

THE NEW HAVEN BOARD OF EDUCATION

and

THE NEW HAVEN FEDERATION OF TEACHERS,  
LOCAL 933, AFT, AFL-CIO

**JULY 1, 2010 – JUNE 30, 2014**

TABLE OF CONTENTS	Page
PREAMBLE.....	1
ARTICLE I RECOGNITION, RIGHTS AND OBLIGATIONS OF THE PARTIES.....	1
SECTION 1. Exclusive Bargaining Representative.....	1
SECTIONS 2-4.....	1
SECTION 5. Non-discrimination.....	2
SECTIONS 6-8.....	2
ARTICLE II GENERAL WORKING CONDITIONS .....	2
SECTION 1. Fair Disciplinary Policy .....	2
SECTION 2. School Year.....	3
SECTION 3. Work Day.....	3
SECTION 4. Lunch Periods .....	4
SECTION 5. Class Size .....	4
SECTION 6. Teaching Load.....	5
SECTION 7. Preparation Periods .....	5
SECTION 8. After School Meetings.....	6
SECTION 9. School Visitors.....	6
SECTION 10. Teacher's Notice by Superintendent.....	6
SECTION 11. Health and Safety.....	7
SECTION 12. Non-teaching Duties.....	7
SECTION 13. Early Dismissal.....	7
SECTION 14. Personal Property .....	8
SECTION 15. Materials.....	8
SECTION 16. Student Behavior.....	8
ARTICLE III GRIEVANCE PROCEDURE .....	8
SECTION 1. Definition .....	8
SECTION 2. Procedures.....	9
SECTION 3. General Provisions.....	10
ARTICLE IV CONSULTATION.....	10
ARTICLE V FEDERATION RIGHTS .....	11
SECTION 1. Use of School Facilities.....	11
SECTION 2. Release Time .....	11
SECTION 3. General Provisions.....	12
SECTION 4. Dues, Services Fees and Other Deductions.....	12
ARTICLE VI ABSENCES AND LEAVES OF ABSENCES .....	13
SECTION 1. Sick Leave.....	13
SECTION 2. Military Leave .....	15
SECTION 3. Maternity Leave.....	15
SECTION 4. Sabbatical Leave.....	17
SECTION 5. Federation Leave .....	18
SECTION 6. Miscellaneous Leaves.....	18
SECTION 7. General Provisions.....	19
SECTION 8. Court Appearances and Conventions .....	19
ARTICLE VII TRANSFERS AND PROMOTIONS .....	20
SECTION 1. Voluntary Transfers.....	20
SECTION 2. Involuntary Transfers .....	20

SECTION 3. Promotions .....	21
SECTION 4. Improved Process for Intra-School Assignment.....	22
ARTICLE VIII PERSONNEL FILES AND EVALUATIONS .....	23
SECTION 1. Personnel Files.....	23
SECTION 2. Evaluations.....	23
ARTICLE IX STAFF DEVELOPMENT.....	23
ARTICLE X TEACHER FACILITIES.....	24
ARTICLE XI TEACHER PROTECTION .....	25
SECTION 1. Negligence .....	25
SECTION 2. Assault.....	25
ARTICLE XII SALARIES.....	26
SECTIONS 1-10.....	26
SECTION 11. Pay for Travel.....	27
SECTION 12. Payroll Procedure.....	28
SECTION 13. Detention Coverage .....	28
SECTION 14. Home Bound Compensation .....	28
SECTION 15. Summer School.....	28
SECTION 16. Adult Education .....	29
SECTION 17. Club Advisors .....	29
ARTICLE XIII BENEFIT PROGRAMS.....	29
ARTICLE XIV CONFORMITY TO LAW AND SAVINGS CLAUSE.....	32
ARTICLE XV LAYOFFS.....	32
ARTICLE XVI MISCELLANEOUS .....	33
SECTION 1. Teacher Directory.....	33
SECTION 2. Sick Leave Statement .....	34
SECTION 3. Class Interruption .....	34
SECTION 4. Media Services.....	34
SECTIONS 5-10.....	34
SECTION 11. Pupil Grades.....	34
SECTION 12. Teaching Principal.....	35
SECTION 13. Administrative Intern .....	35
SECTION 14. Letters of Recommendation .....	35
SECTION 15. Specialists .....	35
SECTION 16. Cancellation of Schools.....	36
SECTION 17 .....	36
SECTION 18. Residual Rights .....	36
SECTION 19. Part-Time Teachers .....	36
SECTION 20. Job Sharing .....	36
ARTICLE XVII COOPERATIVE EDUCATIONAL PLANNING.....	36
ARTICLE XVIII AMENDMENT TO THIS AGREEMENT .....	37
ARTICLE XIX DURATION .....	38
APPENDIX A New Haven Public Schools Teachers' Salary.....	39
July 1, 2010 – June 30, 2011 .....	39
July 1, 2011 – June 30, 2012 .....	40
July 1, 2012 – June 30, 2013 .....	41
July 1, 2013 – June 30, 2014 .....	42
APPENDIX B COACHES' SALARY SCHEDULE 2010-2014 .....	43
APPENDIX B COACHES' SALARY SCHEDULE 2010-2014 .....	43
APPENDIX C HYDE PROJECT AGREEMENT .....	44

APPENDIX D SOUND SCHOOL CONTRACT AGREEMENT .....	47
APPENDIX E City of New Haven Benefit Matrix .....	51
APPENDIX F Side Letter to the 2006-2010 Contract and Amendment to the 2010-2014 Contract Regarding Reforms.....	58
APPENDIX G TURNAROUND SCHOOLS.....	63

## PREAMBLE

SECTION 1. This Agreement is made and entered into as of this first day of July, 2010, by and between the New Haven Board of Education (hereinafter referred to as the Board) and the New Haven Federation of Teachers, Local 933, American Federation of Teachers, AFL-CIO (hereinafter referred to as the Federation).

SECTION 2. The parties hereto recognize the benefits available to each hereunder, and the procedures and avenues of communication established herein as a result of these good faith negotiations between them; it being the aim of both the parties here to establish methods by which the public educational system of the City of New Haven may continue to improve so as to meet the needs of the total community. In furtherance of that aim, the parties hereto accept the provisions of this Agreement as their collective and individual commitment actively, cooperatively and in good faith to honor, support and seek to fulfill the obligations, commitments and representations made herein, to the best of their respective abilities for the duration of this Agreement.

## ARTICLE I RECOGNITION, RIGHTS AND OBLIGATIONS OF THE PARTIES

### SECTION 1. Exclusive Bargaining Representative

Pursuant to Section 10-153 of the Connecticut General Statutes, the Board hereby recognizes the Federation as the exclusive collective bargaining representative for all employees employed by the Board in positions requiring a teaching or special services certificate (which employees shall hereinafter be referred to individually or collectively as "teacher" or "teachers", [respectively], except temporary substitutes). Such recognition is granted in accordance with the Certification of Results of an election held on November 21, 1967, executed by the Supervising Arbitrator, Walter Oberter, the result of which election is specified as "Election #1 (teachers)." Employees occupying positions requiring an administrative or supervisory certificate (which employees shall hereinafter be referred to individually or collectively as "administrator" or "administrators", respectively) shall be excluded from the bargaining unit referred to herein. A teacher engaged in teaching in the adult education or summer school program in a field in which s/he holds a teaching certificate issued by the State Department of Education shall be represented by the Federation in the same manner and to the same degree as any other teacher, as defined herein.

SECTION 2. The Federation agrees to represent equally all members of the above defined unit.

SECTION 3. Nothing in this Agreement shall in any way limit or contravene the authority of the Board as provided in the General Statutes of Connecticut and the Charter of the City of New Haven. The Board shall not, however, exercise any of its authority specified above so as to contravene a specific provision of this Agreement. The Board will also not make any change in any policy, rule or regulation affecting salaries or other conditions of employment of teachers without prior consultation or discussion with the Federation. The Federation may challenge the authority of the Board to make a change in a policy, rule or regulation, by processing a grievance in accordance with the Grievance Procedure hereof.

SECTION 4. Any policy, rule or regulation of the Board, adopted prior to the effective date of this Agreement, which is in conflict with a specific provision or provisions of this Agreement,

shall as of the effective date of this Agreement, be superseded and replaced by the applicable provision or provisions of this Agreement with which it is in conflict. No provision of this Agreement shall be construed or interpreted so as to apply retroactively.

#### SECTION 5. Non-discrimination

The parties agree to continue to follow the policy of not discriminating against any employee on the basis of 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, or membership or partnership in or association with the activities of any employee organization or political party, or on account of membership in a protected classification under Connecticut or Federal equal employment opportunity statutes as they currently exist or as they may be amended from time to time.

SECTION 6. Despite references herein to the Board or the Federation as such, each reserves the right to act hereunder by committee or by designated representative (professional or lay, whether or not a member). Each party will provide to the other satisfactory evidence of authority so to act.

SECTION 7. During the term of this Agreement no member of the bargaining unit or representative of the Federation shall engage in or participate in any refusal to work, mass resignation, slowdown or strike. Engaging in or participating in such activity shall constitute just cause for discipline, including suspension and discharge. Any individual discharged or otherwise disciplined for engaging or participating in such activity shall be entitled to arbitration in accordance with the provisions set forth in Article III hereof but only on the issue of whether he engaged in or participated in such activity, and the Arbitrators authority shall be so limited.

SECTION 8. Nothing contained herein to the contrary notwithstanding, bargaining unit members shall be entitled to Family and Medical Leave as provided for by State and/or Federal Family and Medical Leave laws, as applicable. Leaves provided for in this Agreement shall be included in and shall not be in addition to the period(s) of family and medical leave required by such laws.

### ARTICLE II GENERAL WORKING CONDITIONS

#### SECTION 1. Fair Disciplinary Policy

- (a) No teacher shall be suspended except for just cause.
- (b) Notification of suspension shall be given to the teacher in writing with a copy to the Federation. The reason for such discharge or suspension shall be stated therein.
- (c) The teacher may, if s/he so desires, upon receipt of notification of suspension, file a grievance at the third step of the grievance procedure, provided in this Agreement. If suspension is found to be unjustified at any step of this procedure, the teacher's full pay and benefits shall be restored for the full period of her/his suspension.

## SECTION 2. School Year

(a) The work year of all teachers covered by this Agreement shall commence no earlier than the Tuesday after Labor Day, unless mutually agreed upon by the Board and the Federation, and shall terminate no later than June 30 annually if possible under State Law. During such period there shall be scheduled no more than one hundred eighty-two (182) regular teaching days where pupil attendance is required. Similarly, during such period, teachers shall be required to report one day prior to the pupils' first school day and shall be required to be in attendance one day after the last scheduled day for pupil attendance but in no event more than one hundred eighty-six (186) scheduled work days during such period. Teachers who were not employed by the Board during the previous school year may, for orientation and briefing purposes, be required to report four (4) days prior to the date upon which all other teachers are required to report. However, notwithstanding the foregoing, the Board may schedule two non-teaching work days contiguous to the beginning or end of the work year, provided the total length of the work year, including these two days, shall not exceed the overall one hundred eighty-six (186) workday limit.

(b) The following days shall not be scheduled school days:

- (1) Rosh Hashanah (first two days)
- (2) Yom Kippur
- (3) Columbus Day
- (4) Veterans' Day
- (5) Thanksgiving Day and the day following
- (6) Christmas Eve
- (7) Christmas Day
- (8) New Year's Day
- (9) Three Kings' Day
- (10) Martin Luther King's Birthday
- (11) Lincoln's Birthday
- (12) Washington's Birthday
- (13) Good Friday
- (14) Memorial Day

(b) A yearly calendar shall be discussed with the Federation prior to June 1 annually and published.

## SECTION 3. Work Day

(a) Classroom teachers and other teachers on the classroom teacher salary schedule shall not be required to report earlier than fifteen (15) minutes before the start of their day's assignment, except in the event of an emergency or unusual circumstance. Teachers may leave the building soon after dismissal provided such teacher has not scheduled a parent and/or student conference or is not scheduled for a faculty meeting or a discussion with the Principal or Department Head. Effective July 1, 2006, the workday for Elementary School teachers shall be extended by twenty (20) minutes of instruction time and ten (10) minutes of preparation time from the 2005-2006 school year. Effective July 1, 2006, the workday for Middle School teachers and K-8 teachers who had a forty-five (45) minute preparation period shall be extended by thirty (30) minutes from the 2005-2006 school year. The workday for all other teachers not referenced herein shall remain the same as the 2005-2006

school year. The length of the workday shall not be changed during the life of this Agreement without the mutual consent of the parties.

(b) The Board may reorganize the schedule of hours so as to fit the requirements of the System, but in so doing the provisions of Section (a) hereof shall be followed. Any such changes in the hourly schedule shall only be after notice to and discussion with the Federation in accordance with the provisions herein. It is understood that advanced classes and special programs (e.g., preschool) may be scheduled at hours different from those for regular classes and programs.

#### SECTION 4. Lunch Periods

(a) Middle and Senior High School teachers shall be provided a duty free lunch period not less than that provided for their students, but in no event less than thirty (30) minutes. Elementary School teachers shall be given a lunch period consistent with the daily schedule effective in each particular school but such teachers must be prepared to receive students in their classroom at the afternoon session. In the event the Board reduces the length of the lunch period at any particular school, it shall also adjust the end of the teachers' school day at that school by an equal amount of time.

(b) Lunch duty at the Elementary Schools shall be on a voluntary basis and teachers who voluntarily take this duty shall be paid in accordance with present practice. If several teachers volunteer, the duty will be rotated around them. Teachers may leave the school building during their lunch periods.

#### SECTION 5. Class Size

(a) No class from Grades K-2 shall have more than twenty-six (26) pupils and no class from Grades 3-12 shall have more than twenty-seven (27) pupils, provided that additional numbers may be assigned to K-2 classes, if additional assistance is provided, but in no case in excess of average past practice. The Board shall make a reasonable effort to lower Grades K-2 class size to no more than twenty-five (25) pupils and Grades 3-12 class size to no more than twenty-six (26) pupils.

(b) Class size may exceed the stated maximum in special or experimental teaching situations (it is understood that special teaching situations would include chorale, band, etc.) physical education classes shall not exceed 40 pupils.

(c) The ratio of at least one (1) teacher for every thirty (30) pupils shall be maintained and exceptions shall be made where special teaching programs prevail.

(d) Preference shall be given in the reduction of class size where it is determined by the Board and Federation that there is a high ratio of disadvantaged or disruptive students, as those students are identified by school records and school system standards.

(e) Regardless of class size, no teacher in the departmentalized program shall be assigned more than 125 students. This section, however, shall not require the establishment of a class of fewer than 15 pupils.

(f) Where a particular number of student stations are provided, such as in laboratories, tech ed, computer lab, art rooms, typing rooms, music rooms and similar situations, the number of students assigned shall not exceed the number of student stations already provided.

(g) Special Education classes shall be administered according to Federal and State Laws. In addition, the Board agrees to promptly make every reasonable and responsible effort to maintain Special Education classes at the following levels:

- |                           |           |        |
|---------------------------|-----------|--------|
| (1) 10 full time students | 1 teacher | 1 aide |
| (2) 15 part time students | 1 teacher | 1 aide |

(h) Counselors shall not be assigned more than the current student load assigned to counselors of the same type and level during 1986-1987.

(i) Elementary music teachers shall not be assigned a teaching load greater than that in effect for elementary music teachers during 1986-87.

#### SECTION 6. Teaching Load

(a) Teachers in departmentalized programs shall not generally be required to teach more than two subjects not to make more than two teaching preparations daily. A subject is herein intended to mean a distinct course of study within a broad classification. For example, Algebra, Trigonometry and Geometry in the field of Mathematics shall be deemed separate subjects. However, this shall in no way limit the institution of new teaching methods. Teachers in departmentalized programs who are assigned more than two subjects or more than two preparations daily shall be given two additional preparation periods per week and such teachers shall be given preference in relief of homeroom assignments. Teachers with four (4) or more preparations per week shall be relieved from all collateral assignment. This section shall not apply in experimental teaching situations, including team teaching, contemporary issues, and general lectures. In these expected areas, assignments inconsistent with the foregoing criteria will be discussed with the Federation.

(b) No teacher shall teach in violation of the certification regulations of the State.

(c) Departmentalized teachers shall be scheduled for no more than five (5) teaching periods per day.

(d) Teachers assigned to non-compensated extracurricular activities during the school hours shall have such assignment considered as a teaching period

#### SECTION 7. Preparation Periods

(a) All teachers shall have a daily preparation period, except when the format of their schedule (curriculum) requires scheduling which prohibits daily preparation periods. In such cases, at least five (5) preparation periods shall be scheduled for such teacher per week. Teachers shall not be assigned to any other duties during their preparation periods.

(b) All elementary teachers shall be provided with a minimum of five (5) preparation periods of forty (40) minutes in duration per week for a total of two hundred (200) minutes per week. In order to attain this goal, when scheduled by the Superintendent, or her/his designee, the regularly

assigned teacher may be absent from the classroom to prepare during the period when regularly assigned special teachers in art, music and physical education are present, providing instruction to the pupils to whom the regularly assigned teacher is normally assigned and providing such absence from the classroom is agreeable to the principal.

(c) Teachers of split grades must be consulted prior to the scheduling of preparation periods and the results of such consultation will be considered in determining schedules.

#### SECTION 8. After School Meetings

(a) With the aim of continuing to improve communications and to utilize fully the professional resources of the teaching profession, teachers are required to attend three (3) parent conferences per year to be held after each of the first three report cards, and are encouraged to attend PTA and other parent group meetings.

(b) Teachers may be required to attend not more than three (3) faculty meetings per month, of no more than one and one-half (1 1/2) hours in duration each. Such meetings will be held on Monday, shall be called by an administrator and shall commence immediately upon school dismissal. If Monday is a holiday, the faculty meeting may be scheduled on Tuesday of the same week.

#### SECTION 9. School Visitors

(a) The Board and the Federation agree that parents or guardians of students attending the school are not only welcome to the New Haven Public Schools but also shall be encouraged to visit such schools. However, such visits should be conducted in such a way so as not to interrupt the school educational program.

(b) The procedure for visits of parents, guardians and/or others in a particular school shall be established by the Area Director of Administration-Supervision and the Principal, in accordance with the Superintendent's general policy.

#### SECTION 10. Teacher's Notice by Superintendent

(a) Any teacher requested to meet with the Superintendent or her/his designee regarding a disciplinary proceeding shall be given one (1) day's notice of the meeting, be informed in writing of the reason(s) for which her/his presence is requested, and of her/his option to be accompanied by a representative of the Federation. If an interview is not held in accordance with these conditions, no part of it will be put in the teacher's file or used in proceedings against her/him.

(b) Any complaints regarding a teacher made to the administration by any parent, student or other teacher or an administrator will be promptly called to such teacher's attention. The administration shall inform the teacher of the name of the complainant. The teacher shall have the opportunity to answer such complaint.

(c) No member of the Board of Education or the Administration shall orally present or discuss at any public meeting of the Board of Education any complaint or adverse criticism of any teacher until after such adverse criticism or complaint has been discussed with the teacher/or representative designated by the Federation.

## SECTION 11. Health and Safety

(a) The Board agrees to provide for adequate facilities and equipment necessary to maintain a high standard of health and safety.

(b) School Administrators will arrange for the repair of malfunctioning equipment both in the educational process and in the maintenance of plant as soon as possible when reported by teachers.

## SECTION 12. Non-teaching Duties

(a) It is agreed that the teacher's primary responsibility is to teach and to otherwise supervise the children s/he teaches. Therefore, clerical assistance will be provided for teachers when it is necessary and when the teacher indicates such need at least one (1) day prior to such time assistance is needed.

(b) Elementary school teachers shall not be required to perform playground duty before or after school or during the lunch recess, bus duty, school crossing duty or lunch duty.

(c) The practice of returning insurance monies by direct mail shall be instituted immediately. However, where a child returns the envelope to the teacher, it shall be the responsibility of that teacher to make arrangements within her/his classroom for collection of same.

(d) Teachers shall be responsible for the collection of milk and lunch money. Where the teacher chooses not to collect same, s/he shall make arrangements for the collection of these monies within the classroom.

(e) Teachers shall not be required to correct standardized tests.

(f) The definition of the above duties as "non-teaching duties" shall not in any way be deemed not to require teachers, as part of their regular assignments, to perform normal disciplinary and supervisory functions in whatever portion of the school buildings that such is required. Such discipline and supervision outside the classroom shall be exercised in a manner consistent with administrative policy.

(g) While a teacher's primary responsibility is to teach, s/he is also required to discipline the pupils of the school fairly and equitably.

(h) Assignment of non-teaching duties shall be equitably distributed among teachers in each school. In accordance with the foregoing, building principals shall consider written teacher requests concerning such assignments, provided the request is made before the end of the preceding school year.

## SECTION 13. Early Dismissal

Classes will be dismissed by 1:00 p.m. on the days the following recesses commence: Thanksgiving, Christmas and the February, April and June vacations.

#### SECTION 14. Personal Property

The Board is not responsible for the loss of personal property due to negligence on the part of the employee. Teachers will be equitably compensated for damage to personal property resulting from the performance of duties within the scope of their employment.

#### SECTION 15. Materials

(a) Each teacher will be provided with the necessary materials, supplies and books with which to adequately function in the classroom. The Board will make every reasonable effort to provide at least one book per pupil per subject or its instructional equivalent.

(b) Supply lists will be made available for reference by teachers when received by the building principal. Typically, that is expected to occur by May of each school year.

#### SECTION 16. Student Behavior

(a) The schools are established for the benefit of all students. The educational purpose of the schools is accomplished best in a climate of student behavior that is socially acceptable and conducive to the learning and teaching process. Behavior that disrupts this process or that infringes upon the rights of other individuals will not be tolerated.

(b) The Board reaffirms its support of the administrative and teaching staff in taking all steps lawful and necessary to enforce and implement all Board policies and regulations pertaining to control of student behavior. Important among these policies are those in the areas of conduct, suspensions, expulsions, and general learning climate as outlined in the Statement of Students' Rights and Responsibilities. The teachers will at all times follow and enforce the Directives of the Superintendent and/or policies of the Board regarding these matters.

### ARTICLE III GRIEVANCE PROCEDURE

The prompt, informal and confidential adjustment and settlement of grievances is encouraged and therefore, the following procedure to accomplish these purposes is hereby established:

#### SECTION 1. Definition

(a) A grievance shall mean a complaint (1) by a teacher (hereinafter called "grievant") that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, or of an established policy or practice, (2) or that there has been disparate treatment in the administration of established policies or practices of the Board.

(b) As used in this Article, the term "grievant" shall mean (1) an individual grievant, (2) a group of grievants having the same grievance, (3) the Federation or the Board, respectively, when either files a grievance.

## SECTION 2. Procedures

STEP 1. A teacher and a Federation representative (if the teacher so desires) shall first discuss the problem with the school official serving as the teacher's immediate administrative superior.

STEP 2. If the matter is not satisfactorily adjusted within two calendar days\* after the last discussion, the teacher, with the assistance of a Federation representative, shall submit a request in writing within six (6) calendar days to such teacher's immediate administrative superior, for a satisfactory adjustment. Such written grievance must be filed within thirty (30) calendar days following the act or circumstances giving rise to the grievance. Such immediate superior may request a meeting with the teacher and a Federation representative prior to making her/his decision, but in any event must render her/his decision in writing, with copies to the teacher and the Federation within six (6) calendar days of the written submission to her/him by the teacher.

\*In calculating the number of days, school vacations including the summer will be excluded.

STEP 3. Failing satisfactory settlement within such time limit the grievant may, with the assistance of the Federation representative, within six (6) calendar days after receipt of the written decision by her/his superior, appeal in writing to the Superintendent and such writing shall set forth specifically the basis of the grievance. The Superintendent or her/his representative shall meet with the teacher and a Federation representative within six (6) calendar days of receipt by her/him of such appeal, and shall give her/his decision in writing to the teacher and the Federation within twelve (12) calendar days of such meeting. Such decision shall include the specific justification for a denial of the grievance.

STEP 4. If the grievance remains unresolved after STEP 3, the Federation, the grievant and the Superintendent or her/his representative shall meet with a neutral party who shall act in the capacity of a mediator in an effort to resolve the grievance. This step will be used only on a case by case basis when the parties mutually so agree. All discussion at this step will be inadmissible in arbitration.

### STEP 5. Arbitration

(a) In the event a grievance shall not have been settled under the procedures above, the grievant may proceed directly to arbitration, which shall be binding, subject to the limitation of the statute.

(b) Notice of intention to request submission to arbitration must be in writing addressed to the Superintendent of Schools, and submission to American Arbitration Association must be made not later than ten (10) calendar days following the decision at Step or the expiration of the time limits for making such decision, whichever shall first occur. A copy of such notice of intention to submit to arbitration shall be sent to the Superintendent by Registered Mail, return receipt requested.

(c) The arbitrator shall hear and decide only one grievance in each case. S/he shall be bound by and must comply with all terms of this Agreement. S/he shall have no power to add to, delete from, or modify in any way, any of the provisions of this Agreement. S/he shall have the power to make appropriate compensatory awards. The decision of the arbitrator shall be binding upon both parties and all teachers during the life of this Agreement, except that such decision shall

not usurp the functions or powers of the Board of Education as provided by statute. Fees and expenses of the arbitrator shall be borne equally by both parties.

The Board will take quick action on solving grievances which concern irremediable situations. The Board will agree to consider with the Federation the use of the new expedited arbitration procedure of the American Arbitration Association as each case arises.

### SECTION 3. General Provisions

(a) Any grievance not initiated and/or appealed in accordance with the time limits specified herein shall be deemed waived by the grievant.

(b) Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent or her/his designee and the Federation.

(c) Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present. Persons proper to be present for the purpose of this Article are defined as the grievant, the appropriate Federation and Board representatives and witnesses. Federation and Board counsel shall be permitted at Step 4. If, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

(d) A grievance arising from the action of an official above the rank of principal will first be discussed with that official and if not resolved may be submitted to the Superintendent or her/his designee and processed in accordance with Step 3 above.

(e) The Federation shall have the right to appeal from the disposition of a grievance of any teacher or group of teachers at any step of this procedure in its own behalf.

(f) Nothing in this Agreement shall be construed as compelling the Federation to submit a grievance to arbitration.

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

(h) The Superintendent and/or the Board shall have the right to file a grievance in writing with the Federation and such grievance shall thereafter be processed in accordance with Step 3 and the following steps of the grievance procedure. In the event a grievance filed by the Superintendent and/or the Board is submitted to arbitration, the Board shall pay the arbitrator's fees for such arbitration.

### ARTICLE IV CONSULTATION

SECTION 1. In order to promote better communications between the administration and the representatives of the Federation, the parties will meet at least once a month during the school year on matters of education policy and development, on any matters which are not covered by the Agreement and on administration of the Agreement. Such consultation shall generally be attended

only by employees of the Board of Education. However, if a particular matter to be discussed requires the expertise of a non-employee, either party may request that such person be permitted to attend the meeting. The parties shall exchange agenda indicating the matters they wish to discuss, including the names and qualifications of non-employees they wish to have in attendance, no later than seven (7) days prior to the scheduled meeting date.

SECTION 2. The principal or other head of each school or her/his representatives and the building steward's committee from the school shall consult at least once a month during the school year on matters of school policy and on the implementation of the Agreement. During September of each year, this principal and steward shall establish a regular meeting schedule.

## ARTICLE V FEDERATION RIGHTS

### SECTION 1. Use of School Facilities

(a) One (1) bulletin board in each school shall be reserved for the exclusive use of the Federation for the posting of official Federation notices or announcements. Copies of any notice to be posted shall be submitted to the Principal.

(b) The Federation may call meetings in each school before or after school or during the lunch hour whenever necessary, providing such meetings do not conflict with the other scheduled activities or programs.

(c) The Federation shall have the right to place material in the mail boxes of teachers and other professional employees. Placement will be made by the authorized representative of the Federation or her/his designee and such representative may use the public address system for Federation announcements prior to and at the end of each teaching day.

(d) The Federation President shall have access to a telephone in the School Building which s/he shall use only during her/his non-teaching hours.

### SECTION 2. Release Time

(a) The New Haven Federation will, during the tenure of the N.H.F.T. as bargaining representative, be permitted to select one officer to teach a reduced teaching load. Such officer shall teach the equivalent of no more than ten (10) teaching periods per week which shall be scheduled during the morning. In the event the selected officer does not teach at a school that is departmentalized, adjustment will be made between the Superintendent and the Federation. Such officer granted such released time shall continue to accrue seniority for salary increments and all other purposes in the same manner as if s/he continued in her/his former capacity.

(b) Each steward will be given access to a telephone.

(c) In the event any building steward or Federation officer is the least senior staff member in her/his school, s/he shall instead be considered the second least senior staff member for purposes of involuntary transfer from the building or layoff.

### SECTION 3. General Provisions

- (a) The Board shall make available to the Federation information, statistics and records which the Federation and the Board agree are relevant to negotiations and necessary to the proper enforcement of this Agreement.
- (b) If the Superintendent or the Federation requests a meeting to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement, such a meeting shall be scheduled at a time mutually convenient to both parties.
- (c) If the Principal of a school or the designated Federation representative for that school requests a meeting to discuss matters of school operation and questions relating to the implementation of this Agreement, such a meeting shall be scheduled at a time mutually convenient to both parties. School operations and policies shall be consistent with this Agreement. The Federation shall inform the Principal of the name of its representatives for that school in writing.
- (d) The Board shall permit the President of the Federation or her/his designated representative to visit the schools to investigate working conditions, teacher complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement. Upon the representative's arrival, s/he shall notify the General Office of her/his presence. If conferences with teachers are necessary, they shall be scheduled so as not to disrupt the teacher's class assignment.
- (e) Whenever the parties mutually agree to schedule meetings during the workday, the teachers required to attend shall suffer no loss of pay.
- (f) The board will distribute a copy of the Board agenda of the Board's public meetings to the Federation by the Friday prior to such public meeting by (1) mail or by (2) making such agenda otherwise available. The Federation shall have an opportunity to speak on any item on such agenda at such public meeting providing its written notice indicating its desire to speak is delivered to the Superintendent's office by Monday noon prior to such public meeting.
- (g) The Federation will be given time for announcements during faculty meetings.

### SECTION 4. Dues, Services Fees and Other Deductions

- (a) All bargaining unit employees shall, as a condition of continued employment join the New Haven Federation of Teachers (NHFT) or pay to the NHFT a service representation fee equal to the amount uniformly required of NHFT service representation fee payers to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Board agrees to deduct dues or service representation fees from the salaries of members of the bargaining unit as authorized by said members. Deductions are to be made from the second of each monthly check from September to June. If dues are not deducted because of clerical error, etc., the Federation will notify the Board and the proper deductions will be made from the next month's check. Said dues and service representation fees are to be determined for each bargaining unit member and specified in dollars by the Federation and notification sent to the Board by August 15 for implementation by September 1, and by January 15 for implementation by February 1.

(b) Income Protection Plan - If a teacher desires to have deductions made for the Teachers of Connecticut Group Income Protection Plan, s/he shall authorize deductions therefore in writing and such authorization shall be honored by the Controller's office.

(c) Upon payment of any deduction by the Controller to any organization or for any purpose specified above, such payment shall release the controller, the City of New Haven and the Board of Education and the officers and agents thereof from all liabilities.

(d) If a teacher who is absent on account of sickness, leave of absence, or for any other reasons has no earnings due her/him for the month, no deductions will be made for that teacher for that month. The Federation will arrange collection of dues for that month directly with the teacher.

(e) When a teacher does not have sufficient money due her/him after deductions have been made for pension, social security, garnishments or any other deductions authorized by the teacher or required by law, the Federation dues for that month will be collected by the Federation directly from the teacher.

(f) The New Haven Federation of Teachers shall hold the Board and the City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees, or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

(g) Deductions may likewise be made upon proper authorization by the teacher for the Teachers' Credit Union.

(h) Deductions will be made upon proper authorization by the teacher, with union dues and transmitted to the union for forwarding to the Federation C.O.P.E. Fund.

#### SECTION 5. Materials and Information

(a) The Board agrees to give the Federation copies of the collective bargaining agreement for each member of the bargaining unit and a reasonable number for its own use. The Board will also give to the Federation copies of applicable insurance contracts for distribution to each covered teacher. The Board will provide copies of the collective bargaining agreement and copies of applicable insurance contracts directly to new hires.

(b) Copies of all new policies approved by the Board of Education and all minutes of Board meetings, including executive sessions, shall be sent to the Federation office.

### ARTICLE VI ABSENCES AND LEAVES OF ABSENCES

#### SECTION 1. Sick Leave

Sick leave is to be used only for the purposes of compensating a teacher who is unable to attend her/his regular scheduled classes because of bona fide illness which requires her/him to stay home.

(a) So long as the teacher remains in the continuous service of the Board, s/he shall be entitled to sick leave with full pay up to (15) working days for each year of employment, cumulative from year to year, up to a maximum of two hundred fifteen (215) working days.

(b) The Board and/or the Superintendent or her/his designated representative may request a doctor's certificate to be presented by any teacher attesting to illness sufficient to keep the teacher from work for five (5) consecutive days or more. If there exists any reasonable doubt concerning the teacher's illness, the Board or the Superintendent or her/his designee may require such teacher to submit to an examination by an independent physician acceptable to the teacher and the Board at the Board's expense.

(c) Upon retirement (pursuant to the State Teachers' Retirement Fund) or death (but not upon resignation), a teacher will be paid for all accumulated sick days up to, but not to exceed, sixty-four (64) days. Such pay for each day for which payment is going to be made shall be on a per diem basis, pursuant to the salary agreement then in effect between the teacher and the Board.

(d) Membership in the sick leave bank is voluntary on the part of employees after tenure is granted for four (4) years of service completed in the New Haven School System. Each participating employee contributes one (1) day of sick leave per year.

- (1) The Board of Education will cooperate in the establishment of a sick bank on a voluntary basis.
- (2) Each employee enrolling in the bank will donate one (1) day of her/his sick leave to the bank each year until the bank is built up to a maximum of approximately 1500 days. No more days will be added to this maximum until the bank is depleted to approximately 750 days. The bank will be built up to approximately 1500 again and the process repeated.
- (3) Additions will be made to the bank in September or October of each school year according to the above limitations.
- (4) A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
- (5) Withdrawals will be made from the bank according to the following schedule:
  - (i) 0-4 years, inclusive, a person is not eligible.
  - (ii) After the beginning of the 5th year through the 6th year a person must be sick 55 consecutive days before s/he can draw on the bank.
  - (iii) After the beginning of the 7th year a person must be out forty (40) consecutive days before s/he can withdraw.
- (6) A person will not be able to withdraw days from the bank until her/his own sick leave is depleted.

- (7) Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
- (8) Maximum withdrawal per occurrence is 75 days.
- (9) Sick leave means the leave the teacher has taken for that year plus her/his accumulation.

## SECTION 2. Military Leave

Teachers leaving the system for the purpose of serving in the Armed Forces shall be entitled to all rights and privileges afforded them pursuant to the Selective Service Act of 1940, as amended, and the Connecticut Statutes.

## SECTION 3. Maternity Leave

(a) A maternity leave of absence shall be granted to female teachers upon application in accordance with the following procedure.

(b) In order that arrangements may be made to staff the school properly, a teacher who becomes pregnant shall, as soon as possible, give notice to the Superintendent, such notice to be accompanied by a physician's statement indicating the expected date of birth, as well as the teacher's requested date for the commencement of maternity leave if such is earlier than her physician's recommendation. Thereafter, the teacher shall provide a physician's certificate if there is a change in her condition which would change the physician's recommendation. The notice shall also contain the date when the teacher requests her maternity leave to terminate.

(c) Maternity leave shall commence on the date the teacher requests or on the date that her physician states she is no longer able to work, whichever is earlier. However, the Board may require the teacher to commence said leave at an earlier date if in the opinion of the Board she is not able to satisfactorily perform her duties, in which event she will be considered disabled for purposes of this section. If the teacher commences maternity leave on a date earlier than her disability she shall subsequently supply the Board with a statement from her physician indicating when she was no longer able to work.

(d) Maternity leave shall terminate on the date the teacher requests or on the date that her physician states that she is no longer disabled, whichever is later. A teacher returning from maternity leave shall provide the Superintendent with a physician's certificate attesting that she is fit to resume her full duties. If the teacher returns from maternity leave after her disability terminated, she shall supply the Board with a physician's statement indicating when she was no longer disabled.

(e) Subject to the provision of this Section, a teacher may commence maternity leave earlier than initially requested upon giving advance notice in writing to the Superintendent, as soon as possible, but not less than two weeks prior to the changed date, and may extend said leave beyond the termination date initially requested upon four weeks' advance notice in writing to the Superintendent. Such notice shall, in either case, be waived in the case of emergency.

(f) The following conditions shall pertain during maternity leave:

(1) Said teacher shall be eligible to receive accumulated sick leave pay during that portion of the maternity leave in which she is disabled and unable to attend school. Teachers claiming sick pay during maternity leave shall submit medical proof of such disability. If there exists any reasonable doubt concerning the teacher's period of disability, the Board may require such teacher to submit to an examination by an independent physician acceptable to the teacher and the Board at the Board's expense.

(2) The Board shall maintain in effect on behalf of said teacher all insurance benefits provided for in this Agreement for the period of disability or for a period of seven (7) weeks, from the start of disability, whichever is longer. In the event a teacher works any part of a month prior to commencing maternity leave, the Board will maintain such benefits in effect for the remainder of the month. The Board will also maintain such benefits in effect for the entire month during which the teacher either commences or terminates a period of paid disability resulting from pregnancy. In the event that maternity leave terminates after the teacher has ended her period of paid disability, the Board will reinstate such benefits as of the first day of the following month except when the return date is at the beginning of the school year, and the teacher has complied with the notice requirements, in which case benefits will be reinstated as of September 1.

(3) Periods of paid maternity leave shall be included in calculating length of service or employment. Any period of maternity leave taken under this Article shall be counted towards eligibility under the Federal Family and Medical Leave Act.

(g) The following conditions shall pertain upon the termination of maternity leave:

(1) If maternity leave terminates during the school year, the teacher shall be reinstated to her previous position or to an equivalent position for which she is qualified, provided such reinstatement does not require the Board to violate any other person's rights under Section 10-151 of the General Statutes or this Agreement.

(2) Maternity leave shall not interrupt continuity of service and such teacher shall be reinstated with accumulated seniority, retirement, fringe benefits and other service credits, including credits accumulated pursuant to subsection f (3) above. In applying this provision to service credits for pay purposes, a full year's credit will be given for service of five (5) months or longer within a school year.

(3) All teachers on maternity leave must apply for reinstatement within eighteen (18) months of the date the leave commenced. Failure to do so shall be considered a resignation.

(h) It is understood that a maternity leave does not interrupt continuity of service for the purpose of acquiring tenure, but periods of unpaid maternity leave shall be excluded in calculating length of employment for purposes of attaining tenure.

(i) Any teacher who has acquired tenure and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request, may be granted a long-term leave for child rearing purposes. Such leave shall begin either at the start or at the mid-point of the school year, and shall end either one-half or one full school year later. The request for such leave must be made at least thirty (30) days prior to its commencement and must specify whether the request is for leave of one-half or one full year. Such leave requests shall be

granted except for compelling reasons. Leave under this paragraph may be granted to non-tenured teachers in unusual circumstances at the discretion of the Superintendent.

#### SECTION 4. Sabbatical Leave

Sabbatical leave will be determined by the Board on the basis of the recommendation of the Sabbatical Committee. Such recommendations will be made in accordance with the conditions stipulated herein.

(a) No more than one per cent (1) of the bargaining unit will be granted a sabbatical leave in each school year.

(b) Application for sabbatical leave shall be made on a form provided by the Administration. Such application must be fully completed and all the information shall be supplied if requested. The application shall, upon completion, be submitted to the Director of Personnel and Labor Relations who shall consider if such is intended to improve the New Haven School System and shall be submitted to the Sabbatical Committee. The Committee will review the application and after consideration and discussion the Committee shall make recommendations, in writing (with minority report, if desired) with accompanying reasons either to approve or disapprove application for sabbatical leave and shall forward such to the Superintendent. The Superintendent, if s/he approves the recommendation of the Committee, shall so indicate on the Committee's recommendation. If s/he disapproves the committee's recommendation, s/he shall so indicate and specify the reasons therefore in writing. After the Superintendent has acted on each application, upon which the Committee makes a recommendation, the Committee's recommendation shall be forwarded to the Board for final decision and disposition.

(c) After six (6) years of consecutive service, an applicant may submit an application to the Superintendent no later than December 31 of that school year for sabbatical leave for the following school year.

(d) Sabbatical leaves shall be awarded no later than March 1.

(e) Sabbatical leaves shall be reviewed and/or awarded in the following manner:

(1) A committee composed of three (3) administrators and three (3) appointed by the Federation, plus the Superintendent or her/his designee, shall meet and consider all applications on their merit.

(2) After consideration by the Committee, the Superintendent shall make recommendations with accompanying reasons either to approve or disapprove applications for sabbatical leaves and forward same to the Board for its action, with a copy to the applicant upon request.

(f) Remuneration to the teacher who has been awarded a sabbatical leave shall be three-fourths (3/4) of her/his annual salary and all other benefits provided for in this Agreement shall accrue to the teacher. However, no sick leave shall accumulate during the leave.

(g) Sabbatical leave shall be granted for not more than the period of one (1) year and no less than one full term (September-January; February-June).

(h) Teachers on sabbatical leave will be credited with service in the system for the period of the leave.

(i) Teachers who are awarded a sabbatical leave shall return to the system for at least one (1) school year after the termination of the leave. Teachers who leave before the completion of one such year shall be deemed unprofessional.

(j) Sabbatical leaves are not to be granted if such are aimed at obtaining a Standard Teaching Certificate or to obtain an additional certificate in another area of teaching specialization; preference will be given to applications which fall within the applicant's major field of specialization, or an area designated as an educational priority by the Board.

(k) Those awarded sabbatical leave will upon their return be required to submit to the Board a detailed written report as to the scope of content of the program and application of such to the New Haven School System.

#### SECTION 5. Federation Leave

(a) A teacher in the System who is an officer of the Federation or who is appointed to the Federation staff shall upon written application filed with the Superintendent prior to July 1 of any year be granted a leave of absence to commence the following September and to terminate on September 1 of the succeeding year. Such leave shall be without pay and may be renewed for one additional year, upon notice to the Superintendent by March 31 of the year of the leave.

(b) Failure of such person to notify the Board in writing of her/his intention to return to work by March 31 of the year in which s/he is on leave, shall result in determination that such teacher has resigned from the system. Any teacher on such leave of absence shall receive credit toward annual salary increments on schedules appropriate to her/his rank.

(c) No more than two (2) teachers in the system shall be on such leave at any one time.

#### SECTION 6. Miscellaneous Leaves

(a) Personal leave without pay may be granted by the Superintendent to meet serious personal problems.

(b) Bereavement Leave - A leave of absence not to exceed five (5) days immediately following the date of death shall be granted to any teacher whose wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, child, grandparent, or grandchild dies. Such leave shall be with pay.

(1) Time off to attend the funeral of aunts and uncles shall be granted. Such leave shall be with pay not to exceed one (1) day.

(2) In the event of the death of a New Haven teacher, the Superintendent shall designate a delegation of teachers from the teacher's school to attend the funeral.

(c) Personal Leave

(1) Teachers will be allowed two (2) days off each year with pay to be used for personal business. These days may be accumulated to four (4). The personal days provided herein are to be used to provide the teacher with necessary time off in order to fulfill bona fide personal needs, such as the performance of legal, household and other business which could not otherwise be legitimately performed during the teaching day. If it is determined that a teacher has misused her/his personal leave, such misuse shall be deemed unprofessional and such teacher shall be subject to reprimand.

(2) Whenever practicable, the request for the personal time off will be filed with the principal at least forty-eight (48) hours prior to the time requested but in any event all applications for such leave shall be in writing. Personal leaves shall not be requested as part of a vacation or taken the day prior to a vacation or holiday or the day following a vacation or holiday. In unusual circumstances where the provisions hereof cannot be met, the Superintendent may waive the conditions hereof.

(d) Quarantine - There shall be no loss of salary or sick leave allowance when a teacher is subject to quarantine by order of the Health Department for reasons other than a personal illness of the teacher.

(e) Subject to the approval of the appropriate administrator, and subject to the availability of funds, teachers may receive time off with pay for the purpose of attending teacher and other professional conferences, or to visit other schools.

SECTION 7. General Provisions

(a) Teachers on leave with pay shall continue to receive all benefits provided by the Board as stated in this Agreement.

(b) Any teacher returning to full time employment in the New Haven schools upon the termination of any leave shall be returned to her/his former assignment, if available, or to her/his previous grade assignment, if available and accumulated sick leave and seniority rights shall be retained.

(c) Credit for time on such leave will be granted for the purpose of the salary schedule hereof, unless otherwise provided herein.

SECTION 8. Court Appearances and Conventions

(a) Teachers shall be allowed the necessary time off with pay to comply with subpoena for court appearance when such teacher is a party or a witness to an action. The teacher shall make every effort to arrange that the time s/he is required to spend in court shall accommodate her/his teaching schedule.

(b) Delegate to Annual Connecticut State AFL-CIO Convention - Two (2) delegates or two (2) alternates - a maximum of two (2) people for the duration of the Convention but not to exceed three (3) days. Such time off will be paid time off.

ARTICLE VII  
TRANSFERS AND PROMOTIONS

SECTION 1. Voluntary Transfers

(a) Notice of all positions which become vacant shall be sent to each Federation building representative for posting. Interested teachers shall apply for the position within ten (10) days.

(b) During the period from the end of the work year, notice of positions which become vacant shall be handled in the following manner: each Friday, the Personnel Office shall make available a current list of all vacancies. Teachers who come to the office or telephone shall be given all information on the list. The teacher, shall at that time, indicate whether s/he is interested in a particular vacancy.

(c) In deciding upon an application for a voluntary transfer, the Board will give priority to the systemic requirements of the school system and will, thereafter, respect the following factors: certification, seniority, experience and educational background.

(d) A complete seniority list shall be given to the Federation by the first payroll date in October annually.

(e) Seniority is defined as the length of service of any teacher in the system.

(f) Transfers shall be effective at the commencement of the following school year except where the administration must make a transfer to meet the staffing needs of the system.

SECTION 2. Involuntary Transfers

Whenever it is necessary the Superintendent to Schools may transfer a teacher out of a school if he/she believes it is in the best interest of the school system because of changes in the school organization, such transfers will be handled as follows:

(a) If there are teachers who wish to be transferred, the Board will give priority to the instructional requirements of the school system and thereafter will give preference on the basis of seniority, qualifications, convenience and wishes of the teacher applicant.

(b) If teachers are to be transferred involuntarily, the Board will give priority to the instructional requirements of the school system and thereafter they will be transferred on the basis of juniority and qualifications.

(c) The Federation will be given a listing of all transfers covered by the provisions of this Article upon request.

(d) Interschool assignment. The Superintendent or his/her designee will provide notification in writing to the teachers of any changes in their school assignment, program, schedules, assignment, grades, subjects or rooms for the following school year as soon as practicable, but, in any event, no later than the close of school annually. However, it is understood that where special conditions arise changes in interschool assignment may be made to fulfill the assignments of a particular situation. Such interschool assignments shall reflect the best interests of the school system.

### SECTION 3. Promotions

(a) Promotional positions are defined as follows: positions on the administrator-/supervisory level, including but not limited to the positions of supervisor, assistant supervisor, director, principal, assistant principal, department head, and head counselor.

(b) All teachers are eligible to apply for placement on the promotional eligibility list providing that (1) they submit to the office of the Director of Personnel and Labor Relations certification from the State Education Department for the position or positions at the time the appointment becomes effective; (2) they have filed their college transcripts and completed applications on forms prepared and supplied by the office of the Directors of Personnel and Labor Relations; and (3) they have submitted letters of recommendation from their current principal and current director recommending them for the position for which they have applied, or, if such letter is not submitted, a letter indicating the reasons thereof.

(c) A teacher's name appearing on any list as of January 1 will remain on the Eligibility List for a period of three (3) years unless the teacher chooses to withdraw it. At the end of the third year, the teacher must reapply or her/his name shall be removed from the list. Any renewal must be filed in writing on or before the commencement of the fourth year. In all cases, it shall be the responsibility of the teacher to meet the foregoing requirements.

(d) All teachers shall be permitted to apply for placement on more than one Eligibility List.

(e) When an available position occurs, the teacher on the current Eligibility List shall be asked to supply the following information:

(1) Statement of teaching or educational, administrative experience (verification if required of all experience other than that obtained in the New Haven School System).

(2) Statement of reasons why the teacher considers himself/herself fit for the position.

(3) Pertinent experience in fields related to the position for which the application has been submitted.

(4) If the aforementioned information is satisfactory, s/he may be required to have an interview. The candidate for a school level position shall be interviewed by a committee of the SPMT. The committee shall make recommendations to the Superintendent for a final selection. A statement of reasons why the information is considered unsatisfactory will be given if the teacher is not interviewed, and if such reason is requested by her/him.

(f) The Federation will receive copies of the Promotion Eligibility List semiannually. The copies so provided shall also include a list of those who have notified the administration of their enrollment in planned programs as provided in Article XVI, Section 13, Administrative Interns.

(g) The position need not be filled from within the New Haven School System. However, teachers applying from outside the system must meet the same conditions as specified above. If,

however, two (2) teachers on the promotional eligibility list are equal in fitness and are the most fit of those available for the position, the position shall be filled with the teacher with the most seniority in the New Haven School System.

(h) Posting of Vacancies

(1) All vacancies for promotional positions shall be publicized by posting on the bulletin boards and publication in the Superintendent's Bulletin at least twenty-five (25) days prior to filling the vacancies. All posting shall include job description, salary and certification and other necessary qualifications.

(2) If vacancies occur during the summer, they shall not be filled until the qualified applicants have been notified by a letter of the vacancy, the job description and the qualifications required and all other requirements have been met.

(3) Upon filling a vacancy, the Federation shall be notified as to the position filled, the person accepted, her/his seniority and certification.

(4) The Board shall establish and maintain qualifications for similar positions.

(5) In the event a Head Coaching position is vacated, the Board shall consider and review the qualifications of the Assistant Coach in that sport before considering the applications of others.

SECTION 4. Improved Process for Intra-School Assignment

(a) Notification in writing will be given to the teachers of any changes in their programs, schedules assignments, grades, subject, or rooms, for the following school year as soon as practicable, but in any event no later than one week before the close of school annually. However, it is understood that where special conditions arise changes in assignments may be made to fulfill the assignments of a particular situation, in which event, written notice will be given to the teachers as soon as practical after the change is made.

(b) Conferences should be held no later than June 15 between the appropriate administrator and teacher in order to discuss such teacher's schedule for the forthcoming year.

(c) Before the end of each school year, time shall be devoted at a faculty conference in each elementary and middle school to a discussion of pupil and teacher assignment for the coming year which shall include discussion of plans, goals and needs for school programs.

(d) Building assignments, class assignments, and exemption from homeroom duties shall be made as equitably as possible consistent with sound educational practices. Any teacher desiring to have her/his assignment changed relative to homeroom, building and class assignment shall request such change in writing to the principal, personnel director, and area director no later than March 1. Programming Preference Sheets upon which such requests may be made shall be distributed to all teachers prior to February 15, and their availability shall be announced. All Preference Sheets should be returned no later than March 1 to the principal who shall include in her/his consideration the teacher's preparation, experience and seniority in preparing the Master Schedule.

ARTICLE VIII  
PERSONNEL FILES AND EVALUATIONS

SECTION 1. Personnel Files

(a) The teacher's "official personnel file" shall be made up of all of the documents and other materials which are accumulated from the beginning of a teacher's service in the New Haven Public School System.

(b) Teachers shall have the right to inspect their own personnel files, to question or to comment in writing or to reproduce any material therein. The Board agrees to continue its policy of treating personnel files with the highest degree of confidence, to the extent permitted by law.

(c) Before any derogatory material is placed in a teacher's personnel file, a copy will be sent to the teacher and a meeting will be arranged to discuss the contents of such material providing the teacher requests such a meeting in writing within ten (10) school days of receipt of the letter. The teacher and a Federation representative will have an opportunity to comment on the material prior to inclusion in the file. No derogatory material which concerns an incident occurring more than one (1) month previous to a file entry shall be put in a teacher's file. The teacher will have the right to answer any material filed and her/his answer will be attached to the file copy.

(d) Teachers will have the right to inspect any personnel files which may be kept by administrators in the individual schools. Administrators who keep such files shall notify teachers of their existence.

(e) Administrators should enclose in the file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.

SECTION 2. Evaluations

(a) Evaluations shall be signed by the evaluator and then a copy shall be given to the teacher and the original shall be signed by the teacher. A teacher shall be allowed to make a written comment with respect to her/his evaluation and such shall be attached to the evaluation form.

(b) Evaluations which are not signed by the teacher to indicate that s/he has had the opportunity to read the evaluation shall be null and void. Signature shall not be construed to mean agreement with the evaluations.

(c) Public address systems, electronic equipment or any other monitoring or recording devices, will not be used to observe the teacher.

ARTICLE IX  
STAFF DEVELOPMENT

SECTION 1. The Board and Federation agree that the joint efforts of teachers and administrators shall be directed towards the development of a meaningful staff development training program. To accomplish this, committees of teachers in each school shall meet monthly with the principal and administrators in each school to develop and determine methods to implement "staff development training programs" meaningful to the teachers of that school. All such meetings

between teacher committees and administrators shall be held in the afternoon on released time when such meetings can be worked into the schedule. The meeting may run up to one (1) hour unless extended by mutual agreement.

SECTION 2. The meetings to implement the above programs will be scheduled by various school committees referred to in Article IV of this Agreement. Such meetings shall be held in the afternoon on released time when such can be worked into the schedule.

SECTION 3. The use of electronic equipment and other types of teaching aides for in-service training is encouraged. If particular teachers in the system are used as examples, then such will be discussed with the individual teacher prior to actual use.

#### SECTION 4.

(a) There shall be a city-wide Staff Development Committee composed of three (3) teachers appointed by the New Haven Federation of Teachers and three (3) teachers and/or administrators appointed by the Superintendent.

(b) This committee shall be responsible for establishing a minimum of two (2) release time staff development activities for the entire teaching staff.

SECTION 5. The Administration shall not schedule any other after school meeting during the week of a staff development session.

### ARTICLE X TEACHER FACILITIES

SECTION 1. The following facilities shall be provided for teachers:

(a) A room containing proper equipment and supplies to aid the teacher in the preparation of educational materials. Such equipment shall include a duplicating machine in good working condition with auxiliary supplies.

(b) Space in each school in which the teachers may safely store instructional materials and supplies.

(c) Well lighted teacher rest rooms, amply supplied with toilet paper, towels and soap.

(d) Lunchroom facilities and a furnished faculty lounge separate from the students in each regular school building and an extension phone may be installed.

(e) A system whereby teachers can expeditiously communicate with the main office in the event of an emergency.

Where the facilities are not now available, and where providing same would not require the redesign of a new or existing building, the administration of the school will work with the teachers in providing such facilities.

(g) If it is possible to arrange parking facilities for the teachers, the Board will do so. Special consideration shall be given to the provision of parking facilities for itinerant personnel.

Where parking problems exist, the Advisory Committee of that school shall consider and submit recommendations for a solution of such problems. Problems that are system-wide may be given to a study committee for investigation. The parties can devise mutually acceptable solutions.

(h) Teachers will be provided with individual mail boxes.

(i) The Board agrees to form a joint committee with the Federation to approach the Parking Commission to request parking facilities and/or permission for teachers where conditions warrant.

(j) All schools shall adhere to State and Board Policy with respect to smoking in the schools.

## ARTICLE XI TEACHER PROTECTION

### SECTION 1. Negligence

(a) The Board agrees to protect and save harmless any teachers from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any persons, providing that at the time of the accident resulting in such injury the teacher was acting in the discharge of her/his duties within the scope of her/his employment, it being understood that the Board's obligation hereunder is the same as that required in Section 10-235 of the General Statutes of Connecticut.

(b) Teachers will immediately report incidents of personal or property damage to their immediate supervisor.

(c) In cases of compensable personal injury (excluding assault covered in Section 2 hereof), the teacher may use her/his unused sick leave to make up the difference between the daily Workers' Compensation Benefit and her/his regular daily rate of pay, in which event the charge against her/his accumulated sick leave account shall be prorated in accordance with the portion of the total payment received daily which constitutes sick leave pay. All members of the New Haven Federation of Teachers 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 (2/3) of a day for every day the teacher has been charged with her/his eligible sick days during the compensation period. The reimbursement will occur as soon as the payroll office is notified that the teacher has returned to work.

### SECTION 2. Assault

If a teacher while acting in the discharge of her/his duties within the scope of her/his employment is assaulted, then:

(a) The teacher will report the incident to her/his immediate supervisor and the authorities as soon as possible.

(b) A teacher shall receive her/his full salary during any absence from school resulting from an injury due to an assault which results from her/his employment. Such teacher's sick leave

shall not be reduced thereby. The total amount of monies received by such teacher from the Board, in salary, and from the Workers' Compensation insurance carrier shall not be in excess of her/his normal annual salary under this Agreement. In the event a teacher is on an extended absence resulting from an assault, s/he may be required to submit medical evidence from a licensed physician indicating the reason for the extended absence.

(c) In the event a teacher is accused of assault or negligence resulting from action by the teacher while such teacher was acting in the discharge of her/his duties within the scope of her/his employment, then the Board shall provide her/him legal counsel and defend her/him in any proceeding resulting therefrom.

(d) Liability for damages resulting from the negligence of a teacher acting in the discharge of her/his duties within the scope of her/his employment shall be assumed by the Board.

## ARTICLE XII SALARIES

SECTION 1. Teachers with advanced degrees beyond the Bachelor's will receive additional compensation by reason of such degrees or additional study as set forth in the salary schedule. Teachers will be placed in the MA salary schedule if they have completed thirty (30) credits beyond the Bachelor's Degree in a planned course of study with prior approval by the college and the Board. Teachers will be placed in the 6th year salary schedule if they have completed thirty (30) credits beyond the Master's Degree in a planned course of study with prior approval by the college and the Board. Such approval must be in writing.

SECTION 2. Individual salaries will be adjusted to conform to the salary schedule upon successful completion of such graduate work as of September 1, and as of February 1, for those who complete such graduate work during the first semester of the institution s/he has attended.

SECTION 3. New teachers will be credited for their previous years of experience if such meet the following requirements:

- (a) If such previous experience is at a public or an acceptable private school;
- (b) If such service is as a full-time teacher; and
- (c) Full-time college teaching experience.

SECTION 4. If such teaching service is for a term or more, it shall be credited as a full year for salary purposes only. Intermittent or short term substitute service will not be credited as previous teaching experience. A teacher hired during the first ten (10) school days of either term shall receive credit for a full term of teaching service for salary purposes only.

SECTION 5. New teachers who participate in a state approved Alternate Route to Certification (ARC) program may receive up to five (5) years on the salary scale for years of service in their prior professions. The Board in its sole discretion shall determine what credit, if any, should be given and may determine what requirements will be considered.

SECTION 6. In the event that the Board determines there is a shortage in a particular specialty, it may offer financial hiring incentives it deems appropriate to effectuate a hire. Such

incentives shall be considered by the Board on a case-by-case basis and may include but shall not be limited to credited years of service or hiring bonuses. Any action taken by the Board under this section shall not constitute a practice or precedent.

SECTION 7. Teaching service in the Peace Corps, Vista or Teachers Corps programs shall be credited for salary purposes only up to a maximum of two (2) years, providing such is continuous for at least a period of a term or more.

SECTION 8. On September 1 annually, teachers shall be slotted into the appropriate step of the Salary Schedules annexed hereto on the basis of each full year of credited service in the System.

SECTION 9. Specialists listed in the schedule below shall receive the following amounts annually pursuant to the salary scale:

Physically Handicapped	\$300.00
Visually Handicapped	300.00
Mentally Retarded	300.00
Emotionally Handicapped	300.00
Neurologically Impaired	300.00
Psychological Examiner	400.00
Associate Social Worker	400.00
Speech and Hearing Therapists	400.00
Counselors	500.00
Reading Consultant	500.00
Certified Social Worker	700.00

(a) Specialists hired after January 1, 1976, will not receive the amounts listed above. All persons who were receiving the differentials prior to January 1, 1976, shall continue to be paid the same differential.

(b) Members of the teaching staff whose certification requires a 60 Credit Master's will be placed on the sixth year Salary Schedule. Members of the teaching staff who are receiving a differential and whose certification requires a 60 Credit Master's have the option to select the economically higher alternative between the differential and the sixth year Salary Schedule, but not both.

#### SECTION 10.

In the event a head coach or assistant coach starts the season and is injured, disabled or becomes ill while in the act of performing her/his duties as a coach, or is injured or disabled or becomes ill while s/he is traveling to or from her/his home or to or from a scheduled trip, such coach shall accrue the seasonal salary and benefits as if the season had been completed.

#### SECTION 11. Pay for Travel

The Board of Education shall continue to follow the policy applicable to all other employees in the City of New Haven with respect to pay for travel and reimbursement for conferences and lodging expenses.

## SECTION 12. Payroll Procedure

(a) Each employee shall elect in writing at the time s/he executes her/his individual salary agreement whether s/he wishes to be paid on a twenty-one (21) or twenty-six (26) payment schedule. Such election cannot be changed for the duration of the annual salary agreement. Gross salary payments shall be in equal amounts and made on alternate Fridays except if such days fall on a holiday then payments shall be made on the previous day. In the event an employee fails to make the election as specified above, s/he shall be paid on the twenty-one (21) payment schedule.

(b) Teachers on the twenty-six (26) payment schedule shall have the option of collecting all summer checks on the last pay date in June, provided said election is made at the time the individual salary agreement is executed as indicated in paragraph (a) above.

(c) The Board will petition the State Teacher's Retirement Board for permission to make twenty (20) bi-weekly retirement deductions. The Federation will assume responsibility for all shortages that may occur because of this procedure. The Federation will save and hold the Board harmless with respect to any loss which may occur.

## SECTION 13. Detention Coverage

It is recommended that the following procedures be followed by the principals in the secondary and middle schools when detention classes are established: The principal shall assign a teacher to regularly covered detention classes and if a teacher shall be regularly assigned, that teacher will be required to teach one less period per day, shall have no homeroom assignment and will be required to report for no more than six and three-quarters (6 3/4) consecutive hours per day. However, a principal may arrange to handle detention classes in another manner.

## SECTION 14. Home Bound Compensation

Homebound teachers shall be paid \$28.62 per hour for the first one hundred fifty (150) hours and \$30.15 per hour thereafter. Teachers shall be certified in the area in which they are requested to teach. Such assignments are voluntary.

## SECTION 15. Summer School

The Board shall determine annually whether a summer school is to be held. If such is held, the following conditions will prevail:

(a) Teachers from the previous year's summer school shall be given preference in summer school positions in their certified area, if their evaluation shows satisfactory performance.

(b) Teachers from the previous year's regularly appointed teaching staff shall be given an opportunity to fill any vacancies in their certified area which exist in the faculty of the summer school. Seniority and qualifications for the particular vacancy shall determine who is chosen for the vacancy.

(c) The regular teaching staff will be notified of vacancies in the summer school faculty by May 1 of any year. Such notice shall be included in the Superintendent's Bulletin. Teachers selected for summer school will be notified by June 1 annually.

(d) Effective July 1, 2010 through June 30, 2014, teachers teaching in the summer school shall be paid \$23.69 per hour.

(e) A full summer school session shall be thirty (30) working days.

(f) Each workday shall consist of four (4) hours of work.

(g) New Haven teachers shall be given preference in summer school positions where the New Haven teacher is equal to or superior to all other applicants. The determination of relative credentials shall be made by the appropriate administrator.

#### SECTION 16. Adult Education

Preference in filling open positions in the Adult Education Program shall be given to qualified teachers from the New Haven School System who apply for positions within their areas of certification.

Effective July 1, 2010 through June 30, 2014, adult education teachers shall be paid \$28.62 per hour for the first one hundred fifty (150) hours and \$30.15 per hour thereafter. Teachers shall be certified in the area in which they are requested to teach. Such assignments are voluntary.

#### SECTION 17. Club Advisors

Annual stipends shall be paid to the following club advisors, according to the following schedule:

(a)	Cheerleading Advisors	\$5,395
(b)	Band Directors	\$5,395
(c)	Yearbook Advisor	\$5,086
(d)	Newspaper Advisor	\$5,086
(e)	Literary Magazine Advisor	\$2,541
(f)	Drama Club Advisors	\$2,696 per major production at the Middle and High Schools

### ARTICLE XIII BENEFIT PROGRAMS

#### SECTION 1.

(a) The Board shall cover all employees hired before the signing of this agreement and scheduled to work twenty (20) hours per week or more and their eligible dependents under one of three medical care program known as, "CP-2 PPO," "BC-1 POE" and "CPCM." Employees hired after the signing of this agreement and scheduled to work twenty (20) hours per week or more and their eligible dependents shall be covered by the Century Preferred Comp Mix Plan only. Employees hired before the signing of this agreement may choose among the medical plans at the time of enrollment and at the time of the annual open enrollment. These plan summaries are outlined in Appendix E to this Agreement. Complete plan documents shall be maintained in the City of New Haven's Office of Medical Benefits.

Each year, prior to July 1, the Board will hold a required re-enrollment for all bargaining unit members and their eligible dependents. At this time all members will be required to re-enroll 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 re-enrollment will not be eligible for continuation of medical benefits until such time as they re-enroll pursuant to this section. During the course of this Agreement, the Board may require continuing proof of spouse and/or dependent eligibility. New employees shall not be eligible for medical benefits until such time as they provide documentation acceptable to the Medical Benefits Office. Subsequent to re-enrollment or enrollment, any changes in dependent or spouse status must be communicated to the Medical Benefits Office immediately upon such change taking place. The Board reserves the right to recoup claims improperly paid.

(b) Employees must contribute a percentage of the cost of her/his (and the cost of eligible dependents) health and dental benefits based upon the Equivalent Fully Underwritten rates in effect at the time. Their contributions shall be made through weekly payroll deductions as follows:

	<u>CPCM</u>	<u>BC-1 POE</u>	<u>CP-2 PPO</u>
7/1/10-6/30/11	9%	16%	20%
7/1/11-6/30/12	9.5%	16.5%	20.5%
7/1/12-6/30/13	10%	17%	21%
7/1/13-6/30/14	10.5%	17.5%	21.5%

(c) The payroll deductions specified above shall be implemented pursuant to a Section 125 pre-tax wage deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employees' insurance premium contributions. Neither the Federation nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employees' tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining Agreement and the carrier's insurance plan.

(d) The Board shall also provide a Blue Cross Full Service Dental Plan for individual employees 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).

(e) Effective July 1, 1992, the Board shall provide Fifty-five Thousand (\$55,000) life insurance upon the life of each teacher covered by this Agreement, and an equal amount of accidental death and dismemberment coverage shall be provided for each teacher covered by this Agreement.

(f) Teachers who retire may continue health insurance coverage at their own expense at the group rate paid by the Board, so long as they make the necessary payment in a timely fashion.

(g) Teachers who retire pursuant to the Connecticut State Teachers Retirement Fund, with twenty-five (25) years of teaching in the New Haven Public Schools and are below age sixty-five (65) shall have the premiums of all health insurance benefits provided under this Agreement at the time of retirement paid by the Board until they reach age sixty-five (65) or sooner qualify for Medicare to the extent that such premiums do not exceed the amount of the group rate paid for the teachers at the time of retirement. At age sixty-five (65), such teachers who are not covered by Medicare, shall be provided, at Board expense, insurance benefits equivalent to those provided by Medicare.

(h) On an annual basis, teachers who have alternate health insurance coverage may choose to waive the above listed health insurance and instead receive an additional lump sum payment in the amount of \$500 single / \$1000 couple / \$1500 family. Teachers who choose to exercise this waiver must so inform the Personnel Department, in writing, by June 15 for the next year beginning July 1. Teachers who have waived, but wish no longer to waive, shall inform the personnel office, in writing, by June 15 for the next year beginning July 1. Waiver payments shall be disbursed on the first pay period following June 1 and only to those Teachers still employed by the Board on that date.

(i) Child and Dependent Care Reimbursement Program. The New Haven Board of Education agrees to reduce the salary of teachers who authorize the same by a designated amount and apply that amount to benefits under the Reimbursement Program for Child and Dependent Care Expenses. The teacher agrees to provide the Board with a qualifying Child and Dependent Care expenses verification in order to be reimbursed. The amount reimbursed will be limited to the amount authorized by the teacher to be deducted and is subject to the limitations and procedures established under the plan. (The total amount deducted may not exceed \$5,000).

(j) Effective September 1, 1994, the Agreement will contain a description of the Workers' Compensation preferred provider plan developed by the Board and approved by the Workers' Compensation Commission in accordance with Connecticut General Statutes Section 31-279 et seq.

SECTION 2. The Board's liability under this Article shall be to pay the premiums required for coverage. Payments shall be in accordance with the conditions stated in the policy which all teachers agree to be bound by.

#### PRESCRIPTION DRUG PLAN

<u>Annual Maximum Co-Pays</u>	<u>Unlimited</u>
Tier 1 - Generic	\$5
Tier 2 - Listed Brand	\$20
Tier 3 - Non Listed Brand	\$35
 <u>Mail Order Co-Pays</u>	
90 Day Supply (Maintenance Medications)	
Mandatory Mail Order for Maintenance Medications	
Generic	1x co-pay
Brand	2x co-pay

<u>Generic Substitution</u>	Mandatory
<u>National Network</u>	Available
<u>Emergencies</u>	Covered
<u>Non Participating Pharmacies</u>	Plan pays 80% of Anthem Allowances
<u>Physician Dispensing</u>	Prescriptions may be written by participating or non participating physicians
<u>Step Therapy</u>	Mandatory
<u>Precision RX Specialty Pharmacy</u>	Mandatory

Tier 1: Generic Drugs refers to a prescription that is considered non-proprietary and is not protected by a Trademark. It is required to meet the same bioequivalency test as the original brand name drug.

Tier 2: Listed Brand Name Drugs - The term “listed brand name” refers to a brand name prescription drug identified as the formulary by the medical provider as a prescription drug with a 2 Tier co-pay.

Tier 3: Non Listed Brand Name Drugs - The term “non listed brand name” refers to a brand name prescription drug not identified on the formulary by the medical provider, Tier 3 copayment applies.

ARTICLE XIV  
CONFORMITY TO LAW AND SAVINGS CLAUSE

If any provision to this Agreement is or shall at any time be determined contrary to law by a Court of competent jurisdiction, then such provision shall not be performed or enforced except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Federation. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a Court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

ARTICLE XV  
LAYOFFS

SECTION 1. If layoffs are carried out, an affected member shall be offered the opportunity to transfer to other positions, in the following order:

- (a) First, to vacant positions for which s/he is certified.

(b) Second, to a position occupied by a bargaining unit member not employed on the date this Agreement is agreed upon, provided the teacher to be transferred is certified for such position.

(c) Third, to any other position within the bargaining unit for which s/he is certified.

(d) Teachers offered a transfer under one of the above orders of priority shall have a right to choose in order of seniority, among positions available in the same order or priority. An affected member's refusal to accept a proper offer to transfer under the above conditions shall result in her/his loss of any further right to transfer.

SECTION 2. The provisions of this Article shall not be construed to permit layoffs or transfers which would:

(a) Deprive any bargaining unit members of tenure or other rights to continued employment;

(b) Result in a non-tenured teacher displacing a tenured teacher;

(c) Result in the layoff or displacement of a more senior teacher in favor of a less senior teacher unless said more senior teacher fails to possess the special qualifications required for the position in question.

(d) Result in the assignment of a teacher to a position which requires special qualifications which such teacher does not possess.

SECTION 3. If any member of the bargaining unit is laid off due to elimination of position, such member shall possess recall rights for a period of two (2) years following the end of the school year in which the layoff occurs. Members on layoff with recall rights shall be recalled in order of seniority to a vacant position for which they are certified before any new employee is hired into such position. If a laid-off member refuses recall to any such position, s/he shall be retained on the recall list.

SECTION 4. In the event of elimination of positions, resulting in the layoff, transfer or subsequent recall of members of the bargaining unit, the Board will discuss with the Federation the special qualifications, if any, which are required of the affected positions before action is taken.

SECTION 5. The Board shall notify the Federation as soon as practicable of proposed elimination of positions under special fund programs. The Federation will be given a list of all layoffs, transfers and recalls resulting from this provision.

ARTICLE XVI  
MISCELLANEOUS

SECTION 1. Teacher Directory

(a) Not later than December 1 of the school year, each teacher will be provided with a manual giving the names and addresses of the staff. The Federation shall not hold the Board responsible for any delays by the printer.

(b) As soon after October 15 as such information is available, but in no event later than when it is submitted to the printer, the Board shall provide the Federation with all of the information provided above and the seniority and degree of the members of the staff.

#### SECTION 2. Sick Leave Statement

Each teacher will be provided, in October and March, with a statement of her/his accumulated sick leave and personal leave.

#### SECTION 3. Class Interruption

To insure continuity of the learning process, classroom interruptions shall be limited to important announcements once per day according to an established schedule, except for emergencies affecting the health and safety of the occupants of the school.

#### SECTION 4. Media Services

Problems relating to media services will be submitted to the SPMT and its recommendations shall be followed.

SECTION 5. The Federation shall discourage absenteeism, tardiness and any action by its members, individually or collectively, which shall not conform to the provisions herein, or which will detract from the professional status of one or more of its members, whether such action be of moral, ethical or professional nature and further the Federation shall take all action it deems necessary to fulfill its individual and collective professional obligation and commitment to the pupils and the community.

SECTION 6. The Federation and the Board agree that this Agreement represents the complete agreement between the parties concerning all conditions of employment and salaries of teachers, for the duration of this Agreement.

SECTION 7. If individual contracts with teachers are used in the System, such contracts shall be consistent with the provisions of this Agreement.

SECTION 8. The Board and Federation shall comply with all State and Federal Laws applicable.

SECTION 9. The term "teacher" as used in this Agreement, except where otherwise indicated, is considered to apply to the regular professional certified employees referred to in the Recognition provisions hereof."

SECTION 10. Whenever written notice is required to be given herein, such notice shall be given by letter to the last address of the person as contained in the files of the Board of Education.

#### SECTION 11. Pupil Grades

(a) The grade given to a pupil for the completion of an assigned task pursuant to the study of a required or elective subject in the curriculum taught by the teacher or an approved

extracurricular activity under the supervision of the teacher is the teacher's indication of the quality of performance by the pupil of this particular task.

(b) The teacher shall be considered to be the expert in evaluating the pupil's work, and the integrity of the teacher shall be respected in grading the work of the pupil.

(c) The grade given by the teacher shall not be changed by another person. However, in the event that the grade should be challenged by the pupil and/or her/his parent(s), and after appropriate conference it appears that all factors involved in the performance of the pupil may not have been known or taken into consideration by the teacher, the teacher has the prerogative and duty to adjust such grade in accordance with all factors involved.

(d) No minimum or maximum limitation shall be set on the number who pass or fail, but every teacher will be expected to give all possible assistance and encouragement to pupils whose work may be below passing standards and to challenge those who may be finding the work too easy.

(e) All instruments of student evaluation shall be formulated by a city-wide committee of equal numbers of teachers, students, parents, and administrators. Two-thirds of the teachers shall be appointed by the Federation.

#### SECTION 12. Teaching Principal

The Board and the Federation agree that no teacher shall act in the capacity of an administrator as a temporary employee unless compensated for the temporary substitution as an administrator in charge of a school. This provision shall not apply if there is anyone on the eligibility list qualified to fill the vacant position.

#### SECTION 13. Administrative Intern

Administrative Interns shall be selected from those enrolled in a planned program leading to certification. Maximum period of internship shall be a period of two (2) years unless in the judgment of the appropriate administrator (a) no other qualified applicant is available or (b) removing the incumbent intern would jeopardize the educational program.

#### SECTION 14. Letters of Recommendation

If an employee requests a letter of recommendation from the administrator or her/his supervisor, and the administrator or her/his supervisor agrees to write one, a copy of such letter shall be placed in her/his personal file upon the teacher's request.

#### SECTION 15. Specialists

Although every teacher is considered a specialist in her/his own particular area of competence, for the purpose of this Section, Specialists shall be defined as individuals whose general conditions of employment vary from those of the regular classroom teacher in that their position is affected by physical limitation or requires a different atmosphere within which they are required to do their job; further specialized certification, mobility or skills specific to do their particular area of instruction. Such Specialists' condition will be regulated as follows:

(a) Where needed, clerical assistance will be provided when at least one day's notice is given stating such need.

(b) Work load shall not normally exceed that which would necessitate working more than the regular number of hours.

(c) Adequate facilities and materials will be provided when needed if they are properly requisitioned.

#### SECTION 16. Cancellation of Schools

The Board will make every effort to notify radio stations WELI, WNHC, WAVZ, WYBC, and WPLR by 6:00 a.m. if schools are to be closed due to inclement weather or other emergency conditions.

SECTION 17. The Board affirms its continuing policy of compliance with legal requirements as to the employment of substitutes, and additionally the Board shall not use substitutes in place of teachers solely for economic reasons. The Federation will be given a copy of the substitutes list supplied to the state Board of Education in October of each year.

#### SECTION 18. Residual Rights

If the work of any teacher is used outside the school system, such will be used only with the consent of the individual teacher.

#### SECTION 19. Part-Time Teachers

(a) Teachers who are permanently assigned to work twenty (20) hours or more shall be paid a prorata amount based upon the appropriate step of the salary schedule. Such teachers shall receive full insurance benefits and a prorata amount of sick days and personal days.

(b) Teachers who work nineteen (19) hours or less shall be paid the hourly rate specified in Section 14 of Article XII and shall be entitled to no other benefits.

#### SECTION 20. Job Sharing

The parties recognize the need to retain and attract quality teachers for the school system and that job sharing represents an opportunity to increase the types and flexibility of job offerings available to teachers and is of assistance to the school system in attracting and retaining quality teachers as well as improving instruction. It is in the spirit of this understanding that the parties agree that cooperative efforts should be made between the administration and teachers who request such a job sharing arrangement. The final judgment on whether to grant a job sharing arrangement rests solely with the administration.

### ARTICLE XVII COOPERATIVE EDUCATIONAL PLANNING

SECTION 1. The Board and the Federation are dedicated to the principal of the continual improvement of the total educational opportunities for children of the New Haven School System. In

furtherance of this joint objective, the Federation and the Board agree to work toward planning educationally innovative programs geared to the specific needs of the children of New Haven. The implementation of any such programs shall be contingent upon the obtaining of Special Funds or Grants to finance the implementation of such programs.

SECTION 2. A city-wide committee shall be established to which all proposals for changes in curriculum and all proposals for innovative programs shall be submitted for review and comment before requests for funding are made. When feasible, such submissions shall be made prior to the request for funding. This committee shall be composed of ten teachers, seven to be designated by the Federation, and five administrators, not more than five such meetings for this committee shall be held on released time. All proposals shall be implemented first on a trial basis, and final implementation shall include careful consideration of the evaluation of participating teachers. Additionally, proposed changes in school, grade or programmatic organization may be reviewed by this committee.

SECTION 3. In support of Cooperative Educational Planning, the parties hereto presently support the concept of a Teacher Resource Center to be developed at any school and if staffed, shall be staffed by a certified teacher. The Cooperative Educational Planning Committee shall develop in discussions with the Superintendent the schedule the Resource Center will be opened, it being understood that continued support for the Center will be dependent upon use by the teachers.

SECTION 4. An SPMT shall be established in each school to assist in determining and implementing the educational goals for each school. It is understood that as professionals, teachers should be encouraged and expected to participate in a process which will provide opportunities to meaningfully discuss the methods and scope of the educational and programmatic plans for each school and department. In addition to assisting the determination of the educational goals, the SPMT will also assist in the determination of the curriculum needs, budgetary needs and student assignments for each school.

SECTION 5. The SPMT is a representative body consisting of teachers, administrators, parents, and sometimes students. Each constituent group selects its representatives to serve on the SPMT. The SPMT will make recommendations in matters pertaining to the budgetary, programmatic, staffing and curricular needs of the school.

#### ARTICLE XVIII AMENDMENT TO THIS AGREEMENT

SECTION 1. With regard to matters not covered by this Agreement, the Board agrees to make no change in existing policy affecting mandatory subjects of bargaining without prior consultation with the Federation.

SECTION 2. Negotiations with respect to changes in or additions to the provisions of this contract (except matters relating to the salary schedule and/or the benefit provisions stated herein) shall be initiated at the written request of either party. The negotiating committees shall meet (unless otherwise agreed) within four (4) days of the receipt of such request and shall continue to meet until (1) the matters being negotiated have been resolved by agreement, or (2) an impasse has been reached and mediation procedures under Section 10-153 of the General Statutes of Connecticut have been invoked.



APPENDIX A

New Haven Public Schools Teachers' Salary  
July 1, 2010 – June 30, 2011

STEP	BA	MA	6TH YR	PHD
1	40,535	42,875	45,330	49,393
2	42,174	44,417	46,969	51,034
3	43,915	46,139	48,740	52,804
4	45,948	48,142	50,742	54,806
5	48,051	50,244	52,846	56,910
6	50,208	52,402	55,004	59,068
7	52,426	54,619	57,221	61,284
8	54,705	56,898	59,500	63,562
9	57,047	59,241	61,842	65,906
10	59,458	61,658	64,252	68,334
11	61,887	64,080	66,681	70,744
12	64,865	67,079	69,709	73,815
13	67,670	69,905	72,561	76,707
14	70,564	72,821	75,505	79,692
14.5	73,782	76,049	78,747	82,955
15	77,000	79,276	81,989	86,217

Teachers with 30 or more years of teaching experience shall receive a \$750 longevity added to their salary.

APPENDIX A

New Haven Public Schools Teachers' Salary  
 July 1, 2011 – June 30, 2012

STEP	BA	MA	6TH YR	PHD
2	42,174	44,417	46,969	51,034
3	43,759	45,953	48,554	52,618
4	45,738	47,932	50,532	54,596
5	47,830	50,023	52,625	56,689
6	49,982	52,176	54,778	58,842
7	52,193	54,386	56,988	61,051
8	54,466	56,659	59,261	63,323
9	56,801	58,995	61,596	65,660
10	59,205	61,405	63,999	68,081
11	61,632	63,825	66,426	70,489
12	64,552	66,766	69,396	73,502
13	67,375	69,610	72,266	76,412
14	70,260	72,517	75,201	79,388
14.5	73,630	75,897	78,595	82,803
15	77,000	79,276	81,989	86,217
Max1	78,100	80,376	83,089	87,317

Teachers with 30 or more years of teaching experience shall receive a \$750 longevity added to their salary.

APPENDIX A

New Haven Public Schools Teachers' Salary  
 July 1, 2012 – June 30, 2013

STEP	BA	MA	6TH YR	PHD
3	43,759	45,953	48,554	52,618
4	45,535	47,729	50,329	54,393
5	47,616	49,809	52,411	56,475
6	49,761	51,955	54,557	58,621
7	51,966	54,159	56,761	60,824
8	54,233	56,426	59,028	63,090
9	56,562	58,756	61,357	65,421
10	58,959	61,159	63,753	67,835
11	61,383	63,576	66,177	70,240
12	64,253	66,467	69,097	73,203
13	67,086	69,321	71,977	76,123
14	69,964	72,221	74,905	79,092
14.5	73,482	75,749	78,447	82,655
15	77,000	79,276	81,989	86,217
Max1	78,100	80,376	83,089	87,317
Max2	79,300	81,576	84,289	88,517

Teachers with 30 or more years of teaching experience shall receive a \$750 longevity added to their salary.

APPENDIX A

New Haven Public Schools Teachers' Salary  
 July 1, 2013 – June 30, 2014

STEP	BA	MA	6TH YR	PHD
3	43,759	45,953	48,554	52,618
4	45,357	47,551	50,151	54,215
5	47,408	49,601	52,203	56,267
6	49,546	51,740	54,342	58,406
7	51,745	53,938	56,540	60,603
8	54,006	56,199	58,801	62,863
9	56,329	58,523	61,124	65,188
10	58,719	60,919	63,513	67,595
11	61,141	63,334	65,935	69,998
12	63,966	66,180	68,810	72,916
13	66,803	69,038	71,694	75,840
14.0	69,676	71,933	74,617	78,804
14.5	73,338	75,605	78,303	82,511
15.0	77,000	79,276	81,989	86,217
Max1	78,100	80,376	83,089	87,317
Max2	79,300	81,576	84,289	88,517
Max3	80,600	82,876	85,589	89,817

Teachers with 30 or more years of teaching experience shall receive a \$750 longevity added to their salary.

APPENDIX B  
COACHES' SALARY SCHEDULE  
2010-2014

	1	2	3	4
Football/Basketball Head	\$4,679	\$4,991	\$5,202	\$5,895
Football/Basketball Assistant	\$3,477	\$3,686	\$3,899	\$4,437
Baseball/Softball Track Head	\$4,794	\$4,800	\$5,011	\$5,704
Baseball/Softball/Track Assistant	\$3,284	\$3,495	\$3,708	\$4,205
Hockey Head	\$4,359	\$4,991	\$5,202	\$5,895
Hockey Assistant	\$3,511	\$3,686	\$3,899	\$4,437
Soccer/Tennis/Volleyball Head	\$4,145	\$4,340	\$4,567	\$5,704
Soccer/Tennis/Volleyball Assistant	\$3,284	\$3,495	\$3,708	\$4,195
Trainer/Football	\$2,459	\$2,565	\$2,671	\$3,067
Spring Football Head	\$2,260	\$2,260	\$2,260	\$2,551
Spring Football Assistant	\$2,048	\$2,048	\$2,048	\$2,338
Golf/Swimming Head	\$4,145	\$4,340	\$4,568	\$5,704
Cross Country Head	\$4,461	\$4,800	\$5,001	\$5,704

APPENDIX C  
HYDE PROJECT AGREEMENT

WHEREAS, the New Haven Board of Education (the "Board") desires to continue for the students of New Haven and surrounding towns a special magnet school modeled after the Hyde School of Bath, Maine (the "Hyde School"); and

WHEREAS, the Board and the New Haven Federation of Teachers, AFT (the "Federation") desire to set forth their agreements and understandings regarding said school;

NOW, THEREFORE, the parties hereby agree as follows:

1. For the period from July 2010 through June 2014, the compensation and the terms and conditions of employment of teachers who are employed to teach full-time at the Hyde School ("teachers") shall include the following:
  - a. Compensation - In addition to the salary as set forth in the parties' collective bargaining agreement, teachers shall receive an annual stipend, which shall be paid in ten (10) equal installments on the last day of each month from September through June of each school year.

For the 2006-2010 school years, said annual stipend shall be Thirteen Thousand Five Hundred Twenty (\$13,520.00) Dollars.

- b. Summer In-Service Program - Summer training will take place either in Bath, Maine or at a site to be determined in Connecticut, for a period not to exceed three (3) full weeks.
  1. Each teacher shall be paid One Thousand (\$1,000.00) Dollars for each full week of training in which s/he participates.
2. The Board agrees to provide lodging and meals to teachers while in Maine, and either to provide or to pay teachers' travel expenses at the rate of \$0.30 per mile for travel to and from Bath, Maine.
- c. Work Day - The work day for teachers will be 8:00 am. - to 5:00 p.m.
- d. Student/Parent/Teacher Programs - Teachers shall participate in activities involving students and/or parents and/or other teachers and administrators one (1) evening per month during the regular school year. In addition, Teachers shall participate in school activities on three (3) weekends during the regular school year and one weekend every other year. These weekends shall consist of the following:

Two (2) Family Weekends - every year. Friday - 7:00 p.m. - 9:00 p.m.  
Saturday - 9:00 a.m. - 12:00 Noon. No overnight stay.

One (1) Faculty Retreat Weekend - every year. Friday - 7:00 p.m. - 9:00 p.m.  
Saturday - 8:00 am. - 5:00 p.m.

This is an overnight retreat, however, teachers may opt not to stay overnight at the retreat site. Teachers will be involved in planning the retreat.

One (1) Parent Retreat Weekend - every two years. Friday - 7:00 p.m. - 9:00 p.m. Saturday - All day Sunday - 12:00 Noon

This is an overnight retreat. Teachers will be involved in planning the retreat.

All teachers will participate in the Advisory Groups which shall be held during the regularly scheduled school day. Once teachers have completed the initial three-week training period, they will participate in a two-day staff development session each year during the summer. For the 1996-97 school year the staff development session shall be one-day and will be held the day before school is scheduled to open.

- e. Athletics Programs - The Athletic Director shall be compensated as is the practice in the comprehensive high schools and shall be released from one teaching class per day. The person who fills this position shall not be in the extended day program.

Coaches for varsity athletics shall be compensated according to the salary schedule in the contract negotiated between the Board and the N.H.F.T. When a teacher is not coaching, s/he may opt to participate in the extended day program. If such option is exercised, the teacher shall be paid one-third or two-thirds of the stipend as the case may be.

- f. Extended Day Program Teachers presently employed at the Hyde School may opt not to participate in the extended day program. If a teacher opts not to participate in the extended day program, such teacher shall participate in all other activities negotiated in this agreement and shall be paid the negotiated hourly rate for the once per month neighborhood meetings, family weekends and summer staff development. Such teachers shall be paid a stipend of Three Hundred Dollars (\$300.00) for attendance at the Faculty Retreat and Four Hundred Dollars (\$400.00) for attendance at the Parent Retreat.

- g. Teaching Load - Teachers shall teach five (5) classes per day. In addition, teachers shall fully participate in the Hyde School sports, performing arts, community service and work-study programs. The parties shall work cooperatively to resolve any disputes which may arise under Section 6 of Article II of the parties' collective bargaining agreement; provided that any such disputes which cannot be resolved at the building level shall be referred to the Labor-Management Committee below.

- h. Preparation Periods and Lunch - Each teacher shall be provided with a preparation period and a duty-free lunch period daily.

- i. Hyde School will have a functioning S.P.M.T. which will be composed of a representative group of teachers, administrators and parents as per Board of Education policy.
2. As part of their negotiations over a successor agreement to their current collective bargaining agreement, the Board and the Federation shall negotiate concerning the compensation and terms and conditions of employment of teachers for the period after June 30, 1999.
3. The Board and the Federation understand that the Hyde School pilot program will be a voluntary one. Therefore, during the period from July, 1996 through June, 1999, the Board and the Federation agree that they shall participate in a Hyde-Project Labor-Management Committee (the "Committee"). The Committee shall meet monthly during said period so that the parties may bring to one another's attention any concerns which they may have concerning the school's program. The Committee shall be composed of three (3) representatives of each party.
4. The Board agrees that this agreement applies solely to the Hyde School and that the compensation and the terms and conditions of employment set forth herein may not be applied to any other school operated by the Board without prior negotiations with the Federation.

APPENDIX D  
SOUND SCHOOL CONTRACT AGREEMENT

- I. In accordance with State Board of Education Regulations, Section 10-64-2, Vocational Aquaculture Teachers at the Aquaculture Center of The Sound School shall be hired on a twelve-month basis. For the purposes of description in this Appendix, Agriculture/Aquaculture Teachers shall be those who:
- A. Teach Agriculture/Aquaculture Science or Agriculture/Aquaculture Technology courses.
  - B. Are certified or certifiable in Vocational Aquaculture under Connecticut State Statute 10-145d-468, or hold a 041 Vocational Agriculture Certificate.
  - C. Have a minimum of three (3) years occupational experience in marine fisheries, natural resources management, or agri/aquaculture/marine trades related to their assigned curriculum/instructional areas.
  - D. Hold a valid grade-level appropriate Connecticut Teacher's Certificate.
- II. For the period from July 1, 2010 through June 30, 2014, the compensation and the terms and conditions of employment of Appendix D Teachers who are employed to teach full-time at the Aquaculture Center (the Teacher(s)) at The Sound School shall include the following:
- A. Compensation -- In addition to the salary as set forth in the parties' collective bargaining agreement, Teachers shall receive an annual stipend, which shall be paid in ten equal installments on the last day of each month from September through June of each school year.  
  
Effective July 1, 2010 through June 30, 2014 said annual stipend shall be Thirteen Thousand Five Hundred Twenty (\$13,520.00) Dollars.
  - B. Teaching Load/Responsibilities – As per the collective bargaining agreement, with the additional stipulation that Teachers participating in the Appendix D program will:
    - 1. Participate in the FFA Advisory Program, which shall be held during the regularly scheduled school day.
    - 2. Create and/or update equipment and supply inventory, as needed for continued operation of programs.
    - 3. Develop Industry Applications and supporting associated skill-based activities that reference NOCTI standards.
    - 4. Department Scope and Sequence Working Group: Will meet by department with representatives of industry to review applicability of scope and sequence

of Industry Applications identified above in NOCTI Standards. Encouraged to develop and maintain current applicable industry contacts.

5. Extended Day Activities for Students:
  - a. FFA subchapter involvement: Will take a lead or supporting role in an FFA subchapter to conduct leadership activities, encouraged to participate in a career development event (CDE).

Or

- b. Directed Labs/Site Based SOE: Will take a lead or supporting role in Directed Labs/Site Based SOE programs for students.

One-page Extended-Day forms to be submitted to Career Services office for recording in student portfolios.

6. Perform SOE site visitations of assigned FFA students with job placements. One-page SOE Site Visitation forms to be submitted for student portfolios.
  7. Perform recruiting on site, off site at sending institutions or at other locations, and assist the admission process through contact of new students and/or interviews of prospective interested students.
  8. Review student expectations with FFA Advisees during Vo-Ag Advisor periods. Will submit signed student performance and expectations sheets.
  9. Integrate Career Advisement and Agribusiness concepts into Vo-Ag curriculum.
  10. Participate in the set-up and maintenance of labs, shops, and other program/facility equipment in their assigned curriculum/instructional areas.
  11. Participate in two (2) Vo Ag in-service training meetings during the period between July 1 and June 30 of every contract year.
- C. Summer Program Compensation – Summer Programs will take place on site at the Sound School or at a site to be determined by the Aquaculture Program Coordinator, for a period not to exceed four (4) full weeks.
- i. Each teacher shall be paid one thousand (\$1,000.00) for each full week of programming in which they participate.
  - ii. No lodging and meal expenses will be provided to teachers under this Appendix for the Summer Program.
- D. Summer Program – In accordance with State Board of Education Regulations, Section 10-64-2, Teachers in the Agriculture/Aquaculture program may, subject to the approval of the Aquaculture Program Coordinator, work up to twenty days over

the summer (between the last day of school in June and the first day of school in the fall), for the purposes of:

- Supervising of agricultural/aquacultural Supervised Occupational Experience (SOE) Programs
- Staff development workshops/training
- Curriculum development
- Advising FFA meetings and activities
- Contacting/interviewing new students
- Identification of job shadowing, internships and employment opportunities
- Maintaining program and facility equipment
- Set-up and maintenance of school laboratories and shop spaces
- Conducting teacher training in agricultural/aquacultural curriculum areas

E. Non-School FFA and Vocationally-Related Activities – Teachers may, subject to the approval of the Aquaculture Program Coordinator, participate in up to ten (10) days of non-school-day FFA and vocationally-related training activities. These activities shall occur on weekends or school vacation days, and Teachers will be given sufficient notice as to the dates of the activities. The activities may include, but are not limited to:

- i. State and regional Agriculture/Aquaculture competitions
- ii. FFA Activities/Career Development Events/Competitions
- iii. SOE Program activities/projects
- iv. Job site visits
- v. Adult education/teacher training program instruction
- vi. Overnight field trips/boat trips

Compensation: Paid hourly as based on New Haven’s Certified Teacher hourly rate.

F. The Board agrees that this Appendix D applies solely to the Agriculture Center at The Sound School and the compensation and the terms and conditions of employment set forth herein may not be applied to any other school operated by the Board without prior negotiation with the Federation.

G. Accountability, reporting and Compliance – The employment description for teachers of vocational Agriculture (Aquaculture) accepts certain compliance requirements for State regulation. In order for the Vo Ag Center to remain in statutory compliance it is necessary to take corrective action in providing all required documentation.

1. In the event that required materials and documentation are found to be insufficient, a memo will be sent to the Appendix D Teacher by Career Services.
2. If the supporting documentation and materials supplied in response to such memo still are not satisfactory, a memo with a copy to the Principal may be sent.

3. If after the first two attempts materials are still not satisfactory or are otherwise insufficient, the Teacher will meet with Career Services, Aquaculture Center Coordinator and Principal.
  4. In the event that the meeting with Career Services, Aquaculture Coordinator and Principal does not result in a satisfactory submission of materials and documentation, then a meeting shall be scheduled with the Director of Personnel and Labor Relations.
  5. If after the above referenced attempts to correct the insufficiencies do not resolve the situation, then a letter may be placed in the Teacher's personnel folder.
  6. After step 5, the Teacher may be removed from The Sound School Appendix D stipend.
- H. Aquaculture Extended Day Program - Teachers enrolled in the program prior to July 1, 2006 may, at the beginning of each school year covered by this contract, opt not to participate in the program as here stated. Such decision shall be rendered in writing to the Teacher's administrator by May 1<sup>st</sup> of the year preceding each school year in question. Decisions to opt out shall not compromise the ability of the school to operate the extended day program and in such instances seniority shall prevail. The workday for teachers who opt out of the program will be in accordance with the Collective Bargaining Agreement. For those teachers in the program, it is understood that the required number of hours per week for the program is 11.25 hours, equating to a 9 hour day, or its equivalent. It is further understood that approved programs may require flexibility of hours during the week to meet the program needs and that daily hours may vary provided approval is granted and provided the weekly hours are maintained.

APPENDIX E  
City of New Haven Benefit Matrix

<b>Benefit</b>	<b>Century Preferred (CP2)</b>	<b>Bluecare POE(BC1)</b>	<b>Century Preferred Comp</b>
<b>Cost Shares</b>	<p>In Network services subject to copays</p> <p>Out-of- Network services subject to deductible and coinsurance</p> <p>Copay-\$15 Office Visit, \$100 Emergency Room</p> <p>\$100 Outpatient Surgery, \$250 Hospital Admission</p> <p>Specialist \$20, third year \$25</p>	<p>In Network Services Only Subject to Copays</p> <p>Copay-\$10 PCP Office Visit/ \$15 Specialist OV</p> <p>\$100 Emergency Room</p> <p>\$0 Outpatient Surgery, \$0 Hospital Admission</p> <p>Lifetime Maximum In Network- Unlimited</p>	<p>In Network Deductible-\$250/\$500/\$750</p> <p>Coinsurance-10% up to \$1500/3000/4500 Out of pocket maximum</p> <p>Following Services Deductible Waived -</p> <p>Copay-\$20 Medical Office Visit/\$0 Preventive Care</p> <p>\$100 Emergency Room</p> <p>\$75 Urgent Care</p> <p>Lifetime Max In Netwrk- Unlimited/Out Netwrk \$1,000,000.</p>
<b>Out of Network Benefit</b>			
	<p>OON Network Deductible-\$500/\$1000/\$1500</p> <p>Coinsurance-30%</p> <p>Out of Pocket Maximum-\$2000/\$4000/\$6000</p> <p>Lifetime Maximum In Network Unlimited or Out of Network-1,000,000</p>	<p>No Out of Network Benefits</p> <p>Members Must Use the Bluecare Provider Network to Receive Payment on Services</p> <p>Lifetime Maximum for In network Services is Unlimited</p>	<p>OON Network Deductible-\$500/\$1000/\$1500</p> <p>Coinsurance-30%</p> <p>Out of Pocket Maximum-\$3000/\$6000/\$9000</p> <p>Lifetime Max for In Network Unlimited/Out Network \$1,000,000.</p>
<b>Out of State Benefit</b>			
	<p>Uses the National Network and Bluecard PPO</p>	<p>Out of State Benefits are Covered Only in an Emergency or Urgent Situation</p>	<p>Uses the National Network and Bluecard PPO</p>

<b>Benefit</b>	<b>Century Preferred (CP2)</b>	<b>Bluecare POE(BC1)</b>	<b>Century Preferred Comp</b>
<b>In State Network</b>			
	Uses the Cent Preferred Network for In-Network Benefits for any other providers would be an Out of Network Benefit	Members Must Use the Bluecare Provider Network to Receive Payment on Services	Uses the Cent. Preferred Network for In-Network Benefits for any other providers would be an Out of Network Benefit
<b>PREVENTIVE CARE</b>			
<b>Pediatric Age based schedule</b>	\$0 Copay Monthly-Birth to 5 months of age Every other month-6 months to 11 months Every three months-12 months to 23 months Every 6 months-24 months to 35 months Once a year-3 to 17 years of age	No Copay 6 exams Birth to One 6 exams 1-5 years 1 exam every 2 years ages 6-10 years 1 exam every calendar year from 11-21 years	No Copay 6 exams Birth to One 6 exams 1-5 years 1 exam every 2 years ages 6-10 years 1 exam every calendar year from 11-21 years
<b>Adult Age Based Schedule</b>	\$0 Copay Annual Check-ups at 18 years of age	No Copay Annual at 21 years of age	No Copay Annual at 21 years of age
<b>Immunizations</b>	As part of Preventative Exam	As part of Preventative Exam	As part of Preventative Exam
<b>Gynological/Obstetrics</b>	\$0 Copay for wellness \$20 Copay Specialty; 3rd year \$25 \$20 Copay Maternity-First Visit Only third year \$25	\$0 Copay for wellness \$15 Copay Specialty \$15 Copay Maternity-First Visit Only	\$0 Copay for annual exam \$20 Copay Maternity-First Visit Only
<b>Mammography</b>	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)

<b>Benefit</b>	<b>Century Preferred (CP2)</b>	<b>Bluecare POE(BC1)</b>	<b>Century Preferred Comp</b>
<b>Hearing</b>	\$15 Copay PCP (once a year) \$20 specialist, third year \$25	\$10 by PCP (once a year) \$15 if rendered by a Specialist	\$0 Copay (once every two years)
<b>Vision (NEW PLAN)</b>	\$15 Copay PCP (once a year) \$20 specialist, third year \$25	\$10 (once a year) \$15 by Specialist	\$0 Copay (once every two years)
<b>MEDICAL SERVICES</b>			
<b>Medical office visits</b>	\$15 Copay \$20 specialist, third year \$25 specialist Unlimited Visits	\$10 Copay PCP \$15 Specialist	\$20 Copay Unlimited Visits
<b>Physical or Occupational Therapy</b>	\$20 Copay third year \$25 50 Combined Visits for pt, ot st and chro- Excess Days Covered as OON	\$15 Copay Unlimited Visits	\$20 Copay 30 combined visits for pt,ot,st 20 visits for chiro
<b>Speech Therapy</b>	\$20 Copay third year \$25 50 Combined Visits for pt, ot st and chro- Excess Days Covered as OON	\$15 Copay Unlimited Visits	\$20 Copay 30 combined visits for pt,ot,st 20 visits for chiro
<b>Chiropractic Services</b>	\$20 Copay third year \$25 50 Combined Visits for pt,ot, st and chiro Excess Days Covered as OON	\$15 Copay Unlimited Visits	\$20 Copay 30 combined visits for pt,ot,st 20 visits for chiro
<b>Allergy Services</b>	\$20 Copay third year \$25 80 visits in 3 years	\$15 Copay 60 visits in 2 years	\$20 Copay for office visit Injections-10% after deductible 80 visits in 3 years
<b>Diagnostic, Lab &amp; X-ray</b>	\$20 Copay third year \$25	Covered	10% after deductible
<b>Outpatient Mental Health &amp; Substance Abuse (Biologically Based)</b>	\$20 Copay third year \$25 Unlimited Visits	\$15 Copay Unlimited Visits	\$20 Copay Unlimited Visits

<b>Benefit</b>	<b>Century Preferred (CP2)</b>	<b>Bluecare POE(BC1)</b>	<b>Century Preferred Comp</b>
<b>Outpatient Mental Health &amp; Substance Abuse</b> (Non Biologically Based)	\$20 Copay third year \$25 Unlimited	\$15 Copay Unlimited	\$20 Copay Unlimited Visits
<b>EMERGENCY CARE</b>			
<b>Emergency Room</b>	\$100 Copay (waived if admitted) Non-Emergency Treated as OON	\$100 Copay (waived if admitted)	\$100 Copay (waived if admitted)
<b>Urgent Care</b>	\$75 Copay Not Covered Out of Network	\$75 Copay	\$75 Copay Not Covered Out of Network
<b>Walk-In Centers</b>	\$15 Copay	\$10 Copay	\$20 Copay
<b>Ambulance</b>	Unlimited for Land and Air	Unlimited for Land and Air	10% after deductible in or out of network
<b>INPATIENT HOSPITAL-</b>			
<b>Inpatient-General/Medical/Surgical/ Maternity (Semi-Private)</b>	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay	All Hospital Admissions Require Pre-Cert No Copay	10% after deductible up to the out of pocket maximum
<b>Ancillary Services-Medications and Supplies</b>	Covered	Covered	10% after deductible up to the out of pocket maximum
<b>Mental Health</b> (Biologically Based)	\$250 Per Admission Copay	No Copay	10% after deductible up to the out of pocket maximum

<b>Benefit</b>	<b>Century Preferred (CP2)</b>	<b>Bluecare POE(BC1)</b>	<b>Century Preferred Comp</b>
<b>Mental Health</b> (Non-Biologically Based)	\$250 Per Admission Copay Unlimited	No Copay  Unlimited	10% after deductible up to the out of pocket maximum Unlimited Days
<b>Substance Abuse</b>	\$250 Per Admission Copay 45 Days Per Calendar Year Excess Days Covered as Out of Network	No Copay 45 Days Per Calendar Year	10% after deductible up to the out of pocket maximum Unlimited Days
<b>Rehabilitative Services</b>	\$250 Per Admission Copay 60 Days Per Calendar Year Excess Covered as Out of Network	No Copay 60 Days Per Calendar Year	10% after deductible up to the out of pocket maximum 60 Days Per Calendar Year
<b>Skilled Nursing Facility</b>	\$250 Per Admission Copay 60 Days Per calendar Year Excess Covered as Out of Network	No Copay 90 Days Per calendar Year	10% after deductible up to the out of pocket maximum 120 Days Per calendar Year
<b>Outpatient Surgery</b> (Facility Charges)	Prior Authorization Required \$100 Copay	Prior Authorization Required No Copay	Prior Authorization Required 10% after deductible up to the out of pocket maximum
<b>Pre-Admission Testing</b>	Covered	Covered	Covered
<b>Diagnostic Lab &amp; X-Ray</b>	\$20 Copay \$25 in third year MRI \$75 Copay	Covered	10% after deductible up to the out of pocket maximum
<b>OTHER SERVICES</b>			

<b>Benefit</b>	<b>Century Preferred (CP2)</b>	<b>Bluecare POE(BC1)</b>	<b>Century Preferred Comp</b>
<b>Durable Medical Equipment</b> (Including Prosthetics)	\$100 Deductible then Covered in Full	Covered at 100%	10% after deductible up to the out of pocket maximum
<b>Home Health Care</b>	Covered 200 Visits-Excess Covered as OON OON-\$50 Deductible & 20% Coinsurance	Covered 200 Visits	10% Deductible waived up to the out of pocket maximum
<b>Hospice</b>	Covered up to Last 6 Months of Life	Covered up to Last 6 Months of Life	10% after deductible up to the out of pocket maximum
<b>Acupuncture</b>	20 Visits Per Calendar Year	Not Covered	Not Covered
<b>Orthotics</b>	\$50 Copay	Limited to Specific Items & Diagnosis	Not Covered
<b>TMJ</b>	Not Covered	Not Covered	Not Covered
<b>Infertility</b>	\$25 Office Visit Copay 50% up to a \$5000 Lifetime Maximum Invitro and Artificial Insemination Not Covered	\$15 Office Visit Copay 50% up to a \$5000 Lifetime Maximum Invitro and Artificial Insemination Not Covered	10% after deductible up to the out of pocket maximum State Mandate Level-Prior Auth Required Some Restrictions May Apply
<b>Prescription Rider</b>	5/20/35 unlimited see additional sheet for details	5/20/35 unlimited see additional sheet for details	5/20/35 unlimited see additional sheet for details
<b>Cost Share</b>	20 / 20.5 / 21 / 21.5%	16 / 16.5 / 17 / 17.5%	9 / 9.5 / 10 / 10.5%
<b>Orthodontia</b>	\$1500 to 19 years of age	\$1500 to 19 years of age	\$1500 to 19 years of age
<b>Medical Waiver</b>	\$500 / 1000 / 1500	\$500 / 1000 / 1500	\$500 / 1000 / 1500

<b>Benefit</b>	<b>Century Preferred (CP2)</b>	<b>Bluecare POE(BC1)</b>	<b>Century Preferred Comp</b>
<b>Prescriptions -ALL PLANS</b>	Mandatory Step Therapy / DAW Override Eliminated / 1x Generic, 2x Brand Mail / Mandatory Mail for Maintenance / Mandatory Precision RX Specialty Pharmacy		
<b>Comp Plan</b>			All new hires must take the Comp Plan
<b>Dental Cost Share</b>	20 / 20.5 / 21 / 21.5%	20 / 20.5 / 21 / 21.5%	20 / 20.5 / 21 / 21.5%

**\*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.**

APPENDIX F  
Side Letter to the 2006-2010 Contract and Amendment to  
the 2010-2014 Contract Regarding Reforms

This Agreement is made this \_\_\_\_\_ day of February, 2010 by and between The Board of Education of the City of New Haven (the Board) and The New Haven Federation of Teachers, Local 933, NHFT, AFL-CIO (the NHFT or Union) (collectively, the Parties).

WHEREAS the Board and Union have agreed on a statement of shared beliefs about the need for and appropriate direction of reform in the New Haven public schools, a copy of which is appended to and incorporated by reference in this document;

WHEREAS the Parties believe that a sharper focus and greater priority on student performance is needed at all layers of the School District and that meaningful reform requires effective action at all layers;

WHEREAS the School District believes that school and central office administrators as well as teachers are accountable for student and school performance, the District will ensure that the administrator evaluation process reflects this belief;

WHEREAS the Board and Union have engaged in extensive, collaborative discussions regarding steps that could be taken by and between them to improve the education of District students and to make District schools more effective;

WHEREAS the Board and Union have agreed to implement a number of these steps during the 2009-10 school year through the creation and activities of several committees, an agreement that requires a side letter to the 2006-2010 contract;

WHEREAS the Parties have reached additional agreements which are to be included as an amendment to their 2010-2014 collective bargaining agreement;

WHEREAS, the Board and Union agree that these steps can best be understood and effectively implemented if they are collected and recited together in this single document, which will serve both as a side letter to their current contract and an amendment to their successor agreement;

NOW THEREFORE, the Board and Union agree as follows:

1. Transition Steps. The Parties agree that details regarding implementation of several of their conceptual agreements must be developed through the work of joint committees, and that these committees must perform this work promptly during the 2009-10 school year so that agreements can be implemented by the 2010-11 school year.
  - a. Measurement of Student Progress. One task of the Reform Committee (See Paragraph 4, below) shall be to assess and recommend improved measures of

progress in student learning as well as measurement of environmental factors that may impact student learning.

- i. The first meeting of the Committee for this purpose shall be convened prior to November 1, 2009.
  - ii. The Administration shall provide technical assistance to the Committee as requested.
  - iii. The Committee shall make its initial recommendations to the Board no later than January 15, 2010. A copy of these recommendations will be provided to the Union. In addition, the Committee shall make a progress report to the Superintendent and Union no later than November 15, 2009.
  
- b. Use of Data on Student Progress in Teacher Evaluations. The Parties agree that student progress should be a factor in teacher evaluation and that a joint committee should assess and make recommendations on how progress in student learning can best be incorporated in the teacher evaluation process.
  - i. The Teacher Evaluation Committee constituted for the District Improvement Plan, as adjusted, will undertake this task.
  - ii. The Teacher Evaluation Committee will coordinate with the Reform Committee, which is examining measurement of student progress in order to be able promptly to utilize that committee's recommendations.
  - iii. The Committee shall make its initial recommendations to the Board (with a copy to the Union) no later than March 15, 2010, in order to implement any changes for the 2010-11 school year. Prior to that, the Committee will communicate written progress reports to the Board (with a copy to the Union) every month.
  - iv. If the Union objects to any of the Committee's recommendations, the Parties agree promptly to meet and confer to try to resolve any differences.
  
- c. Peer Assistance and Review. During the 2009-10 school year, the Parties will work collaboratively to design a peer assistance and review program. If the Parties are unable to reach agreement on the details of such a program, either may reject its use.
  - i. The Parties direct the Teacher Evaluation Committee to design a program providing for peer review of teacher performance and for peer assistance to teachers in need of improvement.
  - ii. The Committee's recommendations shall be presented to the Board and the Union no later than February 15, 2010.
  - iii. No later than April 1, 2010, the Parties shall meet and confer regarding the availability of resources to support the program and how the uses may best be focused to implement it during the 2010-11 school year.

- d. Differentiated Teacher Ratings. The Parties agree that it would benefit both the District and teachers if teachers were evaluated using a more differentiated set of summative categories than the current choice of satisfactory/unsatisfactory.
  - i. The Parties agree that the Teacher Evaluation Committee shall be charged with the task of devising and recommending a teacher evaluation process that results in the differentiation of teachers and their various strengths and weaknesses across at least 4 categories.
  - ii. The Committee shall make its recommendations on this issue to the Board with a copy to the Union no later than April 15, 2010.
2. Fair and Effective Teacher Evaluation, Assistance and Dismissal. The Parties agree that it shall be appropriate for the Board to terminate as incompetent under the Connecticut Teacher Tenure Act a tenured teacher who is: (a) fairly evaluated, (b) timely notified that he or she has significant deficiencies in his or her teaching performance, (c) provided an opportunity for appropriate assistance, and (d) who nevertheless fails successfully to accomplish an appropriate improvement plan. The Parties further agree that if a teacher is notified of an unsatisfactory evaluation by November 1 of the school year, an appropriate improvement plan need not last longer than 120 calendar days in order to provide the teacher with an adequate opportunity to improve, except when the teacher experiences extraordinary obstacles beyond his or her control or demonstrates improved performance which may, in the judgment of the Board and Union, warrant a second year of improvement. This agreement is not intended to change the fact that evaluations and their consequences are not subject to the grievance procedure of the contract.
3. Special Compensation. The Parties agree that the Board will be permitted to propose a midterm program of compensation enhancements of two types, and that if it does so, the Parties will bargain in good faith over such proposals. If no agreement is reached, the issue(s) shall be resolved through interest arbitration. The two types of enhancements are as follows:
  - a. School-based bonuses recognizing substantial student progress. If such enhancements are proposed, the parties will negotiate the criteria for determining substantial student progress, the amounts of such bonuses and how the distribution of such bonuses would be determined, including the possibility that distribution would be determined by personnel in the designated schools. If such bonuses are proposed, they must be made to schools in all tiers.
  - b. Compensation Enhancements for Differentiated Roles and Other Activities. Compensation enhancements may be proposed in connection with various roles, including but not limited to the peer assistant/evaluator. Such roles shall be made available to those teachers who demonstrate the highest levels of validated performance per the District's evaluation system, irrespective of seniority. Enhancements may also be offered in connection with other activities, including but not limited to agreeing to teach in certain schools, such as reconstituted schools.

4. Work Rules and Variations in Different Schools.

- a. Determination of School Tiers. The Board will consult with and consider any recommendations offered by the NHFT concerning the criteria used for defining tiers and how schools are assigned to tiers. Although the allocation of schools to tiers is recognized by the Parties to be a management right, the Parties acknowledge the Union's right to demand effects bargaining where that decision has an impact on mandatory subjects of bargaining.
- b. Waiver of Work Rules in Tier I and II Schools. Schools in Tier I or Tier II may seek to waive certain school work rules. In order for such a waiver to be effective, the following conditions must apply:
  - i. The waiver must be approved by the teachers in the school. A waiver will be considered approved by the teachers if the following occur:
    1. The terms of the waiver are presented in writing to the teachers at least five working days before a vote of the teachers is taken.
    2. A secret ballot vote will be conducted by the NHFT Building Representative and the Principal during a mandatory meeting of teachers held during work time in the building.
    3. During this meeting and prior to the vote, the Principal, a union representative and any teachers who wish to do so may express their views about the merits of the waiver. Upon request, teachers may also receive time during the meeting to discuss the waiver proposals without administrators present.
    4. Seventy-five or more percent of the teachers voting must vote to approve the waiver.
  - ii. The school Principal must approve the waiver
  - iii. The waiver is subject to review and denial by either the Superintendent/designee or NHFT, if it is determined by either that the waiver is not in the best interests of the students. If either party rejects the waiver, that Party shall be required to explain at the next Board meeting in public session how, in its view, the waiver would not be in the best interest of students.
  - iv. Work rules that may be waived are: Article II, Sections 3-8, 12 and 13.
- c. Board's Right to Make Program Changes In Tier III Schools. In Tier III schools, the Board shall have the right to make programmatic changes and/or restructure duties and assignments during the existing workday that may impact work rules and compensation provided that:
  - i. Any proposed changes shall first be discussed by the Reform Committee or a school committee designated for such purpose by the Reform Committee;

- ii. Proposed changes to the current practice in either the # of hours worked per day or the # of days worked per year shall be presented to the teachers no later than March 15<sup>th</sup> of the prior school year for implementation the following September:
        - 1. Increases in the amount of time required in a day and/or any increases in the # of work days per year shall be compensated on a pro-rata basis at the rate of the average salary of the impacted teachers or other agreed upon benefit in lieu of compensation.
    - d. Program Flexibility in Turnaround Schools. In any Tier III schools that the Board determines are to be reconstituted, the Board shall have a heightened degree of flexibility in designing and changing instructional programs. These schools shall be subject to Appendix A.
5. School Improvement and Continued Collaboration Regarding Reform.
- a. Joint Reform Committee. A joint “Reform Committee” shall be established for the purpose of monitoring application of this Amendment, resolving collaboratively any issues that may arise in its implementation, and such other tasks as may be assigned by this Document or by the Parties. The Committee shall be composed of eight members, including 3 administrators appointed by the Superintendent, 3 teachers appointed by the Union President, and 2 parents appointed by the Superintendent (one of which is recommended by the Union President). The Committee shall be chaired by the Superintendent/Designee, who shall not have a vote.
  - b. School Climate Surveys. The Board intends to develop surveys to assess how various stakeholders view schools and their leaders, and it agrees to consult with and consider Union recommendations with respect to the design and implementation of such surveys.
6. Coordination with the CBA. If this Amendment conflicts in any respect with the CBA, the Parties intend this Amendment to control. The Board retains any management rights not expressly limited by the provisions of this Amendment. The Parties retain all legal rights not expressly limited by the provisions of this Agreement.
7. Duration. This agreement shall take effect when signed by the parties. It is intended to remain in effect until termination of the contract currently being negotiated by the Parties.

APPENDIX G  
TURNAROUND SCHOOLS

**Introduction:** The New Haven Board of Education (NHBOE) and The New Haven Federation of Teachers, Local 933, (NHFT) agree that one of the approaches to achieving their mutual goal of ensuring success for all students, and particularly those in low performing schools, is to create “Turnaround Schools.” Turnaround Schools are those Tier III schools that are identified for reconstitution and that require both additional supports and flexibility. These schools need to be free to choose their staffs, develop new cultures of successful performance and learning, redesign work rules, modify the length of the instructional day and year, scheduling, instruction programs and pedagogy.

It is expressly agreed that Turnaround Schools shall remain public schools within the District and that employees shall maintain their representation by the New Haven Federation of Teachers. In order to achieve flexibility, the Parties agree that Turnaround Schools must be free from many Board regulations and policies and from many sections of the Parties’ collective bargaining agreement. Such schools may be designated for operation by third party managers and may be or have the characteristics of in-district charter schools. To that end, the Parties agree that the Board/Superintendent, through contracts with third party school operators, may delegate its authority to manage and direct teachers in the operation of the school, consistent with this Appendix and the Agreement of which it is a part.

It is the intent of the Parties that teachers and administrators in these schools will work collaboratively to create effective learning environments for students. Teachers, other school staff and parents shall have a voice in designing programs and determining work rules that are likely to be successful in such schools.

- I. Status of NHBOE Employees Who Work in Turnaround Schools:** All teachers who elect and are selected to work in Turnaround Schools shall maintain their full status as members of the NHFT bargaining unit and as employees of the NHBOE.
- A. Teachers shall continue to receive the compensation set forth in Article XII, 1-12, of the Parties collective bargaining agreement (the Agreement) and the benefits set forth in Article XIII of the Agreement, subject to possible adjustment as set forth in IV below.
  - B. Teachers will maintain their status under the Connecticut Teacher Retirement System.
  - C. Teachers will continue to be subject to the rights, protections, obligations and duties applicable to certificated employee under Connecticut Law.
  - D. Teachers will maintain and continue to accrue seniority as teachers within the District.
  - E. When working in a school operated by a third party, teachers shall be subject to the direction and management of the third party operator, consistent with this Appendix and the Agreement of which it is a part.

**II. Assignment and Transfer:** Teachers shall work in Turnaround Schools on a voluntary basis. When a school is designated as a Turnaround School, existing staff will be invited to apply along with other staff, but the Principal shall have the authority to determine which applicants will be accepted. After completing an initial two-year commitment to the school, teachers who request a transfer shall be transferred to other schools within the District without penalty, except that no teacher who is on a plan of improvement may transfer except with the permission of the Superintendent. After two years, standard transfer rights will apply. Upon transfer to a regular school (non-Turnaround), teacher compensation shall be what is paid at the regular school.

Teachers at a school to be reconstituted who are not selected to staff the Turnaround School shall be transferred to another District teaching position for which the teacher is certified. No NHFT member shall be laid off as a direct result of the creation of Turnaround Schools.

### **III. Working Conditions in Turnaround Schools**

Turnaround Schools shall continue to follow state and federal laws and regulations. They shall be exempt from many School Board regulations and District policies and shall likewise be exempt from many provisions of the Collective Bargaining Agreement. Turnaround Schools shall strive for a model of collaboration and shared decision-making at the school site.

A. As expressly set forth below, certain provisions of the NHBOE-NHFT Collective Bargaining Agreement shall remain in full force and effect at all times during this agreement. In addition to those provisions referred to in Section I above, the following provisions of the Agreement, cannot be waived or in any way modified by the Board or the School, and shall continue to apply with full force to unit members who work in Turnaround Schools.

- Preamble
- Article I (Recognition, Rights and Obligations of the Parties)
- Article II Sections 1(Fair Disciplinary Policy), and 16 (Student Behavior)
- Article II Section 10(Teacher’s Notice by Superintendent)
- Article III (Grievance Procedure) – subject to Section B, below.
- Article V (Federation Rights)
- Article VI (Absences and Leaves of Absences)
- Article VIII (Personnel Files and Evaluation)
- Article XI (Teacher Protection)
- Article XIV (Conformity to Law and Savings Clause)
- Article XV (Layoffs)
- Article XVII Sections 1 & 2 (Cooperative Educational Planning)
- Article XIX (Duration)
- Appendices A, B & E, except that compensation is subject to adjustment as specified in Section IV below.

- B. The foregoing Articles shall continue to be subject to the Grievance provisions of the Agreement. All other matters shall not be subject to the contractual Grievance provisions and, instead, are subject to the Internal Appeals Process set forth below.
- C. The provisions of this Appendix are not intended to narrow or expand the rights of the District or NHFT to be less or greater than that provided by law, except as specifically set forth in this Appendix. If there is a conflict between a specific provision of this Appendix and legal requirements, all other non-conflicting sections of this Appendix shall remain in full force and effect.

#### **IV. Work Year, Work Day, Etc.**

- A. Prior to electing to work at a Turnaround School, teachers shall be informed of plans for the school, including relevant information about working conditions and compensation. Teachers shall sign an Election to Work Agreement, which sets forth the working conditions at their school. The Election to Work Agreement shall include the following information:
  - The vision and expected instructional program of the school.
  - The hours of instruction and school day with expected degrees of flexibility.
  - The length of the school year and the school calendar.
  - The expected length of time teachers may be required to be present in the school outside the normal instructional day.
  - The commitment to remain in the school for at least two years.
  - Any compensation programs that apply to the particular school different from the standard compensation schedule.

The Election to Work Agreement shall clearly state that teachers should expect year-to-year, or even intra-year, flexibility in aspects of their duties and program not covered by the agreement, including but not limited to timing/scheduling of faculty meetings to respond to school conditions, and/or scheduling and manner of professional and staff development.

- B. Notwithstanding the provisions of this section, Turnaround Schools shall, at a minimum, provide at least the number of student instructional days and the amount of instructional minutes as other District schools.
- C. The Parties agree that the initial Election to Work Agreement shall be created by school leadership and shall be given to affected staff no later than March 15 of the previous school year. Subsequent modifications shall be made in accordance with the following procedure:
  - 1. The terms of the proposed Agreement will be presented in writing to the teachers at least five working days before a vote of the teachers is taken.

2. A secret ballot vote will be conducted by the NHFT Building Representative and the Principal during a mandatory meeting of teachers held during work time in the building. Teachers unable to be present for the meeting may vote by absentee ballot.
3. During this meeting and prior to the vote, the Principal, a union representative and any teachers who wish to do so may express their views about the merits of the proposed Agreement. Upon request, the teachers will be afforded time to discuss the Agreement without the presence of any administrators.
4. A decision to accept the proposed agreement must be made by at least 2/3rds of the teachers voting.

If the Election to Work Agreement for an upcoming school year has not been approved by March 15, the previous year's Election to Work Agreement shall remain in place.

**V. Governance of Turnaround Schools:** Each Turnaround School shall be governed by the Principal under the direction of the Superintendent and Board of Education or other designated school leader (under the terms of an RFP or contract approved by the Superintendent and Board of Education, which may not be inconsistent with the provisions of this Agreement). In each school, an Advisory Council, composed of teachers, parents and community leaders, shall be created, and the AC shall make recommendations regarding program, budget and changes to the Election to Work Agreement. For purposes of hiring after the initial year, the School Planning Management Team shall provide input. The Board and Superintendent shall retain their full legal authority to manage these schools except to the extent such authority is expressly limited by this agreement.

**VI. Collaborative Review:** Review of all Turnaround Schools shall be provided by a Reform Committee, the composition of which is defined in Paragraph 5 of the Side Letter to the 2006-2010 Contract and Amendment to the 2010-2014 Contract Regarding Reforms. This Committee shall review all Turnaround Schools and procedures, including selection of school leaders, school performance, and operational procedures and practices both to encourage success and to identify practices and approaches that should be duplicated or avoided.

**VII. Internal Appeals Process**

- A. The following internal appeals process shall be made available to teachers at each Turnaround School unless an alternative process has been adopted at the school with the consent of the Reform Committee.
- B. A complaint under the IAP is limited to allegations that the written terms of this Appendix or of an Election to Work Agreement has been violated or misapplied.
- C. Every teacher in a Turnaround School shall receive a copy of the IAP.
- D. Every locally developed IAP shall provide that if a complaint cannot be satisfactorily resolved at the school level, a final decision will be made jointly by the Superintendent of Schools/designee and the President of the Union/designee.
- E. A "day" for purposes of the timelines of this IAP is defined as any day of the calendar year except Saturdays, Sundays, legal or school holidays. The time

limits of this IAP are intentionally expedited to achieve early resolution, and are expected to be adhered to by all parties. Time limits may be extended or waived, but only by mutual written agreement.

The steps of this IAP are as follows:

1. Informal meeting Between the Grievant and School Leader: Within five (5) days after the aggrieved employee became aware (or should have become aware) of the occurrence of the event(s) upon which the grievance complaint is based, the aggrieved employee must request an informal meeting with the school leader to discuss the matter and attempt in good faith to resolve it. The meeting shall be conducted within five (5) days of the request. A representative of the Union may be present upon the request of the grievant.
2. Formal meeting Between the Grievant, School Leader and Other Relevant Individuals: If the grievance is not resolved within five (5) days of the informal meeting in Step 1, the grievant may continue the process by filing a written grievance. The grievance shall state the relevant facts and identify the specific provisions of this document which he or she feels have been violated. The School Leader shall convene a meeting to review and discuss the grievance within five (5) days of receipt of the written grievance. The School Leader and grievant shall invite to the meeting all individuals who have relevant information or who are in a position to meaningfully contribute to prompt resolution of the grievance. If the grievance is not resolved, within five (5) days of this meeting, the School Leader shall issue a written decision regarding the grievance. If the grievance is denied, the School Leader shall explain in writing the full reasons for the denial.
3. Meeting With Superintendent/Designee and Union President/Designee: Within five (5) days of receiving a written denial from the School Leader, the grievant may request a meeting with the Superintendent/Designee and Union President/Designee. They will hear the matter promptly. If they are unable to resolve the grievance, they shall so inform the grievant in writing within five (5) days of the meeting and they shall at the same time refer the matter to the two-member Alternate Claim Panel for final resolution.
4. Submission to Alternate Claim Panel: The assigned members of the Joint Panel shall convene the parties to learn the facts and hear the parties' contentions, and then shall use their mutual best efforts to reach agreement upon the appropriate final decision. It is anticipated that they will be able to do so. However, in the event that they are deadlocked, the Superintendent/Designee and the Union President/Designee shall designate one of the Panel Members as the decision maker (and the other as an advisor), based upon the principle of alternating between which of the parties will make the designation. The designation will not be made until it is necessary to do so.
5. Joint Panels: The Board and the Union shall each designate an equal number of retired District employees to serve as a pool of Joint Panel members. Such appointments shall

be made each March for the ensuing school year. The total number of such appointees shall be determined by the parties each year based on anticipated need, but shall not be fewer than eight (four each). The Board and Union shall each make all reasonable good faith efforts to select their designees on the basis of perceived school experience, reputation for fairness and judicious character. Such appointees shall then be divided into two-member teams to serve together for the remainder of the school year.