

New Haven Unified School District

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SUPERINTENDENT
Kari McVeigh

Settlement Agreement
Between the New Haven Unified School District
And the
New Haven Teachers Association

This Agreement is entered into by and between the New Haven Unified School District (District) and the New Haven Teachers Association NEA/CTA (NHTA). This Agreement and all of its terms are effective only upon approval by the NHTA and the Governing Board of the District.

1. The provisions of the current collective bargaining agreement regarding Class Size/Elementary Prep will continue to apply, notwithstanding any provision of this agreement, which is intended solely to clarify the way student counts in SDC classes are considered in calculating class size ratios.
2. The Personnel Department and the Administrators at elementary schools with Special Day Class (SDC) classes consider the SDC student count in the calculation of prep specialists required for the site.
3. During the spring of each year, the Principal or designee will schedule a meeting with all Department Heads to discuss the Prep Schedule as part of the Master Schedule. By the first week of September, the Principal or designee will schedule a meeting with the Association representative to discuss the impact of SDC students on the Prep Schedule. These discussions are intended to provide input to assist management and are not binding on the school administration.
4. The parties agree that this Agreement constitutes the full and complete resolution of the grievance dated September 23, 2008, and the claims and allegations contained in that grievance, including the claims of violation of Article 7 of the collective bargaining agreement regarding how SDC classes and student counts are taken into account under Article 7. That grievance is hereby withdrawn. Nothing herein shall be construed for any purpose as an admission of fault, error, wrongdoing, or liability on the part of any party, its officers, agents, directors, supervisors, employees, attorneys or representatives.
5. This agreement will remain in effect so long as Article 7 in the collective bargaining agreement and any successor agreements remains as it reads as of the date of execution of this agreement; or until the parties mutually agree in writing to amend this agreement.

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.

Date: 3/4/2010
Charmaine Kawaguchi
Charmaine Kawaguchi, President
New Haven Teachers Association

Date: 3/4/10
Derek McNamara
Derek McNamara, Associate Superintendent, Personnel Services
New Haven Unified School District