

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE NEW HAVEN BOARD OF EDUCATION**

**and**

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

**JULY 1, 2023 – JUNE 30, 2026**

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**Shaping Culture in NHPS – Beliefs, Vision, and Norms**

<i><b>What We Believe (Beliefs)</b></i>	<i><b>Where We Are Going (Vision &amp; Strategies)</b></i>
<p>We believe that together we must continue to improve public education in New Haven, resulting in success for every school and every student.</p> <ul style="list-style-type: none"> <li>• We believe that substantial improvement in student learning in New Haven is possible and urgent. Significant and ongoing change is possible and necessary across the district and at all levels of the system to reach that goal.</li> <li>• We believe that our schools must engage, value, challenge, and provide success to all our students – and we believe that our students can grow to high levels of achievement no matter the other obstacles in their lives.</li> <li>• We believe that schools are the most important organizational units in the system, and that our central offices, our policies, and our systems must support the individual excellence of each school. Within the schools, a shared mission, understanding of students and ongoing professional collaboration are the foundation for the teamwork essential to effective schools.</li> <li>• We believe that the people surrounding students – teachers, principals, and other adults – are the district’s most important resources, and that their individual and collective effectiveness is the most important factor in improving student results learning</li> <li>• We believe we cannot work alone, and that we must collaborate with and support the other adults who are part of our students lives, particularly their parents</li> <li>• We know the route to accomplish our goals is neither clear nor easy, but we believe with collaboration, perseverance, and positive relationships we can achieve them together.</li> </ul>	<p>Our vision is to create a school district where...</p> <ul style="list-style-type: none"> <li>• Students learn through meaningful and coherent experiences that support their intellectual, emotional and physical development, and that these experiences must be created in individual classrooms, within the school as a whole, and extend beyond the school into their lives.</li> <li>• Schools are the focal point for learning in the district, where teams of adults take collective and empowered responsibility for students, working separately and together to move students from wherever they start to the highest performance levels</li> <li>• The district, at all levels and in all things, encourages both collaboration without fault and positive change through growth, adaptation, and innovation</li> </ul> <p>We are pursuing this vision through three broad strategies...</p> <ul style="list-style-type: none"> <li>• <i>Portfolio of Schools:</i> Each school will be organized and supported on its own unique path to success</li> <li>• <i>Talent:</i> Adults in the system will be managed as professionals to encourage collaboration, empowerment, and responsibility for outcomes – and this will enable us to attract, develop, and retain the highest caliber staff</li> <li>• <i>Community &amp; Parents:</i> The work of the school system will be as aligned as possible with the other adults who work on behalf of students to prepare them for the rest of their lives, including parents, community organizations, and Promise</li> </ul>

### *How We Work Together (Norms)*

We work effectively together on behalf of students when our words and actions reflect the following norms:

- *No Fault Problem-solving*: We focus on overcoming real challenges and solving the urgent problems before us, not on placing blame or fault for those problems.
- *Pursuit of Problems*: Challenges and problems are opportunities for learning and improvement, and so we seek out both the facts/data and the courageous conversations that will improve learning in the district for our students
- *Valuing Others*: We strive to understand how our peers and collaborators see the world, and we recognize their legitimate perspectives and concerns. We avoid the temptation to dismiss individuals and generalize other groups.
- *Foster Constructive Relationships*: We explicitly show our support for each other, including by developing each other and by challenging each other to do better.
- *Enduring Partnership*: If we have invested meaningful time, listened to each other, and genuinely sought consensus, we move forward together – even when we disagree.

## PREAMBLE

SECTION 1. This Agreement is made and entered into as of this first day of July, 2023, 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 10-153b 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 all positions “in the teachers’ bargaining unit” as defined in said statute.

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 or by exercising its right under the Teacher Negotiation Act to file a complaint with the State Board of Labor Relations.

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, intellectual disability, 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 they 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 the Federal Family and Medical Leave Act, 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 law.

SECTION 9. In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a *Durational Shortage Area Permit* (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

(a) A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.

## 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 they so desire, 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 their 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 be 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 (one day)
- (2) Yom Kippur
- (3) Indigenous Peoples' 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) Eid al-Fitr
- (15) Memorial Day
- (16) Juneteenth

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

(d) Notwithstanding these provisions the Board reserves its statutory rights to change the length and scheduling of the student school day (except for the length and the scheduling of teacher lunch periods and teacher preparation periods), the length and scheduling of the student school year, and the length and number of parent-teacher conferences. The length and scheduling of the school year will not be changed without prior notification to the Federation and opportunity to negotiate the impact of any such change.

## SECTION 3. Work Day

(a) Classroom teachers and other teachers on the classroom teacher salary schedule shall work six hours and forty-five minutes (6.75) scheduled hours in each workday. Teachers shall report

to school at the designated beginning of their workday. Each school may reflect different start and end times due to bell times, flexible teacher scheduling and other factors; however, teachers must comply with the established schedule for their assigned school(s) for all scheduled time which shall include instructional time, collaborative time, other scheduled professional time as determined collaboratively by the teacher and the school administration, as well as unencumbered preparation time. Teachers may leave the building after all encumbered time has been concluded for the day, 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. The length of the student school day shall not be changed during the life of this Agreement without prior notification to the Federation and opportunity to negotiate the impact of any such change. The length of the student instructional day shall not be increased beyond the hours in effect for the 2022-2023 school year without prior notification to the Federation and opportunity to negotiate the impact of any such change.

(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) Teachers shall be provided a duty free lunch period of not less than that provided to students, but in no event less than 30 minutes.

(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) 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.

(e) 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.

(f) During the term of the contract the parties will meet and discuss class levels for special education and to reduce any agreement to a Memorandum of Agreement. A failure to reach an agreement will not trigger the mid-term dispute resolution mechanism of the Teacher Negotiation Act.

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

(h) 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-five (45) minutes in duration per week for a total of two hundred twenty-five (225) minutes per week. In order to attain this goal, when scheduled by the Superintendent, or their 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.

(d) When a teacher agrees to cover a class for another teacher during their preparation period, the teacher shall be paid \$42.00 per hour or portion thereof.

#### 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 two (2) faculty meetings per month, and teachers may be required to attend one (1) CIA meeting per quarter, of no more than one and one-half (1 1/2) hours in duration each, for a total of twenty-four (24) such meetings per year. 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 their 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 their presence is requested, and of their 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 them.

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

(d) 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.

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

(f) 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 two (2) hours prior to the regular dismissal time 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 Code of Conduct. 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 their decision, but in any event must render their decision in writing, with copies to the teacher and the Federation within six (6) calendar days of the written submission 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 their superior, appeal in writing to the Superintendent and such writing shall set forth specifically the basis of the grievance. The Superintendent or their representative shall meet with the teacher and a Federation representative within six (6) calendar days of receipt of such appeal, and shall give their 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 their 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 timelimits 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. They shall be bound by and must comply with all terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way, any of the provisions of this Agreement. The arbitrator 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 their 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 their 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 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.

SECTION 3. In order to support collaboration between the Office of Human Resources/Labor Relations and the Federation, representatives of both parties (with no more than three members from each party) will meet once a month during the school year on matters related to personnel, leaves of absence, investigations, transfers, compensation, grievances and other relevant matters. 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 agendas indicating the matters they wish to discuss, including the names and qualifications of non-employees they wish to have in attendance, no later than five business days prior to the scheduled meeting.

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 designee and such representative may use the public address system for Federation announcements prior to and at the end of each teaching day.

SECTION 2. Release Time

(a) The Federation will, during its tenure 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 they continued in their 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 their school, they 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 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, they shall notify the General Office of their 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) The Board agrees to deduct dues 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 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.

The Board shall notify the Union monthly when any certified employee is hired. Each employee who chooses to join the Union shall sign a card to that effect. The Union will notify the Payroll office of the new hire's decision to join the Union at hire or at any subsequent date. Beginning within 30 days of said notification the proper deduction will be made in the first pay period of each of the first 10 months of the academic year, and forwarded to the Union monthly. Upon the payment thereof to the Union, the Board shall be held free and harmless from any liability in handling such Union dues.

(b) 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.

(c) If a teacher who is absent on account of sickness, leave of absence, or for any other reasons has no earnings due them 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.

(d) When a teacher does not have sufficient money due them 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.

(e) 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.

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

#### 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 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 their regular scheduled classes because of bona fide illness which requires them to stay home.

(a) So long as the teacher remains in the continuous service of the Board, they 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 one hundred eighty-six (186) working days.

(b) The Board and/or the Superintendent or their 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 their 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) The parties agree to the establishment of a sick bank. Membership in the sick leave bank is voluntary on the part of employees. At the beginning of each school year, teachers who have recently attained tenure under C.G.S. §10-151 may join the sick bank by contributing one day of their appropriated accumulated sick leave. Each participating employee will contribute one (1) day of sick leave each time there is a drive in order to stay active in the bank. Each participating employee contributes one (1) day of sick leave until the bank is built up to a maximum of approximately 1500 days. No more days will be added to the maximum until the bank is depleted to approximately 750 days. The bank will be built up to approximately 1500 days again and the process repeated.

(1) Participation in the sick bank shall be voluntary.

(2) A person withdrawing from membership in the bank will not be able to withdraw the contributed days.

(3) A person must be sick 50 consecutive days before they can draw on the bank.

(4) A person will not be able to withdraw days from the bank until their own sick leave is depleted.

(5) Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.

(6) Maximum withdrawal is 90 days.

(7) Sick leave means the leave the teacher has taken for that year plus their 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. Childbearing and Childrearing Leave

### A. *Childbearing Leave*

(a) Childbearing leave applies to the birthing parent only. In order that arrangements may be made to staff the school properly, a teacher requesting Childbearing leave shall, as soon as possible, give notice to Human Resources and to their Building Administrator. The teacher must also provide Human Resources a physician's statement indicating the expected date of the child's birth, and recommended date for commencement of Childbearing leave, as well as the teacher's requested date for the commencement of Childbearing leave, if such is earlier than the physician's recommendation. Thereafter, the teacher shall provide a physician's certificate if there is a change in the teacher's condition which would change the

physician's recommendation. The notice shall also contain the date when the teacher requests their childbearing leave to terminate.

(b) Childbearing leave shall commence on the date the teacher requests or on the date that the physician states the teacher 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 the teacher is not able to satisfactorily perform their duties, in which event the teacher will be considered disabled for purposes of this section. If the teacher commences Childbearing leave on a date earlier than their disability, they shall subsequently supply the Board with a statement from their physician indicating when the teacher was no longer able to work.

(c) Childbearing leave shall terminate on the date the teacher requests or on the date that the physician states that the teacher is no longer disabled, whichever is later. If a teacher returns from leave after the teacher's disability has terminated, they shall supply Human Resources with a physician's certificate attesting that the teacher is fit to resume full duties with a physician's statement indicating when the teacher was no longer disabled.

(d) A teacher may commence Childbearing leave earlier than initially requested upon giving advance notice in writing to Human Resources, as soon as possible, but not less than two (2) weeks prior to the changed date, and may extend said leave beyond the termination date initially requested upon four (4) weeks' advance notice in writing to Human Resources. Such notice shall, in either case, be waived in the case of emergency and/or in accordance with applicable law.

#### ***B. Childrearing Leave***

(a) Childrearing leave is available to both the birthing and non-birthing parent. Any teacher who has acquired tenure and is expecting a child, or who has firm plans to adopt a child in the immediate future may, upon request, be granted a long-term leave for child rearing purposes. The request for such leave must be made at least four (4) weeks prior to its commencement and must specify the anticipated end date of such leave. A teacher may extend said leave beyond the termination date initially requested, in accordance with the provisions below regarding limits on such extension by providing four (4) weeks' advance notice in writing to Human Resources. Such notice shall, in either case, be waived in the case of emergency. 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.

(b) In accordance with the FMLA, if two spouses are employed by the Board and eligible for FMLA leave, they are limited to a combined total of 12 workweeks of FMLA leave in the 12-month entitlement period for purposes of bonding with a child after the birth of their child or the placement of a child for adoption or foster care. If either spouse uses a portion of the 12-week entitlement for bonding purposes, the other spouse remains entitled to the difference between the amount the employee's spouse has taken and the 12-week entitlement for FMLA leave. This limitation does not affect a teacher's right to non-FMLA qualifying childbearing or childrearing leave under the provisions of this Agreement.

#### ***C. Rules Applicable to both Childbearing and Childrearing Leave***

a. For the birthing parent the entire length of combined Childbearing and Childrearing leave shall not exceed 18 months. For the non-birthing parent, the length of childrearing leave shall not exceed 18 months.

b. For employees who are eligible for leave under the FMLA, any period of Childbearing or Childrearing leave will run concurrently with FMLA leave. Teachers shall be eligible to use their accumulated sick leave pay during the statutory twelve (12) weeks as defined under the FMLA or the period of disability (for the birthing parent), whichever is longer. For any period of Childbearing or Childrearing leave that extends beyond an eligible teacher's FMLA entitlement or period of disability (for birthing parent), leave shall be unpaid.

c. The Board shall maintain in effect on behalf of said teacher all insurance benefits provided for in this Agreement for the period of Childbearing and Childrearing leave. Teachers will remain responsible for their share of premium costs during any periods of paid or unpaid leave.

d. Should a teacher elect to take both Childbearing leave and childrearing leave, Childrearing leave under this Article must be taken immediately after Childbearing leave terminates, except as otherwise approved by the Director of Human Resources. This requirement for Childrearing leave under this Article does not alter in any way the rights of teachers to Childrearing leave under the FMLA.

e. Periods of Childbearing and Childrearing leave shall be included in calculating length of service or employment. Any period of childbearing or childrearing leave taken under this Article shall be counted towards eligibility under the Federal Family and Medical Leave Act, but not actual hours worked, for purposes of determining eligibility for additional FMLA leave.

f. It is understood that a Childbearing and Childrearing leave under ninety (90) student school days does not interrupt continuity of service for the purpose of acquiring tenure, but periods beyond ninety (90) student school days shall be excluded in calculating length of employment for purposes of attaining tenure

g. The following conditions shall pertain upon the termination of Childbearing and Childrearing leave:

i. If Childbearing/Childrearing leave terminates during the school year, the teacher shall be reinstated to their previous position or to an equivalent position for which they are 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.

ii. Childbearing/Childrearing 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 C(e). 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.

iii. All teachers exercising their rights under this Article must apply for reinstatement within eighteen (18) months of the date the leave commenced. Failure to do so shall be considered a resignation.

#### 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 they approve the recommendation of the Committee, shall so indicate on the Committee's recommendation. If the Superintendent disapproves the committee's recommendation, they 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 their 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 their 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 their intention to return to work by March 31 of the year in which they are 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 their 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 their 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, subject to the teacher paying any applicable cost-share contributions required under this Agreement. The Board shall promptly notify the teacher of the cost. The benefits provided under this Agreement shall not continue during any period of unpaid leave, except as may be required by the Federal Family and Medical Leave Act.

(b) Any teacher returning to full time employment in the New Haven schools upon the termination of any leave shall be returned to their former assignment, if available, or to their 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 they are required to spend in court shall accommodate their 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 posted online. Interested teachers shall apply for the position within ten (10) days.

(b) During the period from the end of the work year, the Personnel Office shall make available a current list of all vacancies online.

(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 of Schools may transfer a teacher out of a school if they believe it is in the best interest of the school system, 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. The transfer shall not occur until the Superintendent has met with the Federation President regarding the transfer.

(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 their 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.

Notwithstanding the foregoing, there shall be no involuntary transfers for the duration of the 2020-2023 collective bargaining agreement.

## SECTION 3. 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 their 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 the 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 except for good cause (e.g. DCF investigation). The teacher will have the right to answer any material filed and their 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 their evaluation and such shall be attached to the evaluation form.

(b) Evaluations must be signed electronically by the teacher within ten (10) days to indicate that the teacher has had the opportunity to read the evaluation. 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 copier or multifunction device 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 their duties within the scope of their 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 their unused sick leave to make up the difference between the daily Workers' Compensation Benefit and their regular daily rate of pay, in which event the charge against their 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 their 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 their duties within the scope of their employment is assaulted, then:

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

(b) A teacher shall receive their full salary during any absence from school resulting from an injury due to an assault which results from their 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 their normal annual salary under this Agreement. In the event a teacher is on an extended absence resulting from an assault, they 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 their duties within the scope of their employment, then the Board shall provide the teacher legal counsel and defend them in any proceeding resulting therefrom.

(d) Liability for damages resulting from the negligence of a teacher acting in the discharge of their duties within the scope of their 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. Except for cause shown, 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 approved by an accredited college or university directly related to teaching and learning in the district. Except for cause shown, 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 approved by an accredited college or university that is directly related to teaching and learning in the district. A teacher commencing such a planned course of study when already employed by the Board shall obtain prior approval from the Superintendent.

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 they 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; or
- (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.

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 their duties as a coach, or is injured or disabled or becomes ill while traveling to or from their 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 10. 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 11. Payroll Procedure

(a) Each employee shall elect in writing at the time they execute their individual salary agreement whether they wish 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, they 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.

## SECTION 12. 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) (seven hours effective 2020-2021) consecutive hours per day. However, a principal may arrange to handle detention classes in another manner.

## SECTION 13. Home Bound Compensation

Homebound teachers shall be paid \$32.00 per hour. Teachers shall be certified in the area in which they are requested to teach. Such assignments are voluntary.

## SECTION 14. 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) Teachers teaching in the summer school shall be paid \$32.00 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 15. 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.

Adult education teachers shall be paid \$32.00 per hour. Teachers shall be certified in the area in which they are requested to teach. Such assignments are voluntary.

#### SECTION 16. Club Advisors

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

(a)	Cheerleading Advisors	\$5,895
(b)	Band Directors	\$5,895
(c)	Yearbook Advisor	\$5,586
(d)	Newspaper Advisor	\$5,586
(e)	Literary Magazine Advisor	\$3,041
(f)	Drama Club Advisors	\$3,196 per major production at the Middle and High Schools

### ARTICLE XIII BENEFIT PROGRAMS

#### SECTION 1.

(a) The Board shall cover all employees hired before July 1, 2010 and scheduled to work twenty (20) hours per week or more and their eligible dependents under one of four medical care program known as, High Deductible Health Plan (HDHP), CompMix Plan (“Comp/Mix”), a POE Plan (“POE”) and Preferred Provider Organization Plan (“PPO”). Employees hired on or after July 1, 2010 and scheduled to work twenty (20) hours per week or more and their eligible dependents shall be covered by the Comp/Mix Plan or HDHP only. Employees hired before the July 1, 2010 may choose among the medical plans at the time of enrollment and at the time of the annual open enrollment. Employees hired after September 20, 2016 shall only be eligible for HDHP option. These plan summaries are outlined in Appendix D to this Agreement. Complete plan documents shall be maintained in the City of New Haven’s Office of Medical Benefits. The HDHP shall have deductibles of \$2,000 (single) and \$4,000 (two or more) which shall be funded 50% by the Board into a health savings account (“HSA”). Health reimbursement account (“HRA”) will be offered as

an alternative only to an employee who does not qualify as an ‘eligible individual’ for a health savings account under Internal Revenue Service rules. The Board’s 50% contribution will be funded one-half on each July 1 and January 1 of the plan year.

Each year at the Board’s discretion, prior to July 1, the Board may 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 their (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>HDHP</u>	<u>Comp/Mix</u>	<u>POE</u>	<u>PPO</u>
2023-2024	11%	18%	22%	25.5%
2024-2025	12%	20%	24%	27.5%
2025-2026	13%	22%	26%	29.5%

A vision rider shall be offered to all eligible employees and eligible dependents covered by one of the above referenced medical plans regardless of the plan chosen.

Employees shall participate in the City of New Haven Health Incentive Plan (HIP) program, a summary of which is attached at Appendix D. Employees who do not comply with the requirements of the program shall contribute an additional amount towards the cost of the insurance as follows:

Single Coverage	\$50 per month
Two Person	\$75 per month
Family Coverage	\$100 per month

Members in the CompMix, POE and PPO plans whose primary care physician is in the Enhanced Personal Care Program (EPHC) shall pay a \$15 Office Visit co-pay. While participation in the HIP program is required, participation in the EPHC is voluntary.

(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). Employees must contribute fifteen percent (15%) of the equivalent fully underwritten rates for the dental plan in effect at the time. The following coverages shall apply:

Sealants	100%
Crowns	70%
Night Guards	80%
Post and Core	50%
Anesthesia	100%
Orthodontia	\$2,500 maximum

(e) Effective July 1, 2014 the Board shall provide Seventy-five Thousand (\$75,000) 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. Effective for retirements after June 30, 2025, and continuing until the retiree becomes Medicare eligible, retirees shall contribute towards the cost of said insurance an amount equal to fifty (50%) percent of the cost in dollars of the employee cost share paid by the employee at the time of retirement, which amount shall be fixed.

At age sixty-five (65), such teachers who are not covered by Medicare, shall be provided insurance benefits equivalent to those provided by Medicare. Retirees who retire after June 30, 2025, who are not covered by Medicare shall continue to pay the same cost-share as provided above.

This benefit will not be available to teachers hired after July 1, 2023.

(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. Effective July 1, 2014, this provision shall be limited to those employees waiving insurance and receiving a payment for 2013-14. Existing employees who are not currently receiving a waiver, and new hires shall not be eligible. Once a participant opts back into medical coverage, or fails to exercise their right to continue opting out, they shall no longer be eligible. The waiver and payment shall terminate if not permitted by applicable law.

(i) 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.

SECTION 3. The Board reserves the right to change to an alternative health insurance administrator. The Board also reserves the right to change health insurance plans provided the following steps occur:

- The plan suggested as an alternate must be substantially equal to or better on an overall basis in terms of cost, coverage, benefits, portability and administration to the present plan(s);
- The Union shall have an opportunity to study the proposed plan for a period of sixty (60) working days;
- If at the end of the aforementioned sixty (60) working days there is disagreement between the parties on whether or not the plan offers substantially equal coverage, benefits, portability, cost and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal on an overall basis to the then current plan shall be binding on the parties.
- The Board may propose an alternative health insurance plan only one (1) time during the life of the contract.

#### 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 the teacher 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 the teacher 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 their 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, they 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.

SECTION 6. Notwithstanding anything in the forgoing sections of Article XV, there shall be no layoffs of any bargaining unit member for the duration of the 2020-2023 collective bargaining agreement.

ARTICLE XVI  
MISCELLANEOUS

SECTION 1. Teacher Directory

(a) Not later than December 1 of the school year, the Board will provide the Federation President with a manual giving the names and addresses of the staff. The Federation will be responsible for disseminating the manual to teachers. 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. 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 3. Media Services

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

SECTION 4. 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 5. 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 6. If individual contracts with teachers are used in the System, such contracts shall be consistent with the provisions of this Agreement.

SECTION 7. 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 8. 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 9. 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 their 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 10. 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 11. 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 12. Letters of Recommendation

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

## SECTION 13. Specialists

Although every teacher is considered a specialist in their 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 14. Cancellation of Schools

The Board will make every effort to notify radio stations, Channel 8 News and to post online by 6:00 a.m. if schools are to be closed due to inclement weather or other emergency conditions.

SECTION 15. 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 16. Residual Rights

If the unique work product of any teacher is shared outside the school system, the individual teacher will receive prior notice of such sharing.

#### SECTION 17. 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 18. 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 principle of the continued 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. 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 3. 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.

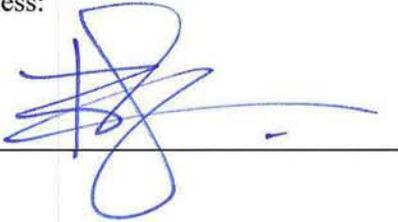
SECTION 2. Negotiations with respect to changes in or additions to the provisions of this contract (except matters relating to the salary schedule and/or the benefit provisions stated herein) shall be initiated at the written request of either party. The negotiating committees shall meet (unless otherwise 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 10-153f(e) of the General Statutes of Connecticut have been invoked.

ARTICLE XIX  
DURATION

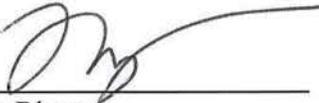
SECTION 1. This Agreement shall become binding and effective as of July 1, 2023 and shall remain in full force and effect until June 30, 2026. Successor negotiations shall be covered by the Teacher Negotiation Act, Conn. Gen. Stat. § 10-153a et seq.

IN WITNESS WHEREOF, the parties hereunto have caused to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year first above written.

Witness:



NEW HAVEN FEDERATION OF TEACHERS

By: 

Leslie Blatteau  
President

Date: January 18, 2023

Witness:

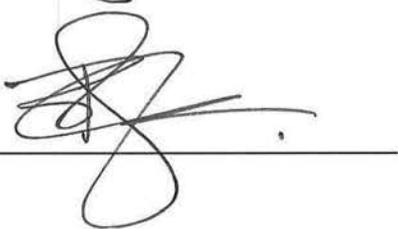


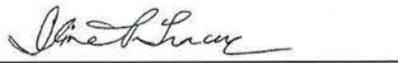
NEW HAVEN BOARD OF EDUCATION

By: 

Yesenia Rivera  
President, Board of Education

Date: 18 January 2023



By: 

Dr. Iline P. Tracey  
Superintendent

Date: 18 January 2023

APPENDIX A

New Haven Public Schools Teachers' Salary

**July 1, 2023– June 30, 2024**

STEP	BA	MA	6TH	PHD
<b>B</b>				
C	48,708	50,901	53,503	57,567
D	50,246	52,440	55,042	59,106
E	51,945	54,138	56,740	60,803
F	54,156	56,349	58,951	63,013
G	56,409	58,603	61,204	65,268
H	58,719	60,919	63,513	67,595
I	61,091	63,284	65,885	69,948
J	63,566	65,780	68,410	72,516
K	66,303	68,538	71,194	75,340
L	69,176	71,433	74,117	78,304
M	72,238	74,505	77,203	81,411
N	75,600	77,876	80,589	84,817
O	79,562	81,838	84,551	88,779
P	83,700	85,976	88,689	92,917
Q	90,580	92,856	95,569	99,797
R	92,080	94,356	97,069	101,297

Teachers not on the maximum step shall advance one step in 2023-2024.

Teachers with 25 or more years of experience teaching in New Have shall receive longevity payment of \$1,250.00 during the 2023-24 school year.

**July 1, 2024 – June 30, 2025**

STEP	BA	MA	6TH	PHD
<b>B</b>				
C	49,283	51,476	54,078	58,142
D	50,921	53,115	55,717	59,781
E	52,720	54,913	57,515	61,578
F	55,031	57,224	59,826	63,888
G	57,384	59,578	62,179	66,243
H	59,794	61,994	64,588	68,670
I	62,266	64,459	67,060	71,123
J	64,841	67,055	69,685	73,791
K	67,678	69,913	72,569	76,715
L	70,651	72,908	75,592	79,779
M	73,813	76,080	78,778	82,986
N	77,275	79,551	82,264	86,492
O	81,337	83,613	86,326	90,554
P	85,575	87,851	90,564	94,792
Q	90,580	92,856	95,569	99,797
R	93,580	95,856	98,569	102,797

Teachers not on the maximum step shall advance one step in 2024-2025.

Teachers with 25 or more years of experience teaching in New Have shall receive longevity payment of \$700.00 during the 2024-25school year.

**July 1, 2025 – June 30, 2026**

STEP	BA	MA	6TH	PHD
B				
C				
D	51,421	53,615	56,217	60,281
E	53,220	55,413	58,015	62,078
F	55,531	57,724	60,326	64,388
G	57,884	60,078	62,679	66,743
H	60,294	62,494	65,088	69,170
I	62,766	64,959	67,560	71,623
J	65,341	67,555	70,185	74,291
K	68,178	70,413	73,069	77,215
L	71,151	73,408	76,092	80,279
M	74,313	76,580	79,278	83,486
N	77,775	80,051	82,764	86,992
O	81,837	84,113	86,826	91,054
P	86,075	88,351	91,064	95,292
Q	90,580	92,856	95,569	99,797
R	95,080	97,356	100,069	104,297

Teachers not on the maximum step shall advance one step in 2025-2026.

Teachers with 25 or more years of experience teaching in New Have shall receive longevity payment of \$750.00 during the 2025-26 school year.

Movement across the salary schedule (BA-MA-6<sup>th</sup>-PHD) is governed by Art XII, Sec. 1

APPENDIX B  
COACHES' SALARY SCHEDULE

	1	2	3	4
Football/Basketball Head	\$5,429	\$5,741	\$5,952	\$6,645
Football/Basketball Assistant	\$4,227	\$4,436	\$4,649	\$5,187
Baseball/Softball Track Head	\$5,544	\$5,550	\$5,761	\$6,454
Baseball/Softball/Track Assistant	\$4,034	\$4,245	\$4,458	\$4,955
Hockey Head	\$5,109	\$5,741	\$5,952	\$6,645
Hockey Assistant	\$4,261	\$4,436	\$4,649	\$5,187
Soccer/Tennis/Volleyball Head	\$4,895	\$5,090	\$5,317	\$6,454
Soccer/Tennis/Volleyball Assistant	\$4,034	\$4,245	\$4,458	\$4,945
Trainer/Football	\$3,209	\$3,315	\$3,421	\$3,817
Spring Football Head	\$3,010	\$3,010	\$3,010	\$3,301
Spring Football Assistant	\$2,798	\$2,798	\$2,798	\$3,088
Golf/Swimming Head	\$4,895	\$5,090	\$5,318	\$6,454
Cross Country Head	\$5,211	\$5,550	\$5,751	\$6,454

APPENDIX C  
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, 2017 through June 30, 2018, the compensation and the terms and conditions of employment of 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, 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 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 (\$1,280.00) 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 C 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 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 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 D

### SIDE LETTER

A committee shall be established consisting of administrators and teachers to discuss and develop staffing guidelines, including but not limited to Special Education/related services, Library Media Specialists, English Language Learner Teachers. The committee shall start its work by January 15, 2023.

**APPENDIX E**  
**City of New Haven Benefit**  
**Matrix**

**Local 933 Teachers - Medical Benefit Matrix Effective 07/01/2023 (revised 11/10/2022)**

					↓ ↓ ↓ Teachers hired after 09/20/2016 may elect only the Lumenos HSA
					Teachers hired between 07/01/2010 - 09/20/2016 may select from the CPCM or Lumenos plans
					<i>Teachers hired prior to 07/01/2010 may select from all four plans</i>
Benefit	Century Preferred PPO	Bluecare POE	Century Preferred Comp Mix (CPCM)	Lumenos HDHP with H.S.A.	
<b>Cost Shares</b>	In Network services subject to copays  Out-of- Network services subject to deductible and coinsurance Copay-\$15 EPHC PCP Other PCP provider \$25 \$30 Specialist OV  \$150 Emergency Room/Ambulatory Services \$100/Urgent Care \$100  \$200 Outpatient Surgery, \$250 Hospital Admission  \$75 High Cost Diagnostic up to \$375 maximum Lifetime Max. In/Out Network-Unlimited	In Network Services Only  Subject to Copays  Copay-\$15 EPHC PCP Other PCP provider \$25 \$30 Specialist OV  \$150 Emergency Room/Ambulatory Services \$100/Urgent Care \$100  \$200 Outpatient Surgery, \$250 Hospital Admission  \$75 High Cost Diagnostic up to \$375 maximum Lifetime Maximum In Network-Unlimited	In Network Deductible-\$750/1500 Coinsurance-20% up to 2000/4000 Out of pocket maximum  <b>Following Services Deductible Waived-</b>  Copay-\$15 EPHC PCP Other PCP provider \$25 \$30 Specialist OV  \$150 Emergency Room/Urgent Care \$100  \$75 High Cost Diagnostic up to \$375 maximum Lifetime Max. In/Out Network-Unlimited	↓ ↓ ↓ \$2,000 Ind /\$4,000 family shared in and out of network Covered at 90% after deductible in network Covered at 60% after deductible out of network  <b>\$4,000/\$8,000 cost share maximum in network</b>  <b>(No one member of a family plan will have out of pocket cost exceeding \$6,850)</b>  Lifetime Max. In/Out Network-Unlimited	
<b>Out of Network Benefit</b>	OON Network Deductible-\$2000/4000  Coinsurance-20% Out of Pocket Maximum-\$6000/\$12000 Lifetime Max. In/Out Network-Unlimited	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-\$2000/4000  Coinsurance-60%/40% Out of Pocket Maximum-\$6000/\$12,000 Lifetime Max. In/Out Network-Unlimited	OON Network Deductible shared with In network-\$2000/4000  Coinsurance-60%/40% Out of Pocket Maximum-\$6,000/\$12,000 Lifetime Max. In/Out Network-Unlimited	
<b>Out of State Benefit</b>	Uses the National Network and Bluecare PPO	Out of State Benefits are Covered Only in an Emergency or Urgent Situation	Uses the National Network and Bluecare PPO	Uses the National Network and Bluecare PPO	
<b>In State Network</b>	Uses the Century Preferred PPO Network for In-Network Services Benefits for any other providers would be an Out of Network Benefit	Members Must Use the Bluecare POE Provider Network to Receive Payment on Services	Uses the Century Preferred PPO Network for In-Network Services Benefits for any other providers would be an Out of Network Benefit	Uses the Century Preferred PPO Network for In-Network Services Benefits for any other providers would be an Out of Network Benefit	
<b>Preventive Care</b>	<b>All Preventive services are provided in accordance with guidelines established by Health Care Reform</b>				
<b>Pediatric</b>	No Copay 7 exams Birth to One 7 exams 1-5 years  5 -22 years-Preventative exams allowed once a year	No Copay 7 exams Birth to One 7 exams 1-5 years  5 -22 years-Preventative exams allowed once a year	No Copay 7 exams Birth to One 7 exams 1-5 years  5 -22 years-Preventative exams allowed once a year	Deductible Waived-No Copay 7 exams Birth to One 7 exams 1-5 years  5 -22 years-Preventative exams allowed once a year	
<b>Adult</b>	No Copay 22 and over-Preventative exams allowed once a year	No Copay 22 and over-Preventative exams allowed once a year	No Copay 22 and over-Preventative exams allowed once a year	Deductible Waived-No Copay 22 and over-Preventative exams allowed once a year	
<b>Immunizations</b>	Per Healthcare Reform guidelines	Per Healthcare Reform guidelines	Per Healthcare Reform guidelines	Per Healthcare Reform guidelines	

↓↓↓  
Teachers hired after 09/20/2016 may elect only the Lumenos HSA

Teachers hired between 07/01/2010 - 09/20/2016 may select from the CPCM or Lumenos plans

*Teachers hired prior to 07/01/2010 may select from all four plans*

Benefit	Century Preferred PPO	Bluecare POE	Century Preferred Comp Mix (CPCM)	Lumenos HDHP with H.S.A.
<b>Gynecological / Obstetrics</b>	\$0 Copay for annual exam \$30 Copay Maternity-First Visit Only	\$0 Copay for annual exam \$30 Copay Maternity-First Visit Only	\$0 Copay for annual exam \$30 Copay Maternity-First Visit Only	Deductible waived-\$0 Copay for annual exam 10% after deductible for maternity
<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)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)
<b>Hearing</b>	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years) Deductible Waived
<b>Vision-(See also BVV rider fact sheet for additional vision benefits)</b>	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)  Deductible Waived
<b>MEDICAL SERVICES</b>				
<b>PCP Designation: Members must designate a PCP for subscribers and dependents</b>				
<b>Medical office visits</b>	\$15 Copay EPHC PCP \$25 Other PCP Provider \$30 Specialist	\$15 Copay EPHC PCP \$25 Other PCP Provider \$30 Specialist	\$15 Copay EPHC PCP \$25 Other PCP Provider \$30 Specialist	10% after deductible up to out of pocket maximum
<b>EPHC (Enhanced Personal Healthcare Providers)-These providers have committed to providing enhanced care in terms of managing your overall health</b>				
<b>Physical or Occupational Therapy</b>	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	10% after deductible 60 Combined Visits for pt, ot st 12 visit for chiro-prior auth is required on pt/ot
<b>Speech Therapy</b>	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	10% after deductible 60 Combined Visits for pt, ot st 12 visit for chiro-prior auth is required on pt/ot
<b>Chiropractic Services</b>	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$30 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	10% after deductible 60 Combined Visits for pt, ot st 12 visit for chiro-prior auth is required on pt/ot
<b>Allergy Services</b>	\$30 Copay 80 visits in 3 years	\$30 Copay 80 visits in 3 years	\$30 Copay for office visit Injections-20% after deductible 80 visits in 3 years	10% after deductible up to out of pocket maximum unlimited
<b>Lab &amp; X-Ray</b>	Covered	Covered	20% after deductible up to out of pocket maximum	10% after deductible up to out of pocket maximum
<b>High Cost Diagnostics</b>	High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	10% after deductible up to out of pocket maximum
<b>Outpatient Mental Health &amp; Substance Abuse</b>	\$25 Copay Unlimited Visits Prior auth required	\$25 Copay Unlimited Visits Prior auth required	\$25 Copay Unlimited Visits Prior auth required	10% after deductible up to out of pocket maximum Unlimited Visits Prior auth required

↓↓↓  
Teachers hired after 09/20/2016 may elect only the Lumenos HSA

Teachers hired between 07/01/2010 - 09/20/2016 may select from the CPCM or Lumenos plans

*Teachers hired prior to 07/01/2010 may select from all four plans*

Benefit	Century Preferred PPO	Bluecare POE	Century Preferred Comp Mix (CPCM)	Lumenos HDHP with H.S.A.
<b>EMERGENCY CARE</b>				
Emergency Room	\$150 Copay (waived if admitted)	\$150 Copay (waived if admitted)	\$150 Copay (waived if admitted)	10% after deductible up to out of pocket maximum
Urgent Care	\$100 Copay	\$100 Copay	\$100 Copay	10% after deductible up to out of pocket maximum
Walk-In Centers	\$25 Copay	\$25 Copay	\$25 Copay	10% after deductible up to out of pocket maximum
Ambulance	Unlimited for Land and Air	Unlimited for Land and Air	20% after deductible in or out of network	10% after deductible up to out of pocket maximum
<b>INPATIENT HOSPITAL</b>				
Inpatient-General / Medical / Surgical / Maternity (Semi-Private)	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay	All Hospital Admission Require Pre-Cert 20% after deductible up to the out of pocket maximum	All Hospital Admissions Require Pre-cert 10% after deductible up to out of pocket maximum
Ancillary Services-Medications and Supplies	Covered	Covered	20% after deductible up to the out of pocket maximum	10% after deductible up to out of pocket maximum
Mental Health	\$250 Copay Per Admission Copay Unlimited Days	\$250 Copay Per Admission Copay Unlimited Days	20% after deductible up to the out of pocket maximum Unlimited Days	10% after deductible up to out of pocket maximum Unlimited Days
Substance Abuse	\$250 Per Admission Copay Unlimited Days	\$250 Per Admission Copay Unlimited Days	20% after deductible up to the out of pocket maximum Unlimited Days	10% after deductible up to out of pocket maximum Unlimited Days
Rehabilitative Services	\$250 Per Admission Copay 60 Days Per Calendar Year	\$250 Per Admission Copay 60 Days Per Calendar Year	20% after deductible up to the out of pocket maximum 60 Days Per Calendar Year	10% after deductible up to out of pocket maximum 100 Days Per Calendar Year
Skilled Nursing Facility	\$250 Per Admission Copay 120 Days Per calendar Year	\$250 Per Admission Copay 120 Days Per calendar Year	20% after deductible up to the out of pocket maximum 120 Days Per calendar Year	10% after deductible up to out of pocket maximum 100 Days Per Calendar Year
Pre-Admission Testing	Covered	Covered	20% after deductible up to out of pocket maximum	10% after deductible up to out of pocket maximum

↓↓↓  
Teachers hired after 09/20/2016 may elect only the Lumenos HSA

Teachers hired between 07/01/2010 - 09/20/2016 may select from the CPCM or Lumenos plans

*Teachers hired prior to 07/01/2010 may select from all four plans*

Benefit	Century Preferred PPO	Bluecare POE	Century Preferred Comp Mix (CPCM)	Lumenos HDHP with H.S.A.
<b>OTHER SERVICES</b>				
<b>Outpatient Surgery (Facility Charges)</b>	Prior Authorization Required \$200 Copay Ambulatory surgery - \$100	Prior Authorization Required \$200 Copay Ambulatory surgery- \$100	Prior Authorization Required 20% after deductible up to the out of pocket maximum	Prior Authorization Required 10% after deductible up to out of pocket maximum
<b>Durable Medical Equipment (Including Prosthetics)</b>	Covered at 100%	Covered at 100%	20% after deductible up to out of pocket maximum	10% after deductible up to out of pocket maximum
<b>Home Health Care</b>	Covered 200 Visits OON-\$50 Deductible & 20% Coinsurance	Covered 200 Visits	20%, Deductible waived up to the out of pocket maximum 200 Visits	10% after deductible up to out of pocket maximum 100 Days Per Calendar Year
<b>Hospice</b>	Covered	Covered	20% after deductible up to the out of pocket maximum	10% after deductible up to out of pocket maximum
<b>Acupuncture</b>	\$30 Copay	\$30 Copay	20% after deductible up to the out of pocket maximum	10% after deductible up to out of pocket maximum
<b>Orthotics</b>	Not Covered	Not Covered	Not Covered	Not Covered
<b>TMJ</b>	Not Covered	Not Covered	Not Covered	Not Covered
<b>Gastric Bypass</b>	Covered	Covered	20% after deductible up to the out of pocket maximum	10% after deductible up to out of pocket maximum
<b>Infertility</b>	\$30 office Visit Copay State Mandate Level-Prior Auth required Some Restrictions May Apply	\$30 Office Visit Copay State Mandate Level-Prior Auth required Some Restrictions May Apply	20% after deductible up to the out of pocket maximum State Mandate Level-Prior Auth required Some Restrictions May Apply	10% after deductible up to out of pocket maximum State Mandate Level-Prior Auth required Some Restrictions May Apply
<b>Prescriptions</b>				
Tier 1	\$5	\$5	\$5	<b>After Deductible</b> \$5
Tier 2	\$35	\$35	\$35	\$35
Tier 3	\$60	\$60	\$60	\$60
Tier 4	Specialty Drugs	Specialty Drugs	Specialty Drugs	Specialty Drugs
Mail Order (up to 90 day supply)				
Tier 1	\$10	\$10	\$10	\$10
Tier 2	\$70	\$70	\$40	\$70
Tier 3	\$120	\$120	\$120	\$120
Tier 4	Specialty Drugs	Specialty Drugs	Specialty Drugs	Specialty Drugs
	Mandatory Mail Order	Mandatory Mail Order	Mandatory Mail Order	
	Mandatory Generic	Mandatory Generic	Mandatory Generic	Mandatory Generic
	Step Therapy	Step Therapy	Step Therapy	Step Therapy
	Prior Authorization	Prior Authorization	Prior Authorization	Prior Authorization
	Quantity Limits	Quantity Limits	Quantity Limits	Quantity Limits
Mandatory Specialty	With Half Fill program With Cost Relief	With Half Fill program With Cost Relief	With Half Fill program With Cost Relief	With Half Fill program With Specialty Drug Accumulator Rules

\*The Student age for all plans is 26

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

**WELCOME TO BLUE VIEW VISION!**

Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!



Group Name  
Effective Date

Blue View Vision<sup>SM</sup> A.20.20 130.130



**Your Blue View Vision network**

Blue View Vision offers you one of the largest vision care networks in the industry, with a wide selection of experienced ophthalmologists, optometrists, and opticians. Blue View Vision's network also includes convenient retail locations, many with evening and weekend hours, including LensCrafters<sup>®</sup>, Sears Optical<sup>SM</sup>, Target Optical<sup>®</sup>, JCPenney<sup>®</sup> Optical and most Pearle Vision<sup>®</sup> locations. Best of all – when you receive care from a Blue View Vision participating provider, you can maximize your benefits and money-saving discounts. Members may call Blue View Vision toll-free at (866) 723-0515 with questions about vision benefits or provider locations.

**Out-of-network services**

Did we mention we're flexible? You can choose to receive care outside of the Blue View Vision network. You simply get an allowance toward services and you pay the rest. (In-network benefits and discounts will not apply.) Just pay in full at the time of service and then file a claim for reimbursement.

**YOUR BLUE VIEW VISION PLAN AT-A-GLANCE**

**VISION CARE SERVICES**

**Routine eye exam - once every calendar year**

**Eyeglass frames**

**Once every calendar year** you may select an eyeglass frame and receive the following allowance toward the purchase price:

**Eyeglass lenses (Standard)**

*Factory scratch coating included*  
*Polycarbonate lenses included for children under 19 years old.*  
*Transitions<sup>®</sup> lenses included for children under 19 years old.*

**Once every calendar year** you may receive any one of the following lens options:

- Standard plastic single vision lenses (1 pair)
- Standard plastic bifocal lenses (1 pair)
- Standard plastic trifocal lenses (1 pair)

**Eyeglass lens upgrades**

When receiving services from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

<sup>1</sup> Please ask your provider for his/her recommendation as well as the progressive brands by tier.

<sup>2</sup> Please ask your provider for his/her recommendation as well as the coating brands by tier.

**Contact lenses – once every calendar year**

Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.

Your contact lens allowance can only be applied toward the first purchase of contacts you make during a benefit period.

**Lens Options**

- UV Coating
- Tint (Solid and Gradient)
- Standard Polycarbonate
- Transitions<sup>®</sup> lenses
- Progressive Lenses<sup>1</sup>
  - Standard
  - Premium Tier 1
  - Premium Tier 2
  - Premium Tier 3
- Standard Anti-Reflective Coating<sup>2</sup>
- Premium Tier 1 Anti-Reflective Coating<sup>2</sup>
- Premium Tier 2 Anti-Reflective Coating<sup>2</sup>
- Other Add-ons and Services
- Elective Conventional Lenses
- Elective Disposable Lenses
- Non-Elective Contact Lenses

Any unused amount remaining cannot be used for subsequent purchases made during the same benefit period, nor can any unused amount be carried over to the following benefit period.

**IN-NETWORK**

\$20 copay, then covered in full

\$130 allowance then 20% off any remaining balance

\$20 copay, then covered in full  
\$20 copay, then covered in full  
\$20 copay, then covered in full

**Member cost for upgrades**

\$15

\$15

\$40

\$75

\$65

\$91

\$97

\$103

\$45

\$57

\$68

20% off retail price

\$130 allowance then 15% off any remaining balance

\$130 allowance  
(no additional discount)

Covered in full

**OUT-OF-NETWORK**

\$48 allowance

\$64 allowance

\$36 allowance

\$54 allowance

\$69 allowance

Discounts on lens upgrades are not available out-of-network

\$105 allowance

\$105 allowance

\$210 allowance

Transitions and the swirl are registered trademarks of Transitions Optical, Inc. Photochromic performance is influenced by temperature, UV exposure and lens material.

**VISION CARE SERVICES**

**Contact lens fitting and follow-up**

A contact lens fitting and two follow-up visits are available to you once a comprehensive eye exam has been completed.

Standard contact fitting\*

Premium contact lens fitting\*\*

\*A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

\*\*A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

**IN-NETWORK  
Member Cost**  
Fitting and follow up visits up to \$55  
10% off retail price

**OUT-OF NETWORK**

Discounts not available out-of-network

**Discounts – Savings on additional eyewear and accessories** – After you use your initial frame or contact lens allowance, you can take advantage of discounts on additional prescription eyeglasses, conventional contact lenses, and eyewear accessories courtesy of Blue View Vision network providers.

<p><b>BLUE VIEW VISION ADDITIONAL SAVINGS</b></p> <p><b>Additional Pair of Complete Eyeglasses</b></p> <p><b>Contact Lenses - Conventional</b> (Discount applied to materials only)</p> <p><b>Eyewear Accessories</b> Includes some non-prescription sunglasses, lens cleaning supplies, contact lens solutions and eyeglass cases, etc.</p> <p><small>*Items purchased separately are discounted 20% off the retail price. Blue View Vision's Additional Savings Program is subject to change without notice.</small></p>	<p><b>MEMBER SAVINGS</b></p> <p>40% discount off retail*</p> <p>15% off retail price</p> <p>20% off retail price</p>	<p><b>LASER VISION CORRECTION SURGERY</b> Glasses or contacts may not be the answer for everyone. That's why we offer further savings with discounts on refractive surgery. Pay a discounted amount per eye for LASIK Vision correction. For more information, go to SpecialOffers at <a href="http://anthem.com">anthem.com</a> and select vision care.</p> <p><b>USING YOUR BLUE VIEW VISION PLAN</b> The Blue View Vision network is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network.</p> <p><b>OUT-OF-NETWORK</b> If you choose an out-of-network provider, please complete the out-of-network claim form and submit it along with your itemized receipt to the below fax number, email address, or mailing address. When visiting an out-of-network provider, you are responsible for payment of services and/or eyewear materials at the time of service.</p> <p>To Fax: <b>856-293-7373</b> To Email: <b>oonclaims@eyewearspecialoffers.com</b> To Mail: <b>Blue View Vision</b> <b>Attn: OON Claims</b> <b>P.O. Box 8504</b> <b>Mason, OH 45040-7111</b></p>
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**EXCLUSIONS & LIMITATIONS**

This is a primary vision care benefit and is intended to cover only eye examinations and corrective eyewear. Covered materials that are lost or broken will be replaced only at normal service intervals indicated in the plan design; however, these materials and any items not covered below may be purchased at preferred pricing from Blue View Vision provider. In addition, benefits are payable only for expenses incurred while the group and insured person's coverage is in force.

**Combined Offers.** Not combined with any other, coupon, or in-store advertisement.

**Experimental or Investigative.** Any experimental or investigative services or materials.

**Crime or Nuclear Energy.** Conditions that result from: (1) insured person's commission of or attempt to commit a felony; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available

**Uninsured.** Services received before insured person's effective date or after coverage ends.

**Excess Amounts.** Any amounts in excess of covered vision expense.

**Routine Exams or Tests.** Routine examinations required by an employer in connection with insured person's employment.

**Work-Related.** Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if insured person does not claim those benefits.

**Government Treatment.** Any services actually given to the insured person by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if insured person is not required to pay for them or they are given to the insured person for free.

**Services of Relatives.** Professional services or supplies received from a person who lives in insured person's home or who is related to insured person by blood or marriage.

**Voluntary Payment.** Services for which insured person is not legally obligated to pay. Services for which insured person is not charged. Services for which no charge is made in the absence of insurance coverage.

**Not Specifically Listed.** Services not specifically listed in this plan as covered services.

**Private Contracts.** Services or supplies provided pursuant to a private contract between the insured person and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

**Eye Surgery.** Any medical or surgical treatment of the eyes and any diagnostic testing. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

**Sunglasses.** Sunglasses and accompanying frames.

**Safety Glasses.** Safety glasses and accompanying frames.

**Hospital Care.** Inpatient or outpatient hospital vision care.

**Orthoptics.** Orthoptics or vision training and any associated supplemental testing.

**Non-Prescription Lenses.** Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

**Lost or Broken Lenses or Frames.** Any lost or broken lenses or frames, unless insured person has reached a new benefit period.

**Frames.** Discount is not available on certain frame brands in which the manufacturer imposes a no discount policy.

**Disclaimer:**

This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's Policy, which shall control in the event of a conflict with this overview.

This benefit overview insert is only one piece of your entire enrollment package. Exclusions and limitations are listed in the enrollment brochure.

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## City of New Haven Preventive Health Program

### Objective

The City of New Haven is seeking to develop an employee incentive program that encourages their member population to obtain appropriate preventive care screenings, recommended by age and gender, in an effort to promote healthier lifestyles and enable members and providers to identify potential health issues that may impact the quality of life for the member and require immediate treatment planning.

### Overview of Program

#### A. PCP Designation

Members must designate a PCP for self and spouse\*

- a. EPHC PCPs provide member with lower office visit copay
- b. Non-EPHC PCPs: Standard member copay amount

*\*Please note, PCP designation can be entered on the application at the time of enrollment in the members health plan option*

#### B. Preventive Health Measures

Members are encouraged to comply with specific preventive health measures:

<u>Preventive Screening/Service</u>	<u>Age/Gender</u>	<u>Frequency</u>
Preventive Screening	18 +; Male and Female	Annual
Glucose Screening	18+ Male and Female	Annual
Cervical Cancer Screening	21 + Female	Every 3 years
Dental Cleaning	All ages; Male and Female	Annual
Breast Cancer Screening	40+; Female	Baseline at age 40
Colorectal Cancer Screening	50+; Male and Female	Baseline at age 50
Prostate Cancer (PSA)	50+; Male	Baseline at age 50

#### C. Chronic Health Conditions Compliance

Members with the following chronic health conditions who are identified to participate in Anthem's ConditionCare disease management program, must actively participate in program:

- Asthma
- Diabetes
- COPD
- CAD
- Heart Failure

## **HIP PROGRAM DETAILS**

Under the Health Incentive Plan (HIP) the member will be required to:

1. Designate a PCP, each covered individual will have to identify a doctor as their personal physician with Anthem.
2. Have the recommended preventative screenings and/or physical examination with a physician as is age and gender appropriate
  - Annual Biometric screenings, BMI, glucose, blood pressure & cholesterol (for most members this is part of the annual physical)
  - Cervical cancer screening for females over 21 every 3 years
  - Baseline mammogram for females over 40
  - Baseline colonoscopy for all after 50
  - Prostate screening for males over 50
  - At least one routine dental checkup and cleaning annually
3. Chronic Health Compliance – members who have been identified with certain chronic health conditions must participate in the ConditionCare Disease Management program. Compliance is based solely on participation, for example, does the member take the phone call from the nurse case manager who will monitor medication usage and the like. It is not based on any clinical outcome.

More particularly, members are identified based on clinical data by Anthem, and then they are contacted by a case manager from Anthem, who reviews their treatment and medication, etc. to help insure they are managing their condition properly. Please note that ConditionCare is already part of your plan today. Members with these diseases are already being contacted. All the HIP does is require them to take the phone call and interact with the case manager and not ignore the call as happens today.

Tracking Compliance – Compliance will be tracked on a calendar year basis, then it will take several months to contact those not in compliance before instituting the penalty payment the following July 1<sup>st</sup>. It will work as follows:

The Board would not actually begin tracking HIP compliance until calendar year 2019. The Board will receive data from Anthem in February of 2020 for the previous calendar year and contact all those not in compliance. They would then have until June to get in compliance or furnish documentation that they were already in compliance. Those that do not would begin paying the additional monthly medical deduction in July of 2020.

They will pay that additional fee for each month they remain non-compliant; as soon as they are in compliance, however, the additional fee will be removed.

The penalty will be an additional monthly charge for medical of Single \$50, Two Person \$75 and Family \$100. It does not matter how many items you are in non-compliance on, one or more, the penalty is the same. The member can appeal the penalty. More importantly, they will have to have been notified several times in writing prior to any penalty being implemented. The Board will review for compliance annually on a calendar year basis. Any penalties will not be assessed until the following July 1<sup>st</sup>.

**No member will ever be fined for following the advice of their doctor. The ConditionCare program and the nurse case manager are only involved to reinforce what the doctor is advising, not replace it.**