

PORTLAND SCHOOL DISTRICT
and the
EDUCATION ASSOCIATION OF PORTLAND

covering the period

July 1, 2013 to June 30, 2016

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ARTICLE 1
THE AGREEMENT

A. Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the public school system of the Town of Portland, and the teaching staff, under governing law, rules, ordinances and regulations - municipal, state and federal.

B. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement. The Association agrees that it shall not call, authorize, or instigate any strike or other work slowdown during the period of this Agreement or any extension thereof.

ARTICLE 2
RECOGNITION

A. The Board hereby recognizes the Association, as defined in Section 10-153a through 10-153n of the Connecticut General Statutes, as amended for the purpose of teacher negotiations, as the exclusive representative agent of all certified personnel or those holding a Durational Shortage Area Permit (herein generally called "teachers"), other than those requiring an administrative or supervisory certificate and temporary substitutes, employed and engaged in positions requiring a teaching or special services certificate.

Employees working in a teaching position solely on the basis of a Durational Shortage Area permit (DSAP) shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

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

2. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

3. DSAP holders shall have no bumping rights or recall rights under this Agreement.

B. The Association agrees to represent equally all teachers without regard to membership or participation in, or association with the activities hereof, the Association or any other teacher employee organization.

ARTICLE 3
VACANCIES

A. All vacancies or openings, including for positions which involve either a salary differential and/or an additional or higher level of responsibility shall be posted for a minimum of five (5) schools days prior to filling such position. Any member of the staff may apply for such positions and such applications will be given due consideration.

Job definitions will be written and made available for new jobs when such jobs do not

exist in the system.

B. Vacancies shall be defined as positions which are caused by death, retirement, discharge, resignation or by the creation of a new position.

C. Notice of all bargaining unit vacancies shall be sent to the President of the Association.

D. When school is not in session during the summer, notice of such vacancies shall be forwarded via email to the President of the Association and five (5) persons designated by the President. The President shall designate these persons in writing to the Superintendent by June 1st. The Association will provide the Board with an email address for the President and the five (5) designated persons.

ARTICLE 4
SALARY STATEMENTS

Teachers will receive an annual salary statement from the school district prior to July 1.

ARTICLE 5
AMENDMENT

This Agreement shall not be altered, amended, or changed except in writing, as signed by both the Board and the Association, which amendment shall be appended hereto and become a part thereof.

ARTICLE 6
SEVERABILITY

In the event that any provision or portion of the Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of the agreement shall remain in full force and effect.

ARTICLE 7
DURATION

This Agreement shall be effective as of July 1, 2013 and shall continue and remain in full force and effect until June 30, 2016.

ARTICLE 8
BOARD POLICY AND CONTRACT DISTRIBUTION

The Board shall provide each teacher with a copy of this contract. It shall also make two copies of the text of existing Board and administrative policies and changes available in each school building.

ARTICLE 9
GENERAL PROVISIONS

A. There shall be no reprisals of any kind taken against any teacher by reason of his or her membership or non-membership in the Association.

B. All provisions of this Agreement shall apply equally to all teachers.

ARTICLE 10
USE OF SCHOOL FACILITIES

A. The Association may use school buildings without cost at reasonable times for meetings provided, however, that the Association will be required to pay for any additional custodial or other costs involved by reason of said meetings. The time and place of all such meetings will be arranged with the consent of the principal of the building in question.

B. There will be one (1) bulletin board in each school building which will be placed in the faculty lounge, for the joint use of the Association and the school administration, for the purpose of displaying notices, circulars and other materials. The Association and the Board agree that they will not post any material which is derogatory to the administration, the Association, the C.E.A., the N.E.A., or the Board or any member thereof, or the school system.

ARTICLE 11
TEACHER TRANSFERS

A. A transfer shall be defined as the voluntary or involuntary placement of a teacher to another building.

B. Notice of all known openings shall be posted after all members of the bargaining unit have been assigned within their building. However, openings caused by the creation of a brand new position, as defined in Article 3, shall be posted in all buildings prior to the assignment of bargaining unit members in their buildings. Teachers who desire to do so may request and be considered for a transfer to any of these openings for which they are qualified. Teachers desiring a transfer shall submit a written request to the Superintendent by May 1 stating the specific assignment or nature of the assignment. Such requests shall be acknowledged promptly in writing.

In filling non-promotional vacancies within the teaching staff of the system, first consideration shall be given to teachers involuntarily transferred under this article.

Each transfer applicant shall be notified of the status of his or her application on or before June 15, if reasonable, or when the position has been filled. In the event the request is denied, the applicant, upon request, shall receive written notice of reasons for the denial. The decision to transfer shall be at the discretion of the Superintendent based upon the best interests of the students, the school system, the professional goals of the teacher and seniority in the system.

C. The Board and the Association recognize that some involuntary transfer of teachers between schools is sometimes unavoidable. In making involuntary transfers in the Portland School System, the best interests of the pupils, as well as the interests, and aspirations of the teachers, must be considered. It is therefore agreed that:

1. When involuntary transfers are necessary, notice of such transfers shall be given to the teachers involved upon knowledge that such transfers are necessary.

2. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, or principal, at which time the teacher will be notified of the reason for the transfer.

3. No teacher shall be transferred without good cause.

4. A system-wide list of all vacant positions shall be made available to all teachers being transferred.

D. A teacher who has been involuntarily transferred from a building due to Reduction in Force, shall be given first right to return to a position in the building when a vacancy occurs, provided the teacher is certified to fill the vacancy.

ARTICLE 12 **GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to give teachers the opportunity to discuss their grievances with supervisors in order to find mutually satisfactory solutions as rapidly as possible.

At the presentation of grievances, at any supervisory level, teachers are ensured freedom from restraint, interference, discrimination, or reprisal.

Each grievance shall be submitted in writing on a form attached hereto approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person(s) responsible for causing such event or condition, and a general statement of the grievance redress sought by the aggrieved party.

A grievance shall be deemed waived unless it is submitted within 30 days after the aggrieved party knew or should have known of the events or conditions on which it is based.

B. Definitions

1) A "*grievance*" shall mean a complaint alleging a misinterpretation, misunderstanding, misapplication or violation of a specific provision or provisions of this Agreement.

2) A "*teacher*" is any person in the unit covered by this Agreement.

3) An "*aggrieved party*" is a teacher, group of teachers, or the Association, who submits a grievance.

4) "*Days*" refers to school days. During the summer, days shall refer to non-holiday weekdays.

LEVEL ONE - School Principal

a. If a teacher has a grievance which he or she wishes to pursue formally in accordance with provisions of this contract, he or she shall file a written grievance with his/her principal.

Within seven (7) school days after said principal reviews such grievance, he/she shall arrange to and shall meet with the teacher, for the purpose of adjusting or resolving such grievance.

b. The principal shall within five (5) school days after such meeting forward his/her decision and the reasons for same, in writing to the aggrieved teacher, with a copy of same

to the Association.

LEVEL TWO - Superintendent of Schools

a. If the aggrieved teacher is not satisfied with the disposition at Level One, he/she may within ten (10) school days file his/her written grievance with the Superintendent with a copy to the Association.

b. The Superintendent shall within ten (10) school days after receipt of referral meet with the aggrieved teacher and with a representative of the Association, if the teacher so desires, for the purpose of adjusting or resolving the grievance.

c. The Superintendent shall within five (5) school days after the hearing forward his/her decision and the reasons for it in writing to the aggrieved teacher, with a copy to the Association.

LEVEL THREE - Board of Education

a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may within ten (10) school days file the grievance with the Board with a copy to the Association.

b. The Board shall within thirty (30) school days after the receipt of such appeal meet with the aggrieved teacher and with representatives of the Association for the purpose of adjusting or resolving the grievance.

c. The Board shall within three (3) school days after its next meeting forward its decision and the reasons for it, in writing to the aggrieved teacher, with a copy to the Association.

LEVEL FOUR - Arbitration

a. In the event the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, the Association may within fifteen (15) school days of the Board's decision refer the grievance to the American Arbitration Association for arbitration pursuant to its voluntary rules.

b. The arbitrator's decision shall be in writing and shall set forth the findings, reasonings, and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires a commission of an act prohibited by law or is violative of the terms, of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall not have power to alter, add to, or detract from the provisions of this Agreement.

c. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE 13

AFTER SCHOOL MEETINGS/EVENING RESPONSIBILITIES

A. Teachers will be expected to attend scheduled meetings for the improvement of teaching, workshops and other special meetings, some of which will be held outside of regular school hours. Attendance at after school meetings (other than faculty meetings) shall not extend

beyond one hour.

B. Teachers will attend up to two evening events each year. Teachers will be advised of the scheduling of these events at least one month in advance or, if feasible, be given greater notice in advance. Teachers who receive a stipend or hourly payment for an added position or responsibility may be required to attend additional meetings relating to such position or responsibility. Teachers may be excused on a case-by-case basis for good cause by making an individual request of the Principal in advance of the event they wish to miss.

ARTICLE 14
DUTY-FREE LUNCH PERIOD

Every teacher will be entitled to a duty, free lunch period equal to the student lunch period.

ARTICLE 15
PROTECTION OF TEACHER-PERSONAL INJURY BENEFITS

A. Teachers shall report immediately in writing to their principal and to the central office all cases of assault or injury suffered by them in connection with their employment.

B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession, not privileged by law, which relates to the incident or persons involved.

C. Whenever a teacher is absent from school as a result of personal injury caused by an assault or accident arising, out of and in the course of his/her employment covered by Workers' Compensation, he/she shall be paid his/her full salary for the period of such absence. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers' Compensation award for temporary disability due to the said injury for the period for which such salary is paid. Salary paid by the Board is not to exceed one school year. While receiving pay pursuant to this Article, the teacher may not engage in other remunerative employment.

ARTICLE 16
TEACHING ASSIGNMENTS

A. Teachers initially employed by the Board shall receive their building grade and/or subject assignments from the Superintendent's Office.

B. Teachers already in the system shall receive notification of their program for the ensuing contract year prior to the close of the current contract year. It is understood that it may be necessary to change certain assignments during the summer. The President of the Association or his/her designee shall be notified of any changes made during the summer.

ARTICLE 17
TEACHING PERIODS

At the middle school, teachers may be assigned up to thirty (30) periods based on a six (6) day cycle, and an eight (8) period day. (Example: 6 day cycle x 8 periods - 48 periods. Teachers maybe assigned up to 30 periods of teaching.)

At the high school level, given the current eight (8) period time schedule with each

class meeting eight (8) times in each eight (8) day cycle, high school teachers will not be assigned more than thirty-five (35) teaching periods per cycle.

Teachers may volunteer to teach a sixth class. If there are no volunteers, the administration may assign a teacher. Compensation for such assignment shall be equal to .2 of his/her salary for the year of the assignment. Such compensation shall be prorated for classes of one semester or those that meet less than the equivalent of five (5) periods per week. However, in no instance will the voluntary agreement result in the reduction of the F.T.E. status of any member of the bargaining unit. There will be a cap of .4 per department in reference to the total number of teachers within the department who can teach a sixth class.

Secondary school teachers will have five (5) preparation periods per week.

In the event of a 7 period day, teachers may be assigned up to 5 classes per day, or 25 classes in a 5 day period.

The Board will provide five (5) preparation periods per week for elementary school teachers. The additional fifth period at Valley View shall be at no additional cost to the Board. Brownstone teachers will have six (6) preparation periods per six (6) day cycle.

ARTICLE 18 **PERSONAL FREEDOM**

The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationships with students and/or school system.

ARTICLE 19 **TEACHER DUTIES**

A. Cafeteria duty will be assumed by teachers on a voluntary basis. However, if no teacher volunteers for this duty, administrators may assign it on a rotational basis. No teacher shall be assigned cafeteria duty two (2) consecutive years. This provision shall also apply to elementary teachers.

B. Elementary teachers will not be required to assume morning bus duty until all paraprofessionals have been assigned. In the event it is necessary to assign teachers to A.M. bus duty, volunteers will first be sought and, if there are an insufficient number of volunteers, least senior teachers will be assigned first, unless the EAP establishes and submits to the Superintendent for approval, a different assignment schedule.

ARTICLE 20 **DEGREE DEFINITION**

The salary scale listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

<i>Bachelor</i>	A baccalaureate degree earned at an accredited college or university.
<i>Master</i>	A Master's Degree earned at an accredited college or university. Teachers employed after July 1, 2013 shall be required to earn a

Master's Degree.

Sixth Year

A second Master's Degree in a discipline other than the discipline in which the original Master's Degree was earned; or the completion of thirty (30) graduate level credits beyond the Master's Degree in a planned program pre-approved by the Portland Superintendent from an accredited college or university; or a "sixth year certificate" from an accredited college or university or at least sixty (60) graduate level credits in a degree program such as social work, speech pathology or psychology.

Doctorate Degree Ed.D or Ph.D earned at an accredited college or university.

In the event that the State issues guidance with respect to a Master's Degree, the parties agree to meet to address adoption of such guidance and memorialize the understanding between the parties via a Memorandum of Agreement.

For credit a grade of "B" or its equivalent should be reached. Grade "B" shall conform to the regulations of the collegiate institution concerned.

Staff members who wish to obtain a Master's degree or a second Master's degree which would entitle them to advanced placement on the salary schedule, must submit a planned proposed program to earn the degree at an accredited college or university, which planned program is acceptable to the Superintendent of Schools. The program must be submitted and approved before course work begins. Additionally, teachers who anticipate a change in degree status shall notify the Superintendent of Schools prior to December 1st of the prior school year in order to provide the Board with notice for budgeting purposes.

For purposes of degree status, accredited college or university shall be defined as a college or university that has been accredited by the National Council for Accreditation of Teacher Education ("NCATE").

New Hires:

The school district may hire a teacher at an amount not to exceed the salary of a teacher currently in the District with an equivalent amount of experience and/or credits.

Work beyond the Bachelor's Degree: credit on the salary scale for, Master's Degree, Sixth Year will be granted according to the provisions set forth herein. Transcripts and/or official documents of work completed must be in the office of the Superintendent of Schools before October 1 of the year for which credit is sought. In the event that such certification is presented after October 1, but before February 15, credit will be granted for the last half of the contract year.

In determining placement on the salary schedule, credit for previous public school teaching or public school administrator experience shall be given. Experience credit may be given for parochial, private, college/university experience if the teacher possessed a valid Connecticut Teacher Certification at the time of the teaching experience and may be given if he/she was not certified in Connecticut at the time. Substitute coverage shall not be a consideration. Placement and advancement on the salary schedule for part-time teachers who work less than .50 shall be determined by the Superintendent of Schools.

In the event that the Board desires to offer a part-time teacher who works less than .50 a full-time teaching position, prior to submission of the offer, the Board and Union agree to meet to discuss placement of the part-time teacher on the salary schedule.

Credit for military experience: credit will be granted to teachers on the Salary Scale for time spent in military service up to a maximum of four years.

Newly hired teachers wishing to be compensated on the Master's degree or Sixth Year column for a second Master's degree, must produce evidence satisfactory to the Superintendent of Schools that the degree in question was earned in a planned Master's degree program approved by and attained at an accredited college or university.

ARTICLE 21 **SPECIAL FACILITIES**

Every reasonable attempt will be made to have the following equipment available in each school for teacher use: a copy machine, computers, printers, a facsimile machine, telephones, video cameras and digital cameras.

Teachers will be provided with professional development based upon the requirements of applicable Connecticut general statutes.

ARTICLE 22 **LENGTH OF WORK DAY AND WORK YEAR**

A. The length of the teacher work day, excluding staff meetings, extra-curricular and coaching activities, and special events shall not exceed seven (7) hours and fifteen (15) minutes. All bargaining unit members will be present and available to students in their classrooms (or at their work area/station for non-classroom teachers) at least ten (10) minutes prior to the scheduled start of school for students.

B. The work year shall be the student school year (181) plus six (6) days. At least one-half (1/2) of the non-school days each year will be used by the Board for staff development. One-half (1/2) day prior to the start of the student school year and one-half (1/2) day at the conclusion of the student school year shall be provided for individual, teacher self directed preparations.

ARTICLE 23 **MATERNITY DISABILITY LEAVE**

The Board and the Association recognize that teachers are entitled to leave for maternity related disability in accordance with law and as set forth herein under Article 29, Section D.

ARTICLE 24 **CONFERENCE LEAVE**

A. Teachers may be granted an unspecified number of days with full pay, at the discretion of the Superintendent of Schools, for such purposes as visiting days, institutes, organization meetings, conferences and community relations activities. In reviewing requests for such leave, the Superintendent shall consider the relationship between the request and the teacher's individual growth goals and/or the district wide goals.

B. The Board agrees to reimburse all teachers for expenses directly relating to attending the conference, excluding the cost of travel and meals before and after the conference as approved by the Superintendent subject to budgetary limitations.

C. Any teachers required by the Board to attend workshops, seminars or similar sessions (other than those required by the position such as federally aided home economics) on days other than those appearing on the established school calendar, will be reimbursed for expenses and will receive a suitable compensation for their time.

ARTICLE 25 **PERSONAL LEAVE**

A. There shall be eight (8) school days of personal leave with full pay annually, but not cumulative, for teachers hired prior to July 1, 2013 and five (5) school days for personal leave with full pay annually, but not cumulative, for teachers hired on or after July 1, 2013 reported in writing to the Superintendent of Schools for the following reasons:

1. Marriages
2. Deaths
3. Illness of the immediate family
4. Legal requirements
5. Religious Holidays
6. Other reasons satisfactory to the Superintendent, including but not limited to death outside the family.

This shall also include temporary leave at full salary less remuneration for court appearance as a witness, selective services examination and military duty. A telephone call to the principal will be acceptable, in cases of emergency, to be followed in the near future by a report in writing to the Superintendent of Schools.

B. Of the eight (8) personal days allowed to a teacher hired prior to July 1, 2013 and the five (5) personal days allowed to a teacher hired on or after July 1, 2013, one (1) of those days may be taken without giving a reason. The teacher must notify the principal in writing at least twenty-four (24) hours in advance of the day the teacher desires to use this leave day. This personal day without reason will not be granted for a school day preceding or following a holiday or a vacation period as indicated on the official school calendar, and will not be granted for those requests that exceed 6% of the number of teachers in that building for any particular day.

C. The Board as a practice will not grant leaves of absence to staff members for their own marriages, honeymoons, or pleasure trips. The Board, on the request of a particular teacher, will give consideration to any unusual circumstances.

ARTICLE 26 **SICK LEAVE**

There shall be eighteen (18) days sick leave with pay each contract year for teachers hired prior to July 1, 2013. These eighteen (18) will be totally available at the beginning of the contract year and are cumulative to one hundred seventy days (170) of sick leave. Each contract year thereafter, in addition to the one hundred seventy (170) days, a total of eighteen (18) days of sick leave will be available but not cumulative. Upon the Superintendent's recommendation, the Board may, in its discretion, grant additional time on a case-by-case basis.

There shall be fifteen (15) days sick leave with pay each contract year for teachers hired on or after July 1, 2013. These fifteen (15) will be totally available at the beginning of the contract year and are cumulative to one hundred seventy days (170) of sick leave. Each contract year thereafter, in addition to the one hundred seventy (170) days, a total of fifteen (15) days of sick leave will be available but not cumulative. Upon the Superintendent's recommendation, the Board may, in its discretion, grant additional time on a case-by-case basis.

Early in September of each contract year, the Board will indicate to each teacher the number of sick days that he/she has accumulated.

ARTICLE 27
GENERAL LEAVE

A. Upon recommendation of the Superintendent of Schools, the Board may permit members of the teaching staff to take leave not in excess of two contract years in length, for rest, restoration of health, study, alleviation of hardship involving themselves or their immediate family, peace corps duty, exchange teacher leave, and parenthood leave. Any teacher on sick leave may be granted an extension of their leave for reasons found to be acceptable by the District.

B. Any person granted such leave shall receive no compensation during the period. The employee granted such leave may continue his/her medical and insurance coverage by paying his/her premiums to the Board during said leave. The teacher must notify the District by February 1 of his/her intent to return to the District the following September.

C. An attempt will be made to return the teacher to a position equivalent to the position he/she left. The teacher's years of service in Portland contract status, and accumulated sick leave will be the same when he/she returns to his/her position as it was when he/she left his/her position.

D. Family Medical Leave

An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. § 1601, et. seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve-month period in accordance with the Act. An accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve weeks of allowable leave. A medical certificate acceptable to the board shall be required for FMLA leave situations.

Employees on FMLA leave without pay shall continue to accumulate sick leave; and, the continuity of employment shall be preserved for purposes of seniority.

Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work; provided if employee fails to return to work, the employee shall be liable for the retroactive premium payments as provided by the act.

ARTICLE 28
ADOPTION LEAVE

The Board agrees to provide an employee up to three (3) weeks of leave for purposes of

adoption. Additional time beyond the three weeks is available at the discretion of the Superintendent. Adoption leave is paid leave provided the employee has sufficient accrued sick days. If not, such leave is available without pay.

ARTICLE 29 **SABBATICAL LEAVE**

A. Purpose and Objective

The primary purpose of the Portland sabbatical leave policy is to contribute to the quality of the program of its public schools. The policy provides opportunities for qualified and approved certified personnel to achieve personal and professional growth, thus enhancing their value to the Portland schools.

In addition, these sabbatical leaves can be considered as a reward for superior service.

B. Provisions

1. Any teacher who will have completed at least seven (7) years of continuous full time service in Portland prior to the effective date of leave, may request a sabbatical leave for professional improvement of one-half or a full contract year.
2. Professional personnel applying for sabbatical leave must have either a standard certificate applicable to their position, or a provisional certificate, and hold a Fifth Year as required by the State.
3. Sabbatical leave may be granted for the purpose of study in an approved institution of higher learning for independent study on a project or problem of value to the school district and approved by the Board.
4. Applications must be submitted to the Superintendent of Schools on a form provided no later than the 15th day of January, preceding the contract year in which the sabbatical is to be taken. The applicant must include a carefully developed plan for study. Any substantial deviation from the plan must be submitted to the Superintendent for approval.
5. A maximum of one teacher may be on sabbatical leave at any one time. The Board, at its discretion, may grant an additional sabbatical leave as a reward for meritorious service if so recommended by the committee.
6. Application for sabbatical leave will be reviewed by a committee of four consisting of two (2) principals and two (2) teachers. The recommendations of the committee will be submitted to the Superintendent who shall then submit his recommendation and the recommendation of the committee to the Board which at its discretion may approve the application for sabbatical leave. Criteria for selection will be:
 - a. The value of the proposed plan to the District.
 - b. Improvement of the professional service, of the applicant.
 - c. Number of years applicant has served in the Portland School System.
 - d. The degree of professionalism of the applicant as evidenced by professional activity, continued professional study, service to the District in

various committed assignments, and overall competence in service rendered to the District.

C. Terms of Sabbatical Leave Agreement

1. Prior to the taking of the sabbatical leave, the teacher shall execute a promissory note with the Board obligating the teacher either to remain in service with the Portland School District or to refund the salary and cost of fringe benefits advanced by the Board. Should the teacher fail to remain in service for a period of three (3) years, said note shall be payable upon demand entitling the Board to the legal rate of interest as of the date of separation on the amount then due and owing and the costs of collection, including reasonable attorneys' fees. The Board of Education may exempt any teacher who as a matter of illness or extreme personal hardship is unable to comply with these provisions upon return from sabbatical. The Board shall not unreasonably withhold such exemption.

2. The applicant agrees to submit an adequate report to the Superintendent and Board within two (2) months after his/her return to duty.

3. Plans approved which include study shall call for minimum of nine (9) semester hours per semester.

4. Staff members on sabbatical leave may not reapply until seven (7) contracted years of service have elapsed. Initial applications will receive priority consideration over second time applicants, other things being equal.

5. Pay during sabbatical leave will be at the rate of 3/4 of the teacher's regular pay during that period. The salary base is to be the same as though the teacher were teaching in Portland that year. All insurance benefits shall continue in full force during the period of the leave.

6. Each successful applicant shall, if requested by the Superintendent, conduct a seminar for interested teachers so as to permit such teachers to share in some of the educational benefits gained by the teacher completing sabbatical leave.

7. Teachers who are granted sabbatical leave must agree not to accept gainful employment while on leave. However, teachers on sabbatical leave will be encouraged to seek scholarship and/or fellowships involving minor teaching assignments. If the total of these scholarships and/or fellowships exceeds the total of the teacher's normal pay, the grant by the Board will be reduced by the amount of the excess.

8. The District agrees to maintain the schedule rights of the employee as pertains to sick leave, retirement, increment, and eligibility for insurance.

9. The District agrees that upon return, the teacher shall be restored to his or her former position or one of comparable status and pay.

D. Sabbatical Leave of Absence for the Purpose of Study

The professional employee applying for sabbatical leave of absence for the purpose of study must comply with the following regulations:

1. At the beginning of each semester, the applicant must submit evidence of

registration in an approved college or university. (This evidence may be submitted in the form of a letter from the registrar of the school, or the registration card from the school.)

2. At the end of each eight (8) week period, the teacher granted sabbatical leave must submit to the Superintendent of Schools a written statement affirming that he or she is still in attendance at school.

3. At the conclusion of each semester, the teacher granted sabbatical leave shall produce evidence of the work completed during the semester.

4. If the sabbatical leave is granted for research, evidence in writing of the progress of the research shall be submitted to the Superintendent of Schools every sixteen (16) weeks.

The application form for Sabbatical Leave appears in Appendix E.

ARTICLE 30 **ANNUITY PLAN**

Teachers shall be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. §7-370.

ARTICLE 31 **PAYROLL DEDUCTIONS**

A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be made in writing on approved authorization forms.

B. A list of approved deductions is as follows:

Crown Life Disability Insurance	Tax Sheltered Annuity Plans
Education Association of Portland	Electronic direct deposit to Credit Union
Connecticut Education Association	Health Insurance
National Education Association	United Fund
	Direct deposit to bank of teacher's choice

Deductions for the Sheltered Annuity Plans shall be transmitted to the respective location within seventy-two (72) hours after the second pay period of the month.

C. Dues Deduction

1. Each of the education associations and/or organizations named in Section B above shall certify to the Board in writing the current rate of its membership dues. Any of the aforementioned in Section B which shall change the rate of its membership dues shall give the Board thirty (30) days written notice prior to the effective date of such change.

2. Deductions referred to in Section B above shall be made equally in each of the first two paychecks of the month. The Board shall not be required to honor any authorizations that are delivered to it later than ten (10) days prior to the distribution of the payroll from which the deductions are to be made.

D. 1. Conditions of Continued Employment

All teachers employed by the Portland Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

2. Deductions

The Portland Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1st of each school year.

3. Subsequent Employment

Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

4. Forwarding of Monies

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.

5. Lists

No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

6. Reference to Association

The singular reference to the "Association" herein shall be interpreted as referring to the Education Association of Portland, the Connecticut Education Association, and the National Education Association.

7. The Association shall indemnify and save the Board harmless against all claims, demands, suits or other forms of liability which may arise out of any deduction or any other action taken by the Board pursuant to this Article, including payment of reasonable attorney's fees incurred by the Board related to this Article of the contract.

E. Each teacher's total school year premium contribution for health insurance shall be deducted at a rate of 1/22 or 1/26 in each of the first two paychecks per month, depending upon the payment schedule the teacher has selected.

ARTICLE 32
LONGEVITY

A. Any teacher who has served twenty-five (25) years in Connecticut, the last fifteen (15) years in Portland, will receive \$1,202 in addition to their normal salary.

B. Any teacher who has served a total of thirty (30) years, the last twenty-five (25) of which are in Connecticut, the last twenty (20) years of service in Portland, will receive \$1,748 in addition to their normal salary.

Note: If a teacher fulfills both of these conditions, the total payment will still be just \$1,748.

Any teacher hired after July 1, 1996, will not receive longevity payment in accordance with the above provision.

ARTICLE 33
REQUIREMENTS FOR ADVANCEMENT ON THE SALARY SCALE

A. The Board reserves the right to withhold any salary increases in cases where the teacher is not evaluated as satisfactory or better.

B. Teachers accepting employment or a contract agree to accept the assignment of the Board through the Superintendent of Schools within their field of certification.

C. Teachers who are not considered satisfactory shall be notified, in writing, of their deficiencies and be given such reasonable time to improve as the Board may determine. Continuation of less than satisfactory work will call for the teacher's dismissal.

D. The Board will pay up to \$600 for tuition for three credit courses approved by the Superintendent prior to being taken by teachers. This provision will have a maximum total expenditure of \$20,000 per contract year.

Application for such reimbursement must be submitted in writing to the Superintendent prior to the start of the course. At the end of the school year, the total cap expenditure for that school year will be distributed to all applicants with an understanding that each applicant is reimbursed for one course up to \$600 prior to disbursement of remaining monies for additional courses. In the event that the maximum cap is not sufficient to reimburse each applicant \$600 for one course, the total cap expenditure for that school year shall be divided equally among all applicants.

ARTICLE 34
EXTRA PAY FOR EXTRA DUTY

A. Teachers may receive additional compensation above the salary scale for extra assignments in coaching and extra-curricular duties. When teachers are assigned to carry out the responsibilities they will be paid the stipends which are listed. All positions for extra pay will be voluntary.

B. When openings occur in extra curricular activities, the Superintendent of Schools

will notify the staff in accordance with Article 3, Vacancies.

- C. Consideration will be given to prospective candidates in the following order:
 - 1. Qualified members of the teaching staff in the building where the activity or coaching takes place.
 - 2. Qualified members of the teaching staff in other Portland school buildings.
 - 3. Qualified persons not on the teaching staff.
- D. The Superintendent of Schools will make the final decision.
- E. The list of extra-curricular position rates and/or criteria for pay appears in Appendices B, C, and D.

ARTICLE 35
DEATH OR RETIREMENT BENEFIT

- A. Upon retirement, the teacher shall be awarded three-fourths (3/4) of his/her accumulated days of sick leave times seventy one dollars (\$71). Teachers shall have the option of receiving this payment on July 1 or January 1, following his/her retirement.
- B. A teacher must notify the Board by the December 1 preceding his or her retirement (with the exception of acts of God, severe illness, or unusual condition) to be eligible for the above stated retirement benefit.

ARTICLE 36
INSURANCE BENEFITS

This Article and the attached insurance matrix document contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail.

- A. In the 2013-2014 school year, a 18% premium share contribution will be applied to the cost of all coverage regardless of level. In the 2014-2015 school year, a 19% premium share contribution will be applied to the cost of all coverage regardless of level. In the 2015-2016 school year, a 20% premium share contribution will be applied to the cost of all coverage regardless of level. The Board of Education pays for individual dental coverage. If the employee elects dependent dental coverage, this premium is at the employee's expense.
 - 1. Full-time teachers may select insurance coverage from either Plan A, Plan B or Plan C as described in Section E below:
 - 2. Group Life Insurance Coverage \$50,000.00 with the Board assuming the full cost of the premium.

3. Dental Coverage (options)

B. In each case when the name of the particular company or specific plan has been used, the intent is to indicate a specific type of insurance benefit and not to establish a relationship with one particular company or any specific type of insurance benefit with other companies. The Board shall have the right to change insurance carriers in whole or in part, in order to provide the insurance coverage set forth below, provided that the plan(s) which result from change in carriers or third party administrators are comparable to the plan(s) described below, in terms of coverage, benefits and administration.

Prior to any change in insurance plans, administrators or carriers, the Board shall notify and consult the Association. The representative of the insurance carrier/administrator shall meet with the President of the Association to explain any proposed changes. If the President does not approve of a proposed change as recommended by the Superintendent, he/she shall submit a written statement detailing the reasons for such disapproval specifically listing the reductions in the level of benefits, service or administration to which he objects. The Association must submit this written statement within thirty (30) days of meeting with the insurance representative. Failure to submit such statement within the thirty (30) day time period shall be deemed approval of the proposed plan, and a waiver of any right to arbitrate the issue.

If the Association disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen (15) calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan. The sole substantive issue for arbitration shall be: Is the proposed insurance plan(s) comparable to the existing plan(s) in terms of benefits, coverage and administration? Arbitration in accordance with the rules of the American Arbitration Association shall be the exclusive method for deciding the above issue.

C. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a Section 125 salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of the health insurance premiums.

D. The Board shall allow teachers to participate in a long-term disability plan. Teachers electing the plan shall pay fifty percent (50%) of the cost of the premium and the Board shall contribute the remaining 50%. Such plan shall have a waiting period of 180 days and provide a monetary benefit of 66 2/3% of salary to a maximum of \$3,000 per month. If a teacher elects to increase the monthly benefit, he/she will assume the additional cost.

E. The Portland Board of Education shall provide eligible teachers with the following plans, at the option of the eligible teacher, subject to the premium share contribution set forth in Section A of this Article:

Plan A) Anthem Century Preferred POS Plan:

Co-pays:

Office:	\$20
In-patient:	\$500
Out-patient:	\$150
ER:	\$100

Urgent Care: \$50
High Cost Diagnostic \$75
Prescriptions (MP4): \$10/\$25/\$40 with an unlimited max.
Mail Order 2 x payment

Out of Network:
Deductible: \$500/\$1,000/\$1,500
Coinsurance: 70%/30%
Cost Share Maximum \$3,000/\$6,000/\$9,000
Lifetime Maximum unlimited

TMJ; foot orthotics will not be covered

Plan B) Anthem Bluecare Plan:

Co-pays:

Office: \$20 (specialist \$30)
In-patient: \$500
Out-patient: \$150
ER: \$100
Urgent Care: \$50
High Cost Diagnostic \$75
Prescriptions (MP4): \$10/\$25/\$40 with an unlimited max.
Mail Order 2 x payment

TMJ; foot orthotics will not be covered.

Plan C)

Anthem Lumenos High Deductible Health Plan:

\$2,000 deductible single/\$4,000 deductible single + 1 or family

Once the deductible is met, there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a MP4 3 tier drug rider with co-pays of \$10 Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Out of network services will be subject to a 70%/30% plan coinsurance with an in network coinsurance maximum of \$1,000 for the individual and \$2,000 for the family and an out-of-network coinsurance maximum of \$2,000 for the individual and \$4,000 for the family, with an out-of-pocket maximum of \$3,000 for the individual and \$6,000 for the family (in-network) and \$4,000 for the individual and \$8,000 for the family (out-of-network).

In year 1 of the contract (July 1, 2013 through June 30, 2014), The Board agrees to contribute fifty (50%) of the HDHP deductible; in year 2 of the contract (July 1, 2014 through June 30, 2015), the Board agrees to contribute fifty (50%) of the HDHP deductible; in year 3 of the contract (July 1, 2015 through June 30, 2016), the Board agrees to contribute fifty (50%) of the HDHP deductible. The Board's contribution shall be made on a monthly basis.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

The Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on a monthly basis in each contract year. The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A Health Savings Account (HSA) is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

ARTICLE 37
SALARY/INSURANCE BENEFITS PART-TIME TEACHERS

Placement and advancement on the salary schedule for part-time teachers who work less than .50 shall be determined by the Superintendent of Schools. Part-time teachers who hold a position of at least .50 shall receive prorated annual salary raises consistent with their placement on the salary scale and their years of teaching.

Additionally, part-time teachers who hold a position of at least .50 of a full-time teaching position shall be entitled to all insurance and other benefits to the extent enjoyed by full-time teachers on a pro-rated basis. Teachers who hold a position of less than a .50 of a full-time teaching position shall not be eligible for insurance benefits but shall be entitled to all other benefits to the extent enjoyed by full-time teachers on a pro-rated basis. This provision shall not apply to any part-time teacher employed as of the 2004-05 school year.

In the event that the Board desires to offer a part-time teacher who works less than .50 a full-time teaching position, prior to submission of the offer, the Board and Union agree to meet to discuss placement of the part-time teacher on the salary schedule.

ARTICLE 38
SALARY PAYMENT

A. The first paycheck in each contract year will be issued on the first Friday after the start of the work year. Subsequent paychecks shall be issued in accordance with the Town's payroll cycle, provided such cycle is a bi-weekly cycle.

Teachers hired prior to July 1, 2013 may opt to receive 1/22 of their salary per paycheck or 1/26 of their salary per paycheck. Accordingly, teachers hired prior to July 1, 2013 may make a one time option to receive twenty-six (26) paychecks (in lieu of twenty-two (22) paychecks) on or before August 1, 2013. Those opting for the (26) paychecks option will maintain this option for the duration of the teacher's tenure with the school district or until the teacher rescinds the option in writing.

Those teachers opting the twenty-six (26) paychecks will receive all of their compensation no later than June 30th.

With respect to teachers who select the 1/26 option, the final four (4) checks shall be paid in addition to the last paycheck in June. Teachers hired on or after July 1, 2013 shall receive 1/22 of their salary per paycheck.

The last paycheck in a school year shall also correspond to the Town's payroll cycle closest to the last day of school, but no later than June 30th.

All teachers shall receive their remuneration via direct deposit.

ARTICLE 39
EARLY RETIREMENT INCENTIVE

The Board of Education, at its discretion, annually, may offer currently employed Portland teachers who file the necessary documents with the State Teachers' Retirement Board for a normal, early or disability pension program, an early retirement incentive. The Board shall notify the Association by November 1 of each year if it decides to offer an incentive.

ARTICLE 40
PERSONNEL FILE

A teacher may submit a written notation regarding any material placed in his/her file and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. In no case shall any anonymous and/or substantive, serious complaint of a third party not investigated by the administration be placed in any teacher's file.

ARTICLE 41
REDUCTION IN FORCE/RECALL

A. Prior to commencing action to terminate teacher contracts under the need to reduce staff, the Board of Education will consider its ability to reduce staff by:

1. voluntary retirements
2. voluntary resignation
3. transfer of existing staff members
4. voluntary leaves of absence

B. If a teacher has attained tenure status, the contract of employment may be terminated if the position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the school system. "Position available" shall include, according to law, any position for which said teacher is determined to be qualified and which is either open and available held by a non-tenured teacher in the district, or held by a tenured teacher with less seniority in the Portland Public Schools than the teacher whose position has been eliminated. Determination-of those to be released shall be in the following order:

1. non-tenured teachers holding initial education/provisional certification
2. non-tenured teachers holding professional educator certification
3. tenured teachers holding provisional certification
4. tenured teachers holding professional educator certification

C. The following considerations will be used to select those employees who are to be recommended for termination within the broad tenure and certification categories established above:

1. areas of certification
2. teaching experience in other positions which may be available
3. degree status
4. total years of teaching experience
5. total years of teaching experience in the school

6. qualifications and ability as determined by district evaluation of the teacher's performance.

D. When the Board of Education considers termination of the contract of a teacher it shall authorize the Superintendent to notify the teacher in writing that termination of his/her contract is under consideration. The notification and any subsequent proceedings related to termination will be in accordance with the provisions of C.G.S. §10-151, amended.

E. Nothing herein shall compel the promotion of a teacher to higher rank even though the teacher is qualified for such promotion and the position is open, and the teacher is being considered for termination under Board policy and this regulation.

F. Recall Procedure

If the employment of a teacher is terminated because of elimination of position, the name of the teacher shall be placed on a reappointment list and remain on such list for one (1) hiring seasons unless such teacher obtains employment as a public school teacher in another district, other than on a substitute basis, during that period. If a position becomes open during such period, the teacher who has been selected by the Board of Education as the person on the recall list who is certified and most qualified to hold that position, will be notified in writing by registered mail, sent to his/her last known address, thirty (30) days prior to the anticipated date of re-employment unless the opening occurs during a school year. The teacher shall accept or reject the appointment in writing within fifteen (15) days of date of letter registration. If the teacher rejects the appointment offer, or does not respond according to this procedure within fifteen (15) days, then the name of the teacher will be removed from the recall list. Teachers recalled under provisions of this Article shall have all previously earned sick leave days reinstated.

ARTICLE 42
JUST CAUSE

No teacher shall be disciplined, given a written reprimand, reduced in rank or compensation, denied an increment, or suspended without just cause.

ARTICLE 43
TRANSPORTATION ALLOWANCE

Teachers shall be remunerated for all Board approved travel related to their positions at the IRS rate.

ARTICLE 44
JURY DUTY

Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days.

ARTICLE 45
DISTANCE LEARNING/VIRTUAL HIGH SCHOOL

Every reasonable effort shall be made to not have distance learning reduce the total number of bargaining unit members employed, or hours worked as a result of the implementation of the distance learning. This does not preclude the use of distance learning to provide an instructional program where limited enrollment precludes a course offering taught by a bargaining unit member in a regular classroom setting.

In addition, the parties agree that if the issues raised by the Association's proposal develop during the term of the contract, the parties will agree to enter in mid stream bargaining in accordance with the provision of C.G.S. 10-153 (e).

ARTICLE 46
CLASS COVERAGE

A. Every reasonable effort shall be made not to have special area teachers cancel student services in order to provide coverage in a classroom.

B. When substitutes are unavailable, teachers maybe assigned to cover classes. Any teacher who loses his/her preparation time due to class coverage shall receive \$27.03 for each preparation period lost due to class coverage.

ARTICLE 47
SICK LEAVE BANK

A. The Sick Leave Bank will not become effective unless there is participation by at least 50% of all eligible teachers.

B. Membership in the Sick Leave Bank is voluntary on the part of all teachers in the Portland School System. Each participating teacher, upon initially enrolling in the bank, shall contribute three days of his/her accumulated sick leave. Newly hired teachers must notify the Superintendents office by Oct 1st, of their decision to participate in the bank.

C. Each teacher enrolled in the bank will continue to donate two days of his/her accumulated sick leave to the bank in September of each year. If at the start of the school year the bank contains 300 days or more, that year the enrolled teacher will not be assessed.

D. The bank will not be depleted below a level of 100 days. If the bank is depleted below 100 days, each participating teacher will be required to contribute two additional days at that time.

E. A participating teacher shall apply to the Superintendent to withdraw days from the Sick Leave Bank. The Superintendent will require the submission of medical proof of illness at any time a participating teacher utilizes the sick leave bank, either by the teacher's own physician or by a physician named by the Portland Board of Education, at it's own expense.

F. The teacher withdrawing membership in the Sick Leave Bank will not be able to withdraw contributed days.

G. Participating teachers shall be permitted to withdraw days from the Sick Leave Bank according to the following criteria:

1. a teacher must exhaust his/her own sick leave.

2. a teacher must be sick 60 consecutive days before he/she is eligible to apply to the Sick Leave Bank. Special circumstances at the discretion of the Superintendent, may be applied to G.2.

H. Maximum withdrawal from the Sick Leave Bank per occurrence is 110 days for those participating.

I. Participating teachers who withdraw sick leave days from the Sick Leave Bank will have to replace those days at 50% of the usage. The days will be deducted at the rate of 50% of the eighteen days allotted each year until one-half of the total used is returned to the bank.

J. Teachers employed in the district during the 2012-2013 school year, who are not enrolled in the bank, shall be given a one time opportunity to enroll by October 1st of 2013.

ARTICLE 48
SUMMER SCHOOL PROGRAM

A. All openings for these positions shall be posted in accordance with Article. 3, Vacancies.

B. Staff hired to teach in the summer school program shall be compensated at the rate \$43.59 per hour in year one (July 1, 2013 through June 30, 2014) of the contract, \$44.64 per hour in year two (July 1, 2014 through June 30, 2015) of the contract and \$45.73 per hour in year three (July 1, 2015 through June 30, 2016) of the contract.

ARTICLE 49
TEAM PROGRAM

Individual teachers, who are participants in the TEAM Program shall be granted two (2) professional days per year to prepare necessary requirements.

SIGNATURES

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective President and Chairman, and attested to by their respective secretaries.

PORTLAND SCHOOL DISTRICT

Date _____

By _____

EDUCATION ASSOCIATION OF PORTLAND

Date _____

By _____

APPENDIX A-1
PORTLAND TEACHERS' SALARY SCALE

2013-2014

<u>Yrs. of Exp.</u>	<u>Level</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>6th year</u>
0-1	1	41,543	45,256	47,915
2-4	2	42,778	46,484	49,134
5	3	44,119	47,822	50,474
6	4	45,457	49,161	51,813
7	5	47,934	51,638	54,289
8-9	6	50,077	53,779	56,432
10	7	52,755	56,458	59,110
11-12	8	55,432	59,135	61,788
13	9	58,215	61,581	64,571
14-15	10	61,428	65,131	67,784
16-17	11	67,403	71,131	73,801
18	12	73,070	77,034	79,861

Doctorate: \$1,000 additional to 6th year schedule to any teacher that qualifies as per Article 21.

Longevity: \$1,202 or \$1,748 additional to any teacher who qualifies as per Article 35.

5th Year: Teacher's receiving remuneration in accordance with the 5th year salary scale set forth in the July 1, 2010 through June 30, 2013 collective bargaining agreement shall receive a salary of \$73,813 for the July 1, 2013 through June 30, 2014 contract year.

There shall be no step movement during the 2013-2014 contract year.

APPENDIX A-2
PORTLAND TEACHERS' SALARY SCALE

2014-2015

<u>Yrs. of Exp.</u>	<u>Level</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>6th year</u>
0-2	1	42,789	46,614	49,352
3-5	2	44,061	47,878	50,608
6	3	45,443	49,257	51,988
7	4	46,821	50,636	53,368
8	5	49,372	53,187	55,918
9-10	6	51,579	55,393	58,125
11	7	54,337	58,152	60,883
12-13	8	57,094	60,909	63,641
14	9	59,961	63,428	66,508
15-16	10	63,271	67,085	69,818
17-18	11	69,425	73,265	76,015
19	12	74,349	78,383	81,259

Doctorate: \$1,000 additional to 6th year schedule to any teacher that qualifies as per Article 21.

Longevity: \$1,202 or \$1,748 additional to any teacher who qualifies as per Article 35.

5th Year: Teacher's receiving remuneration in accordance with the 5th year salary scale set forth in the July 1, 2010 through June 30, 2013 collective bargaining agreement shall receive a salary of \$75,105 for the July 1, 2014 through June 30, 2015 contract year.

There shall be no step movement during the 2014-2015 contract year.

APPENDIX A-3
PORTLAND TEACHERS' SALARY SCALE

2015-2016

<u>Yrs. of Exp.</u>	<u>Level</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>6th year</u>
0-3	1	43,966	47,896	50,709
4-6	2	45,273	49,195	52,000
7	3	46,692	50,611	53,418
8	4	48,108	52,028	54,835
9	5	50,730	54,650	57,456
10-11	6	52,997	56,916	59,723
12	7	55,831	59,751	62,557
13-14	8	58,665	62,584	65,391
15	9	61,610	65,172	68,337
16-17	10	65,011	68,930	71,738
18-19	11	71,334	75,279	78,105
20	12	75,917	80,036	82,973

Doctorate: \$1,000 additional to 6th year schedule to any teacher that qualifies as per Article 21.

Longevity: \$1,202 or \$1,748 additional to any teacher who qualifies as per Article 35.

5th Year: Teacher's receiving remuneration in accordance with the 5th year salary scale set forth in the July 1, 2010 through June 30, 2013 collective bargaining agreement shall receive a salary of \$76,689 for the July 1, 2015 through June 30, 2016 contract year.

There shall be no step movement during the 2015-2016 contract year.

Extra Curricular Stipend Scale

COACHING:	Number	2013-2014	2014-15	2015-16
<u>High School:</u>	Positions	Stipend	Stipend	Stipend
Athletic Director (MS/HS)	1	7,369	7,546	7,730
Baseball	1	4,473	4,580	4,692
Assistant Baseball	1	3,637	3,724	3,815
Softball	1	4,473	4,580	4,692
Assistant Softball	1	3,637	3,724	3,815
Tennis	1	3,981	4,077	4,177
Cross Country	1	3,981	4,077	4,177
Spring Track	1	4,916	5,034	5,157
Assistant Spring Track	2	4,032	4,129	4,230
Winter Indoor Track	1	4,032	4,129	4,230
Soccer	2	4,473	4,580	4,692
Assistant Soccer	2	3,634	3,721	3,812
Wrestling	1	5,407	5,537	5,672
Assistant Wrestling	1	4,423	4,529	4,640
Golf	1	4,081	4,179	4,281
Girls Basketball	1	6,144	6,291	6,445
Boys Varsity Basketball	1	6,144	6,291	6,445
JV Assistant Basketball	2	4,522	4,631	4,744
Freshman Basketball	1	2,458	2,517	2,578
Cheerleading	1	3,686	3,774	3,866
 <u>Middle School:</u>				
Boys & Girls Basketball	2	4,522	4,631	4,744
Boys & Girls Soccer	2	2,507	2,567	2,630
Softball	1	2,507	2,567	2,630
Baseball	1	2,507	2,567	2,630
Boys & Girls Track	2	2,507	2,567	2,630
Cross Country	1	1,818	1,862	1,907
Intramurals	1	2,114	2,165	2,218
Intramurals /Activities		2,114	2,165	2,218

**Education Association of Portland
Extra Curricular Stipend Scale**

ACTIVITY STIPENDS:	Number	2013-2014	2014-15	2015-16
<u>High School:</u>	Positions	Stipend	Stipend	Stipend
CAPSTONE	6	228	233	239
Art Coordinator/Art Club	1	1,284	1,315	1,347
Auditorium Coordinator	1	2,955	3,026	3,100
Chemical Hygiene Officer	1	1,615	1,654	1,694
Costume Designer (Musical)	2	442	453	464
Diversity Club	1	559	572	586
Drama Club (alternate years)	1	883	904	926
Drama Play	1	2,487	2,547	2,609
Future Business Leaders Of America (FBLA)	1	538	551	564
High School Musical	5	2,488	2,548	2,610
Honor Society	1	983	1,007	1,032
Intramurals	1	776	795	814
Greenhouse/Garden Club	2	1,077	1,103	1,130
Jazz/Marching Band	1	4,666	4,778	4,895
Math League	1	1,284	1,315	1,347
JV Math League	1	620	635	651
Senior Class Advisor	2	1,175	1,203	1,232
Junior Class Advisor	2	944	967	991
Sophomore Class Advisor	2	708	725	743
Freshman Class Advisor	2	589	603	618
Ski Club	1	1,194	1,223	1,253
Virtual High School	2	620	635	651
Yearbook	1	1,711	1,752	1,795
Student Senate and Activity Advisor	1	4,091	4,189	4,291
Student/Parent Portal Coordinator	1	620	635	650
*ACT Advisor inactive for 2012-2013 but may be reinstated in future				
<u>Middle School:</u>				
Art Club Advisor	1	776	795	814
Chemical Hygiene Officer	1	559	572	586
Chess Club	1	589	603	618
LEGO League	1	1,027	1,052	1,078
Jazz Band	1	2,336	2,392	2,450
Play Advisor	1	1,308	1,339	1,372
Assistant Play Advisor	1	1,308	1,339	1,372
Ski Club	1	1,194	1,223	1,253

Student Council	1	991	1,015	1,040
Yearbook	1	634	649	665

**Education Association of Portland
Extra Curricular Stipend Scale**

ACTIVITY STIPENDS:	Number Positions	2013-2014 Stipend	2014-15 Stipend	2015-16 Stipend
<u>Brownstone:</u>				
Art Club Advisor	1	776	792	814
Future Problem Solvers	1	2,117	2,168	2,221
Intramurals	2	2,114	2,165	2,218
Newspaper Club Advisor	1	386	395	405
Play Advisor	1	1,263	1,293	1,325
Chess Club	1	295	302	309
Yearbook Club Advisor	1	634	649	665
<u>Gildersleeve:</u>				
Play Advisor	1	1,263	1,293	1,325
Youth Art Month	1	954	977	1,001
<u>District:</u>				
Team Leaders	12	2,585	2,647	2,712
7-12 Department Heads		6,269	6,419	6,576
TEAM Facilitator		2,585	2,647	2,712
TEAM Mentors	20	570	584	598
Homebound Tutors		34/hr	35/hr	36/hr
Hourly Assignments (including Homebound tutors, curriculum writing and other assignments)		34.19/hr	35.02/hr	35.87/hr
Web Coordinator	1	2,117	2,168	2,221

APPENDIX C

SABBATICAL LEAVE

_____ Date of Birth _____

Last First Middle

Home Address _____ Telephone No. _____

Local Address _____ Telephone No. _____

Sabbatical Address _____

Education: B.A. _____ M.A. _____ 6th Year _____

How many years have you taught? ___ In Portland? ___

Describe in a brief paragraph why you are applying for sabbatical leave.

I agree, if selected, to return as an employee of the Portland Board of Education for a minimum period of three (3) full school years following my sabbatical leave, or, in lieu of returning, I shall reimburse the Board of Education for the full amount paid me by it, during my sabbatical leave, plus interest at the legal rate and all insurance premiums paid on my behalf.

Date: _____ Signed: _____

STATE OF CONNECTICUT)
COUNTY OF MIDDLESEX)

On the _____ of _____ the above signed _____
personally appeared and made oath to the truth of the statement in the above application by
him/her submitted and subscribed.

Notary Public
My Commission Expires: _____

Date application received: _____

Superintendent of Schools

APPENDIX D

GRIEVANCE FORM

GRIEVANCE NO. _____

Date of Filing _____

Stage

1) Building Principal _____

2) Superintendent _____

3) Board _____

1. GRIEVANT _____

2. POSITION _____

3. Contract provision(s) alleged violated

4. Time, date, place of occurrence _____

5. STATEMENT OF THE GRIEVANCE (Include events and conditions of the Grievance and persons responsible)

6. REDRESS SOUGHT

7. I will _____ will not _____ be represented by the Association.

Date Submitted: _____ Grievant

Date Received: _____
Position _____

APPENDIX D-1

GRIEVANCE NO. _____

GRIEVANCE RESPONSE

1. NAME OF GRIEVANT _____

2. NAME OF RESPONDER _____

POSITION _____

RESPONSE TO GRIEVANCE:

Date: _____

By: _____

Signed

INITIAL APPLICABLE STATEMENTS

_____ I hereby accept the above determination

_____ I hereby decline the above determination

_____ I intend to process the grievance to the next step

Date: _____

Signature of Grievant

APPENDIX E

For Informational Purposes Only

§ 46a-60. Discriminatory employment practices prohibited

(a) It shall be a discriminatory practice in violation of this section:

(7) For an employer, by himself or his agent: (A) To terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent: to return unless in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and- the employer or pregnant employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus; (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of this subdivision may be appealed under the provisions of this chapter; or (G) to fail or refuse to inform his employees, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position.

