

Agreement

by and between



The New Haven Unified
School District (NHUSD)

and the

New Haven Teachers
Association (NHTA)



July 1, 2014 through June 30, 2017



[Link to NHTA Certified Contract](#)

Pursuant to Sections 3540-3549 of the California Government Code

NHTA AGREEMENT

**Pursuant to
Sections 3540-3549
of the
California Government Code**

2014-2017

BY AND BETWEEN

**NEW HAVEN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

NEW HAVEN TEACHERS ASSOCIATION



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ARTICLE 1 - AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the New Haven Unified School District ("Board") and the New Haven Teachers Association/CTA/NEA ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code, as amended, which shall be referred to as the Educational Employment Relations Act (EERA).

ARTICLE 2 - RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of certificated employees of the Board--excluding management, confidential, and supervisory employees as defined in the Act--for the purpose of meeting and negotiating.
- 2.2 Those positions specifically excluded from the Unit are superintendent, deputy superintendent, associate superintendent, assistant superintendent, chief business officer, chief academic officer, chief personnel officer, district director, district coordinator, administrative assistant, principal, vice principal, assistant principal, other positions designated as management, day-to-day substitute, hourly employee, interns who are less than 51% FTE and paid on the Intern salary schedule.
- 2.3 The positions included in the Unit are regular full-time teachers, regular part-time teachers, program managers, counselors, psychologists, resource specialists, special day class teachers, resource teachers, credentialed DIS specialists, media specialists, librarians, school/district nurses, speech and hearing specialists, inclusion specialists, transitional kindergarten teachers, instructional support team members, curriculum leaders, academic coaches, department heads, program specialists, assistant curriculum leaders, athletic directors, temporary teachers, provisional teachers, and intern teachers who are 51% FTE or more and ROP/C teachers with ROP/C credentials who work full time in New Haven. The Unit shall also include any other certificated positions added or created during the life of this contract that are neither classified nor administrative. Interns paid on the regular salary schedule (not the intern schedule) are unit members regardless of percentage assignment.
- 2.4 Employee Type Definitions:

The District will comply with California Case Law and California Education Code in regards to employee designations and definitions.

ARTICLE 3 - PERSONNEL FILES

- 3.1 Access

All unit members shall have the right to examine their personnel files, both at the

Educational Services Center and site, and obtain copies of the materials in the files within the provisions of the law.

3.2 Reply

Any unit member shall receive a copy of any statement, observation, evaluation, or letter which is going to be placed in his/her personnel file within five (5) working days of its receipt and prior to its being placed in his/her file and shall be provided an opportunity to reply to any statement or letter placed in the file, with his/her reply being attached to the original. The written reply is to be submitted within ten (10) working days of receipt of the item(s) to be placed in the file. This provision shall not apply to material that the unit member causes to be placed in his/her personnel file or non-evaluative routine district forms related to employment status that are placed in the file.

3.3 Signature

The person who causes material of a derogatory nature or related to the evaluation process other than those materials excluded by Section 3.2 to be placed in the files shall sign and date the material. The unit member shall also sign indicating that s/he has received the materials. The unit member's signature does not necessarily indicate agreement and it shall be so stated on each document.

3.4 Representation

A unit member shall have the right to authorize a representative to examine his/her personnel file and obtain copies of items within the file within provisions of the law. Such authorization shall be in writing and be notarized by a Notary Public.

3.5 Exclusions

This article shall not apply to ratings, reports, or records which:

3.5.1 were obtained prior to the employment of the person involved;

3.5.2 were prepared by identifiable examination committee members; or

3.5.3 were obtained in connection with a promotional examination.

3.6 Custody

Personnel files are under the general custody and control of the Superintendent or designee(s). Under the foregoing general custody and control, site administrators have custody and control of files at their respective sites. Access by other persons to personnel files shall be under the control of the foregoing administrators.

3.7 Review

A unit member may review annually his/her personnel files with an authorized District representative for the purpose of identifying documents that are more than four years old. Pursuant to such review the unit member may submit a written request that specified documents which are more than four (4) years old be placed in a separate portion of the files. Such review shall be at a time specified by an authorized District representative. The same procedure shall apply to the site personnel file, except that the site administrator or designee shall act as the authorized District representative. Documents that are more than (4) four years old will be removed from the file at the request of the unit member unless the District is required to retain the documents in the file to comply with legal requirements.

ARTICLE 4 - EVALUATION PROCEDURES

For the 2015-16 school year, sections of Article 4 and the Guide to Performance Evaluation may be suspended per the MOU signed between NHTA and NHUSD.

4.1 Definitions

4.1.1 Evaluation Process - The process of having a planning conference, gathering data, analyzing data, completing an evaluation form, and conferencing on the written evaluation for the purpose of improving the instructional program by helping the unit member to improve as well as to provide an accurate assessment of unit member performance.

4.1.1.1 No unit member will be an evaluator.

4.1.1.2 The personal life or lifestyle of a unit member, his/her personal opinions, scholarly, literary, or artistic endeavors shall not be considered for purposes of evaluation unless those personal choices have a negative impact on the unit member's work.

4.1.1.3 Any visual or auditory recording device will not be used to gather information for the purpose of evaluation and/or discipline without the knowledge of the unit member or in accordance with mandated reporting laws.

4.1.2 Representation - The right to have NHTA representation in all meetings, hearings, or appeals.

4.1.3 Planning Conference - A formal conference between the evaluator and the evaluatee conducted for the purpose of clarifying and discussing the evaluation process and the criteria for evaluation.

4.1.4 Classroom Observation - A written report on an appropriate form by a certificated administrator of classroom instruction based on a minimum of 20 minutes duration.

- 4.1.5 Classroom Visitation - A written report on an appropriate form by a certificated administrator of classroom instruction of less than 20 minutes duration.
- 4.1.6 Summary Observation - A written report by a certificated administrator that summarizes several written observations made over a period of time or a written report that summarizes observations within nine weeks of the initial observation if negative or within the school year if positive.
- 4.1.7 Evaluation Conference - A conference between the evaluator and the evaluatee held to discuss the evaluator's assessment of the evaluatee's performance as reflected on the formal evaluation form.
- 4.1.8 Non-Evaluation Observation Form (NEO) – A formal observation form designed to support the instructional process. This document will not be used for evaluation purposes, but may be used for planning purposes.
- 4.1.9 Interim Evaluation Conference – A conference held for the purpose of evaluating a member’s progress towards goals and objectives established at the planning conference.
- 4.1.10 Summary Evaluations – The final evaluation which summarizes observations, data, and information collected as part of the traditional evaluation process and consists of a summary evaluation conference and a summary evaluation report.
- 4.1.11 PGAP – An alternative evaluation option for permanent certificated employees who have received a satisfactory summary evaluation as a permanent employee on their last evaluation. *(Suspended per ETF MOU for 2015-16)*
- 4.1.12 Appropriate forms are those in the Guides to Certificated Evaluations.
- 4.1.13 Without changing the parties’ rights and obligation under the Educational Employment Relations Act (EERA), the guides are attached.
- 4.1.14 “On year” is the unit member’s scheduled year for evaluation. In the “on year” a unit member has a planning conference or submits the PGAP form. *(Suspended per ETF MOU for 2015-16)*
- 4.1.15 Support providers in the New Haven Beginning Teacher Support and Assessment (BTSA) Induction Program are defined as unit members who assume the role of partner teachers, partner assessors, BTSA consulting teachers and/or BTSA specialist.

4.2 Orientation

At the time of employment, all new unit members to be evaluated that year will be given a

printed copy of the Guide to Performance Evaluation for Certificated Teachers or the Guide to Performance Evaluation for Certificated Specialists (Guides), which includes:

- 4.2.1 the Evaluation process;
- 4.2.2 appropriate position (job) descriptions;
- 4.2.3 position (job) goals and objectives;
- 4.2.4 identified observable indicators; and,
- 4.2.5 forms and rating scales to be used in the evaluation process.

4.3 Meeting Representation

Required meetings between a unit member and an administrator will be scheduled so that if the unit member wants, s/he may have Association representation present.

4.4 Planning Conference

- 4.4.1 No earlier than ten (10) working days after the beginning of school, unless agreed upon by both evaluator and evaluatee, and no later than November 15th any classroom teacher to be evaluated will meet with the evaluator in a planning conference to discuss the elements of evaluation and to complete the planning conference.
- 4.4.2 No later than November 15th, unit members other than classroom teachers to be evaluated will meet with the evaluator in a planning conference to discuss the elements of evaluation and to complete the planning conference forms.
- 4.4.3 A unit member hired after November 1 will have his/her planning conference within fifteen (15) working days of the first day of paid service.
- 4.4.4 If a unit member objects to any element of the objectives, s/he may attach a statement to that effect, including any perceived constraints on achieving those objectives.
- 4.4.5 During the planning conference, the evaluator will indicate those observable indicators, if any, which the evaluator intends to emphasize in the evaluation.
- 4.4.6 The planning conference forms shall be uniform for all unit members with the same assignment.
- 4.4.7 When the same additional objectives are given to all unit members at a given school, or to a recognized class of unit members (such as counselors, curriculum leaders, psychologists, music teachers, grade level teachers, teachers with the same subject area, coaches, dance teachers, teachers in the same department), the objectives shall

be made available to the Association at least five (5) days before planning conferences begin and reviewed with the site faculty representatives if requested. If objectives that are the same are given to several unit members but those objectives are for the purpose of addressing documented performance of the individual unit members, those objectives are not covered by this section of Article 4.

4.4.8 If additional individual objectives are given to a unit member, or if one or more are modified for an individual unit member, the unit member shall have:

- (1) opportunity to discuss and clarify the objective during the planning conference;
- (2) the observable indicators; and,
- (3) up to three days to consider the additional objectives before the planning form is completed. All timelines shall be adjusted by the same number of days.

4.4.9 During the course of the school year, circumstances may require modification of the original planning conference form. When, in the opinion of the evaluator, such modification is required, the procedures in 4.4.7 and 4.4.8 will be followed. A unit member or unit members of any particular group may request such modification, and, if denied, may request a review by the Superintendent or his/her designee.

4.4.10 The planning conference shall be conducted as described in the evaluation process section of the applicable Guide.

4.5 Observation Process

4.5.1 A minimum of two (2) classroom observations shall be used in a classroom teacher's evaluation. A minimum of two (2) observations applicable to unit members other than classroom teachers shall be used in their evaluations.

4.5.2 Observations shall be conducted openly. If any ESC administrator, who is not the unit member's prime evaluator, makes a classroom observation and notes one or more deficiencies in an observation summary, no administrator, other than the prime evaluator shall observe that unit member until ten (10) working days have elapsed. The unit member may request an earlier observation. If the unit member receives a classroom observation noting a deficiency, a minimum of ten (10) working days will be allowed for the remediation of the deficiency.

4.5.3 When visitors from other school districts or the public are expected to visit the site, affected unit members will be notified at least one (1) working day prior. Classroom visits by parents shall be arranged in advance, through the administration. Principals shall consult with the teacher before scheduling parent visits.

4.5.4 A unit member must be provided a copy of any observation within five (5) working days after the observation was conducted, and a unit member may attach a written

response to any observation by giving it to the administration within ten (10) working days after receipt of the written observation.

- 4.5.5 A conference to discuss any observation shall be held with the evaluator/observer upon timely request by either the administrator or the unit member. If the administrator notes a deficiency or makes a recommendation for improvement on the observation, the administrator will discuss the deficiency in the conference with the unit member.
- 4.5.6 The evaluator shall not arrive at negative judgments based on circumstances which are not within the unit member's control.
- 4.5.7 When a unit member is expected to observe other classrooms or teaching activities s/he shall be provided with released time as necessary to perform such duties.
- 4.5.8 DIS specialists (i.e. Speech and Language Pathologists, Adaptive P.E., Nurse, Psychologist) will be evaluated by an administrator mutually agreed upon by the NHUSD Chief Personnel Officer/Assistant Superintendent for Personnel and the unit member being evaluated.

4.6 Evaluation Conferences

4.6.1 Interim Evaluation Conference

- 4.6.1.1 An interim evaluation conference and report shall be required of all non-permanent unit members and for all unit members who are evaluated as "unsatisfactory" the previous year.
- 4.6.1.2 An interim evaluation conference and report shall be completed by December 15th if the planning conference is held prior to October 15th, and by January 15th if the planning conference is held between October 15th and November 15th. A unit member hired after November 1 will have an interim evaluation conference on or before February 15.
- 4.6.1.3 Other unit members being evaluated may receive interim reports if they submit a request in writing by October 1st.
- 4.6.1.4 The interim report shall include specific recommendations for improvement on any item rated "unsatisfactory" or "not meeting district standards."
- 4.6.1.5 Before a unit member can receive an interim evaluation rating of unsatisfactory, deficiencies must have been noted at least once in an observation.

4.6.2 Summary Evaluation Conference

- 4.6.2.1 By May 1, of the evaluation year, the summary evaluation conference shall be held. The final report shall be available to the unit member not later than thirty (30) days before the last school day.
- 4.6.2.2 A minimum of two (2) classroom observations shall be used in a unit member's evaluation.
- 4.6.2.3 Before a unit member may receive an evaluation rating of "not meeting district standards," the unit member must have received two (2) observations. One of the observations must be made by the evaluator. The unit member must have been informed by the evaluator of the perceived deficiencies. If the rating relates to instructional strategies, there must be two observations which describe the deficiency noted.
- 4.6.2.4 If a unit member disagrees with his/her evaluation, s/he may request a review by the Superintendent. This review will include a determination as to whether the conclusions contained in the evaluations are supported with appropriate documentation.
- 4.6.2.5 The judgments reached by the evaluator shall not be subject to the grievance procedure.
- 4.6.2.6 The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:
 - 4.6.2.6.1 Standardized achievement test results, except as mandated in Education Code 44662 which may require the use of state adopted criterion referenced assessments related to statewide content standards and/or District adopted criterion referenced assessments related to District adopted content standards. *(Suspended per ETF MOU for 2015-16)*
 - 4.6.2.6.2 The success, or lack thereof, of the site to meet the required API/AYP growth targets.
 - 4.6.2.6.3 Student achievement of objectives stated in special education Individual Educational Programs ("IEP's") of special education pupils, except as otherwise permitted by law and the Guides.
 - 4.6.2.6.4 The success, or lack thereof, of a paraprofessional in the performance of tasks assigned to the paraprofessional by the unit member except as set forth in the Guides.

4.7 Counseling and Assistance

- 4.7.1 When a unit member receives a rating of "Needs Improvement," the evaluator shall provide specific written suggestions for improvement. The unit member shall be given adequate time for improvement.
- 4.7.2 Before a unit member may receive a rating of "Unsatisfactory" or "Not meeting District standards," the evaluator shall provide specific written suggestions for improvement. The unit member shall be given adequate time for improvement.
- 4.7.3 The evaluator shall conduct a conference within twenty (20) working days after the opening of school for any unit member whose performance was evaluated "unsatisfactory" the previous year. The evaluator shall provide specific recommendations for improvement. Reasonable assistance in implementing such recommendations shall be provided.

4.8 Frequency of Evaluation

- 4.8.1 Non-permanent unit members shall be evaluated annually.
- 4.8.2 Unit members marked "Unsatisfactory" shall be evaluated annually until marked "Satisfactory."
- 4.8.3 Permanent unit members rated "Satisfactory" shall be evaluated every other year in their "on year." (*Suspended per ETF MOU for 2015-16*)
- 4.8.4 Upon completion of an evaluation cycle in which a unit member has received an unsatisfactory evaluation, the unit member may request a different evaluator for the following evaluation cycle. This request will be granted but may only be exercised once in any four (4) year period.
- 4.8.5 Upon completion of an evaluation cycle, a unit member may request from the site principal a different evaluator for the following evaluation cycle. If the request is disapproved at the site, the unit member may appeal the denial to Superintendent or Superintendent's designee.
- 4.8.6 Unit members with permanent status who have been employed at least ten (10) years with the school district (e.g., from the unit member's first date of paid service in the District), and who are highly qualified, as defined in 20 U.C.S. Sec. 7801 (ESEA), and applicable state guidelines, and whose previous evaluation rated the unit member as meeting or exceeding standards, shall be evaluated every five years if the unit member and evaluator agree to this schedule. Should the evaluator withdraw consent, upon request of a unit member a written statement of reasons shall be provided to the unit member in a timely manner.

4.9 Records

- 4.9.1 The unit member shall have a right to attach a written response to each document

prepared as part of this procedure. The written response shall be submitted within ten (10) working days of receipt of the document(s).

- 4.9.2 The unit member's evaluation file shall be located at the unit member's primary work site or site of the unit member's current assignment.
- 4.9.3 Unit members based at the Education Services Center ("ESC") will have their evaluation file maintained at the ESC.
- 4.9.4 All documents to be used as a basis for evaluation shall be included in the unit member's evaluation file.
- 4.9.5 Information of a derogatory nature excluding ratings, reports which (1) were obtained prior to the employment of the unit member; (2) were prepared by an identifiable examination committee member; or (3) were obtained in connection with a promotional opportunity shall not be entered in the unit member's personnel file until the unit member is given written notice that such material will be entered. Within ten (10) working days of such notice, the unit member may review the information and have any comments concerning the material attached to it. Such review will take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

4.10 Professional Growth Assessment Process

A Professional Growth Assessment Process ("PGAP") will be provided as an alternative evaluation option for permanent certificated employees who have received a satisfactory summary evaluation as a permanent employee on the unit member's most recent evaluation. To remove a unit member from PGAP, the evaluator must provide a written rationale that identifies specific objectives not met for unit members in the applicable Guide that were noted on at least two (2) Non-Evaluation Observations. The unit member will then be placed back on the traditional evaluation cycle the following year. The unit member may be referred to the Peer Assistance and Review Program. *(Suspended per ETF MOU for 2015-16)*

A unit member eligible to choose the PGAP option will have until the first school day in November of their "on year" to choose PGAP, otherwise, the unit member defaults to the traditional evaluation process. *(Suspended per ETF MOU for 2015-16)*

- 4.11 All unit members will get a printed copy of the Guide to Performance Evaluation any time there is a change.
- 4.12 Induction Process
 - 4.12.1 Induction refers to the two (2) year process through which a unit member will work to receive his/her clear credential. NHUSD Beginning Teacher Support and Assessment (BTSA) Induction Program supports the inductee in this process.
 - 4.12.2 Functions performed pursuant to this Article by bargaining unit members shall not

constitute either management or evaluative functions.

- 4.12.3 Reports created by the support provider shall be of a non-evaluative nature. Reports whether oral or written, shall be given to the inductee and not discussed with anyone else.
 - 4.12.4 All communications between the support provider and an inductee shall be confidential and, without the written consent of the inductee, shall not be shared with others, including the site principal or the evaluator.
 - 4.12.5 The District will defend and indemnify the support provider against claims arising out of their good faith performance of duties of this Article. Support providers who act pursuant to this program shall have the same [protection from liability and access to appropriate defense as other public school employees pursuant to division 3.6 (commencing with Section 8.10) of Title 1 of the Government Code.
- 4.13 The District and the Association will establish policies which recognize potential needs for training, assistance, and evaluation to assist probationary teachers' progress toward permanent status. Probationary teachers shall be granted all rights afforded to them in the Education Code and other applicable laws.

ARTICLE 5 - GRIEVANCE

5.1 Definitions

- 5.1.1 A "Grievance" is an alleged violation, misinterpretation or misapplication of the express terms of this Agreement which directly and adversely affects the grievant(s).
- 5.1.2 A "grievant" may be a unit member, a group of unit members, or the Association who files a grievance.
- 5.1.3 A "day" is any day in which the Educational Services Center is open for business.

5.2 Purpose

- 5.2.1 This grievance procedure shall be used to process and resolve grievances arising under this agreement.
- 5.2.2 The purposes of this procedure are:
 - 5.2.2.1 to equitably resolve grievances informally at the lowest possible level, and
 - 5.2.2.2 to provide an orderly procedure for reviewing and resolving grievances promptly.

5.3 Time Limits

- 5.3.1 Every effort shall be made to complete action within the time limits contained within the grievance procedure.
- 5.3.2 Time limits at each level may be extended only by written agreement of the parties.
- 5.3.3 On those matters over which the immediate supervisor does not have jurisdiction, the grievant shall initiate the grievance procedure with an informal conference with the administrator having jurisdiction. If the matter is not resolved at the informal level, the grievance will proceed directly to Level 2.
- 5.3.4 Upon request of the grievant, timelines at Levels 1 and 2 herein shall be suspended during the winter, spring, or summer recesses.
- 5.3.5 In the event a grievance is filed or unresolved on or after May 1st which, if left unresolved until the beginning of the following school year, could result in harm to the grievant, and the grievant has filed a Level 1 grievance within five days of the event or circumstances occasioning the alleged grievance, the District and Association will make an effort to expedite the processing and settling of the grievance.

5.4 Informal Level

The grievance shall be discussed with the immediate supervisor in an attempt to resolve the grievance informally.

5.5 Formal Grievance - Level I - (immediate supervisor)

- 5.5.1 If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than twenty (20) days after the event or circumstances occasioning the grievance.
- 5.5.2 A formal grievance shall be initiated in writing on the form prescribed by the district and approved by the Association, and shall be filed with the immediate supervisor. A copy of the form shall be sent to the Association. That form shall be completed to show the following:
 - 5.5.2.1 grievant's name and work location,
 - 5.5.2.2 grievant's work function,
 - 5.5.2.3 the date the grievance was delivered to the immediate supervisor,
 - 5.5.2.4 the provision(s) of the Agreement alleged to have been violated, misapplied, or misinterpreted,

- 5.5.2.5 the circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names, and places as appropriate),
 - 5.5.2.6 the remedy sought by the grievant, and
 - 5.5.2.7 the name of the representative, if any, chosen by the grievant.
- 5.5.3 Within ten (10) days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.
- 5.6 Formal Grievance - Level II - (Superintendent)
- 5.6.1 If the grievant is not satisfied with the decision rendered at Level I, s/he may appeal the decision within ten (10) days to the Superintendent. The grievant shall file a copy with the Association.
 - 5.6.2 The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of reasons for the appeal.
 - 5.6.3 Within ten (10) days after the appeal is filed, the Superintendent or his/her designee shall complete the investigation of the grievance.
 - 5.6.4 Within five (5) days after the investigation is completed, a decision shall be given in writing to the grievant.
- 5.7 Formal Grievance - Level III - (arbitration)
- 5.7.1 If the Association is not satisfied with the decision rendered at Level II, it may submit the grievance to binding arbitration within ninety (90) days upon receipt of the decision by the grievant. The submission shall include a copy of the original grievance, and the decision rendered at Level II.
 - 5.7.2 The parties shall select a mutually acceptable arbitrator. In the event they are unable to agree on an arbitrator within ten (10) days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Conciliation Service of five (5) persons experienced in hearing grievances. If the grievant and the District cannot agree on an arbitrator from the list, each party shall alternately strike names until only one name remains.
 - 5.7.3 The arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, s/he shall prepare a decision listing the issues, the pertinent facts found, and his/her conclusions.
 - 5.7.4 The decision of the arbitrator shall be binding and shall be submitted to the

Superintendent and the Association. All costs for the services of the arbitrator including, but not limited to, per diem expenses, his/her travel and subsistence expenses; cost of the services of court reporter, and the cost of any hearing room not in a district facility, shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

- 5.7.5 The arbitrator shall limit his/her decision strictly to the violation, interpretation, or application of the specific articles and sections of this Agreement, and shall be without power or authority to add to, delete from, or modify the terms of this Agreement.
- 5.7.6 With respect to any grievance or group of grievances on the same issue, no arbitrator(s) shall have the authority to make an award(s) or decision(s) in excess of \$20,000. The foregoing provision shall not preclude the filing of a court action.
- 5.7.7 On a case by case basis, NHTA and NHUSD may mutually agree to use the Expedited Labor Arbitration Rule provided by the American Arbitration Association.

5.8 Miscellaneous

- 5.8.1 Response - If the District fails to respond to a grievance within the time limits specified for Level I, the grievant shall have the right to appeal to Level II. If the District fails to respond to a grievance within the time limits specified for Level II, the Association may appeal to Level III. A pre-arbitration conference shall be held to attempt settlement of the issue.
- 5.8.2 Conference - Upon request, grievants shall have the right to a conference, at each level.
- 5.8.3 Records - All records of the proceedings shall be retained by the Personnel Department in a file other than the official personnel record.
- 5.8.4 Reprisals - No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
- 5.8.5 Representation - Each party may be accompanied by a representative at all levels of the grievance procedure.
- 5.8.6 Pay - A grievant, representative, or witnesses required to attend a grievance hearing during the work day shall not suffer any loss of pay.
- 5.8.7 Time Limitations - Failure to appeal a decision within the specified time limits or the time limits as changed pursuant to paragraph 5.3.2 shall be deemed an acceptance of the decision.
- 5.8.8 Grievance Without Intervention - A unit member may present a grievance and have

the grievance adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

- 5.8.9 Until final disposition of the grievance, the grievant shall conform to the District's interpretation of the aggrieved matter.

ARTICLE 6 - HOURS/CALENDARS

6.1 Workday

- 6.1.1 The standard workday for all unit members (except in 6.1.2 and Article 13) shall be seven (7) hours per day for 184 days, totaling 1288 hours. The principals after consulting with the school staff shall, with the approval of the Superintendent, determine reporting and ending times for each level. The principal, at his/her discretion, may grant unit member's request to adjust his/her workday outside of the student's instructional day.
- 6.1.2 The workday for unit members teaching an ROP class shall be lengthened by an equal amount of time that their student contact time is increased. Compensation for any required increase in time shall be an equal percentage increase in their base salary. When calculating increased time, collaboration time will be considered to be student contact time.
- 6.1.3 Unit members shall have a thirty (30) minute uninterrupted duty free lunch time.
- 6.1.4 Kindergarten teachers in a team teaching situation will have primary responsibility for the instruction of one class of kindergarten students for 200 minutes per day. During the remainder of the kindergarten instructional day, they will be available to assist and to complete other activities appropriate to the kindergarten program. Each team of kindergarten teachers shall be given one additional 40-minute joint planning period per week as long as the 200-minute kindergarten day remains in existence.
- 6.1.5 Each Pre-K-5 unit member shall be guaranteed forty (40) consecutive minutes of preparation time per day to meet his/her professional responsibilities, as per past practice. Unit members, Pre-K-5, shall not be assigned to teach more than 250 minutes per day. The instructional day may be extended by five (5) minutes for the reading of announcements or other non-instructional tasks.
- 6.1.6 Each 6-8 unit member shall be guaranteed fifty (50) consecutive minutes of preparation time per day to meet his/her professional responsibilities, as per past practice. Unit members, 6-8, shall not be assigned to teach more than 250 minutes per day. The instructional day may be extended by five (5) minutes for the reading of announcements or other non-instructional tasks.

- 6.1.7 Each 9-12 unit member shall be guaranteed fifty four (54) consecutive minutes of preparation time per day to meet his/her professional responsibilities, as per past practice. Unit members, 9-12, shall not be assigned to teach more than 270 minutes per day. The instructional day may be extended by five (5) minutes for reading of announcements or other non-instructional tasks.
- 6.1.8 The guarantees in 6.1.5, 6.1.6, and 6.1.7 may not apply when special schedules, such as minimum days, assemblies, rallies, and testing occur, but such schedules shall not result in any assignment exceeding 280 minutes. In the event that such a special schedule is planned the principal will consult with NHTA representatives no less than two weeks before such a schedule is implemented.
- 6.1.9 A unit member who volunteers to substitute for another class during his/her lunch or preparation period will be compensated at the hourly rate defined in Article 11 and published in the salary schedule.
- 6.1.10 No teacher shall be required to be on duty more than two and one half (2.5) hours without being provided a break of at least five (5) minutes.
- 6.1.11 Job Related Duties
- 6.1.11.1 All job related duties outside regular duty hours shall be as reasonably and equitably assigned as is practical, and shall not exceed forty (40) hours per work year for any unit member. *(The 40 hours are intended to acknowledge the extra time teachers put in to fulfill their professional responsibilities. Principals should assign time under this section on an if-and-as-needed basis only, not as a quota to fill).*
- 6.1.11.2 Job related duties are limited to the following:
- (1) program development;
 - (2) in-service;
 - (3) faculty meetings or any other required meetings of unit members;
 - (4) parent conferences;
 - (5) committee assignments;
 - (6) back-to-school nights;
 - (7) open house;
 - (8) curriculum development committees;
 - (9) student supervision;
 - (10) other assignments which are necessary for the efficient and safe operation of school or district programs;
 - (11) School Site Council;
 - (12) IEP, SRT and SST meetings;
 - (13) ILT meetings, except for any unit member receiving additional compensation for curricular leadership as defined in Article 13;
 - (14) Parent Teacher Club (PTC/PTA);

(15) District Level SBDM Steering Committee.

6.1.11.3 Administrator required or directed faculty meetings shall be limited to twenty (20) meetings in a school year to provide maximum flexibility. Principals would share faculty meeting schedules a semester in advance (at the start of school and at the semester).

6.1.11.3.1 No unit member shall be assigned other duties which occur on days when school is not in session except as provided for in section 6.2.6.

6.1.11.3.2 The site administrator shall consult with NHTA Association faculty representatives and, taking such consultation into consideration, will establish a calendar and procedures to make such assignments as are listed in 6.1.11.2.

6.1.11.3.3 Club advisor and school site council shall count as supervisions, the amount of credit to be determined through the consult process with Association faculty representatives at each school site.

6.1.11.3.4 Each September, NHTA will select two special education teachers and two general education teachers who will be willing to serve on Community Advisory Committees. When needed, NHTA also will select two unit members for the SELPA (Special Education Local Plan Area) Local Plan Committee. Time spent serving on such committees outside of work hours shall be counted toward the 40 hours. Selected teachers shall have released time to attend committee meetings as needed.

6.1.12 No teacher 6-12 shall be required to teach more than three (3) subjects nor have more than three (3) preparations without his/her written consent except for self-contained classroom situations. A preparation is defined as a unique course approved by the Board and included in the adopted Course Catalogue or any separate level of a sheltered course as designated by the principal with more than 75% ELL students enrolled. A 6-8 CORE will count as two (2) subjects, with a maximum of two (2) report card grades that may be given for any CORE subject. Such written consent shall be for the duration of the school year only. No teacher will be given more than three (3) preparations without a meeting with the principal during which the options will be discussed.

6.1.13 If the unit member's immediate supervisor determines that the nature of the teacher's assignment is such that parent conferences due to IEP's in Special Education or for proficiency standards require the unit member to put in time outside of regular duty

hours, beyond that ordinarily required under section 6.1.1 through 6.1.7, or that a home visit during the school day as part of the assessment of a severely handicapped student is necessary, and such determination is approved by the Superintendent or designee, the unit member shall be given released time to complete these tasks.

6.1.14 If a unit member is assigned to more than one site on a given work day, adequate time for travel will be provided which allows for a 30 minute duty free and travel free lunch. If a preparation period would normally be provided, the unit member will also receive that period. Travel time includes actual time traveled from classroom to classroom.

6.1.15 No teacher shall be required to be on supervision duty more than three (3) hours without being provided a break of at least ten (10) minutes without supervision responsibilities.

6.1.16 No teacher shall be required to do crossing guard/traffic supervision duty.

6.1.17 Home/Hospital Instruction

Students temporarily disabled by accident or physical, mental or emotional illness may receive individual instruction at home or in a hospital or residential health facility within the district. Such instruction may be given from one to five hours a week. The student's classroom teacher(s) will be responsible to submit assignments and materials to the Home/Hospital Instructor for students assigned to Home/Hospital Instruction when the District has information that the student will be out for fifteen (15) consecutive school days or less. The Home/Hospital Instructor will be responsible for supporting the student with the completion of these assignments. The Home/Hospital Instructor will return the completed/graded assignments to the classroom teacher(s).

The regular classroom teacher or teachers shall not be required to submit or complete lesson plans, evaluation or assessments for students assigned to Home/Hospital Instruction when the District has knowledge that the length of Home/Hospital Instruction period is in excess of fifteen (15) consecutive school days. The classroom teacher(s) will provide the Home/Hospital Instructor with information regarding the student's instructional needs and priorities. Once the Home/Hospital Instructor teacher has contacted the classroom teacher, the classroom teacher will provide the Home/Hospital Instructor with materials so as to provide a continuity of instruction that enables the student to keep up with the regular classroom program. The Home/Hospital Instructor may consult with other District teachers to help plan the Home/Hospital Instruction. On a case-by-case basis, site/district administrators may authorize paid time for the Home/Hospital Instructor and another District teacher to collaborate on the lesson development.

6.1.18 Compensatory Education

Students, for disciplinary reasons or for reasons related to program placement, may be assigned Compensatory Education. The student's classroom teacher(s) will be responsible to submit assignments and materials to the Home Instructor for students when the District has information that the student will be out of the regular teacher(s) classroom for ten (10) consecutive school days or less. Although no regular classroom teacher(s) shall be required to provide assignments and materials for students when Compensatory Education is expected to be in excess of ten (10) consecutive school days, the classroom teacher(s) will provide the home instructor with information regarding the student's instructional needs and priorities. The Home Instructor may consult with other District teachers to help plan the Home Instruction. On a case-by-case basis, site/district administrators may authorize paid time for the Home Instructor and another District teacher to collaborate on the lesson development.

6.2 Work Year

- 6.2.1 The base work year for all unit members shall be 184 days. A minimum of one of the two teacher work days at the beginning of the school year shall be reserved for classroom and/or instructional preparation. Participation by new teachers in the New Teacher Orientation Days shall be on a voluntary basis.
- 6.2.2 For the term of the agreement, eligible certificated staff participating in District approved staff development days (*formerly Buy Back Days*) shall be paid at their per diem rate.
- 6.2.3 Counselors and psychologists shall work ten (10) additional days. Program managers and student activities directors shall work an additional five (5) days. Department Heads will work two (2) additional days. These unit members may request that their work year be reduced. Unit members may request that their work year be extended up to ten (10) days.
- 6.2.4 Unit members who are hired after the first work day of the school year shall be given two (2) workdays without students at the time of hiring for preparation for their assignments. Unit members who return from a leave of one semester or more at the beginning of the second semester shall be given two (2) workdays without students for preparation of their assignment. Any meetings or activities required by administration shall be related to preparation for their assignment.
- 6.2.5 Unit members who are assigned by the District to develop curriculum outside their regular assigned duty hours will be paid at the established certificated hourly rate for time spent on the project subject to the following:
 - 6.2.5.1 The curriculum development project must either be assigned by the District in writing; or it must be proposed by the unit member and approved by the District, in advance, in writing.
 - 6.2.5.2 The assignment or approval must include a specified maximum number of

hours to be spent on the project. The unit member will be paid only for those hours unless a change in the number of hours is approved by the District in writing before the maximum is exceeded.

6.2.5.3 In order to be eligible for payment, the unit member must satisfactorily complete the project (“completion” is reached by mutual agreement between unit member and assigning administrator).

6.2.5.4 Unit members will be paid at the hourly rate for the development of curriculum outside of their regular assigned duty hours that is approved by their site or district level administrator.

6.2.6 Unit members who change classrooms after school has started shall be given one week advance notice which includes up to two (2) days of release time (unless they request fewer days) to prepare for the change. If there is both a classroom change and a grade level/subject change, an additional day may be requested.

6.2.7 No unit member shall be required to work on negotiated holidays or during winter, spring, or summer recesses, with the exception of 12th grade graduation which occurs after the last work day, and those identified in 6.2.2.

6.2.8 Unit members assigned supervision on non-work days other than on negotiated holidays or during winter, spring or summer recesses shall be compensated at the district hourly rate (11.2.9). Volunteers will be solicited for such assignments prior to unit members being assigned.

6.2.8.1 Paid assignments shall not count towards the hours of additional duty specified in 6.1.11.1.

6.2.8.2 The unit members shall be paid for the assigned time, even if the actual duty time is shortened.

6.2.9 The calendars are attached.

ARTICLE 7 - CLASS SIZE

7.1 Teaching Staffing Ratio

7.1.1 All district schools shall be staffed at a ratio of one (1) teacher per 30 students.

7.1.2 Staffing at grades K-12 shall be proportionally adjusted to provide for the number of periods/hours provided to students at these levels.

7.1.3 If they exist at any school, the following positions shall be excluded from the teacher staffing ratio:

- (1) Special Education teachers,
- (2) Counselors,
- (3) Psychologists,
- (4) Program Managers,
- (5) K-12 Media Specialists,
- (6) Title I Support Teachers,
- (7) K-4 Curriculum Leaders,
- (8) Adaptive P.E. teachers for adaptive P.E. periods,
- (9) Elementary prep teachers,
- (10) Academic coaches
- (11) Inclusion specialists
- (12) Speech specialists,
- (13) other designated instructional service specialists, and
- (14) Any unit member who is not assigned to a regular classroom instructional period (prorated for time assigned to regular classroom periods).

7.1.4 Release time provided by the district for such positions/functions as Department Head, Curriculum Leader, Student Activity Director, Consulting Teacher, Athletic Director shall be excluded from the teacher staffing ratio. Released time is that period of time during which a teacher or specialist is released from regular classroom duty.

7.1.5 The District shall provide two (2) department heads per K-5 site, four (4) per 6-8 site, and nine (9) at Logan. Nominees for Department Heads will be solicited from staff members. If there is more than one qualified candidate, there will be an election among the appropriate staff. The school principal will forward the name of the successful candidate to the Superintendent. (No changes recommended)

7.2 Class Size

7.2.1 If a class (including K-5 Science and Media Prep) has an enrollment that exceeds 32 (K-5) or 33 (6-12) for more than five (5) consecutive days, the teacher and the principal or designee, shall, upon request, meet and discuss possible alternatives. Alternatives may include, but are not limited to, the reduction of the enrollment in the class. If the administration approves a reduction of enrollment, such reduction of enrollment shall be accomplished within fifteen (15) school days of the meeting. If the meeting is held after October 20, such reduction of enrollment shall be accomplished within ten (10) days of the meeting. If additional staffing is required, timelines will be extended by ten (10) days. K-3 class size will be maintained at legal limits for K-3 class size reduction program, as long as State funding continues and the District participates in the program. If the District discontinues its participation in the program, class size will be as otherwise provided for herein.

7.2.1.1 For grades 9-12, every reasonable effort will be made to complete class adjustments and balancing on or before the eighteenth day of the first semester.

7.2.1.1.1 A course will be deemed balanced if each of the sections of that course are within three (3) students of the average size of the entire course. For example if the average class size for the course Algebra 1 is thirty (30) then the course will be deemed “balanced” if all the sections have enrollments between 27 and 33. This balancing limit will not apply to any course or section subject to unusual circumstances, in which exceptions need to be made in order to maximize student access to courses. An example is an honors or AP section in which members of the band must enroll due to scheduling conflicts with the band program schedule, which leads to a larger class size in that section as compared to the section which conflicts with the band program schedule.

7.2.1.1.4 By the third week of September (before the 18th day), the Principal or designee will meet with the Association representative to discuss actions taken to balance, and those still needed to be taken.

7.2.2 If a class has an enrollment that exceeds 32 (K-5) or 33 (6-12) for more than fifteen (15) school days, the principal or designee shall give the reasons in writing to the teacher, and provide a copy to the NHTA faculty representatives. If the teacher disagrees with the reasons given, s/he may request a review by the Superintendent or designee.

7.2.3 The average class size, school-wide, shall not exceed the following:

P.E.....	K-5.....	35
P.E.....	6-8.....	40
P.E.....	9-12.....	43
Music.....	K-5.....	35
Music.....	6-12.....	39

7.2.3.1 Caseload

The District shall make a reasonable effort not to exceed 14 students in any K-12 non-severe special class and 12 students in any severe special class. Staff will not be reduced because all classes are not at these numbers.

Preschool non-severe students shall have an instructional adult-to-child ratio not to exceed one-to-eight. Preschool severely disabled students, in a self-contained special day classroom, shall not exceed an instructional adult-to-child ratio of one-to-five.

If a class exceeds the caseloads given above, the Director of Special Services will consult with the teacher concerning additional aide hours

and other ways of assistance. If mutual agreement cannot be reached, the situation will be referred to the Superintendent or designee for resolution.

The caseloads for resource specialists will not exceed 28 Resource Specialist Program (RSP) students. Students on 504 plans receiving the same frequency, intensity, and duration of services as an RSP student will count towards this 28 maximum.

Speech Specialists in the district will have an average caseload of 55 students. The maximum caseload of a speech specialist providing services exclusively to preschool students will be 40. Speech Specialists working part-time with preschool students shall have those students count as 1.4 students each in the calculation of the caseload.

- 7.2.4 A class that requires a work station (keyboarding, computers, drafting tables, etc.) will have a functioning work station for each student enrolled in that class.
- 7.2.5 For the purpose of calculating class averages, the number of students enrolled in a class with more than one teacher shall be divided by the number of teachers assigned to the class.
- 7.2.6 Students in SDC Classrooms shall be counted in the calculation of elementary prep specialists required for the site.
- 7.2.7 Whenever practicable, all regular classes, grades K-12, shall have an equitable distribution of students who are enrolled in Special Education, English Language Development (ELD), or Title I programs.
- 7.2.8 If a 6-12 Special Day Class student is assigned to a non-Special Education classroom on a regular basis, that student shall be counted twice in determining the class size for 7.2.1, 7.2.2, and 7.2.4, unless a classroom assistant is scheduled to assist in the classroom.
- 7.2.9 In calculating staffing ratios for grades 6-12 PE and Electives, students in Special Education classes shall be counted as one student with the exception of students in Adaptive P.E.
- 7.2.10 Classes for which the teacher agrees in writing to a larger class size shall be excluded from these provisions. Such agreement shall be for the duration of that school year only. Copies of any such agreement shall be forwarded to the Association within ten (10) working days of the agreement. These agreements shall be for the duration of that particular school year and will be in effect for one (1) year.
- 7.2.11 A Class Size Reduction (CSR) Task Force consisting equally of NHTA and NHUSD members pursuant to Article 16.10, shall be formed in 2015-16 to investigate and/or

develop a comprehensive plan/strategy for reducing class sizes in grades 4-12.

7.3 Other Staffing Ratios

7.3.1 Counselors

The staffing ratio for counselors shall be at a ratio of one (1) counselor per 550 students for grades 6-8 and one (1) counselor per 450 students 9-12. Caseload calculations shall include regular education, special education and limited day students, students assigned to Independent Study, and Chabot Connection students. (No changes recommended)

7.3.2 Special Education

7.3.2.1 Special Education class size and caseloads shall be in accordance with the requirements of applicable laws and regulations.

7.3.2.2 District staffing shall be at the ratio of one (1) psychologist per 1800 students.

7.3.2.3 Unit members shall perform specialized health care procedures only as required by law and under the supervision of a nurse or medical doctor. Persons who are to work with students under this section shall also be given training.

7.3.2.4 When a unit member is required to participate in a fair hearing, or other due process procedure, counsel retained to represent the district shall consult with the unit member during preparation for the hearing.

7.3.2.5 Site administrators in consultation with affected special education teachers shall determine the working hours of paraprofessionals. When possible, the affected special education teacher will be part of the interview process for a new or transfer aide/assistant.

7.3.2.6 Receiving 6th and 9th grade special day class and resource teachers will be given release time, when requested, to consult with 5th and 8th grade special day class and resource teachers regarding the students expected to be promoted at the end of the school year from one level to the next.

ARTICLE 8 - TRANSFER AND REASSIGNMENT

8.1 Definitions

8.1.1 Assignment - An assignment is the site and grade level in grades K-5 for the unit member and department in which the unit member teaches the majority of classes and site in grades 6-12.

8.1.2 Transfer - A transfer is a change in regular work location of a unit member from one

site or facility to another.

8.1.3 Reassignment - A reassignment is a change in grade level in grades K-5 for a unit member or a change in department in grades 6-12 which is the department in which the unit member teaches the majority of his/her classes.

8.1.4 Vacancy - A vacancy is any bargaining unit position that does not have a unit member assigned to it.

8.2 Voluntary Transfer and Reassignment

8.2.1 A unit member may submit a request for transfer to the Personnel Department at any time, whether or not a vacancy exists. A request shall be effective for the year in which it was submitted and the following year. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy.

8.2.2 Individuals who have a transfer request on file will be notified of any vacancies which occur in the area of their transfer request.

8.2.3 No outside applicant shall be selected to fill a vacancy if there is a qualified unit member applicant.

8.2.4 If two (2) or more unit members who meet the posted qualifications for the position apply for a vacancy, and all other factors are equal, the unit member with the greatest seniority shall receive the transfer.

8.2.5 The unit member shall be notified as to action taken by the district as soon as administratively practicable. If a transfer request is denied, the unit member may request a meeting with the administrator who denied the request to discuss the reasons for the denial. A written statement of the reasons for denial of a transfer request shall be provided, if requested in writing by the unit members.

8.2.6 A transfer request will not require the approval of the unit member's principal/supervisor.

8.2.7 A unit member may submit a request for reassignment to their principal/supervisor at any time, whether or not a vacancy exists. A request shall be effective for the year in which it was submitted.

8.2.8 No unit member shall be denied a transfer or reassignment as a form of retribution or disciplinary action.

8.2.9 Transfer requests will be forwarded to the NHTA within two (2) working days of the District receiving them. Then their dispositions will be forwarded to the NHTA within two (2) working days of the District's decision.

8.3 District-Initiated/Involuntary Transfers and Reassignments

- 8.3.1 In making District-initiated transfers and reassignments, the administration shall base its decision on program-related considerations. Applicable affirmative action goals and the unit member's qualifications, experience, credential, major or minor fields of study, District seniority, and prior evaluations, shall be considered. If all factors other than seniority are satisfied, the least senior qualified unit member shall be transferred or reassigned. If such a decision is based on factors other than seniority, the affected unit member shall be given a written rationale specifying the basis for the decision.
- 8.3.2 The District shall actively seek volunteers prior to making any District-initiated transfer or reassignment for the following reasons: a decrease in the number of pupils, elimination of program(s) and/or funding, or school closing. If no one volunteers, the unit member with the least seniority who meets the posted qualifications shall be transferred or reassigned.
- 8.3.3 If a District-initiated transfer is based on factors other than seniority, the affected unit member shall be given a written rationale specifying the basis for the decision. If a District-initiated reassignment occurs, the affected unit member will be provided a written rationale specifying the basis for the decision upon request.
- 8.3.4 No unit member shall be transferred for the purpose of discipline or retribution, with the exception of verified safety, hostile work environment, or sexual harassment violations.
- 8.3.5 If a particular school is to be closed, unit members at that school shall be accorded first priority for filling any new or vacant position at the school or schools to which the pupils from the closing schools are being placed.
- 8.3.6 Unit members from a closed school shall be afforded first priority in filling all vacancies that arise for which they have the posted qualifications. When two (2) or more unit members from a closed school apply for the same vacancy, the position shall be given to the unit member with the greatest seniority who possesses the posted qualifications.
- 8.3.7 A unit member who is transferred or reassigned under this section during the school term shall be released from his/her regular duties for two (2) working days for preparation and moving time. A unit member who is both transferred and reassigned shall receive an additional day unless s/he requests otherwise. The District shall provide assistance in moving a unit member's materials whenever a unit member is transferred or reassigned.
- 8.3.7.1 A unit member whose school is closed shall be released from his/her regular duties for two (2) working days or receive fourteen (14) hours of pay for packing and moving time. The member may request an additional day to the site principal. The District shall provide assistance in moving a unit

member's materials.

- 8.3.8 A unit member who is to be transferred, displaced or reassigned under this section shall be notified in writing at least one week prior to the transfer, displacement or reassignment.
- 8.3.9 A District-initiated reassignment or transfer to be made during the school term shall take place only after a conference between the unit member and his/her supervisor has been held to discuss the proposed reassignment or transfer. If a District-initiated reassignment or transfer is to be made during the summer recess, the supervisor shall attempt to have a conference with the unit member to discuss the proposed reassignment or transfer.
- 8.3.10 A District-initiated transfer or reassignment shall take place after a conference between the unit member and his/her supervisor has been held to discuss the proposed transfer or reassignment. The unit member has the right to request that an Association representative be present during this discussion.
- 8.3.11 A unit member who is displaced due to remodeling or reconfiguration shall either be released from his/her regular duties for two (2) working days or receive fourteen (14) hours of pay at the discretion of the supervisor for preparation and moving time.
- 8.3.12 A unit member being transferred or reassigned under this section shall receive written reasons for such transfer or reassignment upon request.
- 8.3.13 If a unit member is assigned to teach a course or grade level which he or she has not previously taught, after the school year has started, he or she shall receive two (2) days without student responsibilities to prepare for the new course or grade level unless s/he requests otherwise.

8.4 Notification of Assignment

No later than the last day of school, the Personnel Department shall provide each unit member written notice of the site to which he or she has been assigned and his/her salary placement for the next school year.

8.5 Vacancies

- 8.5.1 Notification of Vacancy shall contain the following information:
 - (1) site location of the vacancy,
 - (2) grade level or subject matter,
 - (3) credentials,
 - (4) qualifications,
 - (5) related extra duty assignment, and
 - (6) length of assignment, if limited.

- 8.5.2 Individuals who have transfer requests on file will be notified of any vacancies which occur in the area of their transfer request. Unit members should file transfer requests indicating preferences for changes in assignment at any time that they have a change in preference so that it is a matter of record and can be considered as vacancies occur.
- 8.5.3 During the school year, upon knowledge of a vacancy, notice of the vacancy shall be sent to all members via e-mail and posted on the district ' s web site for unit members only for five working days, then open to the public. This posting requirement shall not apply for the first two weeks of school or to meet staffing requirements for class size reduction at any other time.
- 8.5.4 During the summer months, notices of vacancies shall be updated weekly on the District ' s web site and via email.
- 8.5.5 Unit members who have been employed as temporary teachers the previous year with satisfactory evaluations shall receive consideration for reemployment and first priority in accordance with Education Code 44918.
- 8.6 Seniority, for the purposes of this Article only
 - 8.6.1 Seniority is defined as the unit member ' s initial date of service in the bargaining unit.
 - 8.6.2 Unit members with the same initial date of service shall have their seniority number determined by lot. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member ' s seniority, that seniority shall remain in effect while the unit member is employed in the District.
 - 8.6.3 A unit member on an approved leave of absence shall continue to earn seniority while on leave.
 - 8.6.4 A unit member ' s seniority shall accrue during layoff if s/he is reemployed during the applicable reemployment period in a probationary or permanent position.
- 8.7 If Pre K-5 combination grade level assignments become necessary, the administration will first solicit volunteers to teach said assignments.
- 8.8 Whenever feasible, administration will not assign a 6-12 teacher to teach four (4) or more consecutive periods.
- 8.9 Unit members returning from leave shall be afforded all the rights under this article.
- 8.10 For grades 6-12 every reasonable effort will be made to assign 6-12 teachers to no more than two (2) classrooms.

ARTICLE 9 - SAFETY CONDITIONS

- 9.1 The District shall make reasonable provisions for the safety of unit members. These provisions shall include appropriate distribution of written safety and emergency procedures to unit members.
- 9.1.1 The District and NHTA shall form a joint safety committee. This committee will work to address site and district safety concerns that affect students and staff. Although the topics of classroom violence and armed intruders on campus will be standing agenda items, the committee will also work to investigate and address other school/workplace safety issues as determined by the committee. It will be the responsibility of this committee to recommend and/or develop awareness and training opportunities related to school/workplace safety.
- 9.2 When potentially unsafe conditions are identified by any unit member, s/he shall take any reasonable action necessary to affect unit member safety and/or student safety.
- 9.3 The supervisor in charge shall be informed as soon as possible of the unsafe conditions and any action taken by the unit member. The supervisor shall assess the situation and take whatever action may be appropriate to provide for the safety of unit members and/or students.
- 9.4 Unit members who are required by the District to work with hazardous materials or equipment shall be provided with required safety devices and supplies.
- 9.5 Any job-related injury shall be reported in writing to the unit member's supervisor within twenty-four (24) hours of the occurrence.
- 9.6 Unit members shall be provided annually with digital copies of District procedures for dealing with students who endanger members' safety.
- 9.7 The District will take appropriate steps to protect unit members from tuberculosis.
- 9.8 Unit members shall receive information about any student assigned to them who meets the notification criteria as required by Welfare and Institutions Code 827(b) (2). Unit members will receive notification of those students assigned to them who have been suspended or expelled for violation of school rules as required by Education Code 49079.
- 9.9 Personal Property/Equipment/Automobiles
- 9.9.1 A claim for damages to a unit member's personal property or equipment shall be presented to the Superintendent or designee in accordance with the claims presentation requirements of the government code.
- 9.9.2 With the exceptions described below, personal property covered by this article shall be limited to medically necessary equipment, medically prescribed eyeglasses,

hearing aids, and dentures. A reasonable claim for damage to personal property other than medically necessary equipment, medically prescribed eyeglasses, hearing aids, or dentures will be reimbursed according to criteria and procedures established by the Superintendent. The procedures and criteria shall be provided annually to the unit member in the Faculty Guide. Reimbursement shall be limited to damages arising on school property during the unit member's workday, or during additional assigned duties, and arising out of and occurring in the course of his/her duties. Damage due to the unit member's negligence or failure to follow rules, regulations, or accepted procedures shall not be covered under this article.

- 9.9.3 In addition, the District shall reimburse unit members for the loss, destruction, or damage of equipment when that equipment is used for school instructional purposes in the District. Appropriate reports of the incident must be on file with the District Office and the Police Department. Reimbursement shall be made only when approval for the use of the equipment in the schools was given by the administrator or designee before the equipment was brought to school.
- 9.9.4 The District reimbursement for any one incident shall not exceed \$250 and shall not cover any portion of the loss for which the unit member is reimbursed by his/her insurance company.
- 9.9.5 A fund of \$2,000 per year will be allocated to reimburse unit members for out-of-pocket expenses resulting from damage to their motor vehicles or bicycles caused by vandalism which occurs on school district property or while in the performance of the unit member's job. Claims for reimbursement under this provision must be accompanied by a copy of a police report and evidence of the expenses involved. All claims submitted under this provision will be reserved until June 30th of the applicable year. The \$2,000 will then be divided proportionately among all eligible claimants. A claim submitted after June 30th for damage which occurred before June 30th will be considered for reimbursement during the year in which it was submitted. The maximum reimbursement will be \$250.00 per unit member.

ARTICLE 10 - LEAVES

PAID LEAVES

10.1 Sick Leave

- 10.1.1 Sick leave shall be earned at the rate of .056 days for each workday assigned.
- 10.1.2 Part-time unit members shall earn sick leave at the rate proportional to the fraction of full time that they work.
- 10.1.3 Unused sick leave may be accumulated without limit.
- 10.1.4 At the beginning of each school year, each unit member shall receive his/her sick

leave allotment credit for the school year. This report shall include any such leave credit transferred from another California school district.

- 10.1.5 The monthly salary warrant shall list the following information for each unit member:
 - (1) accrued sick leave total, and
 - (2) annual sick leave entitlement.
- 10.1.6 The District may require verification of illness for benefits under this section. If such verification is provided by the member's doctor, the District reserves the right to require a second opinion from a district-selected doctor. However, such requirement shall be exercised only when, in the District's judgment, there is reason to believe sick leave has been abused.
- 10.1.7 Full-time unit members who serve an entire school year and use one (1.0) or less sick leave days during the school year shall be credited with five (5) additional days of sick leave; those who have used more than one (1.0) and not more than two (2.0) sick leave days shall be credited with four (4.0) additional days of sick leave; those who have used more than two (2.0) and not more than four (4.0) sick leave days shall be credited with three (3.0) additional days of sick leave.

10.2 Additional Illness Leave

- 10.2.1 After a unit member has exhausted all accrued sick leave, s/he may receive additional illness leave.
- 10.2.2 Additional leave under this provision shall not exceed 100 days in any school year.
- 10.2.3 During additional leave under this provision, the unit member shall receive the difference between his/her regular salary and the amount paid the substitute. If no substitute is used, the unit member shall receive the difference between his/her regular salary and the amount which would have been paid a substitute had one been hired.
- 10.2.4 To qualify for leave under this provision, written verification of illness from a licensed physician or certified medical advisor must be submitted to the Personnel Department.

10.3 Personal Necessity Leave

- 10.3.1 Each unit member shall be entitled to use up to seven (7) days of his/her accumulated sick leave each year for personal necessity. In the event of serious or extended illness of children, spouse, domestic partner or parents of the unit member, or the need to attend a funeral, up to seven (7) additional days may be granted, upon request, by the Chief Personnel Officer/Assistant Superintendent for Personnel. Requests for additional days should be in writing, email or by phone in the case of an emergency, to the Personnel Department.

10.3.2 Notification of intent to use Personal Necessity Leave will be the same as sick leave.

10.3.3 The district may require reasons for benefits under this section. When such reasons are provided, the District reserves the right to require additional information. However, such requirement shall be exercised only when, in the District's judgment, there is reason to believe personal necessity leave has been abused.

10.4 Pregnancy Disability Leave

10.4.1 Pregnancy Disability Leave will be allowed pursuant to the California Pregnancy Disability Law.

10.4.1 A unit member shall have the right to utilize sick leave provided in this article and the benefits provided for by section 44977 of the Education Code for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from.

10.4.2 The pregnant unit member may continue to work as long as her health will permit, and she can safely and completely perform all of her required duties.

10.4.3 After initial written verification of temporary disability resulting from pregnancy, the unit member shall be responsible for providing medical status reports as may be required by the District.

10.4.4 A written certification by the unit member's physician or certified medical advisor that the unit member can safely return to work and completely perform required duties shall be submitted to the Chief Personnel Officer/Assistant Superintendent of Personnel Services prior to return to work.

10.5 Industrial Accident Or Illness Leave

10.5.1 Unit members shall be entitled to no more than sixty (60) days leave under this provision.

10.5.2 Leave allowable under this provision shall not be accumulated from year to year.

10.5.3 Leave under this provision shall commence on the first day of absence.

10.5.4 Total monthly reimbursement under this provision shall not exceed the total unit member's full salary, including his/her temporary disability indemnity and portion of monthly salary paid by the District.

10.5.5 Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence of a temporary disability indemnity award.

- 10.5.6 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled only to the amount of unused leave due him/her for the same illness or injury.
- 10.5.7 During any paid leave of absence under this provision, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.
- 10.5.8 The accident or illness must have arisen out of, and in the course of, the employment of the unit member and must be accepted by the Alameda County Self-Insurance Fund as a bonafide injury or illness arising out of, and in the course of, employment.
- 10.6 Catastrophic Leave Bank
- 10.6.1 For the purposes of this section, a “day” shall be any day a unit member is expected to be on duty as determined by the terms of this Agreement.
- 10.6.2 Days shall be contributed and withdrawn from the Bank without regard to daily rates of pay.
- 10.6.3 A committee of three (3) Association members shall administer the Catastrophic Leave Bank. One Association member will be selected as “Chair.”
- 10.6.4 The committee will receive applications from the Personnel Department and will communicate through the Chair any decisions to the Personnel Department in a timely manner.
- 10.6.5 To participate in the Bank a unit member must contribute one day of sick leave to the Bank for the current school year and have income protection insurance approved by the NHTA. Membership will continue unless the unit member requests, in writing, that membership be discontinued or if the unit member no longer qualifies.
- 10.6.6 Participation is voluntary. All unit members meeting the above criteria are eligible to join. All others are not eligible and may not receive benefits from the Bank.
- 10.6.7 By October 1 of each school year, each unit member will be notified about membership in the Bank and be provided with access to membership applications. The unit member must return said form to the Personnel Department by November 15, indicating his/her desire to be part of the Bank program. If the form is not returned to the Personnel Department the unit member is ineligible to

participate during the current school year. Those hired after the beginning of the school year will be given forty-five (45) working days after their first working day to elect whether or not to participate. The District will deduct one (1) sick leave day from the sick leave allowance of each person who elects to join the program.

- 10.6.8 Contributions are on an annual basis and will accumulate in the Bank from year to year. Only unit members who have contributed during the current school year are eligible to receive benefits under this plan. Sick leave days previously contributed to the Bank shall not be returned. Contribution of days to the Bank will not be considered as used leave for purposes of calculating bonus days.
- 10.6.9 To receive benefits a unit member must have exhausted all paid leave which is not covered by his/her income protection insurance.
- 10.6.10 Unit members who have exhausted sick leave but still have differential leave available are eligible to withdraw from the Bank until they qualify for income protection insurance. When using differential, the District shall pay the unit member full pay and the Bank shall be charged one-half (1/2) day leave per day on differential. Once a member becomes eligible to receive income protection benefits s/he will no longer be eligible to withdraw from the Bank.
- 10.6.11 The following are reasons for applying for withdrawal from the Bank:
 - (1) medical treatment for a continuing illness or injury,
 - (2) emergency medical treatment,
 - (3) serious personal illness or injury, or
 - (4) serious illness or injury to a member of immediate family or household.
- 10.6.12 Unit members may withdraw up to fifteen (15) days from the Catastrophic Leave Bank for each approved application.
- 10.6.13 Withdrawal must be applied for by the unit member or by another acting as an agent for the unit member. In all instances, the committee will request medical verification before authorizing withdrawals from the Bank.
- 10.6.14 The committee's decision is final. The District may not deny benefits that have been authorized by the committee.
- 10.6.15 The District will provide payment of previously deducted salary to a unit member within thirty (30) days of the committee's notifying the District of the unit member's eligibility to receive paid leave under this plan.
- 10.6.16 The District will set up the Bank by November 15 of each school year and give the NHTA a list of all unit members who have enrolled in the program. The District shall provide to NHTA an accounting of the number of sick leave days in the Bank by December 1 and when requested by the NHTA.

- 10.6.17 If the number of days in the Bank exceeds 500 at the beginning of a school year, all unit members who were eligible the previous school year shall remain eligible for the current year without making additional contributions. Unit members who were not enrolled the previous year will have to enroll in the usual way to be eligible for the current school year.
- 10.6.18 If the Bank has exhausted its allotment of sick days during the school year, and additional days are needed, unit members in the bank will contribute an additional day to the Bank.

10.7 Bereavement Leave

- 10.7.1 Unit members shall be granted a maximum of three (3) paid days of leave for members of the immediate family as defined in 10.7.2, or five (5) paid days of leave for parents, spouse, domestic partner and/or child, or if travel beyond a radius of 250 miles is required, in the event of the death of a member of the immediate family.
- 10.7.2 Member of immediate family as used in this section means:

Mother, father, grandmother, great grandmother, grandfather, great grandfather, spouse, domestic partner, son, daughter, step-child, brother, brother-in-law, sister, sister-in-law, stepmother, stepfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, great grandchild, aunt, uncle, cousin, niece or nephew of the unit member or of the spouse, domestic partner or any other member of the immediate household or their relatives as described in this paragraph.
- 10.7.3 For leave granted under this provision, no deductions shall be made from salary or sick leave.
- 10.7.4 Bereavement Leave must be initiated within five (5) days of the death involved or within five (5) days of the funeral/memorial service.

10.8 Jury Duty - Court Witness Leave

- 10.8.1 A unit member shall be granted leave to appear for jury duty in the manner provided by law.
- 10.8.2 A unit member shall be granted leave to appear in court as a witness when subpoenaed or to respond to an official order from another government jurisdiction other than as a litigant and not brought through the connivance or misconduct of the unit member.
- 10.8.3 A unit member shall receive his/her regular pay, less any amount received for jury duty, excluding travel expenses.

- 10.8.4 A unit member appearing in court as a litigant may use personnel necessity leave.
- 10.8.5 Leave under this provision may not be used in cases involving District employer-employee relations.

10.9 Association Leave

- 10.9.1 The Association shall be entitled to ten (10) days of release time each school year covered by this Agreement for use by the Association members for Association business. The Association may purchase additional days of release time, at the cost of the involved teacher's substitute.
- 10.9.2 Any request for such leave shall be submitted to the Superintendent or designee at least ten (10) days in advance of the absence and shall be accompanied by a request from the Association President that such leave be approved.
- 10.9.3 The leave provided for herein shall not accumulate from year to year.
- 10.9.4 The Board shall grant, upon request, a paid leave, up to one (1) FTE, to the president of the Association during his/her term of office. The Association will notify the District by July 1 of the intent to institute this leave for the upcoming school year and the percentage of leave being requested. The president's leave shall constitute full employment in the District and the president shall be entitled to all benefits granted to full-time employees. The Association shall reimburse the District in an amount equal to the cost of the lowest salaried teacher, (including interns) who could be considered to replace the president while on leave, including State Teachers' Retirement System contributions.

10.10 Family Illness Leave

Unit members may use Family Medical Leave pursuant to the Family and Medical Leave ACT (FMLA) and the California Family Rights Act (CFRA).

PARTIALLY PAID LEAVES

10.11 Part Time Leave with Shared Assignments

- 10.11.1 Applications for part-time leave to share an assignment must be submitted by the two unit members who propose such an arrangement by March 15 of the school year preceding the assignment. The applications shall be submitted to the unit members' supervisor for his/her recommendation and for transmittal to the Superintendent or designee. The Personnel Department will maintain a list of names of individuals who are seeking shared assignments and make it available to interested individuals seeking a shared assignment.

- 10.11.2 Upon approval of the Superintendent and the Association, a written memorandum of understanding shall be developed describing the particulars of the leave including, but not limited to, the period of service of each person taking the leave, compensation, benefits, seniority rights, conditions for terminating the leave, and conditions for returning to a full-time position.
- 10.11.3 The memorandum of understanding shall be signed by each unit member involved, the Superintendent or designee and the Association President.
- 10.11.4 If the request is disapproved, the Superintendent shall give reasons for such disapproval in writing to the unit members no later than May 15th if requested in writing by May 1st.

10.12 Professional Development Leave

- 10.12.1 At its sole discretion, the Board may grant a leave of absence to a unit member for professional development which will benefit the schools and students of the District up to a maximum of two (2) leaves per year during the duration of this Agreement.
- 10.12.2 Professional Development Leave of absence may be taken in separate six (6) month periods or in any other periods designated by the Board to a maximum cumulative leave of one year provided that the total leave of one year shall be commenced and completed within a three (3) year period.
- 10.12.3 To be eligible for a Professional Development Leave, the unit member must have seven (7) consecutive years of full-time paid service in the District and must agree to render at least two (2) years of service in the employ of the District upon expiration of the leave.
- 10.12.4 A unit member who has received a Professional Development Leave shall not be considered to be eligible for further leaves under this section.
- 10.12.5 To apply for a Professional Development Leave, the unit member must submit a total study plan, including the name of educational or training institutions, and proof of acceptance into the program; a detailed description of the skills, knowledge and abilities the unit member will gain during the leave; a statement of the direct use of the skills, knowledge and abilities in future service to the District; a suggested leave timeline; and the number of hours of required attendance in the program. Notice of intent to apply for such leave shall be submitted to the Superintendent no later than January 31 for the following school year, and the completed application shall be submitted to the Superintendent no later than March 15.
- 10.12.6 Unit members granted a Professional Development Leave shall be required to perform such services during the leave as the Board and the unit member agree to

in writing.

- 10.12.7 A unit member on a District approved Professional Development Leave shall receive one-half of his/her regular rate of pay. Any compensation granted by the Board to a unit member on leave shall be paid in two (2) equal, annual installments during the first two (2) years of the leave. However, if the unit member furnishes a suitable bond indemnifying the District against loss in the event that the unit member fails to render at least two (2) years of service following the completion of the Professional Development Leave, the compensation approved by the Board will be paid the unit member on leave in the same manner as if the unit member were in working status. A unit member on Professional Development Leave shall not earn, nor be entitled to use, sick leave or any other form of paid leave. A unit member on a Professional Development Leave shall not earn seniority while on leave.
- 10.12.8 The Board may terminate a Professional Development Leave and recover any or all compensation granted to the leave recipient if the unit member fails to comply with the provisions of this Agreement related to such leaves or any reasonable requests made by the Board.

UNPAID LEAVES

10.13 Child-Rearing Leave

- 10.13.1 The Board will, upon request, provide a male or female unit member who is a natural or adopting parent an unpaid leave of absence, not to exceed one (1) school year, for the purpose of rearing his/her infant or in preparation for childbirth or adoption.
- 10.13.2 Child-rearing leave shall terminate at the end of a semester for unit members of grades 6-12 and at the end of any report card period for unit members of grades K-5.
- 10.13.3 A unit member must request the leave at least four (4) weeks before the proposed commencement except in the case of adoption.
- 10.13.4 At least four (4) weeks prior to returning to work, the unit member on leave must inform the Chief Personnel Officer/Assistant Superintendent for Personnel of intent to return.
- 10.13.5 Child-rearing leave must commence within ninety (90) district office workdays of the birth or adoption of the child.

10.14 Family Care Leave

- 10.14.1 Unit members who have served at least one (1) year of continuous service in the district may take up to 12 weeks of leave in a “rolling” 12-month period measured

backward from the date a unit member uses family leave as defined in California Government Code section 12945.2. This includes:

- (1) birth of a child of an employee,
- (2) placement of a child upon adoption,
- (3) to care for a seriously ill child of an employee, or
- (4) to care for a parent, spouse or domestic partner with a serious health condition.

10.14.2 A unit member must request the leave at least four (4) weeks before the proposed commencement of the leave except in cases when the reason for the leave is unforeseeable.

10.14.3 The unit member on family care leave shall notify the district of the intended return date at least two (2) weeks prior to return.

10.14.4 In all cases of serious illness, unit members must provide certification from a health care provider specifying the date on which the serious health condition commenced, the probable duration of the condition and an estimate of the amount of time the unit member will be required to care for the child, parent, spouse or domestic partner. This certification shall also include a statement from the health care provider that the unit member's participation is warranted during the period of treatment of the seriously ill child, parent, spouse or domestic partner.

10.14.5 Family care leave shall not be used to extend the time established under section 10.13 of this agreement for a child-rearing leave.

10.14.6 Whenever a unit member submits appropriate "*request information*" to go on family care leave, the unit member shall have added to their pay warrant for the last month of employment prior to the effective date of the leave an amount equal to the current cost of the medical/dental plan in which they are participating times the number of months for which the leave will be taken, not to exceed the monthly cost of the Kaiser subscriber plus one or more dependents plan plus Delta Dental times the number of months the leave will be taken. The bonus amount shall be applied through the 125 Plan to cover the cost of the elected medical/dental program.

10.15 Short Term Leave

10.15.1 Unit members may be granted up to fifteen (15) days of leave of absence without pay at the discretion of the Superintendent or designee.

10.15.2 Leave, under this provision, must be requested in advance.

10.16 Unpaid Leave of Absence

10.16.1 Unit members employed by the district may, at the discretion of the Board of

Education, be granted a leave of absence, without pay, for not more than one (1) year.

10.16.2 Leave taken under this provision may be extended by the Board of Education at its discretion.

10.17 Legislative Leave

10.17.1 Unit members elected or appointed to public office shall be entitled to an unpaid leave of absence for the length of the term of office plus a maximum of an additional six (6) months.

10.17.2 The unit member on such leave shall notify the District of the intended return date at least one (1) semester prior to return.

10.18 Study Leave

10.18.1 The Board may grant a unit member an unpaid leave of absence for study which in the judgment of the Board will benefit the schools and students of the district.

10.18.2 A unit member who is on a Study Leave shall not be considered to be eligible for other leaves during this period.

10.18.3 To qualify for a Study Leave, the unit member must submit a total study plan including the names of educational or training institutions, where appropriate; proof of acceptance into the program; a detailed description of the skills, knowledge and abilities the unit member will gain during the leave; a statement of the direct use of skills, knowledge and abilities in future service to the District; a suggested leave timeline; and the number of hours of required attendance or participation in the program.

10.18.4 The initial application must be submitted to the Superintendent not later than six (6) months prior to the proposed beginning date of the leave.

10.18.5 A unit member on Study Leave shall not earn, or be entitled to use, sick leave or any other form of paid leave.

10.18.6 A unit member on Study Leave shall not earn seniority while on leave.

10.18.7 The reasons for denial, if leave is denied, shall be given in writing.

10.19 General Provisions

10.19.1 When a unit member returns from a leave of absence of one year or less, s/he shall, unless s/he otherwise agrees, be reinstated at the site and in the position held at the time of the granting of the leave of absence. In the event there is a permanent or

probationary unit member at the site and in the position, then the returning unit member will be offered any position in the District for which s/he is credentialed not held by a permanent or probationary unit member.

- 10.19.2 Unit members on unpaid leave may not use other leave benefits except as specified below.
- 10.19.3 A pregnant unit member who is on child-rearing leave may, pursuant to the provisions of 10.4, use pregnancy disability leave.
- 10.19.4 Time spent on unpaid leave of absence shall not be counted as service time in the district for any purpose, except as allowed in 11.8.1.
- 10.19.5 Unit members on paid leave of absence will be entitled to all fringe benefits.
- 10.19.6 Unit members on unpaid leave of absence will not be entitled to fringe benefits; however, they may retain health and dental insurance benefits by paying the monthly premiums to the school district ten (10) days in advance of the due date established by the district.
- 10.19.7 Every effort shall be made to hire substitute special education personnel. The district will consult with NHTA on handling special education obligations when no appropriate candidates are available.

ARTICLE 11 – SALARY

11.1 Annual Advancement

- 11.1.1 Unit members eligible for step movement shall be advanced on the salary schedule effective July 1 of each year, except for those unit members who return from leave or who are hired for the second semester shall be eligible for step movement upon completion of a full year of service.

For 2014-15, the District will place a 1% increase on the salary schedule effective July 1, 2014. For 2015-16, the District will place a 2% increase on the salary schedule effective July 1, 2015. For 2016-17, the District will place a 5% increase on the salary schedule effective July 1, 2016.

11.2 Salary Placement

Any and all education required for employment shall be recognized on the salary schedule. No unit member will be placed above Class I, Step 4 of the salary schedule until s/he has at least thirty (30) units above the BA.

- 11.2.6 The District will implement AB 1451 to maximize the beginning teacher salary cells insofar as permitted by law.

- 11.2.7 Teachers not qualifying for AB 1451 funding will be placed on the certificated salary schedule minus the AB 1451 funding.
- 11.2.8 The intern salary step will be increased by the same percentage that the regular salary schedule is increased.
- 11.2.9 The hourly rate for unit members will be prorated based on Class I, Step 1 of the salary schedule (minus \$22,368.54, divided by 184, divided by 7). No further adjustment will be made to that rate during the fiscal year.
- 11.2.10 The hourly rate for unit members performing Home Hospital or Compensatory Education Instruction will be prorated based on Class III, Step 10 of the salary schedule (minus \$22,368.54, divided by 184, divided by 7). No further adjustment will be made to that rate during the fiscal year.

11.3 Career Increment

- 11.3.1 Unit members who have completed fifteen (15) or more years of service and who have received a summary rating of Satisfactory on their most recent evaluation shall receive a career increment.
- 11.3.2 Unit members who have completed nineteen (19) or more years of service and who have received a summary rating of Satisfactory on their most recent evaluation shall receive an additional career increment.
- 11.3.3 Unit members who have completed twenty-three (23) or more years of service and who have received a summary rating of Satisfactory on their most recent evaluation shall receive an additional career increment.
- 11.3.4 Unit members who have completed twenty-seven (27) or more years of service and who have received a summary rating of Satisfactory on their most recent evaluation shall receive an additional career increment.
- 11.3.5 Unit members who are in Class IV (BA+75) and who have completed thirty-one (31) years of service shall receive an additional career increment.

11.4 Masters Degree(s)

A unit member who has one or more Masters Degrees shall receive an annual stipend of \$800. In order to qualify, the degree must have been granted by an institution listed in the most current edition of the American Council of Education publication, Accredited Institutions of Post-secondary Education - Programs, Candidates, or comparable foreign publications.

11.5 Doctor's Degree(s)

A unit member who has one or more Doctors Degrees shall receive an annual stipend of \$850. In order to qualify, the degree must have been granted by an institution listed in the most current edition of the American Council of Education publication, Accredited Institutions of Post-secondary Education - Programs, Candidates, or comparable foreign publications.

11.6 National Board Certification

Unit members who have received National Board Certification from the National Board of Professional Teaching Standards will receive a stipend of \$800. The district will provide a program of assistance and support for teachers seeking National Board Certification which will be developed in cooperation with the New Haven Teachers Association.

11.7 Column Advancement

Units to be applied for column advancement must be approved by the Chief Personnel Officer/Assistant Superintendent of Personnel and by the unit member's evaluator. Courses which are to be considered must have been completed with a grade of "C" or better or have been certified as "pass" if grades are not given. Denials may be appealed to the Superintendent. The criteria for this determination shall include, but not be limited to, the extent to which the units relate to the unit member's current assignment; major and minor field or credential area(s); and planned program for an advanced degree or credential. Units earned and verified by October 31st in accordance with district policy will be paid retroactively to the beginning of the school year. Teachers who earned credits during the school year will be placed on the appropriate step when the units are appropriately recorded by the 15th of the month.

11.8 Early Retirement Option

The district, in providing for individuals to retire voluntarily at an earlier age, shall make available retirement opportunities for unit members. A unit member may participate in these plans at his/her option and upon mutual agreement with the district.

Eligibility - A unit member shall be eligible between the age of 55 and 60, or younger if permitted by legislation.

11.8.1 Part-Time Early Retirement Employment Program

11.8.1.1 Eligible unit members may elect part-time duty status under the provisions of Education Code Section 44922.

11.8.1.2 Eligibility requirements:

- (1) The unit member must have reached the age of fifty-five (55) prior to reduction in workload;

- (2) The unit member must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment;
- (3) The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member; and
- (4) The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position, plus any additional days necessary to be the equivalent of one-half of the total workdays of regular, full-time unit members during any given year.

11.8.1.3 Salary and Benefit Provisions

The unit member shall be paid a salary which is the pro rata share of the salary s/he would be earning had s/he not elected to exercise the option of part-time employment. S/he shall retain all other rights that would have been required if s/he remained in full-time employment.

11.9 Salary Schedule Placement

Any unit member new to the District shall be placed on the salary schedule based upon year for year credit for teaching experience up to and including 12 years of credit. Employees with an intern credential who are enrolled in an internship program are given an intern contract and paid on the intern salary schedule. Interns who were previously paid on the alternate salary schedule will remain on the alternate salary schedule.

11.10 Mileage, Tolls and Parking

If a unit position requires traveling, the unit member will be compensated for mileage (at the IRS rate) as well as any parking and toll fees.

11.12 The following procedure is used to calculate salary schedule changes:

1. The percent of the negotiated salary increase is calculated and added.
2. The agreed upon amount for the certificated employees' contribution to the retiree trust fund is subtracted.

ARTICLE 12 - HEALTH AND WELFARE BENEFITS

12.1 The District shall offer access to health benefits plans to all NHTA unit members through CalPERS (or future TBD health care provider). This will allow NHTA unit members to

purchase health benefits via the District offered plan through deductions, including the utilization of the IRC 125 Plan.

12.1.1 The District shall establish a Medical Gap Funding (MGF) account of \$200,000 created to fund healthcare for all NHTA unit members who do not qualify for affordable coverage under the Affordable Care Act (ACA). The MGF account will provide each NHTA member, who does not meet the affordability criteria under the ACA, with the additional amount between their salary and the minimum ACA affordability amount for the school year based upon the rate of the cheapest/least expensive health plan offered by the District through CalPERS (or future TBD health care provider).

12.2 The District has in effect an IRC (Internal Revenue Code) 125 Plan, and it is agreed that the provisions of this plan shall be maintained for the life of this contract. Any changes in the existing dental and health coverage or carriers, must be by agreement with the Association.

All health insurance providers' contracts shall include domestic partners of unit members as eligible dependents.

12.2.2 For any employee, the District will deduct from his/her salary the cost of the current month's premium for dental insurance for all full-time certificated employees unless their spouse is already covered by the district dental plan. One-fifth of each month's premium will also be withheld from each of the ten monthly warrants to cover the July and August premiums. The medical premium deduction will be sent through the 125 Plan if the employee chooses to participate in it. Any employee not continuing beyond June 30 will have coverage through September 30, because the July and August premiums will have already been deducted. If s/he chooses not to have coverage s/he must notify Payroll in writing and a refund of the extra premium amounts taken will be made.

12.2.4 For any employee wishing to participate in a medical program, the District will deduct from his/her salary the cost of the medical insurance of his/her choice. One-fifth of each month's premium will also be withheld from each of the ten monthly warrants to cover the July and August premiums. The medical premium deducted will be sent through the 125 Plan if the employee chooses to participate in it. If s/he chooses not to have coverage s/he must notify Payroll in writing and a refund of the extra premium amounts taken will be made.

12.3 Health and Welfare Benefits for Retirees

12.3.1 A trust fund to pay medical and/or dental benefits shall be established and maintained on behalf of eligible retirees. Eligible retirees shall be those employees who retire from covered units after June 1, 1986, and meet the qualifications as defined in the trust agreement. The trust agreement shall be Appendix III of this contract benefits premium pool, and shall be deemed to be the status quo.

12.3.2 Retired unit members shall be included in the active unit member health and welfare benefits premium pool, and shall be deemed to be the status quo.

ARTICLE 13 - ADDITIONAL COMPENSATION POSITIONS

The following positions require expertise, responsibilities and time commitments which are additional to those expected of other unit positions. These positions shall have additional compensation based upon the stipend percentages shown.

Stipends for the following positions, regardless of funding source, shall be paid to unit members based upon the contractual stipend percentages shown in this article.

13.1 Additional Compensation

These positions shall have additional compensation based upon the percentages shown of salary schedule Class III, Step 10, minus (-) \$22,368.54.

13.2 Curricular Leadership

6.00% Curriculum Leader I
4.00% Department Head 9-12
3.00% Curriculum Leader II
3.00% Department Head K-8

13.3 Pupil Support Service

12.00% Psychologists
10.00% Program Manager/Specialist
4.00% Speech Language Pathologist
4.00% Counselor
4.00% Student Activities Director

13.4 Co-Curricular Services

5.00%
Logan High School Head Coach.....(per sport)
Instrumental Music Director (per semester)
Vocal Music Director.....(per semester)
Theater Arts Director(per semester)
Forensics Coach(per semester)
Year Book Assistant (per year)
Athletic Trainer (per season)
Logan Year Book Advisor (per year)
Courier Advisor (per year)

4.00%

- Logan Assistant Coach.....(per sport)
- Assistant Instrumental Music Director(per semester)
- Assistant Vocal Music Director(per semester)
- Athletic Director(per semester)
- Spirit Squad Coach(per semester)
- Assistant Forensics Coach.(per semester)

3.00%

- Lunchtime Intramural Director(per year)
- Strength and Conditioning Coach(per season)
- Middle School Instrumental Music Director(per semester)
- Middle School Vocal Music Director(per semester)
- Middle School Year Book Advisor.....(per year)

2.25%

- Middle School Coach.....(per sport)
- NHAL Secretary.....(per season)

2.00%

- Middle School Assistant Instrumental Music Director.....(per semester)
- Middle School Assistant Vocal Music Director(per year)

1.50%

- Elementary School After-School Music/Dance Director.....(per group)
- The Elementary School After-School Music/Dance Director and the site principal will determine the size of each group and the length of time for the music/dance activity.

13.5 PAR Consulting Teacher \$5,500.

13.6 The listed compensation is for the regular season only. Varsity athletic coaches participating in interscholastic post league season playoff games will be paid an additional stipend, calculated by dividing the seasonal stipend by twelve (12) and multiplying this by the number of weeks of post-season play. Any other co-curricular service positions required for varsity post league season play will have their compensation calculated in the same manner.

13.7 Per Diem

Unit members whose work year exceeds the regular teacher work year of 184 days shall be paid at the per diem rate for the additional days. Per diem shall be calculated by adding the extra steps on the salary schedule directly related to the extended year to the base steps and dividing by 184. Consulting Teacher stipends shall not be added to base salary when calculating per diem.

13.8 All new stipends will be bargained with NHTA before implemented.

- 13.9 A Stipend Committee consisting equally of NHTA and NHUSD members pursuant to Article 16.10, shall be formed in 2015-16 to analyze Article 13 in order to make recommendations for possible changes in the next round of bargaining.

ARTICLE 14 - PEER ASSISTANCE AND REVIEW PROGRAM

- 14.1 The Governing Board of the New Haven Unified School District and the New Haven Teachers Association acknowledge the need to recognize teachers who exhibit exemplary skills in providing instruction to students. The Governing Board and the Teachers Association recognize the need to utilize these teachers' skills to provide leadership in curricular and instructional improvement. Further, the Governing Board and Teachers Association recognize the need to utilize outstanding teachers to assist veteran teachers in need of development in subject matter knowledge and/or teaching strategies.

All unit members participating in the PAR process will enjoy the protections of just cause and due process.

14.2 Peer Assistant and Review Panel

- 14.2.1 The PAR Panel shall consist of seven members, four of whom shall be NHTA bargaining unit members who are chosen to serve by the Association. The District shall appoint three administrators to the PAR Panel.

- 14.2.2 The PAR Panel shall establish its own meeting schedule. To meet, five (5) of the members of the PAR Panel must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the PAR Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits.

- 14.2.2.1 NHTA unit member Panel members shall receive a 0.5% annual stipend, pursuant to Article 13, section 13.1.

- 14.2.3 Action by the PAR Panel will be by majority vote, except in the case of approving additional compensation to PAR Coaches which will be by two thirds vote. Additional compensation will be at the PAR Coaches per diem rate of pay.

- 14.2.4 The PAR Panel shall be responsible for the following:

- 14.2.4.1 Establishing its own rules of procedure, including the method for the selection of a chairperson/s.

- 14.2.4.2 Selecting the pool of Consulting Teachers.

- 14.2.4.3 Selecting PAR Coaches from applicants.

- 14.2.4.4 Selecting training providers and implementing training for the PAR

Panel and PAR Coaches.

- 14.2.4.5 Adopting rules and procedures to effect the provisions of this article. Said rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- 14.2.4.6 Distributing at the beginning of each school year a copy of the adopted rules and procedures to all bargaining unit members and administrators.
- 14.2.4.7 Establishing a procedure for application as a Consulting Teacher, and PAR Coach.
- 14.2.4.8 Determining the number of PAR Coaches in any school year based upon participation in the PAR program.
- 14.2.4.9 Reviewing information in the verbal report from a PAR Coach.
- 14.2.4.10 Making recommendations to the Governing Board regarding the success of the PAR intervention that was employed. The PAR Panel will not make such recommendation until the Participating Teacher has had 10 days (after written notification has been given), to address the PAR Panel in response to the report. The timelines may be extended by consent of the PAR Panel and the Participating Teacher. Reports regarding voluntary Participating Teachers shall be on the general success of the program, not on the success of any given voluntary participant.
- 14.2.4.11 Assisting in solving any conflicts that may occur between those involved in the PAR program.
- 14.2.4.12 Evaluating annually the impact of the PAR program in order to improve it.
- 14.2.5 The PAR Panel will recommend individuals from the pool of consulting teachers to fill Consulting Teacher roles. The Superintendent will recommend individuals to the Board of Education from the PAR Panel recommendations. If the Superintendent does not recommend an individual for appointment, the reason will be provided in writing to the PAR Panel who may recommend additional individuals for appointment.
- 14.2.6 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, PAR Panel members and PAR Coaches may disclose such information only as necessary to administer this article.

14.2.7 The district will defend and indemnify Panel members against claims arising out of their good faith performance of duties under this article. Panel members who act pursuant to the program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 8.10) of Title I of the Government Code.

14.3 Consulting Teachers

14.3.1 A Consulting Teacher will demonstrate the following qualifications:

14.3.1.1 be a unit member with permanent status;

14.3.1.2 demonstrate recent classroom experience; and

14.3.1.3 demonstrate exemplary teaching ability.

14.3.2 Consulting Teacher candidates will submit applications according to a timeline established by the PAR Panel.

14.3.3 The duties of the Consulting Teacher will be to provide assistance to new and experienced teachers and trainees. S/he shall not participate in the evaluation of teachers.

14.3.4 Prior to final assignment, Consulting Teachers will be given a description of the proposed assignment, and the opportunity to accept or decline the assignment.

14.3.5 The duration of the Consulting Teacher designation will be three years during which designated Consulting Teachers will be eligible for appointment to consulting teacher assignments.

14.3.6 Consulting Teachers' stipends will be proportional to their assignment unless determined otherwise by the majority of the PAR Panel.

14.3.7 Consulting Teachers' stipends may be prorated only when non-programmatic reasons such as extended health absences prevent the consulting teacher from completing the designated one year period.

14.3.8 Consulting Teachers may reapply at the end of their term. The PAR Panel may develop a modified reapplication process for experienced Consulting Teachers.

14.3.8.1 Positions designated as being less than 100% shall be compensated proportionately.

14.3.9 Consulting Teachers' stipends shall be as defined in Article 13.

- 14.3.10 Distribution of all Consulting Teacher Program funds for payment of stipends and administrative costs will be contingent upon the district receiving adequate funding from the State annually to cover all costs. However, the district is responsible for payment of stipends up until unit members are notified by the district of termination of the program.
- 14.3.11 If a Consulting Teacher is assigned work beyond that which is expected as a result of receiving a Consulting Teacher stipend, the PAR Panel may approve additional compensation.
- 14.3.12 Each Consulting Teacher will submit a yearly written report describing activities that fulfilled his/her responsibilities.

14.4 PAR Coaches

- 14.4.1 A PAR Coach is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the PAR Coach shall be set forth in the Rules and Procedures, provided that a candidate shall:
 - 14.4.1.1 Be a credentialed teacher with permanent status.
 - 14.4.1.2 Have substantial recent experience in classroom instruction.
 - 14.4.1.3 Have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies.
- 14.4.2 In applying for a position of PAR Coach, each applicant is required to submit a reference from a unit member with permanent status.
- 14.4.3 PAR Coaches shall be selected by a majority vote of the PAR Panel and shall only be assigned to work with one participating teacher at a time.
- 14.4.4 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The PAR Coach shall continue all rights of bargaining unit members.
- 14.4.5 PAR Coaches needing to commit time beyond that which is expected as a result of their receiving a stipend as a PAR Coach for working with a participating teacher, may have additional compensation authorized by the PAR Panel.
- 14.4.6 Upon completion of his/her service as a full or part time released PAR Coach, s/he shall be returned to his/her previous assignment, or at his/her request, transferred in accordance with Article 8 the Agreement.
- 14.4.7 Each PAR Coach shall meet with the Participating Teacher to discuss the PAR

Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.

14.4.8 Within budgetary limits established by the PAR Panel, PAR Coaches will have access to Professional Development programs or other programs that would assist the progress of the Participating Teacher, (be they voluntary, or involuntary). This Professional Development may come from within the district or outside sources.

14.4.9 The PAR Coach shall monitor the progress of the Participating Teacher and shall provide periodic verbal reports to the Participating Teacher for discussion and review.

14.4.10 Reports created by the PAR Coach will be of a non-evaluative nature. PAR coaches will give only verbal reports to the PAR Panel on the success of the PAR interventions.

14.4.11 The District will defend and indemnify PAR Coaches against claims arising out of their good faith performance of duties under this Article. PAR Coaches who act pursuant to the program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 8.10) of Title I of the Government Code.

14.5 Participating Teachers

14.5.1 A Participating Teacher is a teacher with permanent status who, as a result of an overall unsatisfactory final evaluation, receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his/her teaching performance.

14.5.2 A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program. The Volunteer Participating Teacher may terminate his/her participation in the PAR Program at any time.

14.5.3 A Participating Teacher may select his/her PAR Coach from the pool of PAR Coaches.

14.5.4 All communication between the PAR Coach and a Participating Teacher shall be confidential and, without the written consent of the Participating Teacher, shall not be shared with others, including the site principal, the evaluator or the PAR Panel.

14.5.5 The participating Teacher has the right to be represented throughout these procedures by the Association Representative of his/her choice.

14.6 Role of the Evaluator

- 14.6.1 The formal evaluation process must be carefully articulated with the PAR process to maximize the intended goals of both processes. The site administrator designated as the evaluator for an individual who is in the PAR process will meet with the PAR Coach to clarify for the PAR Coach the concerns expressed in the evaluation. This will occur prior to the planning conference.
 - 14.6.2 At the discretion of the teacher in the PAR process, the PAR Coach may be invited to participate in the planning conference. The evaluator and the PAR Coach will determine a plan for the frequency of observations by the administrator so that the formal evaluation process does not interfere with but complements the PAR process.
 - 14.6.3 Site administrators and evaluators will assume their responsibilities for the evaluation process in a manner that is sensitive to the PAR process.
- 14.7 Expectations for Consulting Teachers
- 14.7.1 The role of Consulting Teacher will be compensated with a stipend as indicated in Article 13. The expectation for additional time outside the work day for the role of Consulting Teacher will be approximately 125 hours per year or a proportion equal to the assignment.
- 14.8 Training
- 14.8.1 Training for PAR Coaches will take place on release time or will be compensated at the participant's per diem rate of pay. Time put in for training will not be counted towards the time that is expected of Consulting Teachers beyond the work day.

ARTICLE 15 - ORGANIZATIONAL SECURITY

- 15.1 NHTA shall have the sole and exclusive right to have membership dues or service fees deducted from the wages of unit members.
- 15.2 Any unit member who is a member of NHTA, or who has applied for membership, shall be provided by the District an assignment authorizing deduction of unified membership dues and general assessments of the Association. Such authorization shall continue in effect from year to year unless revoked in writing within 30 days of the termination of this contract. Pursuant to such authorization, the District shall deduct such dues from the unit member's regular salary check. The District shall deduct one-tenth of such dues from the unit member's regular salary warrant each month for ten (10) months or an amount prorated for partial year employees.
- 15.3 For the duration of this agreement, subject to the provisions of paragraph 15.4, all unit members shall either join the Association or pay to the Association dues in an amount not

to exceed the unified membership dues and general assessments required for Association membership.

15.3.1 Any unit member who is required to pay Association dues under this provision shall, each school year, pay the dues directly to the Association in one lump sum within thirty (30) days after the first working day of the school year or within thirty (30) days following his/her date of first paid service, whichever is later. Alternatively, the Association dues shall be deducted as provided herein, pursuant to Education Code Section 45060.

15.3.2 As to any unit member who is required to pay Association dues under this provision and who does not pay the dues directly to the Association as provided above, the District shall deduct the dues from the unit member's regular salary check. Within thirty (30) days after the receipt of an Association membership form, the District shall begin deduction of the Association dues as required under this provision. The Association shall calculate the monthly deduction based on the number of payroll periods remaining through June of the school year and notify the District prior to the first deduction of the dues. The District shall deduct the Association dues from the unit member's regular salary check, pursuant to monthly deductions, through June of the school year.

15.4 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, except that such unit members shall pay, in lieu of Association dues, sums equal to such dues to one of the non-religious, non-labor organization, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code designated by the New Haven Teachers Association and the New Haven Unified School District.

15.4.1 A written statement of membership in a religious body whose traditional tenets and teachings object to joining or financially supporting employee organizations, shall be made on an annual basis to the District as a condition of continued exemption from the Association dues obligation. Proof of in-lieu payments shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the Association dues has been made. Such proof shall be provided to the District on or before October 15 of each school year or within thirty (30) days following the employee's date of first paid service, whichever is later. The Association shall have the right to inspect such proof of payment.

15.4.2 Any unit member making in-lieu payments and who requests that the Association use the grievance or arbitration provisions of this Agreement on his/her behalf shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

15.5 With respect to all sums deducted by the District for membership dues or general

assessments, the District shall provide to the Association an alphabetical list, FTE, and location of assignment of unit members for whom such deductions have been made. The Association and District agrees to furnish any information needed to fulfill the provisions of this Article.

- 15.6 The Association and not the District shall be responsible for requiring unit members to fulfill their obligations under paragraphs 15.1, 15.2, 15.3, and 15.4 of this Article. The Association shall notify the District of any unit member who has elected to pay the Association directly, as stipulated in 15.3.1. Association dues shall be deducted by the District in accordance with the provisions of paragraph 15.3 and Education Code Section 45060.
- 15.7 The Association agrees to pay to the District any legal fees and legal costs incurred in defending against any court action or administrative proceeding challenging the constitutionality or legality or enforceability of any provision of this Article 15 or their implementation and to indemnify and hold harmless the District and its Board members, officers, agents, employers, individually and collectively, from and against any and all damages or liability resulting from such litigation by way of judgment or settlement. So long as the Association is not in default of its obligations to pay legal fees and legal costs and to indemnify, the Association shall have the right to decide and determine whether any such action or proceeding referred to in this paragraph 15.7 shall or shall not be compromised, resisted, defended, tried, or appealed.
- 15.8 The District duty under this article shall be to deduct Association dues in accordance with the provisions of paragraph 15.3 and Education Code Section 45060, and to transmit to the Association amounts actually deducted by the District for unified membership dues (15.2 and 15.3), and general assessments of the Association (15.2). However, the District shall not be liable to the Association for sums the Association contends the District is or was required to deduct but failed to deduct, from a unit member's salary check.

ARTICLE 16 - ORGANIZATIONAL RIGHTS

- 16.1 The Board authorizes the Association to use the District's facilities and buildings at times other than normal working hours and hours of student instruction provided that District procedures for use of facilities have been followed.
- 16.2 The Association agrees to leave facilities, building, and/or equipment used in a clean and orderly condition and to pay for all costs attendant to each use.
- 16.3 The Association shall have the right to transact official business on district property with unit members before and after school hours and during lunch periods provided that this shall not interfere with or interrupt any normal operations of the schools. The site administrator shall be apprised of any official meeting prior to its commencement.
- 16.4 Designated representatives of the Association not assigned to the site shall have access to unit members on school property before and after school hours and during lunch periods. These representatives shall report to the site administrator before visiting a unit member on

school premises.

- 16.5 The Association shall have the right to post notices of activities and matters of Association concern on the Association bulletin board. The Association bulletin board shall be provided by the Association at each site.
- 16.6 The Association shall have the right to use the school and other district facility mailboxes, email systems, and the district mail service for communicating with its members.
- 16.7 At the time of original distribution, copies of all communications for general distribution by the Association through the district mail by placement in unit member mailboxes or by posting on bulletin boards shall also be sent to the supervisor of the facility where distributed and to the Superintendent.
- 16.8 Only unit members who are members of the Association shall have the right to have employee organization membership dues deducted from their pay warrants.
- 16.9 The first and last Wednesday afternoons and evenings of each month shall be reserved for the Association business. No meetings or workshops which extend more than ten (10) minutes beyond the end of the latest scheduled workday shall be scheduled by the district or any school in the district on those days.
- 16.10 The Association shall select unit member representatives to joint committees. Joint committees are committees established through the bargaining process by the District and NHTA.

ARTICLE 17 - DISTRICT RIGHTS

- 17.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers is the right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the type and level of services to be provided and the method and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and type of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue and contract out work under the Education and Government Codes. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate and discipline employees.
- 17.2 The exercise of the District's rights, authority, duties and responsibilities; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE 18 - OTHER PROVISIONS

- 18.1 By November 1, for the first semester, and March 1, for the second semester, the District will provide NHTA with a list of teachers employed as temporary, as well as a list of employees whose positions are being filled.
- 18.2 Unit members who have been employed as temporary teachers the previous year with satisfactory evaluations, shall receive consideration for reemployment and first priority in accordance with Education Code Section 44918 when the district fills vacant positions.
- 18.3 Probationary Teachers - The District and the Association will establish policies which recognize potential needs for training, assistance, and evaluation to assist probationary teachers' progress toward permanent status. Probationary teachers shall be granted all rights provided by applicable Education Code and existing laws.
- 18.4 If a unit member is adversely affected by an administrator's alleged failure to follow District policy or practice and remedy cannot be sought under the terms of this agreement, the member may seek remedy through the District complaint procedure contained in District Policy #4114 which shall be provided annually to unit members in the Faculty Guide.
- 18.5 Before new curriculum, including new IEP (Individualized Educational Plan) models, is implemented, bargaining unit members will be trained on how to implement them.

ARTICLE 19 - SAVINGS

- 19.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall be deleted from the Agreement. All other provisions will continue in full force and effect.
- 19.2 Should a provision or application be deemed invalid, as described in 19.1 above, the Board shall reinstitute any benefit reduced or eliminated to the extent allowable under law.

ARTICLE 20 - SITE BASED DECISION MAKING

- 20.1 The New Haven Unified School District and the New Haven Teachers Association are committed to giving classroom teachers and other non-management certificated employees increased responsibility in improving the educational process and allocating resources for instructional purposes at both the district and site levels.
- 20.2 A District level site based decision-making steering committee shall be established within 30 days after the beginning of the school year.
 - 20.2.1 The Steering Committee membership shall consist of five NHTA representatives and five management representatives. By mutual consent of the committee, representatives of other groups may be added.

- 20.2.2 The Steering Committee shall be co-chaired by the Superintendent or designee and the NHTA President or designee.
- 20.2.3 The Steering Committee shall have the following functions and responsibilities:
- (1) monitor, review and evaluate school site projects and provide assistance when necessary;
 - (2) share information with the sites;
 - (3) receive training on site based decision-making; and
 - (4) develop training programs and select trainers for site based decision-making.
- 20.2.4 Unit members serving on the Steering Committee will receive release time to attend meetings. If meetings occur outside the work day, meeting time shall count toward the 40 additional duty hours.
- 20.3 Each site will decide by a vote of 2/3 of the site 's unit members if it wants to participate in site based decision-making. Site participation will continue until a site votes not to participate. If a 2/3 vote is not forthcoming, the resources at that site will be allocated by management after consultation with staff members.
- 20.3.1 Each site will select a team which will receive Steering Committee approved training upon request. Annually, the site team will develop a school site project agreement which must be ratified by a 2/3 vote of the unit members at that site.
- 20.3.2 The site team will consist of at least 50% unit members. A site may submit a plan for an alternative team structure to the Steering Committee for final approval, provided it has been approved by 2/3 of the unit members at that site.
- 20.3.3 All site meetings are open meetings with posted agendas and minutes.
- 20.3.4 Site team decisions shall be made by consensus.
- 20.3.5 Unit members serving on the site team shall receive released time or the hourly rate of pay for team meetings and training.
- 20.3.6 A unit member assigned to more than one site shall have a vote at each of his/her work sites.
- 20.4 Site teams shall have joint chairpersons: the site principal and a faculty representative of NHTA. Each site choosing to participate in site based decision-making will participate in site based decision-making training upon request. Upon completion of training, each site will develop a school site based decision-making plan for approval by the Steering Committee.

20.4.1 The site teams shall consider all points of view and shall solicit the advice and counsel of parent organizations, employee groups and all other interested parties.

The site teams may execute one or more of the following functions and responsibilities.

20.4.1.1 Selecting curricular areas for improvement.

20.4.1.2 Tailoring and coordinating curriculum and instruction across grade levels and with departments at the school site.

20.4.1.3 Establishing pupil discipline policies and school wide safety practices and procedures.

20.4.1.4 Designing and conducting staff development programs.

20.4.1.5 Scheduling students and recommending staff assignments in support of an agreed-upon curriculum.

20.4.1.6 School-wide problem solving and program development.

20.4.1.7 Developing an educational grant system that would pay additional money for the unit member's educational project.

20.4.1.8 Determining the use of collaboration time.

20.4.1.9 Allocating the site instructional budget, operating fund, and any ongoing one-time monies.

20.5 Site decision-making is an innovative process. Site teams may consider proposals that are in conflict with collective bargaining agreements, school board policy or regulation or law. Waivers may be achieved through the process approved by the New Haven Unified School District and the New Haven Teachers Association.

20.6 The District shall include the SBDM guide to each school site in order to instruct the SBDM process.

ARTICLE 21 - JUST CAUSE/SUSPENSION

21.1 The suspension procedures in this Section are adopted pursuant to Government code section 3543.2. These procedures exclusively govern unit member suspension without pay up to fifteen days. Nothing herein shall be construed to deny to the District the rights and procedures prescribed by law to impose other forms of discipline on unit members.

21.2 Unit members may be suspended only for just cause and for conduct which has occurred within twenty-four (24) months of the notice of suspension.

- 21.3 Except in cases of egregious conduct by a unit member, before a unit member is recommended for suspension, s/he shall have been apprised of her/his performance deficiencies by each of the following methods: one verbal warning, one written warning, and one letter of reprimand. A unit member may grieve an oral or written warning or letter of reprimand through Level II of the grievance procedure, Article 5.
- 21.4 The length of the suspension shall relate to the severity of the action and suspension history of the unit member.
- 21.5 When recommending a unit member for suspension, the District shall provide to the unit member a statement of charges describing the reason for the recommendation, and the recommended length of suspension. Upon the request of the unit member, the District shall also provide a copy of the statement of charges to the Association President. The unit member shall be given the opportunity for a conference with the District administrator recommending suspension.
- 21.6 The unit member may request a hearing to contest the recommended suspension by requesting the Association to initiate binding arbitration. The Association must notify the District of its intent to proceed to arbitration within 10 work days of the unit member's receipt of the statement of charges. The provisions in Article 5, Grievance, Level III, arbitration, shall apply.
- 21.7 At the hearing, the unit member may raise procedural violations of this Article among other defenses.
- 21.8 All information and proceedings under this Article shall be confidential except as required or provided for by law.
- 21.9 This Article does not apply to or impose conditions for the dismissal of unit members or the non-reelection of probationary and temporary unit members. This Article also does not apply to the issuance of notices of unsatisfactory performance and unprofessional conduct under the Education code.
- 21.10 Other than as provided for herein, this Article is not subject to the grievance procedure.

ARTICLE 22 - PERSONAL AND ACADEMIC FREEDOM

- 22.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and consistent with the adopted courses of study and District policies and regulations, appropriate to the age and maturity of the pupil(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint, which might interfere with unit members' obligation to perform their teaching functions.

- 22.1.1 A unit member shall have reasonable freedom in classroom presentation and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.
- 22.1.2 In performing teaching functions, unit members shall have reasonable freedom to express their opinion on all matters relevant to the course content in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate pupils with his/her own personal, political and or religious views.
- 22.2 Unit members will not be subject to discrimination or harassment regarding their personal opinions or their scholarly, literary or artistic endeavors.
- 22.3 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary actions unless it prevents the unit member from performing his/her duties satisfactorily.
- 22.4 A unit member shall be entitled to full rights of citizenship, and no religious, political or personal activities, or lack thereof, of any unit members shall be used for purposes of evaluation, transfer, disciplinary or dismissal action.

ARTICLE 23 – COMPLAINTS

23.1 Definitions

23.1.1 Informal Complaint – Any negative information regarding a unit member’s performance or conduct that is communicated either verbally or by email to a site or district-level administrator.

23.1.2 Formal Complaint - Any negative information regarding a unit member’s performance or conduct that is communicated in writing, signed by the complainant and shared with a site or district-level administrator.

23.2 General Philosophy

23.2.1 Both the District and NHTA agree that every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.

23.2.2 Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law, Board policy, and administrative regulation.

23.3 Informal Complaints

23.3.1 If the content of the informal complaint warrants informing the affected unit member,

the administrator shall notify the unit member within five (5) working days.

- 23.3.2 Unit members have five (5) working days after receiving an informal complaint to respond to the complainant(s). Affected unit members may request the support of an administrator in scheduling a meeting if necessary.
- 23.3.3 Should the complainant or the unit member communicate that the resolution of the informal complaint was satisfactory, the site/District will consider the informal complaint resolved. No copies of any documents related to the satisfactory resolution of an informal complaint will be entered into the employee's personnel file except in accordance with section 23.3.5.
- 23.3.4 If the complainant or affected unit member is unwilling or unable to resolve the complaint through the Informal Complaint procedure, the complainant will be informed of his/her ability to submit a Formal Complaint.
- 23.3.5 Even though a complaint is resolved satisfactorily at the informal level, the District retains the right to discipline the unit member based upon the Discipline article between the parties, the Board Policy and state law.

23.4 Formal Complaints

- 23.4.1 Although not obligated to do so, complainants shall be encouraged to go through the Informal Complaint Process, as described above, before submitting a Formal Complaint.
- 23.4.2 An administrator must investigate and verify the accuracy of negative information provided about a bargaining unit member before such information is acted upon by the District and/or placed in the personnel file of the bargaining unit member.
- 23.4.3 A complaint must be given to the unit member within five (5) working days from the time an administrator learns of the complaint. The site administrator at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint (BP#C-1312.1). Any document(s) related to an administrator's investigation is not considered part of the original complaint. In the course of the investigation, the administrator may deem it necessary to keep some information confidential, in which case the administrator shall notify the unit member in writing regarding their decision and rationale.
- 23.4.4 Unit members have ten (10) working days after receiving a complaint to request a meeting with the complainant(s). A timely meeting will be organized by the appropriate administrator.
- 23.4.5 If the complainant(s) refuse(s) to attend the meeting, the administrator will attach to the original complaint an addendum noting the refusal.
- 23.4.6 If any complaint or allegation of inappropriate behavior is denied by the unit

member, then no written report shall be issued until a complete investigation takes place. If an administrator accepts as true the uncorroborated testimony of a person over the denial of a unit member and attaches to the complaint a judgment indicating deficient or inappropriate behavior/activity on the part of the unit member, the administrator will include in the complaint the reasons on which s/he based his/her judgment.

23.4.7 Complaints shall not be placed in the unit member's personnel file except in accordance with sections 4.95, 23.4.3 and 23.4.5. If after investigation, the Superintendent or his/her designee determines that a complaint is not justified, it shall not be placed in a unit member's personnel file or used in the evaluation process.

23.4.8 If a unit member is adversely affected by an administrator's alleged failure to follow District policy or practice and remedy cannot be sought under the terms of this agreement, the member may seek remedy through the District complaint procedure contained in District Policy #4114 which shall be provided annually to unit members in the Faculty Guide.

ARTICLE 24 – NON-DISCRIMINATION

24.1 The District and the Association are aware and acknowledge that it is unlawful to discriminate because of actual or perceived race, color, ancestry, national origin, ethnic group identification, religion, gender, gender identity, gender expression, sex, sexual orientation, age, physical or mental disability, marital or parental status, political affiliation, membership or non-membership in an employee organization, participation in the activities or an employee organization, union affiliation, or exercise of the rights contained in this Agreement; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

24.2 The District and the Association recognize the harmful effects of bullying on employee morale, performance and security and desires to provide safe school environments that protect staff from physical and emotional harm.

24.3 No staff member shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other school personnel or student.

ARTICLE 25 – CONTRACT WAIVER PROVISION

25.1 Contract Waivers: In order to be responsive to employee-driven innovative educational techniques and approaches, the parties agree to adopt the following procedure for waiving specific provisions of this contract.

25.1.1 A waiver automatically expires on July 1 of that year. Members may reapply on a yearly basis.

- 25.1.2 No individual teacher may waive his/her rights under the contract without prior approval of the New Haven Teachers Association.
- 25.1.3 If individuals or groups of individuals develop an innovative approach for improving the instructional program which necessitates a change in the contract, they must:
- 25.1.3.1 Identify the specific provisions of the contract to be waived.
 - 25.1.3.2 Submit replacement language, which will be in effect in place of the waived language.
 - 25.1.3.3 List all unit members (and positions) who would be affected by the change.
 - 25.1.3.4 Reach consensus at seventy percent (70%) agreement by secret ballot vote among all of the members listed in 25.1.3.3 that the change is agreed to.
 - 25.1.3.5 Submit waiver request to both parties, the District and the Association for final approval. The Chief Personnel Officer/Assistant Superintendent for Personnel and the Association President, after approval by the NHTA Executive Board and the Superintendent, will sign contract waivers.

ARTICLE 26 - COMPLETION OF AGREEMENT AND TERM OF AGREEMENT

- 26.1 This Agreement shall remain in full force and effect from July 1, 2014 up to and including June 30, 2017. Thereafter, this Agreement shall continue in effect year to year unless one of the parties notifies the other in writing no later than February 1 of its request to modify, amend, or terminate specific sections of this Agreement.
- 26.2 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. The parties shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not said subject is covered by this Agreement, except as provided in this Agreement.

CONTRACT SIGNATURES

NHTA

Signature: **X** *Paul Stickland* Date: *August 11, 2015*

Paul Stickland, Teacher

New Haven Teachers Association

Bargaining Chair

District

Signature: **X** *Derek McNamara* Date: *August 11, 2015*

Derek McNamara, Chief Personnel Officer

New Haven Unified School District

Bargaining Chair

**Letter of Agreement
Regarding the Implementation of
Full-Day Kindergarten**

- A. The Parties agree that all elementary schools in NHUSD will move to full day kindergarten when the LCFF Kinder class size plan is implemented at 24-1.

- B. The Parties further agree that the following working conditions for Kindergarten teachers in NHUSD:
 - 1. Each Kindergarten teacher will have the same number of minutes of prep as all other elementary teachers and the prep classes will be age appropriate and delivered in the afternoon.
 - 2. In consultation with the site principal, sites will develop an appropriate lunch schedule for students in full day Kindergarten classes.
 - 3. Kindergarten teachers will be provided two days of extended work year before the implementation year of that site.
 - 4. The Kindergarten teachers will balance classes (academically and behaviorally) by the end of the third week of September.

- C. The parties strongly encourage the school sites to:
 - 1. Use categorical funds to provide each full day Kindergarten teacher with at least 40 minutes of paraprofessional support per day.
 - 2. Allow half-day Kindergarten instruction during August and September in the morning (am) to allow for assessments in the afternoon (pm), except Kinder SDC.
 - 3. Provide additional Lunch Duty Supervision and extra recess supervision for students.
 - 4. Provide each site with a Kindergarten appropriate play yard large enough for all students to play.
 - 5. Provide adequate teaching materials and equal storage space for Kindergarten teachers and students.
 - 6. Provide a lavatory in each Kindergarten room whenever possible.

This agreement is subject to the terms and conditions described above and does not obligate the District to further considerations. Both parties agree that nothing in this agreement shall be construed for any purposes as an admission of any violation or misinterpretation of the current collective bargaining agreement. At the conclusion of the 2016-17 school year, Full Day Kinder (FDK) language will be imported into the main body of the contract.

Letter of Agreement Regarding Collaboration

1. Collaboration will be defined as educators sharing expertise and perspectives on teaching and learning processes, examining student data, and developing a sense of mutual support and shared responsibility for effective instruction. The site's instructional focus will align with the District goals and be developed by site and teacher leaders with open involvement from staff.
2. This time will not be used as a faculty meeting.
3. To allow for collaboration time beyond the normal instructional day, school sites may utilize the SBDM and waiver processes to modify the instructional week.
4. When it is mutually agreeable to both site administration and the staff, trainings may occur during collaboration time.
5. Collaboration will be data driven aligned with a site's instructional focus and based on the four Essential Questions of a Professional Learning Community:
 - a. What is it we expect all students to learn?
 - b. How will we know when they've learned it?
 - c. How will we respond when they don't learn it?
 - d. How will we respond when they already know it?
6. Each collaboration team will establish SMARTe (*Specific, Measurable, Attainable, Relevant and Timely for everyone*) goals based on data and aligned with the site's instructional focus and will develop a system to assess progress toward those goals.
7. The bell schedule at James Logan High School will be altered to accommodate a voluntary, weekly collaboration time of at least one hour. The 2014-15 Logan bell schedule will remain in place going forward and can only be altered through the SBDM or District Waiver process. Contractual hours per week and instructional minutes will remain in effect per current contract language.
8. The bell schedule at Alvarado Middle School and Cesar Chavez Middle School may be altered through the District waiver process to accommodate weekly collaboration time. Contractual hours per week and instructional minutes will remain in effect per current contract language.
9. This collaboration model will be in effect for the duration of this contract.

NEW HAVEN UNIFIED SCHOOL DISTRICT 2014-2015 CALENDAR SCHOOL YEAR

JULY					22
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NOVEMBER					14
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DECEMBER					19
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HOLIDAYS

July 3	4th of July Observance
September 1	Labor Day
November 11	Veterans Day
November 24	Board Holiday
November 25	Board Holiday
November 26	Board Holiday
November 27	Thanksgiving Day
November 28	Board Holiday
December 24	Board Holiday
December 25	Christmas Day
December 31	Board Holiday
January 1	Board Holiday/New Year
January 19	MLK Jr. Day
February 16	Presidents' Day
May 25	Memorial Day

August 25	First Teacher Day
August 27	First Student Day
June 10	Last Student Day
June 11	Last Teacher Day
Nov 24-28	Thanksgiving-Schools Closed
Dec 22 - Jan 2	Winter Recess'-Schools Closed
April 6 - 10	Spring Recess-Schools closed
K-5 Nov. 10; 6-12 Jan. 16	Non-Student Days

New Haven Unified School District
34200 Alvarado Niles Road
Union City, CA 94587
510.471.1100

	Holiday
	Summer 4 day work weeks/Offices Closed on Friday

December 29 and 30 are mandatory vacation days for 12 month employees
For 12 month Employees, December 26 is a non-work day.

NEW HAVEN UNIFIED SCHOOL DISTRICT 2015-2016 CALENDAR YEAR ROUND WORK YEAR

JULY					22
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HOLIDAYS

July 6	4th of July Observance
September 7	Labor Day
November 11	Veterans Day
November 23	Board Holiday
November 24	Board Holiday
November 25	Board Holiday
November 26	Thanksgiving Day
November 27	Board Holiday
December 24	Board Holiday
December 25	Christmas Day
December 31	Board Holiday
January 1	Board Holiday/New Year
January 18	MLK Jr. Day
February 15	Presidents' Day
May 30	Memorial Day

August 24	First Teacher Day
August 26	First Student Day
June 8	Last Student Day
June 9	Last Teacher Day
Nov 23-27	Thanksgiving-Schools Closed
Dec 21 - Jan 1	Winter Recess'-Schools Closed
Apr 4 - 8	Spring Recess-Schools closed
K-5 Nov. 10; 6-12 Jan. 15	Non-Student Days

New Haven Unified School District
34200 Alvarado Niles Road
Union City, CA 94587
510.471.1100

December 29 and 30 are mandatory vacation days for 12 month employees
For 12 month Employees, December 23 and 28 are non-work days.

NEW HAVEN UNIFIED SCHOOL DISTRICT 2016 - 2017 CALENDAR YEAR ROUND WORKYEAR

JULY					19
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HOLIDAYS

July 4	4th of July
September 5	Labor Day
November 11	Veterans Day
November 21	Board Holiday
November 22	Board Holiday
November 23	Board Holiday
November 24	Thanksgiving Day
November 25	Board Holiday
December 26	Board Holiday/Christmas
December 27	Board Holiday
December 30	Board Holiday
January 2	Board Holiday/New Year
January 16	MLK Jr. Day
February 20	Presidents' Day
May 29	Memorial Day

August 22	First Teacher Day
August 24	First Student Day
June 8	Last Student Day
June 9	Last Teacher Day
Nov. 21-25	Thanksgiving - Schools Closed
Dec. 19 - Jan. 2	Winter Recess-Schools closed
April 3 - 7	Spring Recess-Schools closed
Nov 14 K-5; Jan 13 6-12	Non-Student Days

New Haven Unified School District
34200 Alvarado Niles Road
Union City, CA 94587
510.471.1100

December 28 and 29 are mandatory vacation days for 12 month employees

Appendix II

The *Certificated Guide to Evaluation*, necessary forms and instruments will be posted on-line for the duration of this contract to allow the Evaluation Task Force (NHTA and the District) to continue work on significant language changes and necessary document alterations for final recommendation during the next round of bargaining.

NHAA/NHTA RETIREMENT TRUST

Certificated/Management



AGREEMENT AND DECLARATION OF TRUST ESTABLISHING THE NEW HAVEN RETIRED EMPLOYEE HEALTH AND WELFARE BENEFIT FUND

Effective August 1, 1988

(Revised April 2001)
(Revised March 2012)

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**AGREEMENT AND DECLARATION OF TRUST
ESTABLISHING THE
NEW HAVEN RETIRED EMPLOYEE
HEALTH AND WELFARE BENEFIT FUND**

This Agreement and Declaration of Trust is made and entered into this 25th day of August, 1988, by and between the management/confidential and non-management certificated employee units (New Haven Administrators Association, New Haven Teachers Association/CTA/NEA, California non-profit corporations) hereinafter NHTA and NHAA and the New Haven Unified School District (hereinafter "District").

WITNESSETH

WHEREAS, the employees and the District desire to provide health and welfare benefits as defined in Section 3543.2 and 53200 of the Government Code for retired employees of the District, and

WHEREAS, to effectuate such purpose, it is desired to establish a trust as hereinafter set forth;

WHEREAS, said plan for health and welfare benefits and trust is a governmental plan established by a school district of the State of California and, with a few exceptions, is generally exempt from the Employee Retirement Income Security Act of 1974, as amended (hereinafter "ERISA");

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter provided the parties hereto agree as follows:

ARTICLE I - DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern in this Trust Agreement.

Section 1 - The term "Employee" means all persons included in the employee units as described in the Agreements between the District, NHTA, and/or NHAA. Persons retired from employment with the District shall also be included in the term "Employee."

Section 2 - The term "Agreement" means the agreement entered into by NHTA and/or NHAA and the District and any extensions, amendments, modifications or renewals of the agreements, or any successor agreements which provide for participation in this Fund.

Section 3 - The term "Trust Agreement" means this Agreement and Declaration of Trust and any amendments or modifications thereto.

Section 4 - The term "Fund" means the trust fund created and established by this Trust Agreement and the assets of the Fund.

Section 5 - The term "Plan" or "Health and Welfare Plan" means the benefits provided by this Fund pursuant to the terms of the Agreement.

Section 6 - The term “Corporate Co-Trustee” means the Corporate Co-Trustee appointed for the purpose specified in this Trust Agreement.

Section 7 - The term “ERISA” means the Employee Retirement Income Security Act of 1974, as amended and related laws, including the Multiemployer Pension Plan Act of 1980; the Tax Equity and Fiscal Responsibility Act of 1984; the Retirement Equity Act of 1984; the Tax Reform Act of 1984; and any lawful regulations issued thereunder.

Section 8 - The term “Plan Year” means the period commencing on July 1 of each year and ending on the following June 30.

ARTICLE II - ESTABLISHMENT AND PURPOSE OF THE FUND

Section 1 - There is hereby created the New Haven Retired Employee Health and Welfare Benefit Fund, which shall consist of all contributions made into the Fund by the District and all interest, income and other returns thereon of any kind whatsoever, together with all property assets of the Fund.

Section 2 - The purpose of the Fund, and the Plan established pursuant to this Trust Agreement, is to provide retired Employees with health and welfare benefits as defined in Section 3543.2 and 53200 of the Government Code and as set forth in the Agreement. The Fund has been established and will be maintained for the sole and exclusive benefit of the Employees.

Section 3 - The Fund shall have its principal office at Union City, California. The Board of Directors shall have the power to move the principal office of the Fund to other locations.

Section 4 - The Fund is formed for the sole purpose of distributing the Employees the corpus or income of the Fund accumulated in accordance with the terms of the Plan and Trust Agreement. Neither the District, NHTA, nor NHAA, nor any Employee, nor any other person shall have any right, title or interest in the Fund other than as specifically provided in this Trust Agreement, and no part of the Fund shall revert to the District, NHTA, or NHAA unless in case of a fiscal crisis or emergency as determined by the Board of Directors of the Trust. Neither the Fund nor any contributions to the Fund shall be, in any manner, liable for or subject to the debts, contracts or liabilities of the District, NHTA, NHAA, or any Employee. No part of the Fund, nor any benefits payable in accordance with the Health and Welfare Plan, shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person.

- (a) In the event of a fiscal crisis, the Directors are entrusted with the authority to transfer funds from the Trust to the District’s general fund reserve for contingencies, provided a repayment plan is approved by the Board of Directors at the time the transfer is approved. This redeposit of funds and any interest or increased yearly contributions to the Fund will enhance the long-term solvency of the Trust. The repayment to the Trust will be done at the end of each fiscal year during the month of June or a schedule that will not jeopardize the ability for the Trust to meet its obligation to Trust members.

Section 5 - Neither the District nor any officer, agent or employee of the District shall be under liability to the Fund or Health and Welfare Plan, except to the extent that contributions are required to be made to the Fund, or to the extent of an individual may incur liability as a Director as hereinafter provided. The liability of the District to the Fund, or the Health and Welfare Plan, shall be limited to the payments required by the Agreement. The District shall not be required to make any further payments or contributions to the cost of the operation of the Fund or of the Health and Welfare Plan, except as may be hereafter provided by agreement with the Association.

Section 6 - Neither the District, NHTA, NHAA, nor any employee shall be liable or responsible for any debts, liabilities or obligations of the Fund or the Directors.

ARTICLE III - CONTRIBUTIONS TO THE FUND

Section 1 - Contributions to the Fund shall be paid directly to a Corporate Co-Trustee which includes the trust department of a bank, a trust company or other corporation authorized to conduct a trust business, as may be designated by the Board of Directors. Such Corporate Co-Trustee shall be qualified and doing business in the State of California and subject to the supervision of the Superintendent of Banks or the Controller of the Currency of the State of California, or a bank, which is a member of a Federal Reserve Bank, as designated by the Board of Directors.

Section 2 - Contributions to the Fund shall be due and payable on August 1st of each plan year based on the District's projected assignment of Employees. Contributions to the Fund shall also be due and payable on November 1st. of each plan year as is necessary to make adjustments based on the District's actual employment of Employees.

Section 3 - Each contribution to the Fund shall be made promptly and in any event on or before the 5th day of the calendar month in which it becomes payable, on which date said contribution, if not then paid in full, shall be delinquent. The parties recognize and acknowledge that the regular and prompt payment of District contributions to the Fund is essential to the maintenance and effectiveness of the Health and Welfare Plan and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Fund and to the Health and Welfare Plan which would result from the failure of the District to pay such contributions in full within the time above provided. Therefore, if the Fund Directors or Corporate Co-Trustee has not received payment by the fifth day of the calendar month in which the payment is due, the Board of Directors or Corporate Co-Trustee shall send a certified return receipt requested letter to the chief business officer of the District requesting payment immediately. If the payment is not received by the fifteenth day of the calendar month in which it is due, the District shall pay in addition to the amount due, interest at the rate the District is receiving on deposits with the County Treasurer. If the payment is not received by the end of the thirtieth calendar day after said payment is due and payable, starting the thirty-first day the District shall pay interest at the average rate the trust fund is receiving on its deposits.

Section 4 - By August 1 of each plan year, the District shall prepare and bill the Trust for the cost of insurance for retirees qualifying for the benefit. The Trust shall transfer to the District said payment within thirty days. If said payment is not delivered within thirty days, it shall accrue interest at the rate being paid by the County Treasurer for funds on deposit with the County.

Section 5 - Prior to September 1 of each plan year, the District shall submit to the Fund Trustees a reconciliation of the amount paid to the District versus the amount expended on insurance for retirees for the previous fiscal year. The reconciliation shall be accompanied by a draft for any overpayment or a bill, due and payable within thirty days, for underpayment.

Section 6 - All benefits provided by the Fund shall be financed entirely by contributions from the District and earnings thereon, which are set forth in the Agreements entered into by NHTA and/or NHAA and the District. District contributions for all Employees, as established in these Agreements, shall be uniform and non-discriminatory.

Section 7 - Each contribution by the District shall be made promptly to the Corporate Co-Trustee or custodian designated by the Board of Directors. District contributions shall be accompanied by completed contribution reports or forms designated by the Board of Directors if such contribution reports or forms are required by the Board of Directors.

ARTICLE IV - EMPLOYEES

Section 1 - The Plan and medical benefits under the Fund are applicable to all Employees employed by the District on or

later than June 1, 1986. Employees who have retired before June 1, 1986 shall not be eligible for medical benefits from the Fund.

- (a) Anyone who retires on or before June 30, 2009 will be eligible for lifetime benefit.
- (b) Anyone who retires after June 30, 2009 will be eligible for GAP coverage (Coverage up to 65 when they qualify for Medicare).

Section 2 - An Employee who has retired and terminated employment from the District shall be entitled to receive payment for medical benefits if the Employee:

- (a) Has been employed by the District for a minimum of ten school years in total.
- (b) Has fulfilled the requirements to qualify for a retirement benefit under the State Teachers Retirement System or the Public Employees Retirement System.

Section 3 - The Fund shall provide \$100.00 (One Hundred Dollars) per month for each eligible Employee in payment for medical benefits unless the Board of Directors determine that it is actuarially sound to increase the benefit or actuarially necessary to decrease the benefit. The benefit shall continue for the life of the Employee and shall not be transferred or assigned to any other individual.

Section 4 - For the purpose of this Article, “medical benefits” payable from the Fund shall mean the following expenses for health coverage of an Employee and his or her spouse or domestic partner, for which the Employee, spouse or domestic partner is personally responsible and for which he or she is not otherwise entitled to reimbursement:

- (a) Premiums for coverage under a medical plan made available by the District to retired Employees;
- (b) Premiums for coverage under any other comprehensive medical plan that has been approved by the applicable state insurance department or other administrative agency; and
- (c) Premiums for coverage under Part B of Medicare to the extent that the eligible Employee is personally responsible and is not otherwise reimbursed for payment of those premiums.

Section 5 - Payments for medical coverage shall be paid directly to the provider of medical coverage for an eligible Employee, or an Employee’s spouse or domestic partner. Alternatively, the Fund may directly reimburse an eligible Employee for expenses for medical benefits if the Employee provides documentation satisfactory to the Board of Directors: (i) establishing that the Employee or the Employee’s spouse or domestic partner actually incurred the expenses for medical coverage which was in force at the time the expense was incurred; and (ii) specifying the nature and amount of the expense.

Section 6 - For Employees employed in the NHAA Management/Confidential Unit prior to July 1, 1986, all service in the District shall be counted toward the 10 year requirement. For Employees first employed on or after July 1, 1986, only service in the NHTA Certificated Non-Management Unit or the NHAA Management/Confidential Unit shall count toward the 10 year requirement.

Section 7 - For the purpose of this Article:

- (a) “Spouse” is the person to whom an Employee is legally married at the time medical benefits are provided.
- (b) “Domestic partner” is the person with whom an unmarried Employee has an exclusive and close personal relationship that is intended to be permanent, with whom the Employee shares a primary residence and joint responsibility for each other’s welfare and financial obligations, and with whom the Employee has registered the partnership (if such registration is available in the Employee’s jurisdiction of residence). The Trustees may

establish such procedures and request such information as they deem necessary to establish an Employee's domestic partnership status.

ARTICLE V - BOARD OF DIRECTORS

Section 1 - The Fund shall be administered by a Board of Directors which shall consist of six (6) Directors. Three (3) Directors shall be appointed by the District and shall hereafter be called "District Directors." Two (2) Directors shall be appointed by NHTA and one (1) Director shall be appointed by NHAA hereinafter called "NHTA and NHAA Directors."

Section 2 - The District Directors shall be designated in writing by the District.

Section 3 - The NHTA Directors shall be designated in writing by NHTA.

Section 4 - The NHAA Director shall be designated in writing by NHAA.

Section 5 - The Directors so designated shall sign this Trust Agreement, or a counterpart thereof, and such signature shall constitute their acceptance of the office and agreement to act under and be subject to all terms and conditions of this Trust Agreement.

Section 6 - The Directors shall select one (1) of their number to act as Chairperson of the Board of Directors and one (1) to act as Co-Chairperson, to serve for a term of two (2) years or such other period as the Directors shall determine.

Section 7 - Each Director shall serve until death, resignation, removal from office or until a successor is designated as provided in this Trust Agreement.

Section 8 - A Director may resign at any time by serving written notice of such resignation, at least thirty (30) days prior to the date on which such resignation is to become effective, upon the Chairperson and Co-Chairperson of the Board of Directors, and upon NHTA, NHAA, and the District.

Section 9 - Any Director may be removed from the office at any time for any reason by an instrument in writing signed by the appropriate organization appointing said Director and served on the Director concerned, the Chairperson and Co-Chairperson of the Board of Directors, the District, NHTA, and NHAA.

Section 10 - If any Director dies, resigns or is removed from office, a successor Director shall be appointed forthwith by an instrument in writing signed by the appropriate organization appointing said Director and delivered to the Chairperson and Co-Chairperson of the Board of Directors.

Section 11 - Any Director who resigns or is removed from office shall forthwith turn over to the Chairperson or the Co-Chairperson of the Board of Directors at the principal office of the Fund any and all records, books, documents, monies and other properties which belong to the Fund or which were received by such Director in his or her capacity as such Director.

Section 12 - No vacancy or vacancies in the offices of the Directors shall impair the power of the remaining Directors acting in the manner herein provided to administer this Fund.

Section 13 - The Directors shall not be compensated for their services by the Fund, but Directors shall be reimbursed by the Fund for all reasonable and actual expenses incurred in connection with the performance of their official duties as Directors, as authorized by the Board of Directors.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 - The Board of Directors shall have the power to administer the Fund and to administer and maintain the Health and Welfare Plan.

Section 2 - The Board of Directors shall enter into an agreement with a Corporate Co-Trustee for the purpose of receiving, holding and disbursing the assets of the Fund.

Section 3 - The Board of Directors shall have power to demand and enforce the prompt payment of contributions to the Fund and delinquent payments and interest as provided in Section 3 of Article III. If the District defaults in the making of such contributions or payments and the Board of Directors files any suit or claim with respect thereto, the Board of Directors and/or Fund shall be entitled to recover reasonable attorneys' fees, court costs and all other reasonable expenses for the collection action if it is adjudged to be the prevailing party.

Section 4 - The Board of Directors shall have the power and authority to use and apply the Fund for the following purposes:

- (a) To pay or provide for the payment of all reasonable and necessary expenses (I) of collecting the district contributions and payments and other monies and property to which they may be entitled to and (ii) of administering affairs of this Fund, including the employment of such administrative, legal, expert and clerical assistance, the purchase or lease of such premises, materials, supplies and equipment and the performance of such other acts as the Directors, in their sole discretion, find necessary or appropriate in the performance of their duties.
- (b) To provide health and welfare benefits for retirees in accordance with the terms of the Agreement.
- (c) To establish and accumulate such reserve funds as the Board of Directors, in its sole discretion, deems necessary and desirable for the proper operation of the Fund herein created.
- (c) To pay all other proper and necessary expenses incurred by any Directors not specified above, including the cost of defense in litigation out of the Directorship of this Fund, to the extent permitted by law.
- (d) To pay or provide for the payment of premiums on the contracts of policies of insurance or fees on service provider agreements, which contracts or policies of insurance shall be contracted for in the name of and issued to the Board of Directors, or to the Trust Fund, as the Board of Directors may determine.
- (e) To compromise, settle, or release claims or demands in favor of or against the Fund on such terms and conditions as the Board of Directors may deem desirable; provided, however, that this clause shall not excuse any violation of the Trust Agreement.
- (f) To adopt rules and regulations for the administration of the Fund or the Plan which are not inconsistent with the terms and intent of the Trust Agreement and such Plan.

Section 5 - Other powers of the Board of Directors shall include the following:

- (a) The Board of Directors shall have the power and authority, in its sole discretion, to invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as they may from time to time determine, in such investments as are legal investments under applicable law. The Board of Directors may sell, exchange or otherwise dispose of such investments at any time and from time to time. The Board of Directors shall also have power and authority (in addition to, and not in limitation of, common law and statutory authority) to invest in any stocks, bonds or other property, real or personal, including improved or unimproved real estate and equity

interests in real estate, where such an investment appears to the Board of Directors, in its discretion and consistent with its fiduciary obligations, to be in the best interests of the Employees judged by then prevailing business conditions and standards. The Board of Directors shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by it as Directors, to exercise all such rights, power and privileges as might be lawfully exercised by any persons owning similar stocks, bonds or other property in their own right.

- (b) The Board of Directors is authorized, in its discretion, by resolution, to allocate to a committee such duties and responsibilities to invest and reinvest such Fund assets as it shall specify in such allocation.
- (c) The Board of Directors shall have the power and authority to appoint one or more investment managers who shall be responsible for the management, acquisition, disposition, investing and reinvesting of such of the assets of the Fund as the Board of Directors shall specify. Any such appointment may be terminated for any reason at any time by the Board upon written notice. The fees of such investment manager, to the extent permitted by law, shall be paid out of the Fund.
- (d) In connection with any allocation or delegation of investment functions under paragraphs (b) and (c) of this Section 5, the Board of Directors shall, from time to time, adopt appropriate investment policies or guidelines.

Section 6 - The Board of Directors may, by resolution or bylaw or by provisions of this Trust Agreement, allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board of Directors, and it may delegate such responsibilities and duties to other individuals as it may deem appropriate or necessary in its sole discretion.

Section 7 - The Board of Directors may employ or contract for the services of an individual, firm or corporation, to be known as the "Fund Manager," who shall, under the direction of the Board of Directors or under the direction of any appropriate committee of the Board of Directors, administer the office or offices of the Fund and of the Board of Directors, coordinate and administer the accounting, bookkeeping and clerical services, provide for the coordination of actuarial services furnished by the consulting actuary, prepare (in cooperation, where appropriate, with the consulting actuary and independent auditor) all reports and other documents to be prepared, filed or disseminated by or on behalf of the Fund in accordance with law, assist in the collection of contributions required to be paid to the Fund by the District and perform such other duties and furnish such other services as may be assigned, delegated or directed or as may be contracted by or on behalf of the Board of Directors. The Fund Manager shall be the custodian on behalf of the Board of Directors of all documents and other records of the Board of Directors of the Fund.

Section 8 - The Directors and such employees of the Fund who handle the monies of the Fund shall be bonded in such amounts as the Board of Directors deems reasonable, and such bonds shall be in compliance with any applicable state law. The cost of such bonds shall be paid for by the Fund. The Board of Directors shall, from time to time, review the amounts of such bonds and require such adjustments in their amounts as are appropriate.

Section 9 - The Directors may in their discretion obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund or agents of the Directors and of the Trust Fund while engaged in business and related activities for and on behalf of the Trust Fund (1) with respect to liability as a result of acts, errors or omissions of such Director or Directors, employees or agents, respective, and (2) with respect to injuries received or property damage suffered by them. The cost of the premiums for such policies of insurance shall be paid out of the Trust Fund.

Section 10 - All checks, drafts, vouchers or other withdrawals of money from the Fund shall be authorized in writing or countersigned by at least two (2) Directors, one representing the District and one representing NHTA and NHAA who shall be jointly designated in writing by NHTA and NHAA.

Section 11 - The books of account and records of the Board of Directors, including the books of account and records pertaining to the Fund, shall be audited at least once a year by a qualified certified public accountant to be selected by the

Board of Directors. The Board of Directors shall also make all other reports required by law. A statement of the results of the annual audit shall be available for inspection by interested persons at the principal office of the Fund and at such other suitable places as the Board of Directors may designate from time to time. Copies of such statements shall be delivered to NHTA, NHAA the District and each Director within thirty (30) days after the statement is prepared.

Section 12 - The Board of Directors shall be entitled, at any time, to have judicial settlement of its accounts and to seek judicial protection by any action or proceeding it determines necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction of this Trust Agreement or for instructions as to any action thereunder and, further, as to any question relating to the discharge of its duties and obligations under, or in connection with the administration of this Fund and as to the distribution of assets belonging to the Fund. Any such determination, decision or judgment shall be binding upon all parties to, or claiming under, this Trust Agreement.

Section 13 - The Board of Directors shall maintain or have maintained suitable and adequate records of and for the administration of the Fund and the Plan. The Board of Directors may require the District, any Employee or any other beneficiary under the Plan to submit to it any information, data, report or document reasonably relevant to and suitable for the purpose of such administration. The parties agree that they will use their best efforts to secure compliance with any reasonable request of the Board of Directors for any such information, data, report or documents. Upon request in writing from the Board of Directors, the District will permit a certificated public accountant selected by the Board of Directors to enter upon the premises of the District during business hours, at reasonable time or times, and to examine any copy such public books, records, papers or reports of such District as may be necessary to determine whether the District is making full and prompt payment of all sums required to be paid by it to the Fund.

ARTICLE VII - PROCEDURE OF BOARD OF DIRECTORS

Section 1 - The Board of Directors shall hold at least one meeting each plan year and may hold other meetings according to the terms of Section 1 of Article VII. The Board of Directors shall determine the time and place for the annual meeting and any other meeting of the Board of Directors. Either the Chairperson or the Co-Chairperson, or any two members of the Board of Directors may call a special meeting of the Board of Directors by giving written notice to all Directors of the time and place of such meeting at least seven (7) calendar days before the date set for the meeting. Any such notice of special meeting shall be sufficient if sent by ordinary mail or by wire addressed to the Director at the address of such Director as shown in the records of the Board of Directors. Any meeting at which all Directors are present, or concerning which all Directors have waived notice in writing, shall be valid meeting without the giving of any notice.

Section 2 - The Board of Directors shall appoint a Secretary and additional assistants, if necessary, who shall keep minutes or records of all meetings, proceedings and acts of the Board of Directors.

Section 3 - A quorum shall consist of two (2) District Directors, one (1) NHTA Director, and one (1) NHAA Director.

Section 4 - The Board of Directors shall not take any action or make any decisions on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Trust Agreement except upon the vote of each group of the Directors at a meeting of the Board of Directors duly and regularly called or except by the signed concurrence of all Directors without a meeting, as provided in Section 7 of this Article VII.

Section 5 - The NHTA and NHAA Directors collectively shall have one (1) vote upon all questions at all meetings of the Board of Directors. The District Directors shall have one (1) vote upon all questions at all meetings of the Board of Directors.

- (a) The vote of the Directors shall be determined by a majority of the NHTA/NHAA Directors present at any meeting, and the vote of the District Directors shall be determined by a majority of the District Directors present at any meeting. In the event that either the NHTA/NHAA Directors present or the District Directors present cannot determine their respective collection vote among themselves by the required majority decision, then the

question at issue shall remain in status quo until the undecided group of Directors can cast the single, collective vote as set forth above and the question at issue shall be again presented at the next subsequent meeting of the Board of Directors. If, at such next meeting, the particular group of Directors shall remain unable to decide how to cast its single collective vote and remains so until the meeting is adjourned, then, immediately prior to the adjournment of such meeting, the vote of the undecided group shall be deemed automatically cast in opposition to the vote of the group of Directors which has cast its single, collective vote so as to thereby cause a deadlock vote among the Directors which shall be resolved in accordance with Article VIII of the Trust Agreement.

Section 6 - Meetings of the Board of Directors shall be held at a place approved by the Board of Directors. Unless such place is designed by previous motion of the Board of Directors, meetings shall be held at the principal office of the Fund.

Section 7 - Upon any matter which may properly come before the Board of Directors, the Board of Directors may act without a meeting provided such action has the written concurrence of all the Directors.

ARTICLE VIII - GENERAL PROVISIONS APPLICABLE TO DIRECTORS

Section 1 - Every instrument executed by the Board of Directors or at its direction shall conclusively establish the following facts in favor of every person who relies on it, namely that (1) at the time of the delivery of the instrument, this Trust Agreement was in full force and effect; (2) the instrument was executed in accordance with the terms and conditions of this Trust Agreement; and (3) the Board of Directors was duly authorized to execute the instrument or direct its execution.

Section 2 - The duties, responsibilities, liabilities and disabilities of any Director under this Trust Agreement shall be determined solely by the express provisions of this Trust Agreement, and no further duties, responsibilities, liabilities or disabilities, shall be implied or imposed.

Section 3 - The Directors, to the extent permitted by applicable law, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram or other paper or document believed by them to be genuine and to contain a true statement of facts and to be signed by the proper person. Any Director, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been signed by a majority of the Directors as conclusive evidence of the fact that a majority of the Directors have taken the action stated to have been taken in such instrument.

Section 4 - Neither the District, NHTA nor NHAA Directors, nor any other Directors shall be liable or responsible for the validity of this Trust Agreement or the Health and Welfare Plan.

Section 5 - Neither the District, NHTA nor NHAA shall be liable in any respect for any of the obligations, acts or omissions of the Directors, or any of them, because such Directors are in any way associated with the District, NHTA or NHAA.

Section 6 - Each fiduciary under the Plan and this Trust shall be solely responsible for his or her own acts or omissions. No fiduciary shall have any liability for another fiduciary's breach of fiduciary responsibility with respect to the Plan and Trust unless he or she participates knowingly in the breach, has actual knowledge of the breach, and fails to take reasonable remedial action to remedy it, or through negligence in performing his or her own specific fiduciary responsibilities that give rise to his or her fiduciary status, he or she has enabled the other fiduciary to commit a breach of the latter's fiduciary responsibility.

Section 7 - The name of the Fund may be used to designate the Directors collectively, and all instruments may be executed by the Board of Directors in such name, which instruments shall be signed by the two (2) Directors who are authorized to sign various documents and instruments under Section 10 of Article VI.

Section 8 - In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made under this Trust Agreement or the Plan, the Board of Directors may withhold such payment until there shall have been made an adjudication of such question or dispute which, in the sole judgment of the Board of Directors, is satisfactory to it, or until the Board of Directors shall have been fully protected against loss by means of such indemnification agreement or bond as the Board of Directors, in its sole judgment, determines to be adequate.

ARTICLE IX - *ARBITRATION*

Section 1 - In the event that the Directors deadlock or fail to take action on any matter arising in connection with the administration of the Fund or the Plan, the Directors shall, within ten (10) days after written request is served upon the Chairperson or Co-Chairperson by any Director, agree upon a neutral person to serve as an arbitrator to decide the dispute. The decision of the arbitrator shall be final and binding upon the Directors, the parties, the Employees and beneficiaries of this Trust Agreement and the Plan. In making his or her decision, the arbitrator shall be bound by the provisions of this Trust Agreement, the Plan and the Agreement and shall have no authority to alter or amend the terms of any thereof; provided, however, that the arbitrator shall have the authority to decide any dispute involving an amendment or modification of the Plan. The decision of the arbitrator shall be rendered in writing.

Section 2 - If no agreement on who shall be arbitrator is reached within the ten (10) day period set forth in Section 1 of this Article IX, or within such further time as the Directors may allow for such purposes by mutual agreement, an arbitrator shall be chosen from a list of five (5) arbitrators from the American Arbitration Association or comparable group. The District and the NHTA/NHAA Directors shall each alternatively strike one (1) name until four (4) names have been eliminated, and the person whose name remains shall be the arbitrator.

Section 3 - In the event the Directors are unable to agree on an arbitrator within a reasonable time, either the District or NHTA/NHAA Directors may petition the appropriate Superior Court for the State of California for appointment of an arbitrator, as provided in California Code of Civil Procedure, Section 1281.1 et seq.

Section 4 - The reasonable expenses of any such arbitration, including any necessary court proceedings to secure the appointment of an arbitrator or the enforcement of the arbitration award (excluding the fees and expenses of witnesses who are not employees of the district, called by the parties and the cost of any attorneys other than the Fund attorneys selected pursuant to Section 4 of Article VI), shall be a proper charge against the Fund. No expenses shall be deemed reasonable under this section unless and until approved by the Board of Directors.

Section 5 - No matter in connection with the interpretation or enforcement of the Agreement shall be subject to arbitration under this article. No matter which is subject to arbitration under this article shall be subject to the grievance procedure or any other arbitration procedure provided in the Agreement.

ARTICLE X - *GENERAL PROVISIONS*

Section 1 - The rights and duties of all parties, including the District, NHTA, NHAA, the Employees and the Directors, shall be governed by the provisions of this Trust Agreement and the Plan.

Section 2 - No employee or other beneficiary shall have any right or claim to benefits under the Plan except as specified in the policy or policies, or contract or contracts procured or entered into pursuant to Section 5 Article VI, or under the plan of benefits adopted under a self-insured program. The Directors shall establish and maintain a reasonable claims procedure except that to the extent to which benefits are provided or administered by an insurance company, or other similar organization, which is subject to regulation under the insurance laws of one or more states, any dispute as to eligibility, type, amount or duration of benefit shall be resolved by the appropriate insurance carrier or other organization under and pursuant to the policy or contract, and the employee or other beneficiary shall have no right or claim with respect thereto against the Fund or any of the Directors. Neither the District, NHTA, NHAA, nor any of the Directors shall be liable for the failure or omission for any reason to pay any benefits under the Plan.

Section 3 - Any notice required to be given under the terms of this Trust Agreement shall be deemed to have been duly served or delivered personally to the person to be notified in writing, or if mailed in a sealed envelope, postage prepaid, to such person at the last known address as shown in the records of the Fund, or if sent by wire to such person at said last known address.

Section 4 - This Trust Agreement shall be binding upon and inure to the benefit of the District, NHTA, NHAA and the Directors, and of their respective heirs, executors, administrators, successors and assigns.

Section 5 - All questions pertaining to this Trust Agreement, the Fund, or the Plan and their validity, administration and construction shall be determined in accordance with the laws of the State of California and with any pertinent laws of the United States.

Section 6 - If any provision of this Trust Agreement, the Plan, the rules and regulations made pursuant thereto, or any step in the administration of the Fund or the Plan is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Trust Agreement, the plan or the mode of administration rules and regulations, unless such illegality or invalidity prevents, or in substantial degree unfavorably affects, accomplishment of the objectives and purposes of this Trust Agreement or the Plan. In the event of any such occurrence, the parties will immediately commence negotiations or attempt to remedy any such defect.

Section 7 - Except to the extent necessary for the proper administration of the Fund or the Plan, all books, records, papers, reports, documents, or other information obtained with respect to the Fund or the Plan shall be confidential and shall not be made public or used for any other purpose than the information of an action by the Board of Directors. Nothing in this section shall prohibit the preparation and publication of statistical data and summary reports with respect to the operations of the Fund and the Plan.

Section 8 - This Trust Agreement may be executed in a number of counterparts, each of which shall have the force and effect of an original, and no more than one counterpart need be signed by any part thereto; provided however, that each of said counterparts shall be filed in the principal office of the Fund.

Section 9 - Claims for benefits under the Plan may be filed with the Fund Manager or designee of the Board of Directors on forms approved by the Board of Directors. Written notice of the disposition of a claim shall be furnished to the Employee within 90 days after the application form is filed. In the event the claim is denied, the reasons for the denial shall be specifically set forth in a notice in language calculated to be understood by the Employees, pertinent provisions of the Plan shall be cited, and, where appropriate, an explanation as to how the Employee can perfect the claim will be provided. In addition, the Employee shall be furnished with an explanation of the Plan's claims review procedure.

Section 10 - Any Employee who has been denied a claim for benefits under Section 9 of Article X, above, shall be entitled to request the Fund Manager or designee of the Board of Directors to give further consideration to his or her claim by filing an appeal with the Board of Directors. Such appeal, together with a written statement of the reasons why the Employee believes his or her claim should be allowed, shall be filed with the Board of Directors no later than 90 days after receipt of the written notification provided for in Section 9 of Article X, above. Any evidence or documentation to support the Employee's position should be submitted with this appeal. The Board of Directors will review the claim and appeal promptly. The Board of Directors will advise the Employee of its decision in writing, setting out specific reasons for the decision, with specific reference to pertinent Plan provisions on which the decision is based. This written decision will be sent to the Employee, at his or her last known address, not later than 60 days after receipt of the written appeal, unless special circumstances require an extension of time for processing the appeal or obtaining more information or conducting an investigation of the facts. If additional time is needed, a written decision will be sent no later than 120 days after receipt of the written appeal, provided that the Board of Directors has all the information necessary to make a determination of the appeal.

ARTICLE XI - DUAL ENTITLEMENTS

Section 1 - Notwithstanding any other provisions of this Trust, the following provisions shall apply in the case of a married couple in which one spouse is a covered Employee under this Trust, and the other spouse is either a covered Employee under this Trust or an employee of the District who is entitled to retiree health and welfare from the District under another trust fund, or pursuant to a contract with the District.

Section 2 - If each spouse is a covered Employee:

- (a) The District shall make the full annual required contribution for each spouse.
- (b) Upon retirement, each spouse shall be entitled to the full health benefit available to a covered retiree in accordance with Section 2(a) and (b) of Article IV, if at least one of the spouses maintained health coverage in accordance with Section 2© of Article IV at the time of his or her retirement.
- (c) Any portion of an individual spouse's benefit that is not required for his or her health coverage, shall, if required, be applied toward coverage of the other spouse.

Section 3 - If one spouse is a covered Employee and one spouse is entitled to retiree medical coverage under another trust fund sponsored by the District:

- (a) The District shall make the full annual required contribution to this Trust for the covered Employee spouse.
- (b) Upon retirement, the covered Employee spouse shall be entitled to the full health benefit available to him or her under this Trust in accordance with Section 2 of Article IV.
- (c) Any portion of the covered Employee spouse's benefit that is not required for his or her health coverage shall, if required, be transferred to the other trust fund and applied toward benefits for the spouse who is covered under that trust fund or paid directly to the insurer or other health coverage provider of the spouse who is covered under the other health plan.

Section 4 - If one spouse is a covered employee and one spouse is entitled to retiree medical coverage under a contract with the District:

- (a) The District shall make the full annual required contribution to this Trust for the covered Employee's spouse.
- (b) Upon retirement, the covered Employee's spouse shall be entitled to the full health benefit available to him or her under this Trust in accordance with Section 2 of Article IV.
- (c) Any portion of the covered Employee's spouse's benefit that is not required for his or her health coverage shall, if required, be paid directly to the insurer or other health coverage provider of the spouse who is covered under the other health plan.

ARTICLE XII - AMENDMENT, MERGER AND TERMINATION

Section 1 - The provisions of this Trust Agreement may be amended or modified from time to time by the District and the NHTA/NHAA Directors. Such amendment shall be accomplished by an instrument in writing executed by the District and the NHTA/NHAA Directors in accordance with Section 10 of Article VI.

Section 2 - The Board of Directors shall have the power to merge with any other fund established for similar purposes as this fund, under the terms and conditions mutually agreeable to the Board of Directors of the respective funds, subject to

the approval of the District, NHTA and NHAA.

Section 3 - The provisions of this Trust Agreement shall continue in effect until all of its purposes are accomplished unless this Trust Agreement is terminated by an instrument in writing executed by the District, NHTA and NHAA in accordance with Section 10 of Article VI.

Section 4 - If the Plan is terminated by an instrument in writing executed by the District, NHTA and NHAA, all assets of the Fund remaining after all expenses incurred in terminating or administering the Plan have been paid will be used for the benefit of Employees, regular and retired as set forth in Section 5 of this Article XI.

Section 5 - In the event of total termination, the rights of retired employees and regular Employees in their benefits accrued to the date of such termination, to the extent funded, shall become non-forfeitable notwithstanding any other provisions of the Plan. The assets then remaining in the Fund shall be allocated among the retired Employees and regular Employees in the following order:

(a) First Priority:

At the time of termination, benefits shall be allowed among the retired Employees who are receiving benefits from the Fund and the regular Employees who have been employed by the District for a minimum of ten years except that such allocation shall not discriminate in favor of employees enumerated in Section 401(a)(4) of the Internal Revenue Code in effect prior to the effective date of ERISA and is not in conflict with restrictions set forth in Section 1.401-4© of the regulations of the Department of Treasury as to compliance with the “termination rule” in effect prior to the effective date of ERISA. (See, Rev.Rul.69-421, Part 6.)

(b) Second Priority:

All other benefits, if any, shall be allocated among the regular Employees of the District who have not been employed for a minimum of ten years except that such allocation shall not discriminate in favor of employees enumerated in Section 401(a)(4) of the Internal Revenue Code in effect prior to the effective date of EISA and is not in conflict with restrictions set forth in Section 1.401-4(c) of the regulations of the Department of Treasury as to compliance with the “termination rule” in effect prior to the effective date of EISA. (See Rev.Rul.69-421, Part 6.)

EXECUTED as of the day and year first above written.

NEW HAVEN UNIFIED SCHOOL DISTRICT

By Jim O’Laughlin

NEW HAVEN TEACHERS ASSOCIATION

By Brian Fogel

NEW HAVEN ADMINISTRATORS ASSOCIATION

By Paul Schubert