AGREEMENT BETWEEN

THE PORTSMOUTH SCHOOL BOARD

AND

THE ASSOCIATION OF PORTSMOUTH SCHOOL ADMINISTRATORS

EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2014

ARTICLE I
RECOGNITION

The Portsmouth School Board recognizes the Association of Portsmouth School Administrators comprising building principals, assistant principals, and directors as listed by position in this Agreement for the purpose of salaries, working conditions, and benefits. If the position title of an Association member is changed but the function remains essentially unchanged, then the person filling that position and carrying out its function shall be considered as part of the Association and said person shall be entitled to the salary, working conditions, and benefits as agreed to between the School Board and the Association. The work year of all positions in this contract shall remain the same for the duration of the contract. New positions created shall have a working year as designated and agreed upon by the School Board and the Association. If this position is designated as a management position, the new employee shall be scheduled as outlined by the article on the salaries. The Association is thus professionally responsible for the operation of the Portsmouth School System and considers itself an integral part of the system in its relationship with Central Office administrators and with the School Board.

ARTICLE II
EXISTING CONDITIONS OF EMPLOYMENT

Association members shall be entitled to all financial and leave benefits; along with working conditions as negotiated between the Association of Portsmouth Teachers and the Portsmouth School Board, unless otherwise specified in this contract. It is understood that Administrators shall not receive a strategic planning stipend. Association members shall receive said benefits simultaneously with the teachers. Additional benefits to which the Association is entitled are contained within this Agreement.

Health insurance premium payments shall be based upon the teachers' contract. It is agreed that the optional health insurance plans to be made available to Administrators shall provide for a one hundred dollar ($100.00) emergency co-pay.

Professional Learning Projects: Administrators agree to support the School District's administration of the Profession administration of the Professional Learning Projects (PLP) for teachers. Administrators will not join PLPs with teachers, but may initiate PLPs with other administrators, subject to the same terms and conditions as the PLP program in the Association of Portsmouth Teachers contract.

ARTICLE III
LONGEVITY

Effective July 1, 2008:

After 13 yrs.	$2729
After 16 yrs.	$3276

Administrators with more than 25 years of service in the District are eligible to join the Interdisciplinary Council. The Council will meet no more than quarterly during off-duty hours at the call of the Superintendent to provide input on curricular and instructional issues to the Curriculum Committee. Attendance at meetings will be mandatory. Eligible administrators joining the Council will be eligible for a $4000 base rate adjustment in lieu of a longevity adjustment. Hours will count for certification but not count for Professional Learning Project credits.

Effective July 1, 2010 and July 1 of each year through June 30, 2013, the longevity schedule will be adjusted by the 10 year rolling COLA.

Longevity will be based on years employed in the Portsmouth School District in any certified capacity.

ADVANCED DEGREE

Beginning in 1987/88 the payment will be the same as negotiated by the Association of Portsmouth Teachers starting at the Masters level, except that there shall be no increase in the advanced degree schedule for Administrators in 2009-10. The schedule shall be as follows:

Steps 1-12:

2008-09	Rolling 10-year average COLA.
2009-10	No change.
2010-11	Rolling 10-year average COLA.
2011-12	Rolling 10-year average COLA plus $300.
2012-13	Rolling 10-year average COLA.
2013-14	Rolling 10-year average COLA.

Step 13:

2008-09	Rolling 10-year average COLA plus 5% plus $750.
2009-10	No change.
2010-11	Rolling 10-year average COLA plus 5%.
2011-12	Rolling 10-year average COLA plus 5%.
2012-13	Rolling 10-year average COLA plus $300.
2013-14	Rolling 10-year average COLA.

Adjustments will be made to contracts for any course work completed prior to September 1, if the transcript is received in Central Office before this date. It is the employee's responsibility to notify Central Office that an adjustment should be made. Any credits earned after September 1 applicable for additional money will be on the following year's contract. For each ten (10) hours of staff development time, one (1) credit will be recorded to a maximum of five (5) credits every three (3) years within each administrator's re-certification cycle provided that each formal course count only once toward such payments. Such credits must be directly related to improvement within the administrator's assigned area. The administrator must initiate all such adjustment requests.

ARTICLE IV
PROFESSIONAL LEAVE

Each member shall be entitled to attend various professional conferences with the prior approval of the Superintendent. Each member shall be reimbursed up to three hundred and fifty dollars ($350) for each school year. Said allowance may be transferable from one member to another with prior approval of the Superintendent. During each school year, two members shall receive five hundred dollars ($500) each towards the cost of a national conference. The five hundred dollars ($500) will be in addition to the member's allotted yearly amount.

ARTICLE V
SICK LEAVE

5-1 Each Association member will be granted fifteen (15) days leave per year for personal illness or illness in the immediate family. After five (5) years in the Portsmouth School System, sick leave will be earned at the rate of twenty (20) days per year with a total accumulation of two hundred fifty (250) days. [See Section 5-10 with respect to limitations established for employees hired by the School Department after June 30, 1996 who become administrators.]

5-2 Utilization of the sick leave entitlement up to fifteen (15) days may be for the purpose of illness in the immediate family. Enlargement of the foregoing provision may be made in extenuating circumstances upon the recommendation of the Superintendent and approval of the School Board.

5-3 In the event of prolonged absence as a result of accident or illness, the School Board will consider circumstances that might warrant extension of full or partial sick pay.

5-4 A leave bank is hereby established which entitles an individual for reasons of personal illness to borrow, in advance, sick leave not yet accumulated, not to exceed the number of days in the member's contract. The leave bank may only be used if long-term disability is not available.

5-5 When an individual who has borrowed from the sick bank returns to work in the System, he/she will repay the sick bank at a rate of fifty percent (50%) of sick days that he/she is accumulating after returning to work.

5-6 In the event that a member leaves the System owing time to the sick bank, such time will be repaid in cash (days times the rate per day paid to the individual when the time was borrowed) over a period not to exceed three (3) years. This may be expanded with School Board approval.

5-7 The School Board will purchase term life insurance for each member in an amount equal to two (2) times the annual income of the member. The member's beneficiary and the School System will be co-beneficiaries of this insurance. In the event that a member dies while under contract to the School System, any sick leave borrowed from the sick leave bank will be repaid to the School System from the proceeds of the insurance. The balance of the proceeds will be turned over to the beneficiary named by the member. Additional life insurance may be purchased by the member. The member will pay for this insurance on a monthly basis.

5-8 The School Board shall purchase income protection insurance for each member to begin on the thirty-first (31st) day of disability in an amount equal to sixty-six and two-thirds percent (66 2/3%) of the monthly salary of the members at the date of disability and will continue through the age of sixty-five (65) and shall be coordinated with social security benefits. It is understood that a member shall not accept benefits under the income protection plan and simultaneously borrow time from the sick bank. The member and the School System shall be joint beneficiaries of this insurance. Should a disabled member owe days to the sick bank at the time he/she accepts payment under the income protection plan, it is agreed that these days will be repaid from the insurance proceeds over five (5) years.

5-9 Any member receiving sick bank or income protection benefits under Article V shall be entitled to sick leave, life insurance, retirement, disability insurance, and health insurance for a period of five (5) years. If a disabled member returns to work under this provision, he/she will be paid a salary upon return commensurate with the rate he/she would have received if he/she had not become disabled. After five (5) years the member will have the option of continuing these benefits at his/her own expense while the member is on disability he/she will be deemed to be under contract to the School System.

5-10 Association members shall receive ninety percent (90%) of all accumulated sick days (in cash payment at the per diem rate which the administrator last earned) upon retiring from the Portsmouth School System (with a maximum of 250 days as set forth in Section 5.1 above) or upon an administrator's voluntary resignation so long as the administrator has ten (10) or more years in the system. (The exception to this voluntary resignation provision is that an administrator resigning in the face of dismissal or non-renewal based upon charges of serious criminal misconduct will not be paid for accumulated sick leave under this contract even if the employee voluntarily resigns.) Employees hired by the School Department after January 1, 1996 who become school administrators shall be allowed to accumulate sick leave up to one hundred fifty (150) days based on the provisions in Section 5-1 but shall not be entitled to any payout upon retirement or death or resignation. It is understood that employees hired by the School Department prior to January 1, 1996 who become School Administrators after January 1, 1996 will receive payouts upon retirement, death, or resignation based upon their previous maximum allowance under the Collective Bargaining Agreement that applied to them prior to

their promotion. For the purpose of this Section, employees hired prior to January 1, 1996 who are RIFFED and recalled shall be considered hired as of their initial date of hire.

For an administrator entitled to a payout, the retiring administrator may elect the option of accepting this payment as extra compensation during the last three years of service prior to retirement. This article applies to those employees eligible to enter the New Hampshire Retirement System. This payment will be adjusted to reflect the contract in effect at the time of retirement. Further should an administrator covered by this contract die while in the employ of the Portsmouth School System, his/her heirs shall be entitled to be paid for the administrators accumulated (unused) sick leave at one hundred percent (100%).

5-11 Any person covered under this Agreement shall be granted sick leave for the purpose of maternity. The duration of sick leave will be dependent upon the person's health as determined by her doctor. Upon receipt of such notification from the physician, the Superintendent will assign the member to her former position or an appropriate alternate position.

5-12 Members retiring must notify the Superintendent by September 1 of their retirement year in order to receive their severance pay at retirement. If the member does not notify the Superintendent, he/she will receive severance pay not later than the fiscal year following his/her retirement. Notice of retirement shall be kept confidential within the Central Office until one year prior to official retirement.

ARTICLE VI
PERSONAL LEAVE

Each member shall be entitled to two (2) non-accumulative personal leave days per year to attend to matters that cannot be transacted at any other time. Personal leave does not accumulate.

Effective on July 1, 2009, eligible members will be entitled to four (4) personal days for the 2009-10 contract year only. This is a one-time only increase in personal days and will not carry forward into 2010-11. The additional personal days may not be carried forward or cashed out under any circumstances.

ARTICLE VII
COURSE REIMBURSEMENT

Each member shall be entitled to course reimbursement up to the cost of one four (4) credit course at the University of New Hampshire. With prior approval of the Superintendent, monies may be transferable among members to meet the full cost of that course and any additional courses.

ARTICLE VIII
MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS

Each person who wishes to become a member of the State and National Association shall have full cost of his/her dues reimbursed up to five hundred dollars ($500) for each school year by the School System. This provision is for membership in professional associations of the member's choice. Monies may be transferable among members of the Association.

ARTICLE IX
TRAVEL

All members of the Association shall receive for expenses incurred in business-related travel the following:

	2008-09
Principals	$434
Tech/Career Director	$434
Assistant Principals	$379
Dean of Students	$379
Athletic Director	$601
Chapter I Director	$768
Computer Director	$601
Student Services Director	$601

The travel stipend will increase by fifty dollars ($50.00) in 2009-10. In each year thereafter through June 30, 2014, the travel stipend will increase by the COLA adjustment as described in Article XV.

ARTICLE X
ASSIGNMENTS AND REASSIGNMENTS

In the event of a reassignment during a contract year, no member shall incur a loss of pay resulting from such reassignment for the balance of that contract year. However, if the Association member initiates a request for such reassignment, his/her individual contract can be appropriately adjusted. The administrator transferred or reassigned involuntarily will continue to receive the daily rate of pay for the position from which he or she was transferred or the position to which he or she is being transferred, whichever is greater. The number of work days for the transferred administrator shall be established by mutual agreement.

Should any Association position (or portion of a position) be considered for elimination, the Superintendent shall discuss the matter with the chairperson of the Association negotiation team prior to making a decision regarding the elimination of the position or a portion of a position. See Section X-A below regarding the School Board's obligations with respect to position elimination.

The date for notification to Administrators of contract non-renewal shall be April 1.

ARTICLE X-A
POSITION ELIMINATION

A. Entire Position Elimination:

If the Board decides to eliminate a position, the administrator affected may apply for any administrative opening in the system. (Openings in the system will be filled by the most qualified applicant, including outside applicants).

If the affected administrator is not awarded another position as an administrator in the system, he/she will be offered a teaching position so long as the administrator has the seniority under the APT's Collective Bargaining Agreement to get a full-time teaching contract in the next school year. If the administrator losing a position due to a job elimination would not have seniority to hold a teacher's full-time position and has 10 or more years of service with the Portsmouth School Department, the School Board will give the administrator one year's notice prior to the elimination of the administrator's position or one-half (1/2) of his/her annual salary in lieu of notice. The decision as to whether to give notice or pay in lieu of notice shall be at the discretion of the Superintendent. "One year's notice" shall mean notice by June 1, for a school year commencing July 1 and running through June 30 of the next year.

In the event an administrator whose position is eliminated is unable to find a full-time teaching or administrator's position starting by the school year next following the notice year and said administrator has five years' of service with the Portsmouth School Department, then the Department will pay said administrator 90% of accumulated sick leave not to exceed 150 workdays unless the administrator is entitled to a greater payout of sick leave under Section V of the Contract based on voluntary termination payout for employees with ten (10) or more years of service. (Sick leave payout shall not be applicable to employees hired after January 1, 1996 regardless of the provisions set forth).

B. Positions Reduced to Half-Time:

If an administrator's position is going to be reduced to half-time and the administrator affected has ten (10) or more years of service with the Portsmouth School Department, the Administrator will be given one year's notice prior to the reduction to half-time or payment in lieu of notice of 25% of the current full-time salary. The decision as to whether to give the notice or pay in lieu of notice shall be mutually agreed between the administrator and the School Board.

ARTICLE XI
GENERAL

If any provision of this contract or any application of this contract to any Association employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
This contract constitutes School Board policy for the term of said contract and the School Board and the Superintendent shall carry out the commitments contained herein and give them full force and effect as School Board policy. The Association shall also carry out all of the terms and conditions contained herein, in the laws and according to regulations of governing boards.

ARTICLE XII
EVALUATION

Evaluations shall be conducted according to the policies adopted by the School Board. It is understood that administrator evaluations will be conducted with due consideration for the Strategic Planning Process. It is the aim of the School Board that administrators will establish goals in coordination with the Strategic Plan and in the furtherance of the Continuous Improvement Process. The Superintendent and the administrator shall jointly establish yearly goals and objectives which will provide the frame work for the annual evaluation.

ARTICLE XIII
PER DIEM RATE

Any Association member employed by the School System beyond his/her contracted days will be paid on a per diem rate based on the current salary of the fiscal year in which the work is performed. Any member who requests, in writing, to be employed beyond his/her contracted days shall submit his/her request to his/her supervisor who, through the Superintendent, will communicate his/her decision as soon as possible. Members who are required to work non-school days will submit these days as contracted days.

ARTICLE XIV
REQUEST FOR REASSIGNMENT TO A TEACHING POSITION

The following guideline shall be adhered to when a request for reassignment by an individual administrator (member of the Association) is submitted to the Superintendent of Schools, Portsmouth School System.

The administrator requesting reassignment, upon approval by the School Board, shall be granted salary and seniority commensurate with the total number of years invested with the Portsmouth School Department from the date of original hire.

ARTICLE XV
SALARIES

16.1 The Superintendent may nominate a candidate for a position covered by this Agreement at an annual rate that is not to exceed an amount of three thousand dollars ($3,000) for the first

year; two thousand dollars ($2,000) for the second year; and one thousand dollars ($1,000) for the third year below the salary on the schedule. If a person remains in that position, he/she will be placed on schedule after three (3) years. The salary per diem shall never be lower than the highest teacher's salary with a Master's Degree.

16.2 Elementary principals shall be paid by category.

Category A - Large schools: Dondero, Little Harbour

Category B - Medium schools: New Franklin

16.3 A person appointed to an acting position in the Association shall have his/her salary set in the same manner as a new person hired to fill a management position. (Note: New positions will be made known to the Association members prior to public announcement)

16.4 Each administrator will be paid twenty-six (26) payments, biweekly, starting with the first pay period in July.

Longevity, Advanced degrees and travel will be paid in a lump sum on the first pay day in December.

COLA Adjustment

Effective July 1, 2008 and July 1 of each year from July 1, 2010 through June 30, 2014 a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA Adjustment percentage shall be determined by the rolling ten (10)-year average in the CPI-U for the Boston-Brockton-Nashua--MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the ten (10) most recent calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Thus if the rolling ten (10)-year average CPI-U for the Boston SMSA (November 2003 – November 2004) is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.

Applicability After Contract Expires: It is clearly understood that in the event that the six year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2014 that no further COLA adjustments after July 1, 2013 will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as

the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2014.

Therefore the salary schedule effective with the 1st paycheck of 2008-09 will read as follows:

Position	Days	2008-09
Director	208	$72,126
PASS Principal	215	$75,625
Medium Elementary School Principals	225	$81,197
Large Elementary Principals	235	$85,643
High School Assistant Principal	208	$74,831
Middle School Principal	235	$89,430
High School Principal	235	$96,609
Middle School Dean of Students	208	$69,294
Director of Student Services	235	$81,720

Administrators will increase their work year by one (1) days in 2009-10 and an additional day in 2012-13.

ARTICLE XVII
DURATION

This contract shall be effective as of the date of its approval by the City Council and shall continue and remain in full force and effect until June 30, 2014. If no contract is signed upon the expiration of the old contract, then the old contract will be enforced.

SIGNATURES

Executed this 26th day of October, 2009.

For the Portsmouth School District:

Mitchell Shuldman, Chair
Portsmouth School Board

Thomas J. Flygare, City Negotiator

For the Association of Portsmouth School Administrators:

John Stokel, President

Middle School

Dr.Edward R. McDonough, Superintendent

Dianna Fogarty, Human Resources Director

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