

NHAA A G R E E M E N T

2008-2011

BY AND BETWEEN

SUPERINTENDENT

AND

NEW HAVEN ADMINISTRATORS ASSOCIATION

NHAA Representative

Tracie Noriega

District Representative

Derek McNamara



**Dr. Pat Jaurequi, Superintendent
Kevin Harper, Board President
Gertrude Gregorio, Clerk
Jonas Dino, Member
Gwen Estes, Member
Jenn Stringer, Member
Harris Mojadedi, Student Rep**

TABLE OF CONTENTS

Article 1 - General Terms of Agreement	3
Article 2 - Salary and Classification Review Committee	3
Article 3 - Salary	5
Article 4 - Fringe Benefits	7
Article 5 - Leaves	8
Article 6 - Retirement Option	11
Article 7 - Paid Medical Benefits at Retirement.....	11
Article 8 - Vandalism Coverage	12
Article 9 - Evaluation.....	12
Article 10 – Work Year.....	13
Article 11 – Section 125 Plan	14
Article 12 – Term of Agreement.....	14
Signatures.....	16
Appendix I - K-12 Instructional Calendar 2008-09, 2009-10 and 2010-11	
Appendix II - New Haven Retired Employees Benefit Plan and Trust	

It is understood that this document sets forth District policy as it relates to management employees with respect to the matters covered in this document. This is not a collective bargaining agreement or contract, and the District retains its right to take action to modify any provision in this document, so long as the modification is consistent with applicable law. However, the District's intent is to discuss any possible modifications with representatives of the management group.

ARTICLE 1 - GENERAL TERMS OF AGREEMENT

1.1 Recognition

- 1.1.1 The Superintendent of Schools shall confer with the NHAA as the representative of all district administrators, supervisors, and confidential employees employed by the NHUSD, with the exception of the contract employees.
- 1.1.2 Agreement concerning salaries, working conditions and fringe benefits will be made with the NHAA through the conferring process with policy changes approved by the Board of Education. Decisions regarding changes in management/confidential staffing and work year will be made after conferring with NHAA.
- 1.1.3 No agreement shall be entered into between the Superintendent and any management unit member which conflicts with any provision of this agreement.
- 1.1.4 NHAA meetings will be scheduled for the 3rd Wednesday of each month. No other meetings requiring the attendance of district management or confidential employees shall be scheduled to conflict with that meeting.
- 1.1.5 The NHAA Executive Board and Superintendent will consult on issues related to the management agreement or management unit. Consult sessions may be requested by either party. Reasonable effort will be made to schedule the consult in a timely manner.

ARTICLE 2 - SALARY AND CLASSIFICATION REVIEW COMMITTEE

2.1 Classification Review

- 2.1.1 The Salary and Classification Review Committee shall be selected by the New Haven Administrators Association; at least one member must be a classified management employee. The Committee shall be responsible for classification reviews. Any management team member may request in writing a review of classification by submitting a written rationale for the requested reclassification.

- 2.1.2 Any member requesting reclassification may request to appear before the NHAA Classification Review Committee and shall be given the opportunity to do so. The immediate supervisor will be notified and may provide comments to the Committee. The Committee will act in a timely manner on these requests.
 - 2.1.3 After review of written requests, oral presentations, and other pertinent data, the Review Committee shall prepare written recommendations which will be sent to the individual submitting the request, the Superintendent, and the President of NHAA.
 - 2.1.4 The Superintendent shall review the recommendations from the Committee and shall provide a written response which shall be sent to the Committee and the individual who initiated the request. If, as a result of the study, a classification is changed, all individuals in that classification shall be notified.
- 2.2 Professional Advancement Increments (PAI)
- 2.2.1 Professional advancement increments shall consist of 2 steps on the salary schedule.
 - 2.2.2 Management team members who have 10 years of management/confidential service in the district shall be reviewed for a Professional Advancement Increment. The increment shall be granted if the member's most recent evaluation has a summary rating of competent. After 14 years of such service, if the member meets the criteria above, a second PAI will be granted. After 20 years of service, if the member meets the criteria above, a 3rd PAI will be granted. After 26 years of service, if the member meets the criteria above, a 4th PAI will be granted. The following guidelines will be used to determine individuals meeting the 10, 14, 20 and 26 years service requirements.
 - 2.2.2.1 Any person with 10, 14, 20 or 26 years of actual management/confidential experience in the New Haven Unified School District shall be eligible.
 - 2.2.2.2 Individuals with New Haven Unified School District experience in non-management/confidential positions shall be allowed to count ½ of that experience up to a maximum of 5 years.
 - 2.2.2.3 Individuals with prior administrative experience before employment with New Haven Unified School District may count that prior experience after they have been in the New Haven

District for 10 years in a management/confidential position. This prior experience will be counted in the same manner as district non-management/confidential experience.

- 2.2.3 Only one (1) increment can be earned in a one year (1) period and no more than four (4) increments will be granted. Once received, increments shall not be rescinded while the individual remains in the position that he/she was in when the increment was received. If an individual changes positions, his/her current salary placement including PAI will be used to determine his/her new salary placement.
- 2.2.4 Personnel will notify those management/confidential employees who are eligible for consideration under section 2.2.2.
- 2.2.5 Professional Advancement Increments shall become effective on the individual's anniversary date.

ARTICLE 3 - SALARY

- 3.1 For 2008-09, 2009-10, 2010-11, Cost of Living Adjustment (“COLA”) shall be defined as the unrestricted, ongoing annual dollar increase to the District’s Base Revenue Limit per Average Daily Attendance that is attributable to the cost of living adjustment only to the Base Revenue Limit for that year. COLA shall not include deficit reduction or equalization aid, if any.
 - 3.1.1 For each year of the three-year agreement, and effective on July 1 of each year, the COLA percentage shall be applied to the prior year’s salary schedule pursuant to section 3.2. The increase to the salary schedule each year shall not total a percent amount greater than the COLA percentage each year.
 - 3.1.2 The amount to be added to the salary schedule each year shall first be allocated to the increased cost of health and welfare benefits under Section 3.2. The remaining balance, if any, shall be converted to a percentage of the salary schedule, and applied to the schedule, across-the-board. This percentage shall be calculated based on inclusion of all salary-driven costs (also known as statutory benefits), such as STRS contributions, Unemployment Insurance, Workers Compensation, and Medicare. The timing of the payment to unit members under this provision will be within thirty days after October 30 of each year or 45 days after passage of the State budget, whichever is later, retroactive to July 1 of that year.
 - 3.1.3 Should, in any year of this agreement, the State of California cause the District’s contribution to the State Teachers Retirement System (STRS) increase above the current rate of 8.25% of STRS applicable NHAA salaries

shall be reduced.

- 3.1.4 For each year of this three-year agreement, should any action by the State of California either through state legislative action or through the initiative process cause a mid-year reduction from the previously adopted state budget funding for K-12 education, at the request of the District, the parties agree to reopen negotiations on the salary article for the current year and any remaining years of the Agreement.
- 3.2 Application of the calculation to the salary schedule based on this agreement shall be as follows:
 - 3.2.1 The current amount added to the salary schedule for health and welfare benefits shall be taken off the salary schedule.
 - 3.2.2 The agreed upon percentage adjustment to the salary schedule shall then be applied to the schedule. The percentage shall be that percentage determined in calculating the district formula.
 - 3.2.3 The calculated cost for health and welfare will be the cost of health and welfare benefits equal to the cost of the Kaiser Family (2 or more) rate, with a \$10 co-pay for each office visit and a \$5/\$15 co-pay for prescription, and the Delta Dental rate for each year of the agreement.
 - 3.2.4 Salary schedules will be developed that reflect a 225-day work year and a less than 225-day work year.
- 3.3 The district will continue to maintain the 125 Plan so that medical and dental insurance may be purchased through the 125 Plan.
- 3.4 The district will automatically transfer out of salary to the 125 Plan the cost of dental insurance each month for all full time management employees, unless their spouse is already covered by the district plan.
- 3.5 Placement on the Salary Schedule
 - 3.5.1 When a district employee currently not on the management/confidential salary schedule is appointed to a management/confidential position, the following procedures will be used to determine the appropriate salary placement.
 - 3.5.2 For current certificated employees appointed to a management position after July 1, 2003, there will be a determination of a per diem salary by calculating their current per diem exclusive of any extra curricular compensation, additional work days beyond the normal work year, advanced degrees and

Mentor stipends. This per diem figure will be used to determine the appropriate placement on the management salary schedule. The placement on the management salary schedule shall be at the step which provides a per diem amount that is at least 3% above that of the non-management per diem as calculated above.

- 3.5.3 For classified employees - Their hourly rate will be calculated by dividing their total compensation for a year by the actual number of days worked per year excluding vacation and holidays, and dividing that by the number of hours in their work day.
- 3.5.4 The per diem for the management position will be based on the salary required to guarantee that, when it is divided by the annual work days and again by 8 (hours per day), the resulting hourly rate will be at least 3% above the hourly rate in the previous classified position.
- 3.5.5 For employees new to the district - They will be placed on the salary schedule based on a determination of equivalent prior experience. The goal will be to recognize prior equivalent experience and grant year for year credit or to ensure that the daily rate is not lower than the daily rate in the former position. In conjunction with the recruitment process for management employees, it is recognized that it is the district's policy to offer a potential employee a compensation package for the position being filled that provides the individual a salary increase over his/her current salary when coming to work for New Haven. The Superintendent, with the concurrence of the association, may offer to a potential management employee a salary placement up to the top step of the salary range for the position, including longevity increments if they are required in order to ensure that the candidate is compensated at a higher level than their current compensation when accepting a position with New Haven.

ARTICLE 4 - FRINGE BENEFITS

- 4.1 All health insurance provider contracts will require the inclusion of domestic partners or unit members and eligible dependents.
- 4.2 A \$150,000 life insurance policy will be made available to those management members who qualify for the program. Premiums for said policy will be fully paid by the district.
- 4.3 Eligible management employees shall receive an annual stipend of \$700 for a Masters degree, and \$750 for a Doctorate degree.
 - 4.3.1 Current management employees who had an advanced degree used to

determine their initial salary placement shall receive an additional stipend for any qualified advanced degree upon reaching the 5th step on the management salary schedule.

- 4.3.2 Management employees who receive an advanced degree after appointment to a management position or who possessed an advanced degree that was not used in the initial salary placement shall receive the advanced degree stipend upon verification by the district of the advanced degree. Stipends will be prorated from the time of submittal and approval by the District.
- 4.3.3 Management employees hired after July 1, 2003 will not have advanced degrees used in establishing salary placement and will receive the stipend for such degrees upon verification by the District.

ARTICLE 5 - LEAVES

5.1 Sick Leave

- 5.1.1. Each employee shall receive one day sick leave for every ten (10) workdays.
- 5.1.2. Unused sick leave may be accumulated without limit.
- 5.1.3 Accumulated sick leave will be credited towards STRS and PERS service credit upon retirement.
- 5.1.4 If there is a temporary reduction in work days during the term of this agreement there will not be a commensurate reduction in sick leave.

5.2 Additional Illness Leave

- 5.2.1 After a management/confidential employee has exhausted all accrued sick leave, he/she may receive additional illness leave.
- 5.2.2 Additional leave under this provision shall not exceed 100 days in any school year.
- 5.2.3 During additional leave under this provision, the employee shall receive the difference between his/her regular salary and the amount paid the substitute. If no substitute is used, the employee shall receive the difference between his/her regular salary and the amount which would have been paid a substitute had one been hired.
- 5.2.4 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.

5.3 Pregnancy Disability Leave

- 5.3.1 A sick leave of absence shall be granted a management/confidential employee for a disability caused by pregnancy as verified in writing by the employee's physician or certified medical advisor.
- 5.3.2 The pregnant employee may continue to work as long as her health will permit and she can safely and completely perform all of her required duties.
- 5.3.3 After initial written verification of temporary disability resulting from pregnancy, the employee shall be responsible for providing medical status reports as may be required by the district.

5.4 Child-Rearing Leave

- 5.4.1 The Board may provide a male or female management/confidential employee 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.
- 5.4.2 A management/confidential employee must request the leave at least four (4) weeks before the proposed commencement except in the case of adoption.
- 5.4.3 At least four (4) weeks prior to returning to work, the employee on leave must inform the Associate Superintendent for Personnel of intent to return.
- 5.4.4 Child-rearing leave must commence within ninety (90) district office workdays of the birth or adoption of the child.

5.5 Industrial Accident or Illness Leave

- 5.5.1 Management/confidential members shall be entitled to no more than sixty (60) days leave under this provision.
- 5.5.2 Leave allowable under this provision shall not be accumulated from year to year.
- 5.5.3 Leave under this provision shall commence on the first day of absence.
- 5.5.4 Total monthly reimbursement under this provision shall not exceed the total management/confidential employee's full salary, including his/her temporary disability and portion of monthly salary paid by the district.
- 5.5.5 Industrial accident or illness leave shall be reduced by one day for each day

of authorized absence of a temporary disability indemnity award.

- 5.5.6 When an industrial accident or illness leave overlaps into the next fiscal year, the management/confidential employee shall be entitled only to the amount of unused leave due him/her for the same illness or injury.
- 5.5.7 During any paid leave of absence under this provision, the management/confidential employee 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 employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- 5.5.8 The accident or illness must have arisen out of, and in the course of, the employment of the employee and must be accepted by the Alameda County self-insurance fund as a bona fide injury or illness arising out of, and in the course of, employment.

5.6 Personal Necessity Leave

- 5.6.1 Each management/confidential employee shall be entitled to use up to seven (7) days of his/her accumulated sick leave for personal necessity. In the event of serious or extended illness of children, spouse, or parents, or the need to attend a funeral, up to seven (7) additional days may be granted, upon written request, by the Superintendent.
- 5.6.2 Reporting the use of Personal Necessity Days will be the same as sick leave.
- 5.6.3 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 requirements shall only be exercised when, in the district's judgment, there is reason to believe personal necessity leave has been abused.

5.7 Bereavement Leave

- 5.7.1 Management/confidential employees shall be granted a maximum of three (3) paid days of leave, or five (5) paid days of leave if travel beyond a radius of 250 miles is required, in the event of the death of a member of the immediate family.
- 5.7.2 Member of immediate family as used in this section means: mother, father, grandmother, great-grandmother, grandfather, great-grandfather, spouse, 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 of the employee or of the spouse, or any other member of the immediate household or their relatives as described in 5.7.2.

5.7.3 For leave granted under this provision, no deductions shall be made from salary or sick leave.

5.7.4 Bereavement leave must be initiated within five (5) days of the death involved or within five (5) days of the funeral/memorial service.

5.8 Jury Duty - Court Witness Leave

5.8.1 A management/confidential employee shall be granted leave to appear for jury duty in the manner provided by law.

5.8.2 A management/confidential employee 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 employee.

5.8.3 A management/confidential employee shall receive his/her regular pay, less any amount received for jury duty, exclusive of allowed travel expense.

5.8.4 A management/confidential employee appearing in court as a litigant may use personal necessity leave.

5.8.5 Leave under this provision may not be used in cases involving district employer-employee relations.

ARTICLE 6 - RETIREMENT OPTION

6.1 The district, in providing for individuals to retire voluntarily, shall make retirement benefits available, consisting of consultancy contracts. The employee may participate in this plan at his/her option.

6.2 Eligibility

6.2.1 Employees who have been employed by the district in a management position for at least 3 years.

6.2.2 Attainment is determined by your eligibility for retirement with your retirement group.

- 6.2.3 The Board of Education retains final approval or disapproval of requests for this option.

ARTICLE 7 - PAID MEDICAL BENEFITS AT RETIREMENT

- 7.1 For each year of the agreement, the District shall contribute \$400 per FTE for the year to a trust fund to be used exclusively for the payment of medical coverage(s) held by management and confidential employees after retirement from the New Haven Unified School District.
- 7.2 Employees become eligible to receive this benefit only after retirement from the district after ten (10) years of service as a management or confidential employee. For employees employed on or before July 1, 1986, any service in the district will be counted toward the 10-year requirement. Service as an NHTA unit member will also be counted toward the 10-year requirement. Retired employees will be permitted to continue in any of the district group medical options. The district will provide for any administrative services needed to implement this program for a fee of \$25 per year for each retired person.
- 7.3 Paid medical benefits at retirement shall be provided in accordance with the Agreement and Declaration of Trust Establishing the New Haven Retired Employees Health and Welfare Benefit.

ARTICLE 8 - VANDALISM COVERAGE

- 8.1 The district agrees to reimburse the NHAA member's out of pocket expenses as a result of loss or damage to personal property, damage on school district property, or while in the performance of an individual's job in the amount not to exceed \$250.
- 8.2 Employees shall be reimbursed for actual out-of-pocket expenses not to exceed \$250.
- 8.3 Claims shall go to the Associate Superintendent for approval. If the Associate Superintendent denies the claim, the claimant may appeal to the NHAA Executive Committee who will make a recommendation to the Superintendent.

ARTICLE 9 - EVALUATION

- 9.1 Frequency
- 9.1.1 Management/confidential employees shall be evaluated annually until they have completed two years in the classification. After two years of satisfactory service, evaluations shall be held on a biannual basis. Supervisors may conduct yearly evaluations at their discretion.

9.2 Notification

9.2.1 Before a rating of Needs Improvement can be given, the employee must have received at least one written communication describing any concerns and the basis for those concerns along with recommendations for improvement. A copy of this communication must be placed in the appropriate evaluation file. Whenever such a communication is provided, there shall be a meeting between the employee and the individual expressing the concern for the purpose of discussing the problem and recommendations for improvement.

9.2.2 Before a rating of Not Meeting District Standards can be given, the employee must have been given two such written communications which are reasonably related to the period of the evaluation. Summary ratings of Not Meeting District Standards may be appealed to the Superintendent. The employee will be given the opportunity to attach a written response to all statements of concerns in the evaluation file.

9.3 Recommendations

9.3.1 Ratings of Needs Improvement or Not Meeting District Standards must be accompanied by recommendations for improvement.

9.4 Response

9.4.1 The management/confidential employee may respond to the evaluation in writing within ten (10) days and that response must become part of the personnel file.

9.5 NHAA will be consulted before any changes in the evaluation process are made.

ARTICLE 10 - WORK YEAR

10.1 The Superintendent shall annually establish the work year for each management/confidential employee no later than the second Board meeting in June and distributed to NHAA.

10.2 225 day management positions will be allowed to carry-over unpaid days at a rate not to exceed 10 days per year with a maximum total accumulated unpaid days carry-over not to exceed 50 days.

10.3 Employees may elect to use the accumulated days to extend the number of days off in any given fiscal year, subject to the approval of their supervisor.

- 10.4 Upon leaving the management/confidential unit, employees shall be compensated for any accumulated days at their current per diem rate.
- 10.5 If work year reductions are instituted as a result of financial considerations and subsequent funding becomes available to reinstate days, when programmatically feasible the initial restoration will be to positions which incurred the greatest reductions.
- 10.6 Management employees with a work year less than 225 days shall be permitted to exchange up to two (2) weekend days worked for up to two (2) scheduled work days within the same work year.
- 10.6.1 The exchange of weekend day worked with the scheduled work day must be approved by the Superintendent or designee.
- 10.6.2 Examples of weekend days worked that would be permissible for the exchange of scheduled work days included: supervision of a school group activity, band concert/show, color guard competition, athletic competition, participation in a parade or public event, or district or school sponsored event such as the Science Fair.
- 10.6.3 Exchange of work days are limited to full days or half days.
- 10.6.4 Employees who receive approval to exchange a schedule work days in advance of working an approved weekend day and do not work the planned weekend day will lose the equivalent per diem salary.
- 10.7 Established and assigned work days may, upon approval of the NHAA member's immediate supervisor, be substituted for other work days during the same school year. Such requests must be made in advance.

ARTICLE 11 - SECTION 125 PLAN

- 11.1 A section 125 plan shall be available to management/confidential employees.

ARTICLE 12 - TERM OF AGREEMENT

- 12.1 The term of this agreement shall be July 1, 2008 through June 30, 2011.

SIGNATURES

**New Haven Unified School District
Bargaining Chair**

By _____
Derek McNamara, Associate Superintendent

Date: _____ July 21, 2008

**New Haven Administrators Association
Bargaining Chair**

By _____
Tracie Noriega, NHAA President

Date: _____ July 21, 2008

Appendix #2

**NEW HAVEN RETIRED EMPLOYEES
BENEFIT PLAN AND TRUST
FOR CERTIFICATED AND
MANAGEMENT EMPLOYEES**

(AMENDED AND RESTATED EFFECTIVE JULY 1, 2001)

TABLE OF CONTENTS

ARTICLE I – DEFINITIONS1
ARTICLE II – PURPOSE OF THE PLAN AND TRUST2
ARTICLE III – DISTRICT CONTRIBUTIONS TO THE FUND3
ARTICLE IV – BENEFITS3
ARTICLE V – BOARD OF DIRECTORS5
ARTICLE VI – POWERS AND DUTIES OF THE BOARD OF DIRECTORS5
ARTICLE VII – PROCEDURE OF BOARD OF DIRECTORS8
ARTICLE VIII – GENERAL PROVISIONS APPLICABLE TO DIRECTORS8
ARTICLE IX – ARBITRATION9
ARTICLE X – GENERAL PROVISIONS10
ARTICLE XI – DUAL ENTITLEMENTS10
ARTICLE XII – AMENDMENT, MERGER AND TERMINATION12
EXECUTION AND SIGNATURES12

**NEW HAVEN RETIRED EMPLOYEES
BENEFIT PLAN AND TRUST
FOR CERTIFICATED AND MANAGEMENT EMPLOYEES**

(AMENDED AND RESTATED EFFECTIVE JULY 1, 2001)

The New Haven Teachers Association/CTA/NEA (“NHTA”), the New Haven Administrators Association (“NHAA”), and the New Haven Unified School District on August 25, 1988 adopted and established the New Haven Retired Employee Health and Welfare Benefit Fund (“Fund”) to provide health benefits to certain retired employees of the District who were members of the management/confidential and non-management certificated employee units. The parties hereby adopt this amendment and restatement of the Fund effective as of July 1, 2001, except as otherwise indicated, and change the name of the Fund to the “New Haven Retired Employees Health Benefit Plan and Trust for Certificated and Management Employees” (the “Plan”).

The Plan is intended to be a governmental plan that is exempt from the provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”).

ARTICLE I – DEFINITIONS

- 1.1** “Agreements” means the agreements between NHAA and NHTA and the District, and any extensions, amendments, modifications, or renewals of the agreements, or any successor agreements which provide for participation in this Plan.
- 1.2** “Benefits” means the health benefits paid to or on behalf of a Participant described in Article IV.
- 1.3** “Board” means the Board of Directors of the Plan, appointed under Article V.
- 1.4** “District” means the New Haven Unified School District.
- 1.5** “Director” means a member of the Board appointed pursuant to Section 5.1.
- 1.6** “Domestic Partner” means the person with whom, at the time Benefits are provided, 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 Board may establish such procedures and request such information as it deems necessary to establish an Employee’s domestic partnership status. For purposes of Article XI, “Domestic Partner” shall include the Employee.

- 1.7** “Employee” means each individual included in the employee units as described in the Agreement at the time of his or her Retirement.
- 1.8** “NHAA” means the New Haven Administrators Association.
- 1.9** “NHTA” means the New Haven Teachers Association/CTA/NEA.
- 1.10** “Participant” means an Employee who has satisfied the requirements in Section 4.2 to receive Benefits from the Plan.
- 1.11** “Plan” means the New Haven Retired Employees Health Benefit Plan and Trust for Certificated and Management Employees, as amended from time to time.
- 1.12** “Plan Year” means the period from July 1 to June 30.
- 1.13** “Retirement” means an Employee’s termination of employment with the District immediately following his or her application for benefits for which he or she is eligible under the California Public Employees Retirement System (“PERS”) or the California State Teachers Retirement System (“STRS”).
- 1.14** “Spouse” means the person to whom an Employee is legally married at the time Benefits are provided and, for purposes of Article XI, the Employee.
- 1.15** “Trust” means the trust fund created and established to hold the assets of the Plan.

ARTICLE II – PURPOSE OF THE PLAN AND TRUST

- 2.1** The Plan has been established for the sole purpose of providing Benefits to Participants and paying Plan expenses. Neither the District, NHAA, NHTA, nor any Employee, nor any other person shall have any right, title, or interest in the Plan or Trust other than as specifically provided in the Plan, and no part of the Trust shall revert to the District, NHAA or NHTA. The Plan shall not be liable for or subject to the debts, contracts, or liabilities of the District, NHAA, NHTA, or any Employee. No part of the Trust, nor any Benefits payable under the Plan, shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by any person.
- 2.2** Neither the District nor any officer, agent, or employee of the District shall be under any liability to the Plan, except to the extent that contributions are required to be made to the Plan, or to the extent an individual may incur liability as a Director. The liability of the District to the Plan shall be limited to the contributions required by the Agreement.

- 2.3** Neither the District, NHAA, NHTA, nor any employee shall be liable or responsible for any debts, liabilities, or obligations of the Plan or the Directors.

ARTICLE III – DISTRICT CONTRIBUTIONS TO THE FUND

- 3.1** All Benefits shall be financed entirely by contributions from the District and earnings thereon. The District shall make contributions to the Plan in the amount set forth in the current Agreements. The District shall pay its contributions to the custodian appointed by the Board.
- 3.2** Contributions to the Plan shall be due and payable on August 1st of each plan year based on the District's projected assignment of Employees. Contributions to the Plan shall also be due and payable on November 1st of each plan year as necessary to make adjustments based on the District's actual employment of Employees.
- 3.3** Each contribution to the Plan shall be made on or before the fifth day of the calendar month in which it becomes payable, on which date the 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 Plan is essential to the maintenance and effectiveness of the Plan and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Plan which would result from the failure of the District to make timely payment. Therefore, if the Directors or custodian or custodians have not received payment by the due date, the Board of Directors or custodian or custodians shall send a written request for immediate payment to the chief business officer of the District. If the payment is not received by the fifteenth day of the 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 the payment is due and payable, starting the thirty-first day the District shall pay interest at the average rate of fixed investments the Trust is receiving on its deposits.
- 3.4** On or before each August 1, the District shall bill the Trust for any amounts paid by the District on behalf of the Plan to provide Benefits for the preceding Plan Year. The Trust shall repay the District for these amounts on or before September 1. Amounts not paid by September 1 will accrue interest at the rate then paid by the County Treasurer for funds on deposit with the County.

ARTICLE IV – BENEFITS

- 4.1** Employees employed by the District on or later than June 1, 1986 are eligible for Benefits in accordance with the Plan. Employees who retired before June 1, 1986 shall not be eligible for Benefits.
- 4.2** At or after the date of his or her Retirement that coincides with his or her termination of employment with the District, an Employee shall be entitled to Benefits if he or she has been employed full time by the District for a total of ten or more full school years. An Employee who is employed part-time by the District shall be entitled to Benefits if he or she has worked for the District for a period of time that is equivalent to ten full years. For Employees employed in the NHAA management/confidential unit before July 1, 1986, all service with the District shall be counted toward the ten year requirement. For all other Employees, only service on or after July 1, 1986 in the NHTA Certificated non-management unit or the NHAA management/confidential unit shall count toward the ten year requirement. An Employee who terminates employment with the District without satisfying the requirements for Retirement shall not be entitled to Benefits.
- 4.3** An Employee who has fewer than ten years of service credited under Section 4.2 shall be entitled to partial Benefits in accordance with the following rules:
- (a) The Employee must have a combined total of ten or more years of service under this Plan and under the New Haven Retired Employees Benefit Plan and Trust for Classified Employees (“Classified Plan”);
 - (b) The Employee must otherwise satisfy the requirements for receiving Benefits from the Plan; and
 - (c) The Employee shall receive a percentage of the full Benefits under this Plan equal to 10% for each year of service credited to the Employee under this Plan in his or her last ten years of service with the District. The Employee shall receive the remainder of his or her retirement health benefits from the Classified Plan based on the Employee’s years of service under that plan in his or her last ten years of service with the District.
- 4.4** The Board shall establish a monthly dollar amount for payment of Benefits to each Participant. The Benefit amount shall be set forth in Appendix A to the Plan, and may be increased or decreased by the Board from time to time in its discretion. Benefits shall continue for the life of the Participant and shall not be transferred or assigned to any other individual.
- 4.5** Benefits payable from the Plan shall be the following expenses for health coverage of a Participant and his or her Spouse or Domestic Partner, for which the Participant, 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 health plan made available by the District to retired Employees;
- (b) premiums for coverage under any other comprehensive health 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 Participant is personally responsible and is not otherwise reimbursed for payment of those premiums.

4.6 Payment of Benefits may be made directly to the provider of health coverage for a Participant, or a Participant's Spouse or Domestic Partner. Alternatively, the Plan may directly reimburse a Participant for expenses paid for Benefits if the Participant provides documentation satisfactory to the Board or designee: (i) establishing that the Participant or the Participant's Spouse or Domestic Partner actually incurred the expenses for health coverage which was in force at the time the expense was incurred; and (ii) specifying the nature and amount of the expense.

ARTICLE V – BOARD OF DIRECTORS

- 5.1** The Plan shall be administered by a Board of Directors which shall consist of six Directors. Three Directors shall be appointed by written designation by the District (“District Directors”). Two Directors shall be appointed by written designation by NHTA (“NHTA Directors”). One Director shall be appointed by written designation by NHAA (“NHAA Director”).
- 5.2** The Directors shall select two Co-Chairs of the Board to serve for a term of two years or any other period the Directors shall determine.
- 5.3** Each Director shall serve until death, resignation, removal from office or until a successor is designated as provided in this Article V.
- 5.4** A Director may resign at any time by serving written notice of such resignation, at least 30 days before to the date on which such resignation is to become effective, upon the Co-Chairs of the Board, and upon NHAA, NHTA and the District.
- 5.5** Any Director may be removed from the office at any time for any reason by an instrument in writing signed by the Director's appointing organization and served on the Director concerned, the Co-Chairs of the Board, the District, NHAA and NHTA.
- 5.6** If any Director dies, resigns, or is removed from office, a successor Director shall be promptly designated in writing by the organization appointing the Director.

- 5.7** No vacancy or vacancies in the offices of the directors shall impair the power of the remaining Directors to administer the Plan.
- 5.8** The Directors shall not be compensated for their services by the Plan, but Directors shall be reimbursed by the Plan for all reasonable and actual expenses incurred in connection with the performance of their official duties as Directors, as authorized by the Board.

ARTICLE VI – POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 6.1** The Board shall have the power and duty to administer the Plan and Trust.
- 6.2** The Board shall enter into an agreement with a custodian or custodians for the purpose of receiving, holding, and disbursing the assets of the Plan.
- 6.3** The Board shall have power to demand and enforce the prompt payment of contributions to the Plan and delinquent payments and interest as provided in Section 3.3. If the Board files any suit or claim with respect to delinquent contributions, the Board and/or Plan 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.
- 6.4** The Board shall have the power and authority:
- (a) To pay or provide for the payment of all reasonable and necessary expenses of the Plan.
 - (b) To pay Benefits in accordance with the terms of the Plan.
 - (c) To establish and accumulate such reserve funds as the Board, in its sole discretion, deems necessary and desirable for the proper operation of the Plan.
 - (d) To pay or provide for the payment of premiums on the contracts of policies of insurance or fees on service provider agreements entered into by the Board on behalf of the Plan.
 - (e) To compromise, settle, or release claims or demands in favor of or against the fund on such terms and conditions as the Board may deem desirable subject to the requirements of the Plan.

- (f) To adopt rules and regulations for the administration of the Plan which are not inconsistent with the terms of the Plan.
- (g) The power and authority, in its sole discretion, to invest and reinvest funds that are not necessary for current expenditures or liquid reserves, as it may from time to time determine, in legal investments under applicable law. The Board may sell, exchange, or otherwise dispose of such investments at any time and from time to time. The Board 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, in its discretion and consistent with its fiduciary obligations, to be in the best interests of the Participants judged by then prevailing business conditions and standards. The Board shall have the authority, in respect to any stocks, bonds, or other property, real or personal, held by it, 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.
- (h) The authority, in its discretion, to allocate to a committee any duties and responsibilities to invest and reinvest such Plan assets as it shall specify in such allocation.
- (i) 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 Plan as the Board 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 Trust.
- (j) The authority to adopt appropriate investment policies or guidelines.
- (k) The authority and discretion to construe and interpret the terms of the Plan.

6.5 The Board may allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board, and it may delegate such responsibilities and duties to other individuals as it may deem appropriate or necessary in its sole discretion.

6.6 The Board may employ or contract for the services of an individual, firm, or corporation, to be known as the “Plan Manager,” who shall, under the direction of the Board or under the direction of any appropriate committee of the Board, administer the Plan, coordinate and administer the accounting, bookkeeping, and clerical services, prepare all necessary reports and other documents 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. The Plan Manager shall be the custodian of all documents and other records of the Board.

- 6.7** The Directors and employees of the District who handle the assets of the Plan shall be bonded in such amounts as the Board deems reasonable, in compliance with any applicable state law. The cost of such bonds shall be paid for by the Plan.
- 6.8** The Directors may in their discretion obtain insurance, to the extent permitted by law, to insure themselves, the Plan or agents of the Directors and of the Plan, (1) with respect to liability as a result of acts, errors, or omissions of such Director or Directors, employees or agents, 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 for by the Plan.
- 6.9** The Board 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 the Plan or for instructions as to any action thereunder and as to any question relating to the discharge of its duties and obligations under the Plan. Any such determination, decision, or judgment shall be binding upon all parties to, or claiming under, this Plan.
- 6.10** The Board shall maintain or have maintained suitable and adequate records of and for the administration of the Plan. The Board may require the District, any Employee, or any other beneficiary under the Plan to submit any information reasonably relevant to the Plan's administration. Upon request in writing from the Board, the District will permit a certified public accountant selected by the Board 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 Plan.

ARTICLE VII – PROCEDURE OF BOARD OF DIRECTORS

- 7.1** The Board shall hold at least one meeting each Plan Year and may hold other meetings at its discretion. Either Co-Chair, or any two members of the Board, may call a special meeting of the Board by giving written notice to all Directors of the time and place of such meeting at least 7 days before the date set for the meeting.
- 7.2** The Board shall appoint a secretary and additional assistants, if necessary, who shall keep minutes or records of all meetings, proceedings, and acts of the Board.
- 7.3** A quorum shall consist of one NHAA Director and one NHTA Director.

- 7.4** The Board 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 Plan except upon the vote of the Directors at a meeting of the Board duly called or except by the signed concurrence of all Directors without a meeting, as provided in Section 7.5.
- 7.5** Upon any matter which may properly come before the Board, the Board may act without a meeting provided such action has the written concurrence of all the Directors.

ARTICLE VIII – GENERAL PROVISIONS APPLICABLE TO DIRECTORS

- 8.1** The duties, responsibilities and liabilities of any Director under the Plan shall be determined solely by the express provisions of the Plan, and no further duties, responsibilities or liabilities shall be implied or imposed.
- 8.2** The Directors, to the extent permitted by applicable law, shall incur no liability in acting upon any 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.
- 8.3** Neither the District, NHAA nor NHTA shall be liable in any way for any of the obligations, acts, or omissions of a Director merely because the Director is in any way associated with the District or NHAA or NHTA.
- 8.4** The name of the Plan may be used to designate the Directors collectively, and all instruments may be executed by the Board in the name of the Plan, by signature of the two Directors who are authorized to sign various documents and instruments under Section 6.9.
- 8.5** In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made under the Plan, the Board may withhold payment pending an adjudication of the question or dispute, satisfactory to the Board, or until the Board has been fully protected against loss by means of such indemnification agreement or bond as the Board, in its sole judgment, determines to be adequate.

ARTICLE IX – ARBITRATION

- 9.1** In the event that the directors deadlock or fail to take action on any matter arising in connection with the administration of the Plan, the Directors shall, within ten days after a written request is served upon the Co-Chair 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 the Plan. In making his or her decision, the arbitrator shall be bound by the provisions of the Plan 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 in writing.

- 9.2** If no agreement on who shall be arbitrator is reached within the ten day period set forth in Section 9.1, 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 arbitrators from the American Arbitration Association or comparable group. The District and the NHAA/NHTA Directors shall each alternatively strike one name until four names have been eliminated, and the person whose name remains shall be the arbitrator.
- 9.3** In the event the Directors are unable to agree on an arbitrator within a reasonable time, either the District or NHAA/NHTA 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 128.1 *et seq.*
- 9.4** 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 attorneys for the Plan), shall be a proper charge against the Trust. No expenses shall be deemed reasonable under this section unless approved by the Board.

ARTICLE X – GENERAL PROVISIONS

- 10.1** The rights and duties of all parties, including the District, NHAA or NHTA, Employees and Directors, shall be governed by the provisions of the Plan.
- 10.2** No employee or other beneficiary shall have any right or claim to benefits under the Plan except as specified herein. The Directors shall establish and maintain a reasonable claims procedure concerning claims for Benefits. To the extent that health 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 Plan or any of the Directors. Neither the District, NHAA, NHTA nor any of the Directors shall be liable for the

failure or omission for any reason to pay Benefits under the Plan.

- 10.3** If any provision of the Plan, the rules and regulations made pursuant thereto, or any step in the administration of the Plan is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Plan unless such illegality or invalidity prevents, or in substantial degree unfavorably affects, accomplishment of the objectives and purposes of the Plan.
- 10.4** Except to the extent necessary for the proper administration of the Plan or as required under one or both Agreements, 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. Nothing in this section shall prohibit the preparation and publication of statistical data and summary reports with respect to the operations of the Plan.

ARTICLE XI – DUAL ENTITLEMENTS

- 11.1** Notwithstanding any other provision of the Plan, the following provisions shall apply in the case of a couple in which one Spouse or Domestic Partner is a eligible Employee under the Plan, and the other Spouse or Domestic Partner is either an eligible Employee under this Plan or an employee of the District who is entitled to retiree health benefits under another Plan to which the District contributes, or pursuant to a contract with the District.
- 11.2** If each Spouse or Domestic Partner is an eligible Employee:
- (a) The District shall make the full annual required contribution for each spouse or Domestic Partner;
 - (b) Upon Retirement, each Spouse or Domestic Partner who is a Participant shall be entitled to the full Benefit available to a covered retiree in accordance with Section 4.2;
 - (c) Any portion of an individual Spouse's or Domestic Partner benefit that is not required for his or her health coverage, shall, if required, be applied toward coverage of the other Spouse or Domestic Partner.
- 11.3** If one Spouse or Domestic Partner is an eligible Employee and one Spouse or Domestic Partner is entitled to retiree health coverage under another Plan to which the District contributes:
- (a) The District shall make the full annual required contribution to this Trust for

the eligible Employee Spouse or Domestic Partner;

- (b) Upon retirement, the eligible Employee Spouse or Domestic Partner who is a Participant shall be entitled to the full health benefit available to him or under Section 4.2;
- (c) Any portion of the eligible Employee Spouse's or Domestic Partner's benefit that is not required for his or her health coverage shall, if required, be transferred to the other plan and applied toward benefits for the Spouse or Domestic Partner who is covered under that plan or paid directly to the insurer or other health coverage provider of the Spouse or Domestic Partner who is covered under the other plan.

11.4 If one Spouse or Domestic Partner is an eligible employee and one Spouse or Domestic Partner is entitled to retiree health coverage under a contract with the District:

- (a) The District shall make the full annual required contribution to this Trust for the eligible Employee;
- (b) Upon retirement, the eligible Employee shall be entitled to the full health benefit available to him or her under this Plan in accordance with Section 4.2, and;
- (c) Any portion of the eligible Employee 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 or Domestic Partner who is covered under the other health plan.

ARTICLE XII – AMENDMENT, MERGER AND TERMINATION

- 12.1** The provisions of the Plan may be amended or modified from time to time by the resolution of the Board.
- 12.2** The Board shall have the power to merge with any other plan established for similar purposes as this Plan, subject to the approval of the District, NHAA and NHTA.
- 12.3** If the Plan is terminated, all assets of the Plan remaining after all administrative expenses are been paid will be used for the benefit of Employees, regular and retired, in a manner determined by the Board.

EXECUTED on November 30, 2001

NEW HAVEN RETIRED EMPLOYEE BENEFIT

PLAN AND TRUST FOR CERTIFICATED AND
MANAGEMENT EMPLOYEES

NHTA Director
Jan Crocker

NHTA Director
Jeff Ustick

NHAA Director
Gary Suplick

District Director
David Pava

District Director
Susan Speakman

District Director
Donna Uyemoto

**NEW HAVEN RETIRED EMPLOYEES
BENEFIT PLAN AND TRUST
FOR CERTIFICATED AND MANAGEMENT EMPLOYEES**

APPENDIX A

The Board establishes the amount of \$195 per month as the payment of Benefits to each Participant in the Benefit Plan and Trust effective July 1, 2001.