

SETTLEMENT AGREEMENT

The Parties hereby enter into this Settlement Agreement in resolution of negotiations for a successor agreement which shall be comprised of the following:

1. Reform Turnaround Schools agreement in the form attached as Appendix A.
2. Reform Side Letter attached as Appendix B.
3. Wage schedules attached as Appendix C.
4. Health Insurance Plans attached as Appendix D.
5. The revised transfer language attached as Appendix E.

All other proposals shall be deemed withdrawn. The agreement summarized above shall be incorporated into a complete collective bargaining agreement for the term July 1, 2010 through June 30, 2014.

Dated: October 2, 2009

CITY OF NEW HAVEN and
NEW HAVEN BOARD OF EDUCATION

NEW HAVEN FEDERATION OF
TEACHERS

By _____
John DeStefano, Mayor

By _____
David Ciccarella
President

By _____
Dr. Reginald Mayo, Superintendent

APPENDIX A

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.

APPENDIX B

SIDE LETTER TO THE 2006-2010 CONTRACT AND AMENDMENT TO THE 2010-2014 CONTRACT REGARDING REFORMS

This Agreement is made this _____ day of _____ 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 15th 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 C

2010-2011 Salary Schedule

STEP	BA	MA	6TH YR	PHD
1	40535	42875	45330	49393
2	42174	44417	46969	51034
3	43915	46139	48740	52804
4	45948	48142	50742	54806
5	48051	50244	52846	56910
6	50208	52402	55004	59068
7	52426	54619	57221	61284
8	54705	56898	59500	63562
9	57047	59241	61842	65906
10	59458	61658	64252	68334
11	61887	64080	66681	70744
12	64865	67079	69709	73815
13	67670	69905	72561	76707
14	70564	72821	75505	79692
14.5	73782	76049	78747	82955
15	77000	79276	81989	86217

2012-2013 Salary Schedule

STEP	BA	MA	6TH YR	PHD
3	43759	45953	48554	52618
4	45535	47729	50329	54393
5	47616	49809	52411	56475
6	49761	51955	54557	58621
7	51966	54159	56761	60824
8	54233	56426	59028	63090
9	56562	58756	61357	65421
10	58959	61159	63753	67835
11	61383	63576	66177	70240
12	64253	66467	69097	73203
13	67086	69321	71977	76123
14	69964	72221	74905	79092
14.5	73482	75749	78447	82655
15	77000	79276	81989	86217
Max1	78100	80376	83089	87317
Max2	79300	81576	84289	88517

2011-2012 Salary Schedule

STEP	BA	MA	6TH YR	PHD
2	42174	44417	46969	51034
3	43759	45953	48554	52618
4	45738	47932	50532	54596
5	47830	50023	52625	56689
6	49982	52176	54778	58842
7	52193	54386	56988	61051
8	54466	56659	59261	63323
9	56801	58995	61596	65660
10	59205	61405	63999	68081
11	61632	63825	66426	70489
12	64552	66766	69396	73502
13	67375	69610	72266	76412
14	70260	72517	75201	79388
14.5	73630	75897	78595	82803
15	77000	79276	81989	86217
Max1	78100	80376	83089	87317

2013-2014 Salary Schedule

STEP	BA	MA	6TH YR	PHD
3	43759	45953	48554	52618
4	45357	47551	50151	54215
5	47408	49601	52203	56267
6	49546	51740	54342	58406
7	51745	53938	56540	60603
8	54006	56199	58801	62863
9	56329	58523	61124	65188
10	58719	60919	63513	67595
11	61141	63334	65935	69998
12	63966	66180	68810	72916
13	66803	69038	71694	75840
14.0	69676	71933	74617	78804
14.5	73338	75605	78303	82511
15.0	77000	79276	81989	86217
Max1	78100	80376	83089	87317
Max2	79300	81576	84289	88517
Max3	80600	82876	85589	89817

Appendix D

ARTICLE XIII
BENEFIT PROGRAMS

SECTION 1.

(a) ~~Effective as soon as possible,~~ 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 programs known as, "CP-2 PPO," "BC-1 POE" and ~~"BC-2 POE."~~ **"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, 2006 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%	12.5 16%	16.5 20%
7/1/11-6/30/12	9.5%	13.5 16.5%	17.5 20.5%
7/1/12-6/30/13	10%	14.5 17%	18.5 21%
7/1/13-6/30/14	10.5%	15.5 17.5%	19.5 21.5%

* * *

(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

~~\$75,000 life insurance coverage above that provided in paragraph (e).~~ **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.**

* * *

~~(k) Domestic Partners: The Board shall provide all contractual benefits provided to spouses to domestic partners.~~

~~A. The term "spouse" used anywhere in this Agreement shall be deemed to include a covered person's unmarried domestic partner who has executed an affidavit in accordance with this provision. A teacher wishing to change her/his health or pension status based upon being in a domestic partnership must execute an affidavit with the New Haven Board of Education, together with appropriate evidence of joint residency and mutual dependence. The affidavit shall certify under the penalty of perjury that he or she:~~

- ~~1. Is in a relationship of mutual support, caring and commitment, and intends to remain in such relationship for the indefinite future.~~
- ~~2. Is not married to anyone else.~~
- ~~3. Is her/his domestic partner's sole domestic partner, and vice versa.~~
- ~~4. Is not related by blood to the domestic partner closer than would bar marriage in the State of Connecticut.~~
- ~~5. Is at least 18 years of age and competent to contract.~~
- ~~6. Shares a legal residence with her/his domestic partner, and has shared a common legal residence for at least 12 months prior to the execution of the affidavit.~~
- ~~7. Is jointly responsible with her/his domestic partner for maintaining common household.~~
- ~~8. Will inform the New Haven Board of Education promptly if there is any change in the status of the domestic partnership.~~

~~The evidence of mutual dependence shall be any two of the following:~~

- ~~* Ownership of a joint bank account~~
- ~~* Ownership of a joint credit card~~
- ~~* Evidence of a joint obligation on a loan~~
- ~~* Evidence of a common household (household expenses, e.g., utility bills, telephone bills, joint public assistant budget, etc.)~~
- ~~* Joint ownership of a motor vehicle~~
- ~~* Execution of wills naming each other as executor and/or beneficiary~~

- ~~* Granting each other durable power of attorney~~
- ~~* Granting each other powers of attorney~~
- ~~* Designation by one or other as beneficiary under a retirement benefits account~~
- ~~* Evidence of other joint responsibility~~

And shall provide either

- ~~* A joint mortgage or lease, or~~
- ~~* Joint ownership of a residence, or~~
- ~~* Comparable evidence of a permanent intent to cohabitate~~

~~A dependent child of the domestic partner (as defined above) shall not be covered.~~

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>	Yes 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>Dispensed as Written</u>	Allows the member to receive a brand when

~~the generic is available at just the brand copay when the doctor writes "Dispensed as Written" on the prescription. If the doctor fails to write "Dispensed as Written" on the prescription and member requests the brand with the generic available, the member will pay the difference between the cost of the generic and brand drug and the brand drug copay~~

Step Therapy

Yes Mandatory

Precision RX Specialty Pharmacy

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.

City of New Haven
New Three Plan Options

Benefit	Century Preferred (CP2)	Bluecare POE(BC1)	Century Preferred Comp
Cost Shares	In Network services subject to copays Out-of- Network services subject to deductible and coinsurance	In Network Services Only Subject to Copays	In Network Deductible-\$250/\$500/\$750 Coinsurance-10% up to \$1500/3000/4500 Out of pocket maximum Following Services Deductible Waived - Copay-\$20 Medical Office Visit/\$0 Preventive Care \$100 Emergency Room \$75 Urgent Care
Out of Network Benefit	Copay-\$15 Office Visit, \$75-\$100 Emergency Room \$100 Outpatient Surgery, \$250 Hospital Admission Specialist \$20, third year \$25	Copay-\$10 PCP Office Visit/\$49 \$15 Specialist OV \$0 Outpatient Surgery, \$0 Hospital Admission Lifetime Maximum In Network-Unlimited	Lifetime Max In Network-Unlimited/Out Network \$1,000,000.
Out of State Benefit	OON Network Deductible-\$500/\$1000/\$1500 Coinsurance-30% Out of Pocket Maximum-\$2000/\$4000/\$6000 Lifetime Maximum In Network Unlimited or Out of Network-1,000,000	No Out of Network Benefits Members Must Use the Bluecare Provider Network to Receive Payment on Services Lifetime Maximum for In network Services is Unlimited	OON Network Deductible-\$500/\$1000/\$1500 Coinsurance-30% Out of Pocket Maximum-\$3000/\$6000/\$9000 Lifetime Max for In Network Unlimited/Out Network \$1,000,000.
In State Network	Uses the National Network and Bluecard PPO	Out of State Benefits are Covered Only in an Emergency or Urgent Situation	Uses the National Network and Bluecard PPO
PREVENTIVE CARE	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
Pediatric Age based schedule	\$15 \$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
Adult Age Based Schedule	\$45 \$0 Copay Once-every-3-years-18-to-29 years of age Once-every-2-years-30-to-49 years of age Once-every-year-50-years-and-over- Annual Check-ups at 18 years of age	No Copay 1-exam-every-5-calendar-years-22-to-29 years 1-exam-every-3-calendar-years-30-39 years 1-exam-every-2-calendar-years-40-49 years 1-exam-every-year-50-and-over- Annual at 21 years of age	No Copay Annual at 21 years of age
Immunizations	As part of Preventative Exam	As part of Preventative Exam	As part of Preventative Exam
Gynecological/Obstetrics	\$0 Copay for wellness-\$45-\$20 Copay Specialty; 3rd year \$25 \$45 \$20 Copay Maternity-First Visit Only third year \$25	\$0 Copay for wellness \$10 \$15 Copay Specialty \$49 \$15 Copay Maternity-First Visit Only	\$0 Copay for annual exam \$20 Copay Maternity-First Visit Only
Mammography	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)

City of New Haven
New Three Plan Options

Benefit	Century Preferred (CP2)	Bluecare POE(BC1)	Century Preferred Comp
Hearing	\$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)
Vision (NEW PLAN)	\$15 Copay PCP (once a year) \$20 specialist, third year \$25	\$10 (one every 2 years) (once a year) \$15 by Specialist	\$0 Copay (once every two years)
MEDICAL SERVICES			
Medical office visits	\$15 Copay \$20 specialist, third year \$25 specialist Unlimited Visits	\$10 Copay PCP \$10 \$15 Specialist	\$20 Copay Unlimited Visits
Physical or Occupational Therapy	\$45 \$20 Copay third year \$25 50 Combined Visits for pt, ot and chro- Excess Days Covered as OON	\$10 \$15 Copay Unlimited Visits	\$20 Copay 30 combined visits for pt,ot,st 20 visits for chiro

City of New Haven
New Three Plan Options

Benefit	Century Preferred (CP2)	Bluecare POE(BC1)	Century Preferred Comp
Speech Therapy	\$15 \$20 Copay third year \$25 50 Combined Visits for pt, ot st and chro- Excess Days Covered as OON	\$10 \$15 Copay Unlimited Visits	\$20 Copay 30 combined visits for pt,ot,st 20 visits for chiro
Chiropractic Services	\$15 \$20 Copay third year \$25 50 Combined Visits for pt,ot, st and chiro Excess Days Covered as OON	\$10-\$15 Copay Unlimited Visits	\$20 Copay 30 combined visits for pt,ot,st 20 visits for chiro
Allergy Services	\$15 \$20 Copay third year \$25 80 visits In 3 years	\$10-\$15 Copay 60 visits In 2 years	\$20 Copay for office visit Injections-10% after deductible 80 visits In 3 years
Diagnostic, Lab & X-ray	\$15 \$20 Copay third year \$25	Covered	10% after deductible
Outpatient Mental Health & Substance Abuse (Biologically Based)	\$15 \$20 Copay third year \$25 Unlimited Visits	\$10 \$15 Copay Unlimited Visits	\$20 Copay Unlimited Visits
Outpatient Mental Health & Substance Abuse (Non Biologically Based)	\$15-\$20 Copay third year \$25 Up to 30 Visits per Calendar Year Excess Days Covered as OON Unlimited	\$10 \$15 Copay Up to 40 Visits per Calendar Year Unlimited	\$20 Copay Unlimited Visits
EMERGENCY CARE			
Emergency Room	\$75 \$100 Copay (waived if admitted) Non-Emergency Treated as OON	\$75 \$100 Copay (waived if admitted)	\$100 Copay (waived if admitted)
Urgent Care	\$50 \$75 Copay Not Covered Out of Network	\$50-\$75 Copay	\$75 Copay Not Covered Out of Network
Walk-In Centers	\$15 Copay	\$10 Copay	\$20 Copay
Ambulance	Unlimited for Land and Air	Unlimited for Land and Air	10% after deductible in or out of network
INPATIENT HOSPITAL-			
Inpatient- General/Medical/Surgical/ Maternity (Semi-Private)	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay	All Hospital Admissions Require Pre-Cert No Copay	10% after deductible up to the out of pocket maximum
Ancillary Services-Medications and Supplies	Covered	Covered	10% after deductible up to the out of pocket maximum
Mental Health (Biologically Based)	\$250 Per Admission Copay	No Copay	10% after deductible up to the out of pocket maximum
Mental Health (Non-Biologically Based)	\$250 Per Admission Copay 60 Days Per Calendar Year Excess Days Covered as Out of Network Unlimited	No Copay 60 Days Per Calendar Year Unlimited	10% after deductible up to the out of pocket maximum Unlimited Days
Substance Abuse	\$250 Per Admission Copay 45 Days Per Calendar Year	No Copay 45 Days Per Calendar Year	10% after deductible up to the out of pocket maximum Unlimited Days

City of New Haven
New Three Plan Options

Benefit	Century Preferred (CP2)	Bluecare POE(BC1)	Century Preferred Comp
	Excess Days Covered as Out of Network		
Rehabilitative Services	\$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

City of New Haven
New Three Plan Options

Benefit	Century Preferred (CP2)	Bluecare POE(BC-1)	Century Preferred Comp
Skilled Nursing Facility	\$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
Outpatient Surgery (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
Pre-Admission Testing	Covered	Covered	Covered
Diagnostic Lab & X-Ray	\$15-\$20 Copay \$25 in third year MRI-\$59 \$75 Copay	Covered	10% after deductible up to the out of pocket maximum
OTHER SERVICES			
Durable Medical Equipment (Including Prosthetics)	\$100 Deductible then Covered in Full	Covered at 100%	10% after deductible up to the out of pocket maximum
Home Health Care	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
Hospice	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
Acupuncture	20 Visits Per Calendar Year	Not Covered	Not Covered
Orthotics	\$50 Copay	Limited to Specific Items & Diagnosis	Not Covered
TMJ	Not Covered	Not Covered	Not Covered
Infertility	\$25 Office Visit Copay 50% up to a \$5000 Lifetime Maximum Invitro and Artificial Insemination Not Covered	\$10-\$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
Prescription Rider	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
Cost Share	20 / 20.5 / 21 / 21.5%	16 / 16.5 / 17 / 17.5%	9 / 9.5 / 10 / 10.5%
Orthodontia	\$600 \$1500 to 19 years of age	\$600 \$1500 to 19 years of age	\$600 \$1500 to 19 years of age
Medical Waiver	\$75,000 Life Insurance-\$500 / 1000 / 1500 Mandatory Step Therapy / DAW Override Eliminated / 1x Generic, 2x Brand Mail / Mandatory Mail for Maintenance / Mandatory Precision RX Specialty Pharmacy	\$75,000 Life Insurance-\$500 / 1000 / 1500	\$75,000 Life Insurance-\$500 / 1000 / 1500
Prescriptions -ALL PLANS			
Comp Plan			
Dental Cost Share			
20 / 20.5 / 21 / 21.5%			
All new hires must take the Comp Plan			
20 / 20.5 / 21 / 21.5%			

City of New Haven
New Three Plan Options

Benefit	Century Preferred (CP2)	Bluecare POE(BC1)	Century Preferred Comp
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*The Student age for all three plans is 26/25.

*This does not constitute the actual health plan or insurance policy. It is only a general description of the plan.

APPENDIX E

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. ~~From September 1 to November 1, the Board shall be able to fill positions from the outside as per discussions in the negotiations.~~

(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 teachers 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** ~~no later than September 1.~~

(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 during the months of May through August, 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 during the months of May through August, 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.