of the year preceding the school year in which the sabbatical leave is requested.

(b) The administrator has completed at least seven (7) consecutive full school years of service in the New Haven Schools.

(c) Administrators on sabbatical leave will be paid at three quarters of their annual salary rate.

(d) The administrators shall agree to return to administrative employment in New Haven for two (2) years in the event of a full year's leave. Upon such return, the administrator shall be placed in the same or comparable administrative position in status and pay and on the appropriate step in the salary schedule as though such administrator had not been on leave.

(e) No more than 2 % of the Administrative staff will be granted a Sabbatical Leave during any school year during the life of this Agreement.

(f) The administrator shall sign a demand note in an amount equal to 3/4 of his/her annual salary and made payable to the Board. The amount stated herein will be paid by the Administrator if he/she fails to return to Administrative employment in New Haven for two (2) years.

Section 4. Funeral Leave

(a) A leave of absence not to exceed five (5) days immediately following the date of death shall be granted to any administrator whose wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, child (or grandparent) or grandchild dies. Such leave shall be with pay and shall not be charged to the administrator's sick leave.

(b) Time off to attend the funeral of aunts, or uncles, (or grandchildren) shall be granted. Such leave shall be with pay not to exceed one (1) day and shall not be charged to the administrator's sick leave.

Section 5. Maternity Leave

(a) The Board will not deny reasonable request of an administrator for leave of absence because of the administrator's pregnancy.

(b) Any administrator requesting such a leave shall present to the Superintendent a written statement from her attending physician indicating her present physical condition, the expected date of childbirth, when it would be expected that the administrator's physical condition would allow her to continue to work and any other information relative to her physical condition that the physician feels appropriate. If complications develop and the administrator is not able to return to work when originally planned, the physician shall so indicate in a letter to the Superintendent prior to the original date of expected return. Such additional notice shall contain

a date when the physician expects the administrator's physical condition to be such to allow her to return to work.

(c) No leave of absence shall be granted for pregnancy or maternity reasons unless the above conditions are met.

(d) Upon return to work from an authorized leave of absence for the reason of pregnancy, the administrator shall be returned to the position she held prior to the leave, or a comparable position if available. If such is not available, she will have the rights provided under the Involuntary Transfer provisions (Article VI, Section 2) of this Agreement.

Section 6. Jury Duty

(a) All administrators shall fully utilize the exemption from jury duty provided them under Public Act 79-386 and if called for jury duty shall provide the Superintendent with documentation of their effort to claim the exemption so that the Superintendent may take all steps necessary to support the exemption.

(b) Any twelve (12) month administrator ordered to report for jury duty during July or August shall receive a rate of pay equal to the difference between his professional salary and the jury fee for each day he serves as a juror.

Section 7. Conference Leave

The Board agrees that administrators should be encouraged to attend conferences, seminars and conventions which do not detract from their ability to spend the required time to perform their professional services to the satisfaction of the Board. All such leaves for these purposes shall be approved prior to attendance by the Superintendent and, if approved, the administrator's expenses will be paid by the then existing policy of the Board and City of New Haven. Such leave shall be without loss of pay.

Section 8. Family and Medical Leave

Nothing contained herein to the contrary notwithstanding, Administrators shall be entitled to Family and Medical Leave as provided for by State and/or Federal family and medical leave laws, as applicable. All leaves provided for herein shall be included in and shall not be in addition to the period(s) of leave required by such laws.

ARTICLE XIV - Consultation Procedure

Section 1. Generally

In the event either party to this Agreement wishes to propose that a change, addition, modification, correction or deletion in this Agreement be made, the following procedure will be adhered to:

(a) The party proposing the change, addition, modification, or deletion shall reduce such to writing and mail it to the Superintendent or the President of the Administrators Association, as the case may be, within a reasonable time.

(b) Thereafter, and within a two (2) week period, a meeting of representatives of all the parties shall be held to discuss the matter. This time required may be waived upon mutual agreement.

(c) If agreement is reached on the proposal, such will be reduced to writing and referred to the Board and the Administrators Association for ratification, with the recommendation of both parties.

(d) Any agreed upon and ratified change, addition, modification, or correction and/or deletion to this Agreement shall become an addendum hereto and become a part hereof.

(e) Nothing herein shall require either party hereof to agree to any particular proposal submitted pursuant hereto. The obligation of both parties is only to discuss any proposal submitted pursuant to this provision.

Section 2. Superintendent's Council

The Board agrees to the establishment of a Superintendents' Council, which will consist of members of the Administrators Association, the Superintendent and his designees to meet periodically, but at least once a month, to discuss problems facing school administration. Members of the Board may attend any one or all of such Council meetings. This council is designated to create a vehicle for the discussion of methods by which school administration and policy may be implemented so as to provide for the continued improvement of the New Haven School System. No more than five (5) persons shall represent either the Superintendent or the Administrators Association in any such meeting.

ARTICLE XV - Payroll Deductions

Section 1

In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions:

(a) All requests for deductions must be in writing on approved, authorized forms, executed by the individual administrator.

- (b) A list of the approved deductions are as follows:
1. The School Administrator Association of New Haven
 2. Connecticut Education Association
 3. National Education Association
 4. Washington National Insurance

5. New Haven Education Association
6. Military Service Time Retirement Fund
7. United Way
8. Tax Sheltered Annuity
9. Voluntary State Retirement Contract
10. Benefit Premium increases pursuant to Article IX, Section 2(C)
11. Other deductions where possible

(c) Each of the Associations named in paragraph (b), subparagraphs (1), (2), (3), and (5) above shall certify to the Board in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board thirty (30) days written notice prior to the effective date of such change.

(d) Deductions referred to in Section 1 above shall be made from any pay due on the first payday of each month. The Board shall not be required to honor for any month any authorizations that are delivered to it later than one (1) week prior to the distribution of payroll from which deductions are to be made.

(e) No later than September 30 of each year, the Board shall provide the Administrators Association with a list of those employees who have voluntarily authorized the Board in writing to deduct dues for any of the Associations named in paragraph (b) above. The Board shall notify the Association monthly of any changes in said list. Any administrator desiring to have the Board discontinue deductions he has previously authorized must notify the Board, the Administrators' Association and the Association or group concerned in writing by September 15 of each year for that school year's dues.

(f) The amount of any deduction may be changed only once in any calendar year.

ARTICLE XVI - Salaries

Section 1

(a) Schedules A, B and C attached hereto reflect salary rates by which all administrators shall be paid during the term of this Agreement as follows:

Effective 7/1/07	3.45% plus increment
Effective 7/1/08	3.65% plus increment
Effective 7/1/09	3.75% plus increment
Effective 7/1/10	3.25% plus increment

In addition to the salary rates set forth for the respective classification on Salary Schedules A, B and C, administrators shall receive additional stipends for their length of service and advanced degrees (beyond the Master's Degree) in accordance with the degree and longevity scale contained in Schedule E attached hereto.

(b) Any administrator appointed after June 1, 1968, who does not hold a Master's Degree shall be paid the amount specified in the applicable Salary Schedule less the increment paid pursuant to present policy for Master's Degree.

(c) An administrator whose performance is less than satisfactory will not be moved to the next higher step until he/she has attained satisfactory performance. Upon attaining satisfactory performance, he/she will receive payment for the withheld step, in addition to payment for whatever other step he/she is entitled under the terms of this Agreement.

(d) Each administrator shall elect in writing whether he/she wishes to be paid in twenty-one (21) or twenty-six (26) equal payments. Such election cannot be changed for the duration of the fiscal year. In the event an administrator fails to make an election as specified above, he/she shall be paid in accordance with his/her previous payment election.

Section 2

The duties or the responsibilities of any position in the bargaining unit will not be altered or increased without prior negotiations with the Association.

Section 3

Any administrator on a ten (10) month schedule, scheduled to work during the summer or two months of recess shall receive a per diem rate (and not an hourly rate) calculated by dividing his salary (according to the salary, degree and longevity schedules then in effect) by 194 and multiplying the quotient by the number of days during which the required work was performed.

Section 4

Any member who is promoted will not take a decrease in pay, if the new position begins at a lower pay, but will be placed on such step as will represent an increase above his previous position.

Section 5

Any administrator who works in an administrative position in a higher salary group than his/her regular salary group for more than seven (7) consecutive school days shall receive, retroactive to the first day of any such work, the pay of the higher salary group in which he/she is working.

ARTICLE XVII - Grievance and Arbitration Procedure

Section 1 Purpose

The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to problems which may arise affecting the welfare or working conditions of

administrators. Both parties agree that proceedings shall be kept as confidential as appropriate.

Section 2. Definitions

(a) A grievance shall mean a complaint by an employee that (1) he has been treated unfairly or inequitably, or (2) there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Agreement or of established policy or practice.

(b) Administrator shall mean any certified professional employee member of this bargaining unit and may include a group of administrators similarly affected by a grievance.

(c) When "days" are referred to in the time limits hereof, such shall mean school days.

Section 3. Time Limits

(a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

(b) If an administrator does not file a grievance in writing within thirty (30) days after he knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

(c) Failure by the aggrieved administrator at any level to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level.

Section 4. Informal Procedure

(a) If an administrator feels that he may have a grievance, he shall first discuss the matter with his immediate supervisor or other appropriate administrator in an effort to resolve the problem informally.

(b) If the administrator is not satisfied with such disposition of the matter, he shall have the right to have the Association assist him in further efforts to resolve the problem informally with his supervisor or other appropriate administrator.

Section 5. Formal Procedure

Step I

If the aggrieved administrator is not satisfied with the disposition of his grievance on an informal basis, he may file in writing a grievance with the Association for referral to the Superintendent of schools. Such filing must take place within the thirty (30) day period as set forth in Section 3 (b) above.

(1) The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to doing so, the Association shall provide an opportunity for the aggrieved administrator to meet with the appropriate committee to review the grievance.

(2) The Superintendent shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved administrator and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept.

(3) The Superintendent shall, within five (5) days after the hearing, render his decision and the reasons therefor in writing to the aggrieved administrator with a copy to the Association.

Step 2

If the aggrieved administrator is not satisfied with the disposition of his grievance at Step 1, he may, within three (3) days after the decision or within six (6) days after the hearing, file the grievance again with the Association for appeal to the Board of Education.

(1) The Association shall, within three (3) days after receipt, refer the appeal to the Board of Education.

(2) The Board of Education shall, within fifteen (15) days after receipt of the written appeal, meet with the aggrieved administrators and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept.

(3) The Board shall, within fifteen (15) days after such meeting, render its decision and the reasons therefor in writing to the aggrieved administrator with a copy to the Association.

Section 6 Arbitration

(a) If the aggrieved administrator is not satisfied with the disposition of his grievance at Step 2, he may, within three (3) days after the decision or within eighteen (18) days after the Board meeting, request in writing to the President of the Association that his grievance be submitted to arbitration.

(b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration.

(c) The chairman of the Board and the President of the Association shall, within five (5) days after such written notice, jointly select an arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree on an arbitrator within five (5) days, the matter shall be submitted to the American Arbitration Association under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(d) The arbitrator so selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved administrator and other parties in interest as he shall deem requisite.

(e) The arbitrator shall render his decision in writing to all parties in interest, setting forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest to the extent permitted by law.

(f) The cost of the services of the arbitrator shall be borne equally by the Board and the Association.

Section 7

The Superintendent and/or the Board shall have the right to file a grievance in writing with the Association, and such grievance shall thereafter be processed beginning with Step 2 of the Grievance Procedure. The Association shall, on its own behalf, have the right to file a grievance alleging a breach of this Agreement affecting the Association as a whole and shall process said grievance beginning with Step 2 of the Grievance Procedure.

Section 8

All grievances must be submitted in writing pursuant to Step 1 above (or Step 2 if filed by either the Board, the Superintendent, or the Association) within thirty (30) days of the date upon which the occurrence giving rise to the grievance occurred. Failure to file such grievance within the time limits specified herein shall be deemed a waiver of the grievance.

Section 9

Any arbitrator acting pursuant to this Agreement shall have power only to construe specific provisions of this Agreement and shall have no authority to add to, delete from, or modify in any way any provision of this Agreement.

Section 10 Representation

(a) No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance procedure by reason of such participation.

(b) When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

(c) In the event the Association shall not have elected to submit a grievance to arbitration, the aggrieved administrator may submit his grievance to arbitration independently by following the procedure outlined above, in lieu of the Association provided, however, that in such case, the costs for the services of the arbitrator shall be borne by the aggrieved administrator.

(d) The Association or the Board may, if it so desires, call upon the professional services of any person it deems necessary to assist the Association or the Board, respectively, at any stage of the procedure.

Section 11 Miscellaneous

(a) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(b) Forms for filing and processing grievances and other necessary documents, shall be prepared by the Superintendent, with the approval of the Association, and be made available to the Association as to facilitate operation of the grievance procedure.

ARTICLE XVIII - No Strike

During the term of this Agreement, neither the Administrators Association or any officer or representative thereof nor any administrator covered hereby shall engage in any strike, work stoppage, slowdown, or refusal to work or mass resignation. Participation in such activity may result in discipline or discharge to the person or persons involved and such shall not be subject to the Grievance and Arbitration procedure hereof. Only the question of whether a particular employee participated in any such activity as defined above may be submitted to the Grievance and Arbitration Procedure hereof.

ARTICLE XIX - Miscellaneous

Section 1

The Administrators Association and the Board agree that this Agreement represents the complete agreement between the parties concerning all conditions of employment and salaries of administrators for the duration of this Agreement.

Section 2

This Agreement is deemed to be in compliance with all State and Federal laws (including the Constitution of the United States and the Constitution of the State of Connecticut), and the Board and the Association shall comply with all applicable State and Federal laws. If for any reason a provision or provisions of this Agreement are determined by a court of competent jurisdiction to be in violation of any of said laws, then that provision or those provisions shall be automatically stricken from this Agreement, and the balance of this Agreement shall continue in full force and effect.

Section 3

Whenever written notice is required to be given herein, such notice shall be given by letter forwarded to the last address of the person as contained in the files of the Board of Education.

Section 4

(a) Wherever "Superintendent" is used, it shall mean the Superintendent of Schools of the City of New Haven or any administrator designated to act by the Superintendent in accordance with the then effective administrative procedures of the system.

(b) Wherever the term "he" or "she" is used in this Agreement, it is intended to mean either gender and is used for convenience only.

Section 5

The Board agrees to pay for all costs incurred in printing and distribution of this Agreement.

ARTICLE XX - Early Retirement/Regular Retirement

Section 1

Any administrator who applies for, and receives, a full retirement allowance from the State of Connecticut within five (5) years of his/her first eligibility for such full retirement allowance, and who has been a teacher/administrator for at least ten (10) years in New Haven, shall receive an early retirement benefit of \$10,000.00.

Section 2

(a) Administrators who retire within five (5) years of their eligibility for a full retirement allowance from the State of Connecticut shall have the premiums of all health insurance benefits provided to active employees for the administrator and his/her enrolled dependents paid for by the Board for a period of four (4) years to the extent that such premiums do not exceed the amount of the group rate paid for the administrator at the time of retirement.

(b) Thereafter, the Board shall pay seventy-five (75 %) percent of the premium costs of such medical coverage paid for the administrator and his/her enrolled dependents until such administrator dies.

(c) Notwithstanding Section 2(b) above, upon reaching age 65, or such other time as a retiree or spouse becomes eligible for Medicare insurance coverage, the retiree and/or spouse shall be required to apply for and utilize such coverage as primary coverage. The retiree or spouse shall be responsible for all payments and costs related to the application and maintenance

of such benefits including, but not limited to, Medicare Parts A and B. The New Haven Board of Education will then provide to the member the plan provided to active members of the Administrators group, except that such plan shall have an exclusion for the portion of services covered under Medicare.

Individuals who are not eligible for such Medicare coverage will be eligible to continue to receive the coverage described above in Section 2. For individuals who are not eligible, the Board of Education may request the Medicare Statement of the individual and spouse to demonstrate the lack of necessary quotas of coverage.

Section 3

(a) Any administrator who qualifies for and receives the early retirement benefits provided for in Section 1 and 2 above shall also have his/her term life insurance continued at the same face value in his/her year of retirement with the Administrator paying the premium until age 70, when such insurance shall cease. At his or her option the Administrator may decline to accept this benefit.

(b) This Section 3 shall terminate on June 30, 2007.

Section 4

(a) In the event of the death of an administrator who has previously retired pursuant to the early retirement provisions of this contract, or who would have qualified for such early retirement benefits at the time of his/her death, the Board shall continue to pay the medical/health insurance premiums for benefits then in effect for the surviving spouse of such administrator for a period of five (5) years or until he/she sooner dies and for any dependent children. The foregoing is contingent upon the unavailability of comparable benefits to the surviving spouse or dependent children through their own employment at no cost to such individuals.

(b) Upon reaching age 65, or such other time as the surviving spouse becomes eligible for Medicare insurance coverage, the surviving spouse shall be required to apply for and utilize such coverage as primary coverage. The surviving spouse shall be responsible for all payments and costs related to the application and maintenance of such benefits including, but not limited to, Medicare Parts A and B. The New Haven Board of Education will then provide to the surviving spouse the plan provided to active members of the Administrators group, except that such plan shall have an exclusion for the portion of services covered under Medicare.

Individuals who are not eligible for such Medicare coverage will be eligible to receive the coverage as described in Section 4(a) above for the period of time described therein. For individuals who are not eligible, the Board of Education may request the Medicare Statement of the individual and spouse to demonstrate the lack of necessary quotas of coverage.

Section 5

Notice of intention to retire under this plan shall be filed with the Superintendent's office as of January 1st for retirement on June 30th of the same school year, as long as such retirement occurs on or before five (5) years from the first eligibility for full retirement from the State of Connecticut, and the applicant has been a teacher/administrator for at least ten (10) years in New Haven.

Section 6

This article specifies only the minimum plan to be provided by the Board, and does not preclude the Board from offering an improved plan at any time during the period of this contract.

Section 7

The parties have attempted to negotiate an Early Retirement Incentive Plan that is in compliance with federal age discrimination laws. However, in light of the complexity and flux of interpretation of such laws, the parties agree to re-open negotiations in the event this Plan is or becomes out of compliance with those laws.

These negotiations shall be subject to mid-term bargaining under the Teacher Negotiation Act, and shall be limited in scope to complying with such discrimination laws without impairing, if possible, the substantive benefits previously negotiated.

Regular Retirement

Effective July 1, 2004, Administrators who apply for and receive a full retirement allowance from the State of Connecticut and who are not then or at any time thereafter eligible for Medicare insurance coverage, shall be eligible to participate in such medical insurance plan as the Board provides to active employees including the varying premium cost sharing included therein. The cost sharing payment associated with active medical coverage must be made each month in advance. Lack of timely payment will result in the termination of such benefits.

Upon reaching age 65, or such other time as a retiree or spouse becomes eligible for Medicare insurance coverage, the retiree and/or spouse shall be required to apply for and utilize such coverage as primary coverage. The retiree or spouse shall be responsible for all payments and costs related to the application and maintenance of such benefits including, but not limited to, Medicare Parts A and B. The New Haven Board of Education will then provide to the member of the plan provided to active members of the Administrators group, except that such plan shall have an exclusion for the portion of services covered under Medicare.

Individuals who are not eligible for such Medicare coverage will be eligible to continue to receive the same coverage as active employees, including the varying premium cost sharing included therein. For individuals who are not eligible, the Board of Education may request the Medicare Statement of the individual and spouse to demonstrate the lack of necessary quotas of coverage.

ARTICLE XXI - Duration

Section 1

The parties agree to negotiate in good faith in an effort to secure a successor agreement in accordance with Section 10-153(d) of the Connecticut General Statutes, as amended.

Section 2

This Agreement shall become effective July 1, 2007 and shall remain in full force and effect until June 30, 2011.

New Haven Board of Education

Local #18, School Administrators

By: _____
Dr. Brian Perkins, President
Counsel for the
New Haven Board of Education

By: _____
Peggy A. Moore, President
Counsel for Local #18

Date: _____

Date: _____

ARTICLE XXII - Agency Shop

Section 1

Within thirty (30) days after employment or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of union dues and assessments.

Section 2

Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member shall immediately execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Association shall be required to notify the school Board sufficiently in advance of issuance of the first employee paychecks of the amount of such service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association.

Section 3

In the event that a member of the bargaining unit does not join the Association or pay the required service fee by the thirtieth (30th) day as required, that member shall be terminated. The Personnel Office shall institute the necessary procedures for termination provided the Association has complied with the following:

(a) Sending written notice to the employee (copy to the Personnel Office) that he has not fulfilled his obligations by the requisite date or reasonable period of time thereafter and that a request for his termination was being made to the Board.

(b) By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his obligations and that it is an official request of the Association.

(c) As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

Section 4

The Board shall deduct the service fee from the salary of non-members of the Association bi-weekly and remit the same to the Association treasurer.

SCHEDULE A
ADMINISTRATIVE - SUPERVISORY SALARY SCHEDULE
JULY 1, 2007 - JUNE 30, 2008

Effective July 1, 2007, each step on the salary schedule in effect on June 30, 2006 shall be increased by 3.45%. Unless otherwise provided in this Agreement, administrators not on maximum shall advance one step.

Group	Classification	Months	Step 1	Step 2	Step 3
A	Coordinators Assistant Supervisors	10	85,291	87,031	88,806
B		10	89,100	90,174	92,013
C	Elementary Principals Assistant Principals Elementary Principals (12 or fewer teachers assigned full-time to the school)	10	92,319	94,200	96,122
CA	Coordinator	12	93,821	95,735	97,687
D	Elementary Principals (13 to 18 teachers assigned full-time to the school) New Haven Academy Principal Assistant Principal(s) assigned to separate buildings	10	95,015	96,952	98,934
E	Elementary Principals (19 or more teachers assigned full-time to the school) Supervisors	10	97,709	99,703	101,738
F	Cooperative Arts High School Principal Assistant Principals Sound School Principal Hyde Leadership School Principal Metropolitan Principal Riverside High School Principal	12	102,096	104,177	106,304
G	Principals (Middle and Elementary Schools) Supervisors K-8 Principals	12	107,487	109,680	111,917
H	Principals (High Schools)	12	111,930	114,216	116,548
I	Directors	12	113,848	116,171	118,536

Directors of Instruction

J	Executive Directors	12	119,619	120,682	124,551
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*The position of Department Head shall be eliminated from the bargaining unit through attrition. The duties of the position shall be assigned to teachers on an acting as needed basis as determined by the Superintendent. Administrators who are currently in acting Department Head capacities shall be reassigned at the discretion of the Superintendent. Once reassigned, their former acting duties shall be assigned to teachers on an acting and as needed basis. All of the foregoing shall be subject to the terms of this agreement.

**SCHEDULE B
ADMINISTRATIVE - SUPERVISORY SALARY SCHEDULE
JULY 1, 2008 - JUNE 30, 2009**

Effective July 1, 2008, each step on the salary schedule in effect on June 30, 2007 shall be increased by 3.65%. Unless otherwise provided in this Agreement, administrators not on maximum shall advance one step.

Group	Classification	Months	Step 1	Step 2	Step 3
A	Coordinators Assistant Supervisors	10	88,405	90,208	92,047
B		10	92,353	93,466	95,371
C	Elementary Principals Assistant Principals Elementary Principals (12 or fewer teachers assigned full-time to the school)	10	95,688	97,638	99,630
CA	Coordinator	12	97,245	99,229	101,252
D	Elementary Principals (13 to 18 teachers assigned full-time to the school) New Haven Academy Principal Assistant Principal(s) assigned to separate buildings	10	98,483	100,491	102,546
E	Elementary Principals (19 or more teachers assigned full-time to the school) Supervisors	10	101,275	103,342	105,451
F	Cooperative Arts High School Principal Assistant Principals Sound School Principal Hyde Leadership School Principal Metropolitan Principal Riverside High School Principal	12	105,822	107,980	110,184
G	Principals (Middle and Elementary Schools) Supervisors K-8 Principal	12	111,410	113,683	116,002
H	Principals (High Schools)	12	116,015	118,385	120,802

I	Directors Directors of Instruction	12	118,003	120,411	122,863
J	Executive Directors	12	123,985	125,087	129,097

*The position of Department Head shall be eliminated from the bargaining unit through attrition. The duties of the position shall be assigned to teachers on an acting as needed basis as determined by the Superintendent. Administrators who are currently in acting Department Head capacities shall be reassigned at the discretion of the Superintendent. Once reassigned, their former acting duties shall be assigned to teachers on an acting and as needed basis. All of the foregoing shall be subject to the terms of this agreement.

SCHEDULE C
ADMINISTRATIVE - SUPERVISORY SALARY SCHEDULE
JULY 1, 2009 - JUNE 30, 2010

Effective July 1, 2009, each step on the salary schedule in effect on June 30, 2008 shall be increased by 3.75%. Unless otherwise provided in this Agreement, administrators not on maximum shall advance one step.

Group	Classification	Months	Step 1	Step 2	Step 3
A	Coordinators Assistant Supervisors	10	91,720	93,591	95,499
B		10	95,816	96,971	98,947
C	Elementary Principals Assistant Principals Elementary Principals (12 or fewer teachers assigned full-time to the school)	10	99,277	101,299	103,366
CA	Coordinator	12	100,892	102,950	105,049
D	Elementary Principals (13 to 18 teachers assigned full-time to the school) New Haven Academy Principal Assistant Principal(s) assigned to separate buildings	10	102,176	104,259	106,391
E	Elementary Principals (19 or more teachers assigned full-time to the school) Supervisors	10	105,073	107,218	109,406
F	Cooperative Arts High School Principal Assistant Principals Sound School Principal Hyde Leadership School Principal Metropolitan Principal Riverside High School Principal	12	109,791	112,029	114,316
G	Principals (Middle and Elementary Schools) Supervisors K-8 Principal	12	115,588	117,946	120,352
H	Principals (High Schools)	12	120,366	122,824	125,352

I	Directors Directors of Instruction	12	122,428	124,927	127,470
J	Executive Directors	12	128,635	129,777	133,938

*The position of Department Head shall be eliminated from the bargaining unit through attrition. The duties of the position shall be assigned to teachers on an acting as needed basis as determined by the Superintendent. Administrators who are currently in acting Department Head capacities shall be reassigned at the discretion of the Superintendent. Once reassigned, their former acting duties shall be assigned to teachers on an acting and as needed basis. All of the foregoing shall be subject to the terms of this agreement.

SCHEDULE D
ADMINISTRATIVE - SUPERVISORY SALARY SCHEDULE
JULY 1, 2010 - JUNE 30, 2011

Effective July 1, 2010, each step on the salary schedule in effect on June 30, 2009 shall be increased by 3.25%. Unless otherwise provided in this Agreement, administrators not on maximum shall advance one step.

Group	Classification	Months	Step 1	Step 2	Step 3
A	Coordinators Assistant Supervisors	10	94,701	96,633	98,602
B		10	98,930	100,122	102,163
C	Elementary Principals Assistant Principals Elementary Principals (12 or fewer teachers assigned full-time to the school)	10	102,503	104,591	106,726
CA	Coordinator	12	104,171	106,296	108,463
D	Elementary Principals (13 to 18 teachers assigned full-time to the school) New Haven Academy Principal Assistant Principal(s) assigned to separate buildings	10	105,497	107,648	109,849
E	Elementary Principals (19 or more teachers assigned full-time to the school) Sound School Principal Supervisors	10	108,488	110,702	112,961
F	Cooperative Arts High School Principal Assistant Principals Sound School Principal Hyde Leadership School Principal Metropolitan Principal Riverside High School Principal	12	113,359	115,670	118,031
G	Principals (Middle and Elementary Schools) Supervisors K-8 Principals	12	119,344	121,779	124,264
H	Principals (High Schools)	12	124,278	126,816	129,405
I	Directors	12	126,407	128,987	131,613

Directors of Instruction

J	Executive Directors	12	132,815	133,995	138,291
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*The position of Department Head shall be eliminated from the bargaining unit through attrition. The duties of the position shall be assigned to teachers on an acting as needed basis as determined by the Superintendent. Administrators who are currently in acting Department Head capacities shall be reassigned at the discretion of the Superintendent. Once reassigned, their former acting duties shall be assigned to teachers on an acting and as needed basis. All of the foregoing shall be subject to the terms of this agreement.

SCHEDULE E
DEGREE AND LONGEVITY SCALES
EFFECTIVE JULY 1, 2001

Degree	0-14 Years	15-18 Years	19-25 Years	Over 25
Master	\$ 00.00	\$2,654.00	\$2,774.00	\$3,774.00
6th Year	\$1,995.00	\$4,351.00	\$4,559.00	\$5,559.00
Doctor	\$2,798.00	\$5,096.00	\$5,216.00	\$6,216.00

**SCHEDULE F
BENEFIT COMPARISON**

Benefit	Century Preferred (CP2)	Bluecare POE(BC1)	Bluecare POE (BC2)
EMERGENCY CARE			
Emergency Room	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)	\$75 Copay (waived if admitted)
	Non-Emergency Treated as OON		
Urgent Care	\$50 Copay	\$50 Copay	\$50 Copay
	Not Covered Out of Network		
Walk-In Centers	\$15 Copay	\$10 Copay	\$15 Copay
Ambulance	Unlimited for Land and Air	Unlimited for Land and Air	Unlimited for Land and Air
INPATIENT HOSPITAL-			
Inpatient-General/Medical/Surgical/Maternity (Semi-Private)	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay	All Hospital Admissions Require Pre-Cert No Copay	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay
Ancillary Services-Medications and Supplies	Covered	Covered	Covered
Mental Health	\$250 Per Admission Copay	No Copay	\$250 Per Admission Copay
(Biologically Based)			
Mental Health	\$250 Copay Per Admission Copay	No Copay	\$250 Copay Per Admission Copay
(Non-Biologically Based)	60 Days Per Calendar Year	60 Days Per Calendar Year	60 Days Per Calendar Year
	Excess Days Covered as Out of Network		
Substance Abuse	\$250 Per Admission Copay	No Copay	\$250 Per Admission Copay
	45 Days Per Calendar Year	45 Days Per Calendar Year	45 Days Per Calendar Year
	Excess Days Covered as Out of Network		
Rehabilitative Services	\$250 Per Admission Copay	No Copay	\$250 Per Admission Copay
	60 Days Per Calendar Year	60 Days Per Calendar Year	60 Days Per Calendar Year
	Excess Covered as Out of Network		
Skilled Nursing Facility	\$250 Per Admission Copay	No Copay	\$250 Per Admission Copay
	60 Days Per calendar Year	90 Days Per calendar Year	90 Days Per calendar Year
	Excess Covered as Out of Network		

City of New Haven Benefit Matrix

Benefit	Century Preferred (CP2)	Bluecare POE(BC1)	Bluecare POE (BC2)
Outpatient Surgery	Prior Authorization Required	Prior Authorization Required	Prior Authorization Required
(Facility Charges)	\$100 Copay	No Copay	\$100 Copay
Pre-Admission Testing	Covered	Covered	Covered
Diagnostic Lab & X-Ray	\$15 Copay	Covered	Covered
	MRI-\$50 Copay		
OTHER SERVICES			
Durable Medical Equipment	\$100 Deductible then Covered in Full	Covered at 100%	Covered at 100%
(Including Prosthetics)			
Home Health Care	Covered	Covered	Covered
	200 Visits-Excess Covered as OON	200 Visits	200 Visits
	OON-\$50 Deductible & 20% Coinsurance		
Hospice	Covered up to Last 6 Months of Life	Covered up to Last 6 Months of Life	Covered up to Last 6 Months of Life
Acupuncture	20 Visits Per Calendar Year	Not Covered	Not Covered
Orthotics	\$50 Copay	Limited to Specific Items & Diagnosis	Limited to Specific Items & Diagnosis
TMJ	Not Covered	Not Covered	Not Covered
Infertility	\$25 Office Visit Copay	\$10 Office Visit Copay	\$25 Office Visit Copay
	50% up to a \$5000 Lifetime Maximum	50% up to a \$5000 Lifetime Maximum	50% up to a \$5000 Lifetime Maximum
	Invitro and Artificial Insemination Not Covered	Invitro and Artificial Insemination Not Covered	Invitro and Artificial Insemination Not Covered
Prescription Rider	5/20/35 unlimited	5/20/35 unlimited	5/20/35 unlimited
	see additional sheet for details	see additional sheet for details	see additional sheet for details
<p>*The Student age for all three plans is 25/25. *This does not constitute the actual health plan or insurance policy. It is only a general description of the plan.</p>			

Prescription Three Tier Plan

	Proposed 3 Tier Drug Rider
Network	Access to over 680 Pharmacies in CT Access to over 52,500 pharmacies nationwide

Participating Pharmacy

Retail Copay-Generic	\$5.00
Listed Brand Copay	\$20.00
Non-Listed Brand Copay	\$35.00

Non Participating Pharmacy

Deductible	\$0
Coinsurance*	20%

Supply Limits

Retail	30 day or 100 unit dose-1 copay
Mail Order	35-100 day supply- 2 copays

Drug Rider Maximums	Unlimited per member per calendar year
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*Dispensed As Written Clause	MD Override allowed
*Age Gender	yes
*Refill Too Soon	yes
*Duplicate Therapy	yes
*Quantity Limits	yes
*Step Therapy	yes
Diabetic Supplies	Not Subject to copays and maximums
Pill Bill	Covered

***Non-par pharmacists reimbursed at 80% of in network allowance. Member is also responsible for the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.**

***Dispensed as written**-Allows the member to receive a brand when the generic is available at just the brand copay when the doctor writes "Dispensed as Written" on the prescription. If the doctor fails to write "Dispensed as Written" on the prescription and member request the brand with the generic available, the member will pay the difference between the cost of the generic and brand drug and the brand drug copay

***Age Gender**-No benefits are available for medications prescribed outside the FDA age/gender recommendations

***Refill Too Soon**-Benefits will not be available for refill medications until 90% of the prior medication has been used.

***Duplicate Therapy**-Identifies drugs with the same therapeutic value and can prevent toxicity

***Quantity Limits**-Certain medications will be limited to quantities recommended to maintain clinically appropriate utilization and administration

***Step Therapy**-No benefits are available for Step Therapy protocol drugs without documented other medication failure

SCHEDULE G

NEW HAVEN PUBLIC SCHOOL DISTRICT
NEW HAVEN, CONNECTICUT

APPLICATION FOR THE EARLY RETIREMENT INCENTIVE PLAN

Name:

School:

Age as of June 30, 20__ : _____

Length of service as an
administrator/teacher in
Connecticut as of June 30, 20__ : _____

Length of service as an
administrator/teacher in
New Haven as of June 30, 20__ : _____

WAIVER

By my application to participate in the Early Retirement Incentive Plan, I agree to waive my right to file any claim against the New Haven Public School District ("Board") and/or Local 3.8 American Federation of School Administrators Association ("Association") that in the establishment or implementation of this Plan either party (or both parties) has discriminated against me on the basis of my age in violation of state or federal law, including the Age Discrimination in Employment Act, or has violated any of my other rights, including those arising under state or federal constitutional provisions, statutes, regulations, or case law. Furthermore, I waive my right under application to file any grievance relating to the matter of this Plan under the existing collective bargaining agreement.

I understand that I have had a period of at least forty-five (45) days to consider the Board's offer of early retirement benefits under this Plan as set forth in Article XX. I further understand that this waiver is revocable for a period of seven (7) days following the date upon which I sign it, but that this waiver shall thereafter be irrevocable. Finally, I have been advised to consult an attorney prior to signing this application.

Signature: _____ Date: _____

RESIGNATION

I hereby submit my resignation as an Administrator in the New Haven Public School District effective _____, contingent upon the approval of my application for this Plan by the Board.

Signature: _____ Date: _____

THE TERMS OF THE EARLY RETIREMENT INCENTIVE PLAN ARE FOUND IN ARTICLE XX OF THE 2001-2004 ADMINISTRATORS' CONTRACT AND SHOULD BE READ CAREFULLY BEFORE SIGNING. THIS FORM SHOULD BE PREPARED IN TRIPLICATE WITH ONE COPY TO THE ADMINISTRATOR, THE SECOND COPY TO THE BOARD, AND THE THIRD COPY TO THE ASSOCIATION.