AGREEMENT

BETWEEN THE

PORTSMOUTH SCHOOL BOARD

AND

ASSOCIATION OF PORTSMOUTH TEACHERS

Effective from July 1, 2008 through June 30, 2014

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SECTION I - BOARD AND ASSOCIATION

Article 1

RECOGNITION

For the purposes of collective negotiations pursuant to RSA 273-A, the BOARD recognizes the ASSOCIATION as the exclusive representative of all professional employees of the Portsmouth School System whether under contract, on leave or employed. Professional employees shall include any individual employed by the Portsmouth School System, the qualifications for whose positions are such as to require them to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of professional school personnel, EXCEPT that the term does not include members of the Superintendent's Advisory Council. This council consists of Principals, Directors, Coordinators, and Central Office Administrators. The ASSOCIATION agrees to negotiate for all professional employees without discrimination and without regard to membership in the ASSOCIATION.

Article 2

DUES DEDUCTION

The BOARD agrees to deduct from the salaries of its employees dues for the ASSOCIATION OF PORTSMOUTH TEACHERS, NEA-NH, and the National Education Association as said teachers authorize the BOARD to deduct. A check will be written to the ASSOCIATION equal to the amount deducted on a month-to-month basis.

Article 3

REPRESENTATION FEES

It is recognized that the negotiations for, and administration, of the AGREEMENT entails expenses which appropriately should be shared by all employees who are beneficiaries of this AGREEMENT. To this end, if an employee in the bargaining unit does not join the ASSOCIATION, such employee will, as a condition of employment by the BOARD, execute an authorization for the deduction of a "representation fee" which shall be a sum equivalent to membership dues and assessments required to be paid by members of the ASSOCIATION, which sum shall be retained for a scholarship fund. The committee to award the scholarship shall be made up of two administrators, two members of the ASSOCIATION, and one member of the "representation fee" group. The scholarship shall be given in the name of the ASSOCIATION OF PORTSMOUTH TEACHERS. The ASSOCIATION agrees to indemnify and defend the BOARD, the Portsmouth School District and SAU, the City of Portsmouth and any employee, official, agent, representative or attorney of any such entity from any claim arising out of or in any way connected with the "representation fee."

Article 4

PRESIDENT OF APT

The President of the ASSOCIATION OF PORTSMOUTH TEACHERS or his or her designee shall be released at full pay not to exceed the equivalent of three (3) days per year and the ASSOCIATION will reimburse substitute costs to the school system.

Article 5

EMERGENCY BOARD ACTION

The BOARD, subject only to the language of this AGREEMENT, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district. In an emergency affecting the health, safety, or welfare of the students of the schools, the BOARD may take whatever actions it deems necessary.

Article 6

ASSOCIATION MEETING

The September semi-annual meeting of the Teachers' Association will be between the hours of 8 a.m. and 3 p.m. on the workshop day that precedes the opening of school. This meeting will be approximately one (1) hour in length.

Article 7

USE OF SCHOOL BUILDINGS

The ASSOCIATION and its representatives shall have the right to use school buildings at all reasonable hours for meetings. This use must be within the hours when custodians are regularly employed and within accepted school policy.

Article 8

ASSOCIATION - USE OF FACILITIES AND EQUIPMENT

8.1 Representatives of the ASSOCIATION and their affiliates shall be permitted to transact ASSOCIATION business on school property at all reasonable times, provided that this shall not disrupt normal school operations.

8.2 The ASSOCIATION and its representatives shall have the right to use school facilities and equipment, including computers, typewriters, mimeograph machines, and other duplicating equipment at reasonable times when such equipment is not otherwise in use. The ASSOCIATION shall pay for the costs of all materials and supplies incidental to such use.

Article 9

BULLETIN BOARDS AND MAILBOXES

9.1 The ASSOCIATION and its representatives shall have the right to put notices and matters of ASSOCIATION concern on teacher's bulletin boards; at least one shall be provided in each building.

9.2 The Executive Board of the ASSOCIATION shall have the right to place notices,

circulars, and other material in the teachers' mailboxes, provided that such materials shall not relate to any State, local or national political matter of a non-educational nature, or any partisan political electioneering material. The ASSOCIATION shall take all reasonable steps to ensure that the material is not slanderous, libelous, or in any way flagrantly harmful to the school, its staff, or any other individual or group. Any materials will be in good taste. Copies of all materials distributed to the general membership, exclusive of material distributed to the Executive Board shall be given to building principals and the Superintendent, but their approval will not be required.

Article 10

SCHOOL BOARD MAILINGS

When the Superintendent compiles materials to be mailed to the BOARD concerning the School BOARD meeting, the Superintendent will furnish the President of the ASSOCIATION and the Chief Negotiator of the Association each with a copy of the same material. Also, any materials placed in the BOARD folders the day of a School Board meeting will be furnished to them. Any additional materials distributed at the BOARD meeting will be given to them or their designee.

Article 11

ASSOCIATION BUSINESS DURING THE SCHOOL DAY

Designated representatives of the ASSOCIATION shall be allowed to receive telephone calls and other communications concerning ASSOCIATION business at any time during school hours providing it does not disrupt the teacher's classroom assignment or interfere with the daily operation of the school.

Article 12

TEACHER/ADMINISTRATOR MEETINGS

The BOARD recognizes the right of all teachers to receive advice if they so desire. If a teacher meets with an administrator, the teacher, upon hearing the topic to be discussed, may request a representative from the ASSOCIATION to attend the meeting. This will apply in all cases except where the safety or welfare of a student is seriously threatened.

Article 13

NEGOTIATION PROCEDURE

13.1 Not later than October 1st of the year preceding the expiration of this AGREEMENT, the parties agree to enter into negotiations, in accordance with procedures set forth herein, in a good faith effort to reach agreement on all matters raised by either party concerning salaries and fringe benefits and other conditions of employment. Any agreement reached shall be reduced to writing and signed by the BOARD and ASSOCIATION. The BOARD shall make a good-faith effort to secure the funds necessary to implement said AGREEMENT. If such funds are not forthcoming, the BOARD and the ASSOCIATION shall resume negotiations regarding the matters affected thereby, in accordance with the provisions of the AGREEMENT.

13.2 The BOARD and the ASSOCIATION may, if they so desire, utilize the services of outside consultants, and may call upon professional representatives to assist in negotiations.

13.3 If, by December 1st, the parties fail to reach agreement on any matter or matters, which are the subject of negotiation, either party may declare impasse. In the event of an impasse, a mediator shall be appointed for the purpose of assisting the parties in reconciling their differences and resolving the controversy on terms, which are mutually acceptable.

13.4 A mediator shall be appointed by PELRB acting on its authority under RSA 273-A. The parties shall make selections in order of preference and return the list to PELRB for appointment. The mediator shall meet with the parties or their representatives, or both, as soon as possible, either jointly or separately, and shall take such other steps, as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. If the dispute is not resolved prior to the thirty (30) days after the impasse is declared and the parties agree in advance, the mediator shall recommend terms of settlement regarding the disputed matters submitted. Said recommendations shall be made within thirty (30) days of his/her appointment. Either the BOARD or the ASSOCIATION may make such findings and recommendations public if no agreement is reached within ten (10) days after their receipt from the mediator.

13.5 The costs for the services of the mediator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the BOARD and the ASSOCIATION.

Article 14

AGREEMENT PROVISIONS

14.1 This AGREEMENT shall be construed as a BOARD policy for the terms of said AGREEMENT, and the BOARD shall carry out the commitments contained herein, and give them full force and effect as though they were BOARD policy.

14.2 The BOARD agrees not to negotiate with any teachers' group or association, other than the designated unit in regard to any matter subject to negotiations under Article 13, Section 1 of this AGREEMENT as long as the ASSOCIATION shall represent a majority of the professional employees of Portsmouth, New Hampshire School System. This shall not prevent the BOARD from communicating or consulting with any individual teacher or group of teachers for any purpose the BOARD shall deem desirable in the discharge of responsibilities, nor shall it preclude any teacher from appearing before the BOARD in his/her own behalf on matters relating to employment by the BOARD.

14.3 This AGREEMENT may not be modified, in whole or in part, by the parties, except by an instrument in writing, duly executed by both parties.

14.4 Whenever any notice is required to be given by either party to this AGREEMENT to the other, pursuant to the provisions of this AGREEMENT, either party may do so by telegram, registered or certified mail, at the following addresses:

If by ASSOCIATION, to:	School Administrative Unit 52 School Board, School Department Clough Drive, Portsmouth, NH 03801
If by BOARD, to:	President of the Association, or his/her designee, at the appropriate address filed with the BOARD.

14.5 Except as this AGREEMENT shall hereinafter otherwise provide, all terms, conditions, of employment, and benefits in effect at the time this AGREEMENT is signed shall continue to be so applicable. Unless otherwise provided in this AGREEMENT, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any terms, conditions of employment, and benefits existing prior to its effective date.

14.6 If any provision of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

14.7 If any article or part of this AGREEMENT is held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the AGREEMENT shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

Article 15

CONTINUITY OF OPERATIONS

15.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year, and the avoidance of disputes, which threaten to interfere with such operation. The ASSOCIATION accordingly agrees, during the period of this AGREEMENT, that it will not, nor will any of its members acting in its behalf cause, authorize, or support, nor will any of its members take part in, a strike against the Portsmouth School System.

15.2 In the event that negotiations do not bring about an agreement by July 1 or a revised agreement by September 1, this contract remains in effect until an agreement is reached.

15.3 If negotiations are resumed due to a budget reduction and no revised agreement is reached by September 1, neither party shall take any action to impair the operation of the schools.

Article 16

RE-EMPLOYMENT NOTICE/JUST CAUSE

16.1 Teachers under a continuing contract who are not to be re-employed in the district shall be notified in writing no later than April 1. No teacher shall be non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any professional advantage without just cause, except that the non-renewal or dismissal of teachers during their probationary period in the district will be dealt with according to RSA 189:13 and 14 and shall not be subject to the grievance procedure.

Effective 2008-09, a committee will be established by the Association and the administration to establish an evaluation process for athletic coaches. The current evaluation process will remain in place pending agreement on a new process.

16.2 It is understood by both parties, that a teacher who is re-employed off the RIF list and has never taught in that certified area, in a contracted capacity, will be placed in that position on a one-year trial basis. That teacher will demonstrate competency in that new position.

The teacher will devote 40 of the next 50 staff development hours to the new teaching assignment. Further, it is expected that 15 of those 40 hours will be accumulated during that first year.

Said teacher's status for employment in other certified areas will NOT be affected by Article 16.2.

Teachers so re-employed will be observed at least two (2) times resulting in an evaluation prior to January 1. If as a result of evaluations, the teacher is not renewed, he/she will be notified in writing with reasons stated no later than April 1. He/she will return to RIF list in that certification and will not be rehired in that certification until he/she has demonstrated competence in a position in that certification.

Article 17

RIGHTS OF THE PARTIES

There shall be no reprisals taken against any teacher by reason of membership in the ASSOCIATION or participation in its lawful activities, nor shall action be taken against a teacher for processing a grievance.

Article 18

HEALTH AND SAFETY

18.1 The BOARD shall provide a safe and healthy classroom environment.

18.2 The BOARD will reimburse each teacher the fee for the criminal record check charged by the Department of Safety when teachers renew their state certificate.

SECTION II - RESPONSIBILITIES OF PROFESSIONAL EMPLOYEES

Article 19

WORK YEAR

19.1 The teacher work year shall be no more than 186 days in 2008-09, 2009-10, and 2010-11, and 187 days in 2011-12 and 2012-13 and 2013-14 except that teachers initially entering the Portsmouth School System will be expected to appear one additional day prior to the opening of school.

19.2 The Association shall be responsible for the development of the school calendar. The Association shall make a provision for staff, SAU #50 and parent input, and shall consult with the Superintendent. The Association shall provide a final draft of the calendar to the School Board for final approval by the first meeting in February.

19.3 Any member required by the School Department to work beyond his/her contracted days will be paid on a per diem based on position and current step for the fiscal year in which the extra work is performed, with the exceptions noted in 19.1.

19.4 Some teachers, specialists or librarians, may have work situations that require one (1) or more days in-school time at the beginning and/or at the end of the school year without normal student contact. These professionals shall have the number of student free days equal to the number of buildings in which they teach. This Section shall apply to elementary school teachers in Physical Education, Art, Music, English Second Language, Speech,

Occupational Therapy, and Computer.

Article 20

TIME REQUIREMENT

20.1 An eight (8) hour "on-site" workday will be established with a duty free lunch at least equal to student lunchtime. Teachers are expected to be available to:

A. Aid students on an after-school basis as needed.

B. Attend department or other professional staff meetings designed to provide meaningful professional growth or to clarify school business in general.

C. Conduct parent conferences.

D. Participate in Student Evaluation/Placement Team meetings as necessary.

E. Participate in other school-related activities as scheduled by the administration, such as the distribution of report cards, parent-teacher group meetings, and school sponsored activities. Participation and attendance assignments will be distributed among all staff as equitably as possible.

F. Meetings shall be programmed and attended by those teachers and administrators involved. These meetings will not exceed an average of two (2) hours per week and shall not be held during teacher planning time unless mutually agreed upon between the teachers and the administrators involved.

20.2 The eight (8) hour day shall be spent on school site and may include classes, study halls, student contact, planning, peer coaching, training, meeting in collegial groups, or other activities. As professionals, teachers need time in their schedule for other activities related to the educational process.

20.3 Elementary teachers will have planning time, including common team planning time, provided on a weekly basis within the confines of the eight (8) hour work day. The planning time will include special assignment blocks, such as art, music, physical education, computer and library period. Effective 2009-10, the administration, with Association input, may phase out the computer and library classes from planning time. However, this is not intended to lead to a decrease in planning time.

20.4 All part-time teachers will share classroom and duty assignments and responsibilities in proportion to their percentage of salary.

20.5 No more than two (2) periods per semester per subject certification may be filled with part-time employees unless special circumstances arise.

20.6 All teachers are expected to be in school a reasonable amount of time before and after school.

20.7 Work may be accomplished within the building or other appropriate setting. Before leaving the building, the teacher must inform the principal or supervisor of his/her destination, purpose and expected time of return.

20.8 The SAU will make every effort that is practical and possible to provide teachers with access to a telephone, which allows for confidential communications with parents.

Article 21

RELATIONSHIP OF PROFESSIONAL AND PARAPROFESSIONAL STAFF

21.1 A professional is defined as any person hired for a position for which professional certification is required and who bears the primary responsibility for the educational process in his/her area.

21.2 Professional and paraprofessional staff shall work together to provide quality education to the students in the Portsmouth Schools.

21.3 Professional staff may initiate and will participate in the process to determine the students to be assigned to the paraprofessional staff.

21.4 Professional staff shall participate in the selection of materials and preparation of the program to be implemented by the paraprofessional staff to plan lessons, implement lessons, diagnose, and/or evaluate.

Article 22

TEACHERS' HANDBOOK AND BOARD POLICIES

22.1 Each teacher shall be provided with one (1) copy of the appropriate school handbooks in September of each year. The Superintendent's office shall furnish the elementary teachers with the standard system-wide regulations and the individual building principals shall furnish respective building regulations.

22.2 The BOARD agrees to furnish each school in the district with at least one copy of the BOARD policies.

22.3 The BOARD agrees to furnish the ASSOCIATION with five (5) current copies of the staff directory.

22.4 The cost of printing this agreement will be shared equally between the BOARD and the ASSOCIATION.

Article 23

CLASS SIZE

23.1 Class sizes shall be determined by the classification under which they are listed. The ideal recommended class sizes are listed below:

Elementary . . . . 20 – 24

Middle School . . 24 – 27

Senior High . . . . 24 - 27

23.2 The District recognizes that certain students require more attention from the classroom teacher than do others. Therefore, in determining class sizes, the varied needs of all students will be considered, whenever possible. When considering identified handicapped students with Individualized Educational Plans, Student Evaluation/Placement Teams will use the following formula:

Handicap	Weight Factor
Mental Retardation	2.0-3.0

Hearing Impairment	1.5-3.0
Deafness	2.0-3.0
Handicap	Weight Factor
Speech or Language Impairment	1.0-2.5
Visual Impairment	1.5-2.0
Emotional Disability	1.5-3.0
Orthopedic Impairment	1.0-2.0
Other Health Impairment	1.0-3.0
Specific Learning Disability	1.0-2.5
Deafness - Blindness	2.0-3.0
Autism	2.0-3.0
Diagnosed Attention Deficit Disorder	1.0-3.0
504 Plan	1.0-1.5
Multiple Disabilities	2.5-3.0
Traumatic Brain Injury	2.5-3.0
Other	
Receiving services but not coded educationally	
Handicapped at this time	1.0-1.5
English as a second language	1.0-2.0

A current weighted count will be maintained by each building Principal in each school. The determination of classroom-weighted counts will include consultation with the SEPT Team and classroom teacher each time a weighted count list is completed. Within reason, students who are assigned a paraprofessional will not be over weighted.

The Superintendent, with Association input, will issue a memorandum no later than April 15 of each year re-emphasizing the importance of observing the language in this section.

23.3 The number of students assigned to a classroom shall not exceed the pupil stations that can reasonably be located in that area.

23.4 Any employee involved with an identified or potential handicapped student will be a member of the Student Evaluation/Placement Team and will attend and participate in the SEPT meetings for that student when required.

Article 24

PROFESSIONAL DEVELOPMENT

24.1 A statement of Professional Development credits will be issued to each teacher by October 1 of each year.

24.2 It is the responsibility of the employee to continually participate in Professional

Development and other training, both within and outside the district, for the purpose of professional growth and re-certification requirements. Employees are responsible for obtaining the required number of professional development hours in their area(s) of certification to fulfill the three-year timelines as outlined by the Department of Education.

It is the responsibility of the employer to provide during the school year in-service training to all employees whose assignments require them to teach students who have individual educational programs. Such in-service training shall focus on P.L. 94-142, other relevant laws, regulations, and standards of a like nature, and shall address especially the technical aspects involved in developing individualized educational programs and satisfying the requirements of the law.

Article 25

TEACHER RESPONSIBILITIES

25.1 Teachers are expected to attend SEPT team and parent conferences at mutually agreeable times.

25.2 Teachers' attendance at open house or visitation times scheduled for parent participation is vitally important. Teachers who are unable to attend may be asked to submit in writing their reasons to their principal.

Article 26

CONTINUOUS IMPROVEMENT PROCESS AND TEACHER EVALUATIONS

26.1 It is understood that the strategic planning process will involve a requirement that each teacher establish annual goals, which are measurable and ensure continuous improvement and achievement of student outcomes. These goals and their attainment shall be part of the evaluation process.

The parties agree and the BOARD delegates to the professional staff, through the established strategic planning process, the responsibility of organizing and implementing a system-wide evaluation program. The evaluation system will be established in such a way as to coordinate teachers and administrators' efforts in achieving the goals of the strategic plan as it is changed from time to time including a responsibility for achieving student outcomes. This committee shall also set forth a list of teachers' responsibilities and accountabilities and areas of evaluation.

The educational process is an extremely complex one and professional staff striving for excellence is the most important element in a sound educational program. Thus, evaluation of the educational process is essential and ongoing in order to ensure the retention of competent professionals.

Professional Staff Evaluations should serve the following purposes:

1. To aid the individuals to grow professionally.
2. To encourage high standards in the field of education.
3. To enhance the quality of educational services to the students' community.

Staff evaluations are designed to be positive in nature and to promote professional growth. There may be cause, as a result of the evaluation process which dictates that the BOARD dismiss, non-renew, or direct other appropriate action be taken in individual cases.

26.2 Since evaluations are designed to be positive in nature and to promote professional growth, the manner, method, time and location will be selected with these purposes in mind.

26.3 For the purpose of evaluations, the year will be considered from April 1 through March 31, except that first year teachers will be evaluated from September through June, unless stated otherwise in the continuous improvement plan.

26.4 Both parties must sign the formal written evaluation following a conference to discuss it. Such signatures indicate only that the evaluation has been completed and read by the staff member and not that he/she agrees with it.

26.5 If the staff wishes, he/she may submit comments for inclusion within five (5) school days.

26.6 In conformity with the intent of regulations and standards adopted for the implementation of P.L. 94-142, no employee shall be held accountable if a child does not achieve the growth projected in the Goals and Objectives of the child's Individualized Educational Plan.

26.7 The building administrator will send to the Superintendent a copy of the evaluation, which, after his/her review, will be placed in the employee's personnel file in the Superintendent's Office.

26.8 The administration shall make every effort to maximize class instruction time and minimize interruptions of the academic process due to non-academic activities.

Article 27

PERSONNEL FILES

27.1 Each teacher shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character, and efficiency maintained in his/her personnel file with reference to evaluations of his/her performance in the Portsmouth School District. Any documents to be placed in a teacher's folder shall be photocopied and sent to the teacher at the same time they are placed in the folder. No document may be used against an individual if a copy has not been given to the individual.

27.2 In the event that the BOARD or its representative removes materials from an employee's file, a dated notation shall be placed in the file.

27.3 No information contained in the files of an employee will be released to an outside person or agency without prior approval of the employee, except to verify employment, duration of employment and confirmation of pay step.

27.4 Upon notice, each teacher shall have the right to review and reproduce material in his/her personnel file, and to have inserted his/her own written comments regarding the material.

27.5 The district agrees to protect the confidentiality of personal references, academic credentials, and other similar documents. No separate file, which is not available for the teacher's inspection, will be established.

Article 28

SENIORITY

28.1 For the purposes of evaluation and to resolve problems of length of service, seniority shall be based on latest date of hire with continuous years of employment as members of the teachers' bargaining unit in the Portsmouth School System with the exception of part-time employees and employees who have taken LOAs or sabbaticals. The date of hire is defined as the meeting date that the BOARD approved the teacher's nomination. If the meeting date cannot be confirmed the date of hire would be September 1 of that year.

The following criteria will be used:

A. Part-time teachers will receive the same seniority percentage as their salary percentage. Teachers who work less than a full year will receive seniority for each month worked and they will be placed on the seniority list consistent with years worked. If date of hire is earlier than placement on the list then the part-time teacher would be deemed to be more senior.

B. Required military service will in no way prevent accumulation of seniority.

C. When two members have the same date of hire, the one that has taken fewer leaves of absence LOA or sabbaticals is senior. A teacher who has more than one LOA or sabbatical will be moved a seniority year down for each LOA or sabbatical with this teacher being more senior of that group.

D. When two members are equal, the one with the greater number of years in the system is senior.

E. There is NO break in service for any teacher on the RIF list.

F. When members still have the same seniority and problems of length of service remain, the BOARD will invoke the "Clustering" clause of this contract.

G. Professional employees in the system may maintain seniority in the bargaining unit by annually joining and paying dues to NEA and NEA-NH or by contributing the same amount to the APT Scholarship Fund.

H. A full-time employee is defined as any employee working 186 days or more per year in 2008-09, 2009-10 or 2010-11, and 187 days or more in 2011-12 or 2012-13 or 2013-14. For purposes of seniority, anyone working more than 186 days in 2008-09, 2009-10, or 2010-11 and 187 days in 2011-12 or 2012-13 or 2013-14 will not accrue additional seniority for that school year.

28.2 The BOARD will maintain a current seniority list based on seniority and areas of certification. This list will be updated and posted in every school by March 1st of each school year. A copy of this list shall be mailed to the APT President.

Article 29

CLUSTERING

When it is necessary to Reduce in Force (RIF) or to bring back a teacher from a cluster with the same date of hire, the following criteria will be used to determine who will return:

(Numbers in the parenthesis ( ) below represent values for factors used for each criteria.)

Level 1

(3) •Previous evaluations

(3) •Grade level experience/number of years taught in area of certification

(3) •Previous teaching experience such as type of student, teaming, a knowledge of and previously demonstrated capacity in a particular method(s) of instruction.

If the teachers in question are deemed by the administration to be equal in total points in Level 1, and only if they are deemed equal, then Level 2 criteria will be used to determine who will return.

Level 2

(2) •Professional involvement such as committees, and activities which put the school & system in a positive light

(2) •Other certifications/Degrees

(2) •Staff Development

(1) •Attendance

(1) •Co-curricular experience such as coaching, clubs, PTA, etc.

Article 30

ASSIGNMENT CHANGE

30.1 When either school administration or an employee desires a change in assignment, the party desiring such a change must notify the other in writing. If the transfer of assignment is at the request of the administration, then those teachers with five (5) years or less seniority may be transferred without regard to seniority. When teachers with more than five (5) year's seniority are involved then the least senior may be transferred first. When the transfer request is at the request of the teacher, the decision will be based on sound educational reasons.

30.2 Teachers transferred to another building at the request of the administration in Article 30.1 will be given two (2) days of non-school time with per diem pay to make the move.

30.3 No more than three percent (3%) of the staff may be transferred after August 1st.

30.4 Transfers, assignments or re-assignments within the school building will be excluded from this article except that all transfers will be for sound educational reasons and the person being transferred will be so notified in writing.

30.5 When enrollments necessitate the closing of a school, the administration will meet with the teachers involved to discuss the options available to them. A timeline and procedures

(including procedures for the appropriate distribution of materials and equipment) will be developed as far in advance as possible. The administration will attempt to make placements that are compatible with the teachers' areas of strength, experience and preference.

30.6 Any teacher transferring into another teaching certification against his/her will shall be entitled to:

A. Written reasons for the transfer.

B. The right to a hearing before the Superintendent within ten (10) school days of the notice of the transfer.

C. A program with material and guidance to assist the teacher in his/her new area of certification.

Article 31

REDUCTION IN FORCE

31.1 The BOARD agrees that any reduction in the number of teachers employed in the Portsmouth School System shall not be arbitrary. Only under extreme or unusual circumstances will the BOARD reduce the numbers unless the weighted average student/teacher ratios fall below the following (except that established special education classes will not be included):

Elementary 23:1 Secondary 27:1 (by department)

31.2 If the number of teachers is reduced, it will be done based on seniority with the least senior being released first, in the following manner:

K-12 Based upon the latest date of hire with continuous years in the Portsmouth School System and certification. When two (2) or more teachers are deemed equal the clustering clause (Article 29) will be invoked.

31.3 Teachers so reduced will be re-employed in the inverse order in which they were reduced. Teachers hired before July 1, 1993 will be placed on a re-employment list for five (5) years. New teachers hired on or after July 1, 1993 will be placed on a re-employment list for three (3) years. This list will be updated and posted quarterly. If a re-called teacher accepts or refuses a part-time position, that teacher maintains his/her seniority in reduction-in-force recall for any appropriate full-time position. However, if a teacher refuses an offer of full-time contracted re-employment, that teacher's name will be removed from the re-employment list, unless the opening occurs during the school year and/or if the teacher is under contract to another school district for that year. Nonetheless, a teacher may opt to be passed over one (1) time while on the RIF list without permanently being removed.

When no appropriate vacancy occurs during the time allotted or when the teacher is unable to accept because of another contract, that teacher will be given due consideration if he/she subsequently applies to fill a vacancy.

31.4 Whenever there is an opening for a professional position including new or part-time positions, all teachers presently working within that certification will be notified of that opening through posting, so that any present staff member working within that certification would be able to apply for that position. A staff member who has that needed certification, but is presently working in another certification would be able to apply for an opening only when

their date of hire is equal to or greater than the hiring back year in the RIF list in that certification.

The resulting position will be offered to teachers who are on the re-employment list, in order, and who are available and certified for that position.

31.5 It is understood by both parties, if any professional employee, as a result of reduction in force, is scheduled to teach in an area in which he/she is certified but does not have experience beyond student teaching, will be placed in that position on a one year trial basis. That teacher will demonstrate competency in that new position. The teacher will devote 40 of the next 50 staff development hours to the new teaching assignment. Further, it is expected that 15 of those 40 hours will be accumulated during that first year.

Said teacher's status for employment in other certified areas will NOT be affected by Article 31.5

Teachers so assigned will be observed at least two (2) times resulting in an evaluation prior to January 1. If as a result of evaluations the teacher is not renewed, he/she will be notified in writing with reasons stated no later than April 1. He/she will return to RIF list in that certification and will not be rehired in that certification until he/she has demonstrated competence in a position in that certification.

31.6 Any substitute work that is likely to result in employment as a permanent substitute will be offered to qualified and certified teachers on the re-employment list whenever possible.

31.7 Teachers under a continuing contract who are not to be re-employed in the District shall be notified in writing no later than April 1. However, if the individual's position is included in the BOARD'S proposed budget, said individual will be notified of such and that individual would not be subject to RIF recall provisions until August 10, however they would be subject to Article 30 (Assignment Change) and in the case of said teachers, Article 30.3 will be waived.

Article 32

DEPARTMENT HEADS

The BOARD shall employ Department Heads at the High School and the Middle School. The BOARD may also employ Department Heads at the elementary level or K-12 for specialized areas within the school system; i.e. computer education, reading, special education, guidance, art, etc.

Department Heads will be paid a stipend in addition to their teaching responsibilities. Department Heads will be required to teach a full schedule of classes. Department Heads' duties will be teaching, curriculum, budget, schedule, supervision, and aiding the classroom teacher in any way possible within his/her area. Other reasonable responsibilities may be added as necessary with the Principal's approval after consultation with the Department Head. . Department Heads and Team Leaders will be assigned to three (3) year terms and may apply to reassignment to the position. Department Heads and Team Leaders will serve at the discretion of the Superintendent.

Department Heads may be required to work two (2) extra days at a per diem rate as part of their overall responsibilities.

Article 32A

IMPROVEMENT PLANNING

32A.1 The parties agree there may be educational, instructional, and organizational changes implemented in the future through the improvement planning process.

The ASSOCIATION and the BOARD will work cooperatively to implement improvement planning. Neither party will utilize the collective bargaining agreement to impede the implementation of improvement planning goals.

It is understood that the flexibility envisioned by this section does not include changes in seniority, wages, insurance, leave benefits, or length of work year unless specifically negotiated and approved by all appropriate parties.

32A.2 School Year and Schedule Flexibility - The School Department will be allowed flexibility in scheduling and rescheduling the basic school day and the teachers' work day within the confines of an eight (8) hour teacher "on-site" work day and the maximum student instructional time. The standard work year shall be 186 days in 2008-09, 2009-10, and 2010-11 and 187 days in 2011-12 and 2012-13 and 2013-14 for returning teachers and 187 days in 2008-09, 2009-10, and 2010-11 and 188 days in 2011-12 and 2012-13 and 2013-14 for teachers initially entering the Portsmouth School System. This may be changed by negotiation.

32A.3 Daily Schedules - Teachers will work eight (8) hours but teachers in the same school may work different hours. For example, a school could be open from 7:00 a.m. to 5:00 p.m. and with some teachers working from 7:00 a.m. until 3:00 p.m. and others working from 9:00 a.m. to 5:00 p.m. Teachers with less than full-time contracts will have on-site work days (or work weeks) proportionally reduced.

32A.4 Instructional/Duty Time - Daily instructional/duty time shall not exceed six hours. Daily instructional/duty time shall include time assigned to study halls, skill centers, and other assigned student related duties.

32A.5 School Site Decision Making Option - As part of the improvement planning process, the parties agree to establish a committee to make recommendations for establishing a procedure for school based decision making. Each school team may seek a one (1) year waiver from the ASSOCIATION and the BOARD to provide contract flexibility with respect to non-economic items. Both the BOARD and the Superintendent and the ASSOCIATION through its Executive Board must agree to the waivers before changes can be made.

SECTION III - GRIEVANCE PROCEDURE

Article 33

CONTRACT CLARIFICATION

33.1 Where a teacher or the ASSOCIATION questions an interpretation of the contract or conditions of employment implied but not necessarily stated in the written contract, he/she, or the ASSOCIATION may initiate a grievance, except that non-renewal or dismissal of probationary teachers will be dealt with according to State law.

A grievance to be considered under this procedure must be initiated by the employee or the ASSOCIATION within twenty (20) school days of when the employee should have reasonably known of its occurrence.

33.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except at the BOARD level. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at that step. A decision on the grievance at the BOARD level shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant.

33.3 Any employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. If the action or inaction being grieved originated with the Superintendent or the BOARD, the grievance may be initiated at the Superintendent's level.

33.4 If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) school days, he/she shall set forth his/her grievance in writing to his/her immediate supervisor or Superintendent, if appropriate, specifying: (a) The nature of the grievance and date occurred; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions if any; (d) his/her dissatisfaction with decisions previously rendered; and (e) the remedy requested. The immediate supervisor or the Superintendent shall communicate his/her decision to the employee and ASSOCIATION within five (5) school days of receipt of the written grievance.

33.5 No later than ten (10) school days after receipt of the immediate supervisor's or Superintendent's decision, the employee and ASSOCIATION may appeal the decision to the Superintendent of Schools or BOARD, if appropriate.

The appeal must be made in writing, reciting the matter submitted to the immediate supervisor, as specified above, and his/her dissatisfaction with decisions previously rendered. The Superintendent shall meet with the employee and the ASSOCIATION to attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days, and the Superintendent shall communicate his decision in writing to the employee and the ASSOCIATION, and the immediate supervisor within ten (10) school days.

33.6 If the grievance is not resolved to the grievant's satisfaction, he/she and the ASSOCIATION, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the BOARD. The BOARD, or committee thereof, shall review the grievance and shall, at the option of the BOARD, or upon the request of the grievant, hold a hearing within thirty (30) school days. A decision in writing shall be communicated within thirty (30) calendar days of the hearing. A decision will be deemed communicated to the ASSOCIATION if it is postmarked, first class and return receipt requested, within the time limit.

33.7 If the decision of the BOARD does not resolve the grievance to the satisfaction of the grievant and he/she wishes a review by a third party, he/she shall so notify the ASSOCIATION within five (5) school days of receipt of the BOARD'S decision. If the

ASSOCIATION determines that the matter should be reviewed further, it shall, in writing, so advise the BOARD through the Superintendent within ten (10) school days of receipt of the BOARD'S decision. The parties shall then initiate a request for arbitration under the procedure set forth herein.

33.8 A request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question.

33.9 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.

33.10 If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

33.11 Neither the BOARD nor the ASSOCIATION will be permitted to assert any grounds or evidence before the arbitrator, which were not previously disclosed to the other party. The findings of the arbitrator shall be binding on the BOARD, ASSOCIATION, and grievant. Any of the parties may appeal to the courts the decision of the arbitrator, in accordance with RSA 542 upon the condition that the appealing party pays the reasonable attorneys' fees of both parties relating to the appeal.

33.12 The BOARD, the aggrieved, and the ASSOCIATION shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

33.13 Should the grievant so elect, the aggrieved person shall be represented at all stages of the grievance procedure by his/herself, or by a representative selected or approved by the ASSOCIATION. The ASSOCIATION shall be notified at all levels and has the right to be present at all levels.

33.14 The parties participating in this involvement are guaranteed individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting an appeal with respect to a personal grievance.

33.15 The fees and expenses of the arbitrator shall be shared by the two parties equally.

33.16 If the parties disagree as to the meaning or interpretation of any of the provisions of this AGREEMENT, either party may utilize the clarification procedure set forth in Article 33 in order to resolve said dispute.

33.17 Judgment to process a grievance under this provision shall not indicate agreement as to the validity of the grievance, but only that the parties view the grievance procedure as an expeditious means of resolving grievances.

33.18 All documents, communication, and records dealing with the process of a grievance shall be filed separately from the personnel files of the parties of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. A copy of all documents shall be given to the grievant.

SECTION IV - LEAVES AND BENEFITS

Article 34

SHORT TERM LEAVES AND ABSENCES

34.1 Each teacher will be granted twelve (12) days per year for personal illness, illness in the immediate family, a maximum of two (2) days for personal business that cannot be conducted at any other time, and emergency leave. After five (5) years of continuous service in the Portsmouth School System, such leave will be earned at the rate of seventeen (17) days per year. There is unlimited accumulation of such leave. No more than fifteen (15) days per year of paid leave may be used for illness in the immediate family. Personal leave may not exceed two (2) days per year, unless approved by the Superintendent of Schools.

Leave days for personal business, which must be transacted during school time, would include activities such as court appearances and legal matters. The teacher will provide twenty-four (24) hours advance notice. Taking a personal day preceding or subsequent to any school holiday or vacation, or an election day, or during the month of June shall require prior approval from the Superintendent.

These short term leave days will be earned at the rate of:

Twelve (12) days - 1.2 per month

Seventeen (17) days - 1.7 per month

The BOARD will provide one (1) day of additional pay, at the teacher's current pay rate, to any employee who has used no sick days or personal days in a school year.

34.2 The BOARD agrees to pay 85% of the accumulated short term leaves of absence days to a maximum of 190 days, in a cash payment at the per diem rate which the teacher last earned to any teacher who retires from the system under N.H. State Retirement Laws or upon a teachers voluntary resignation so long as the teacher has worked ten (10) or more years in the system. (The exception to this voluntary resignation provision is that a teacher 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). All employees hired after July 1, 1996 will earn and accumulate sick leave in accordance with the other provisions set forth in this article but shall receive no payout for accumulated short term leave of absent days either upon retirement or voluntary resignation.

34.3 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.

34.4 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 183 days.

34.5 When an individual who has borrowed from the sick bank returns to work in the system, he/she will repay the sick bank at the rate of 50% of sick days that he/she is accumulating after returning to work.

34.6 In the event that a teacher leaves the system owing time to the sick bank such time will be repaid in cash (days x 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 extended with BOARD approval.

34.7 Any teacher receiving sick bank or income protection benefits under Section IV, Article 34.4 shall be entitled to life insurance, retirement, disability insurance and health insurance for a period of two (2) years. After two (2) years, the teacher will have the option of continuing these benefits at his/her own expense. While the teacher is on disability, he/she will be deemed to be under contract to the school system.

34.8 Any person covered under this agreement shall be granted sick leave for the purpose of maternity. The duration of sick leave may be six (6) weeks, or longer as determined by her doctor. Upon return, the Superintendent will assign the teacher to her former position or an appropriate alternate position.

Article 35

OTHER SHORT TERM LEAVES OF ABSENCE

35.1 Members of the bargaining unit may be entitled to the following leaves of absence without loss of pay:

1. Professional days
   a. Leave may be granted to a teacher for the purpose of school visitations, attending conferences, or professional meetings, subject to prior approval by the Superintendent.
   b. Professional days will not be charged against accumulated leave.
2. Bereavement leave
   a. Bereavement leave will be granted as follows:

Not to exceed 10 days	Not to exceed 5 days
Spouse	Parent
Child	Sister
	Brother
	Parent-in-law

Not to exceed 3 days
Sibling-in-law
Grandparent
Aunt
Uncle

   b. Extensions may be granted by application to the Superintendent.
   c. Leave may also be granted by application to the Superintendent of Schools for the following:

      Niece
      Nephew
      Close personal friend
      Cousin

d. Bereavement days will not be charged against accumulated leave.

3. Civil Leave for Jury Duty or Witness Service

a. Upon application to the Superintendent, leave will be granted to the teacher who is subpoenaed as a witness in a civil or criminal case, or is called for jury duty. Application will be made in advance with supporting documentation.

b. The teacher shall forward to the BOARD all reimbursement for such service, except what is used for personal expenses, but not to exceed gross pay for the period of leave.

4. Religious Leave

Teachers may receive up to two (2) additional personal days each year for commonly accepted religious holidays, such as Rosh Hashanah and Yom Kippur, where the tenets of the teacher's religion prohibit work on such days and require their attendance at religious services. Teachers must give the Superintendent five (5) days advance notice. These days will not be charged against short-term leave days.

Article 36

OTHER LEAVES

36.1 If any individual is requested by the Superintendent of Schools to attend a function on behalf of the BOARD, such time shall not be charged to an individual's personal time.

36.2 Extensions of Article 35 may be granted by the Superintendent.

Article 37

SUBSTITUTE TEACHERS

37.1 The School Department agrees to fill any temporary absence of a teacher with a certified teacher in the subject area or grade level where possible. It is recognized that extreme circumstances may arise whereby a substitute cannot be located. Such circumstances will be stated in writing to the ASSOCIATION by the Superintendent if the ASSOCIATION so requests.

37.2 Substitute teachers will be provided for all classroom teachers including art, music and physical education teachers in any situation of a one-half or full day or days of absence.

37.3 Substitute teachers shall be informed of their duties and responsibilities including, but not limited to, following plans, grading and scoring written work.

37.4 Details concerning the duties and responsibilities will be supplied to all prospective substitutes by the administration.

37.5 In the event of an unscheduled absence, the teacher will notify the school administration as soon as possible prior to the absence. It will be the responsibility of the school administration to arrange for the substitute.

37.6 It is the teacher's responsibility to keep at least five (5) days of lesson plans available for a substitute. These plans will be kept current.

Article 38

EXTENDED LEAVES OF ABSENCE

38.1 With BOARD approval, a leave of absence for professional growth, without pay or any other benefits, up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, or National Teacher Corps, or any other educational professional development. Upon return from such leave, a teacher who while on leave served in a teaching capacity, shall be placed on the salary scheduled at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Teachers may work in other school systems on an exchange basis as long as a one-to-one exchange is maintained and there is prior approval by the Superintendent of Schools.

38.2 Each teacher will be granted leave for required annual military unit field training up to eleven (11) days duration when such required training falls within the school year, and when it cannot be scheduled during vacation periods.

Voluntary military activities will not be applicable under this section unless expressly approved by the BOARD.

38.3 Any teacher adopting or giving birth to a child shall be granted a leave of absence not to exceed two (2) years without pay or benefits. Such leave shall commence upon his/her receiving de facto custody of said child or upon completion of sick leave or as much time as is necessary to fulfill the requirements for the adoption.

38.4 A leave of absence without pay or any other benefits of up to one (1) year may be granted to any teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted upon recommendation of the Superintendent.

38.5 Teachers who have been employed at least seven (7) years in the school department shall be entitled to a LEAVE OF ABSENCE of one full year, without pay or other benefits. These leaves will be limited to three percent (3%) of those eligible, based on seniority and will be granted only if a suitable replacement has been found.

38.6 Other requests for leaves of absence for special reasons may be granted by the BOARD upon recommendation of the Superintendent.

38.7 All benefits to which a teacher was entitled at the time of leave, including accumulated sick leave, shall be restored upon return, and he/she will be assigned within the scope of certification. The teacher may keep insurances in force while on leave by paying the cost of the benefits to the school department, if the carrier allows. These payments shall be made thirty (30) days prior to the due date.

38.8 Upon return from leave granted pursuant to Article 38.1 and 38.2, the teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

38.9 All extension, renewals, or modifications of leaves shall be requested in writing and granted in writing.

38.10 Extended leaves of absence will be granted only upon completion of five (5) years in the Portsmouth School System. Requests for leaves of absences after July 15 will only be granted if a suitable replacement can be found.

38.11 All leave of absence requests shall be forwarded to the School Board through the Superintendent. Leaves of absences will be granted on the condition of a January 5 notification of intent to return.

38.12 Any teacher returning from a leave of absence shall return only at the beginning of a school year, unless otherwise provided by the BOARD.

Article 39

SABBATICAL LEAVE

39.1 Upon recommendation of the Superintendent of Schools, sabbatical leaves may be granted to members of the bargaining unit by the BOARD. Should the Superintendent fail to recommend sabbatical leave(s), the teacher(s), involved may appeal the Superintendent's decision directly to the BOARD.

39.2 The BOARD will budget for three (3) sabbatical leaves annually. The BOARD may grant up to three (3) sabbaticals annually based on the merit of these requests. If denied, reasons in writing will be sent to the candidates.

39.3 No more than three (3) sabbatical leaves will be granted simultaneously.

39.4 The teacher must have completed five (5) consecutive years in the Portsmouth School System.

39.5 The teacher will be paid half salary with full benefits for a one-year leave or full pay and benefits for a half-year leave.

39.6 Requests for leave must be received by the Superintendent in writing no later than February 1, and action must be taken by the BOARD no later than March 15.

39.7 Requests for sabbatical leave may be granted by the BOARD for any reason; however, the leave must be of a significant nature and value.

39.8 Before leaving for sabbatical leave, the teacher will agree in writing to continue working in the system for at least two (2) years. Upon the teacher's return, he/she will be paid on the step he/she would have received if leave had not been taken. A report of the sabbatical will be made to the Superintendent and BOARD upon completion of the leave.

Article 40

INSURANCE

40.1a Each employee will be covered by BC/BS Comp 100 Managed Care or equal and comparable coverage for an individual, two person, or family plan. The District will also provide a medical rider to cover a maximum of one million dollars ($1,000,000).

Should employees choose, they may participate in the BC/BS Blue Choice One (1) program rather than the Comp 100-Managed Care plan. Selection of the plan by the employee will be made prior to each plan year. An employee exercising this option to switch between Blue Choice One (1) and Comp 100-MC (or vise versa) shall provide written notice to the School Board and NHMA Insurance Trust by April 1 prior to the start of the plan year (July 1 through June 30). Effective July 1, 2008 or as practicable thereafter, the District may offer two (2) additional optional plans based upon Blue Choice One and Matthew Thornton plans with premium share as described below. Co-pay shall be twenty dollars ($20.00) for office visits,

fifty dollars ($50.00) for emergency room visits, and $10/$20/$30 for 30-day retail or 90-day mail order prescriptions.

The premium share for the Comp 100-MC, Blue Choice One, and the new Blue Choice optional plan shall be as follows:

Comp 100-MC and Blue Choice

Year	Employer Share	Employee Share
2008-09	81%	19%
2009-10	81%	19%
2010-11	80%	20%
2011-12	80%	20%
2012-13	80%	20%
2013-14	80%	20%

The School Board will offer employees the option of electing health insurance under the Matthew Thornton Plan and the new optional Matthew Thornton plan so long as it is offered by the NHMA Health Insurance Trust. The employee shall pay the following percentage of the cost of premiums so long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium.

If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee and employer's percentage cost of the premiums shall be the same as those for Comp 100-MC and Blue Choice as set forth above:

Matthew Thornton

Year	Employer Share	Employee Share
2008-09	85%	15%
2009-10	85%	15%
2010-11	84.5%	15.5%
2011-12	84.5%	15.5%
2012-13	84.5%	15.5%
2013-14	84.5%	15.5%

The Association agrees to participate in a City-wide committee to explore health insurance options.

40.1b Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this three (3) year agreement - such plan would only become effective if ratified by the Association, approved by the School Board and approved by the City Council.

40.1c The BOARD will setup an IRS 125 Premium Conversion Plan which will allow each employee to choose to pay his/her portion of the health insurance premium with pretax dollars.

40.2 The District shall pay one hundred percent (100%) Delta Dental Plan Number 1, with no deductible, family plan.

40.3 The BOARD need not provide coverage in Articles 40.1 and 40.2 if the employee is already covered under the same or a similar health plan. If an employee is found to have dual coverage, the employee must pay back to the BOARD an amount equal to the premiums paid by the BOARD during this time.

Article 41

DISABILITY INSURANCE

The School Board will self-insure or purchase income protection insurance for each teacher who works at least fifteen (15) hours or more per week to begin no sooner than the 91st day of disability. Payments shall equal 66 2/3% of the monthly salary of the teacher at the date of disability. Said insurance will run until age 65 and shall be coordinated with social security benefits. It is understood that a teacher shall not accept benefits under the income protection plan and simultaneously borrow time from the sick bank.

The teacher and the school system shall be joint beneficiaries of this insurance. Should a disabled teacher 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, equally over five (5) years.

Article 42

LIFE INSURANCE

The School Board will purchase term life insurance for each teacher who works at least fifteen (15) hours or more per week in an amount equal to two (2) times the annual income of the teacher. In the event that a teacher dies while under contract to the school system, any sick leave borrowed from the sick 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 teacher. Additional life insurance may be purchased by the teacher. The teachers will pay for this insurance on a monthly basis through payroll deduction. It is understood that employees age 70 and over will have their benefits reduced in accordance with the certificate schedule attached as Attachment #1 to this Contract.

Article 43

POLICIES

The BOARD will provide the ASSOCIATION with copies of all insurance policies under which employees are covered.

Article 44

RETIREMENT PROVISIONS

44.1 The BOARD agrees to pay 85% of all short term leave of absence days, not to exceed one hundred and ninety (190) days for employees hired on or before June 30, 1996, in a cash payment at the per diem rate which the teacher last earned, to any teacher who retires from the system under N.H. State Retirement Laws or voluntarily resigns his or her employment if the teacher has completed ten (10) or more years in the system. It is understood that employees hired after July 1, 1996 will earn and accumulate sick leave in accordance with the other provisions set forth in this contract but shall receive no payout for accumulated short-term leave of absence days either upon retirement or voluntary resignation.

44.2 If a teacher wishes early payout of accrued leave in accordance with paragraph 44.1, the retiring or resigning teacher may notify the Superintendent by December 15th prior to the year of the first payment of accumulated sick leave. This will enable the employee at his/her discretion to receive this payment of accumulated sick leave over a one (1), two (2), or three (3) year period. It is understood that once a teacher accepts the first payment under the single/multi-year payout plan that he/she may no longer withdraw his/her notice of retirement or resignation.

Article 45

WORKERS' COMPENSATION

Workers' Compensation benefits will be provided as specified in the New Hampshire Statutes. The BOARD will pay the difference between Workers' Compensation and regular salary (gross, less FICA, withholding and retirement at the time of the injury).

Article 46

STUDENT APPROPRIATION

An appropriation equal to three dollars ($3.00) per student in elementary schools shall be placed in the budget. The expenditure of this money will be decided jointly by the Principal and teachers in each school.

SECTION V - SALARIES

Article 47

PROFESSIONAL DEVELOPMENT AND ADVANCED DEGREE PAYMENT

47.1 The BOARD agrees to budget for professional growth each year. The amount will equal one-third (1/3) of the number of staff members times the cost of one four (4) credit graduate course in a matriculating program at the University of New Hampshire. These funds may be used for course reimbursement, conferences, workshops and enrichment programs that clearly and substantially support the teacher's specific job assignment, district-wide initiatives, or for re-training or cross-certification at the approval of the administration.

47.2 A committee of teachers and administrators will develop a schedule of deadline dates and how the disbursements will be allotted.

47.3 Only staff development hours in excess of those necessary to achieve certification will be counted toward the Advanced Degree Schedule, limited to five (5) credits every three (3) years. Such credits for advanced degree payments must be directly related to the improvement or accomplishment of the teaching assignment.

Credits may be transferred during a teacher's current re-certification cycle or the cycle just completed. Credit will not be given for previous cycles.

Transfer requests must be made on or before September 1 in order to be credited to the current year's contract.

47.4 Course reimbursement will be paid within four (4) to six (6) weeks upon proof of payment with original receipts. If a teacher drops a course,. he/she must notify Central Office immediately and must reimburse the District either through payroll deduction or cash payment within two (2) weeks of said notification. The teacher must provide official evidence, within two (2) weeks of receiving notification, of a minimum grade B or better. If said grade(s) is not obtained, the teacher must reimburse the District either through payroll deduction or cash payment within two (2) weeks.

47.5 Adjustments will be made to contracts for any course work completed prior to September when a transcript of official documentation of a minimum grade of B or its equivalent is received in Central Office on or before September 1.

It is the employee's responsibility to notify Central Office that an adjustment should be made. No adjustments will be made after September 1.

Adjustments will be made only for credits that clearly and substantially support the teacher's specific job assignment.

Credits that substantially duplicate other units will not receive salary credit. A teacher who has completed course work, but whose documentation will not be completed until after September 1, will be entitled to an appropriate adjustment if an appropriate official of the School the teacher is attending certifies that the course work has been completed by letter to the Superintendent delivered prior to September 1, in many cases, a certification from the Professor will be acceptable.

Article 48

HIRING HELP

The BOARD agrees to make every effort to hire those teachers who are fully and appropriately certified or certifiable. The BOARD may hire certified or certifiable personnel on a lower step than their level of experience.

Article 49

COLA ADJUSTMENTS

49.1: COLA Adjustment Formula:

Effective July 1, of each year from July 1, 2008 through July 1, 2013, 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 US Department of Labor for the most recent calendar year 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 base as used by BLS. The applicable COLA averages for the past ten years are attached as Appendix B.

Thus, if the rolling ten (10) year average of the CPI-U for the Boston SMSA (November to November) 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%.

49.2: Applicability After Contract Expires:

It is clearly understood that in the event that the 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 if 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.

49.3: Applicability of COLA Adjustment to Salary and Longevity Schedules:

The COLA Adjustment percentage shall be applicable to the salary and longevity schedules for contract years 2008-09 through 2011-12 effective on July 1 of those contract years. For contract years 2012-2013 and 2013-2014 only, COLA adjustments will be paid according to the terms of the parties' March 2012 Memorandum of Agreement.

Article 50

ADVANCED DEGREES

Effective July 1, 2003, all teachers are required to have a Bachelor's Degree from an accredited institution of higher education.

Steps 1-12 of the Advanced Degree Schedule in Appendix A shall adjust by the rolling 10-year average COLA each year for 5 years, except 2011-12 will be COLA plus $300.

Step 13 of the Advanced Degree Schedule shall adjust as follows:

2008-09	Rolling 10-year average COLA plus 5% plus $750.
2009-10	Rolling 10-year average COLA plus 5%.
2010-11	Rolling 10-year average COLA plus 5%.
2011-12	Rolling 10-year average COLA plus $300.
2012-13	Rolling 10-year average COLA
2013-14	Rolling 10-year average COLA

During 2008-09, an alternative method for movement on the Advanced Degree Schedule will be phased in. Professional Learning Projects (PLP) that are approved in advance and certified as satisfactorily completed in accordance with the terms of the Appendix entitled "Professional Learning Projects" attached to this contract will be eligible to earn credit on the Advanced Degree Schedule. The purpose of a PLP is to support the development of an engaged learning community through innovative strategies in responding to student learning needs and sharing promising practices among educators. A PLP proposal must contribute to progress on district/building goals/initiatives including, but not limited to literacy, personalization, technology, power standards and assessment. Projects should connect together as many aspects of the District's "5 area framework" as possible by including elements of curriculum, instruction, assessment, professional development, and community.

Article 51

LONGEVITY AND INTERDISCIPLINARY COUNCIL

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

Staff employed after July 1, 1979 will receive longevity based on years in the Portsmouth School District.

Teachers 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 teachers 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.

Article 52

DEPARTMENT HEADS AND TEAM LEADERS

52. 1. Department Heads will be paid $4,000 plus $75.00 for each teacher under their supervision.

52. 2. Team Leaders (Middle School) will be paid $3,000.

Article 53

SALARY PAYMENT SCHEDULE

Each teacher may choose to be paid in either twenty-one (21) or twenty-six (26) payments, biweekly, starting with the first School Department payday after the start of the school year in September. The Business Department must be notified by the end of the previous school year if the payment schedule for the following year is to change. Once a teacher requests either the twenty-one (21) or twenty-six (26) payments, no change may be made in this schedule until the following year.

Article 54

SALARY SCHEDULE

Both parties agree that teachers will progress to the next successive salary step as in the past. For contract years 2012-2013 and 2013-2014 only, salary step increases will be paid according to the terms of the parties' March 2012 Memorandum of Agreement.

The BOARD reserves the right to increase any salary set prior to July 1, 1985.

Article 55

COACHING, EXTRA-CURRICULAR, AND SPECIAL SERVICES COMPENSATION

All coaching, extracurricular, and special services compensation will increase by two percent (2.0%) in 2008-09. Any Portsmouth teacher will receive the following additional stipend (non-cumulative) for coaching a middle or high-school sport:

1st and 2nd year of coaching	$250 per year
3rd through 7th year of coaching	$500 per year
8th and more years of coaching	$750 per year

Any Portsmouth teacher coaching an elementary school sport for three or more years will receive a stipend of $250 per year.

HIGH SCHOOL	0 – 2 Years	3 –7 Years	Over 8 Years
Football (boys)			
Head Coach	5,188	5,436	5,696
Assistants, 2	3,061	3,203	3,353
Junior Varsity	2,778	2,906	3,039
Freshman	2,354	2,460	2,571
Assistant	1,929	2,012	2,102
Basketball (boys)			
Head Coach	5,188	5,436	5,696
Junior Varsity	2,778	2,906	3,039
Freshman	1,929	2,012	2,102
Basketball (girls)			
Head Coach	5,188	5,436	5,696
Junior Varsity	2,778	2,906	3,039
Freshman	1,929	2,012	2,102
Baseball (boys)			
Head Coach	3,345	3,502	3,666
Junior Varsity	2,212	2,311	2,414
Freshman	1,644	1,715	1,790
Softball (girls)			
Head Coach	3,345	3,502	3,666
Junior Varsity	2,212	2,311	2,414
Freshman	1,644	1,715	1,790

	0 – 2 Years	3 –7 Years	Over 8 Years
HIGH SCHOOL (Continued)			
Soccer (boys)			
Head Coach	**3,345**	**3,502**	**3,666**
Junior Varsity	**2,212**	**2,311**	**2,414**
Freshman	**1,644**	**1,715**	**1,790**
Soccer (girls)			
Head Coach	**3,345**	**3,502**	**3,666**
Junior Varsity	**2,212**	**2,311**	**2,414**
Freshman	**1,644**	**1,715**	**1,790**
Ice Hockey (boys)			
Head Coach	**3,345**	**3,502**	**3,666**
Junior Varsity	**2,212**	**2,311**	**2,414**
Field Hockey (girls)			
Head Coach	**3,345**	**3,502**	**3,666**
Assistant	**2,212**	**2,311**	**2,414**
Junior Varsity	**2,212**	**2,311**	**2,414**
Freshman	**1,644**	**1,715**	**1,790**
Spring Track (boys)			
Head Coach	**3,345**	**3,502**	**3,666**
Junior Varsity	**2,212**	**2,311**	**2,414**
Freshman	**1,644**	**1,715**	**1,790**

	0 – 2 Years	3 –7 Years	Over 8 Years
HIGH SCHOOL (Continued)			
Spring Track (girls)			
Head Coach	**3,345**	**3,502**	**3,666**
Junior Varsity	**2,212**	**2,311**	**2,414**
Winter Track (boys)			
Head Coach	**3,345**	**3,502**	**3,666**
Junior Varsity	**2,212**	**2,311**	**2,414**
Freshman	**1,644**	**1,715**	**1,790**
Winter Track (girls)			
Head Coach	**3,345**	**3,502**	**3,666**
Junior Varsity	**2,212**	**2,311**	**2,414**
Volleyball (girls)			
Head Coach	**2,778**	**2,906**	**3,039**
Junior Varsity	**1,929**	**2,012**	**2,414**
Freshman	**1,644**	**1,715**	**1,790**
Swimming (boys/girls)			
Head Coach	**2,778**	**2,906**	**3,039**
Junior Varsity	**1,644**	**1,715**	**1,790**
Fall Cheerleaders (girls)			
Head Coach	**2,778**	**2,906**	**3,039**
Assistant	**1,644**	**1,715**	**1,790**

	0 – 2 Years	3 –7 Years	Over 8 Years
HIGH SCHOOL (Continued)			
Winter Cheerleaders			
Head Coach	**2,778**	**2,906**	**3,039**
Junior Varsity	**1,644**	**1,715**	**1,790**
Cross Country (boys)			
Head Coach	**2,778**	**2,906**	**3,039**
Junior Varsity	**1,929**	**2,012**	**2,414**
Cross Country (girls)			
Head Coach	**2,778**	**2,906**	**3,039**
Tennis (boys)			
Head Coach	**2,354**	**2,460**	**2,571**
Tennis (girls)			
Head Coach	**2,354**	**2,460**	**2,571**
Golf (boys)			
Head Coach	**2,212**	**2,311**	**2,414**
Lacrosse (boys)			
Head Coach	**3,345**	**3,502**	**3,666**
Junior Varsity	**2,212**	**2,311**	**2,414**
Lacrosse (girls)			
Head Coach	**3,345**	**3,502**	**3,666**
Junior Varsity	**1,644**	**1,715**	**1,790**

	0 – 2 Years	3 –7 Years	Over 8 Years
HIGH SCHOOL (Continued)			
Equipment Manager (fall)	**2,070**	**2,162**	**2,259**
Equipment Manager (winter)	**2,070**	**2,162**	**2,259**
Equipment Manager (spring)	**2,070**	**2,162**	**2,259**
MIDDLE SCHOOL	**0 – 2 Years**	**3 –7 Years**	**Over 8 Years**
Basketball (boys)			
Coach 2 @	**1,502**	**1,566**	**1,632**
Basketball (girls)			
Coach 2 @	**1,502**	**1,566**	**1,632**
Baseball			
Coach 2 @	**1,220**	**1,270**	**1,323**
Lacrosse			
Coach 2 @	**1,220**	**1,270**	**1,323**
Softball			
Coach 2 @	**1,220**	**1,270**	**1,323**
Soccer (boys/girls)			
Coach 4 @	**1,220**	**1,270**	**1,323**
Field Hockey (girls)			
Coach 2 @	**1,220**	**1,270**	**1,323**

MIDDLE SCHOOL (Continued)	**0 – 2 Years**	**3 –7 Years**	**Over 8 Years**
Cross Country (boys/girls)			
Coach 1 @	**1,220**	**1,270**	**1,323**
Track (boys and girls)			
Coach 1 @	**1,220**	**1,270**	**1,323**
Volleyball			
Coach 2 @	**1,220**	**1,270**	**1,323**
ELEMENTARY			
Basketball (boys and girls)			
Director 2 @	**1,136**	**1,136**	**1,136**
Coach 9 @	**568**	**568**	**568**
Soccer (boys/girls)			
Director	**625**	**625**	**625**
Coach 4 @	**397**	**397**	**397**
Track (boys/girls)			
Director	**624**	**624**	**624**
Coach 3 @	**312**	**312**	**312**
HIGH SCHOOL			
Amigos (3)		**1,623**	
Chess Club		**1,079**	
Freshman Class Advisor (2)		**1,363**	
Granite State Challenge		**937**	
Junior Class Advisor (2)		**1,648**	

HIGH SCHOOL
(Continued)

Junior World Council Advisor	**1,648**
Literary Magazine Advisor	**1,363**
Math Team Advisor	**1,079**
National Honor Society (2)	**1,079**
Newspaper Advisor	**1,079**
Senior Class Advisor	**2,216**
Sophomore Class Advisor (2)	**1,363**
Student Council Advisor	**1,648**
Yearbook Advisor (2)	**2,216**

Music

Assistant Band Instructor	**3,068**
Chamber Singers	**937**
Color Guard	**1,623**
Concert Percussion Ensemble	**3,246**
Madrigal Singers	**1,623**
Marching Band Director	**5,199**
Marching Band Instructor	**2,597**
Marching Band Instructor (3)	**1,623**
Marching Band Instructor	**649**
Men's Ensemble	**1,081**
Spring Wind Ensemble	**1,623**
Treble Choir	**1,081**

HIGH School (Continued)

Voc

Audio Tech Advisor	**1,623**
FBLA Advisor	**1,623**
FCCLA Advisor	**1,623**
Skills Advisor	**1,623**

Drama

Drama -Coordinator Fall Musical	**5,199**
Drama - Spring Festival	**1,623**
Drama - Spring Show	**1,623**
Drama Musical Conductor	**1,623**

Enrichment

Destination Imagination Coaches	**937**
Destination Imagination Coordinator	**1,079**

Sped

Special Olympics Coaches (2)	**1,933**

MIDDLE SCHOOL

Art Club	**937**
Bowling Club	**937**
Chess Club	**937**
Math Counts (2)	**937**
Newspaper Advisor	**937**
Ski and Snowboard Club (2)	**1,363**
Student Council Advisor (2)	**937**

MIDDLE SCHOOL (Continued)

Student Aspiration Advisor (2)	**937**
Yearbook Advisor	**1,363**

Music

Chamber Singers	**937**
Fall Instrumental Ens.	**937**
Spring Instrumental Ens.	**937**
Jazz Band	**937**

ELEMENTARY

(Numbers vary per building)

Safety Patrol	**937**
Chess Club	**937**
Peer Leadership	**937**
Student Council	**937**
School Store	**937**
Yearbook Advisor	**937**

Music

Band Conductor (2)	**1,649**

Article 56

POSTINGS

56.1 The Superintendent shall provide the President of the ASSOCIATION, and have posted in each school, a list of vacancies and/or openings within the Portsmouth School System as frequently as the openings arise. This is to include all openings, full or part-time, co- or extra-curricular, federal, or special programs.

56.2 All open co- or extra-curricular positions and coaching positions will be posted in each school within the system. All qualified candidates within the system at the time of the opening will be interviewed. It is desirable to employ certified personnel whenever possible.

Article 57

EXTRA PAYMENT SCHEDULE

57.1 Payments for extra-curricular assignments and travel will be made in two (2) installments; the first pay period in December and the last pay period in June.

57.2 Payment schedule for coaches (less any deductions for loss of time and other deductions mutually agreed upon by both parties and authorized in writing by the teacher) will be:

Fall sports	First pay period in October
Winter sports	First pay period in February
Spring sports	First pay period in May

Article 58

NEW POSITIONS

In the event the school department establishes an entirely new co-curricular position, the School Department shall establish the rate for said position after consultation with the Association. If the Association disagrees with the rate to be established by management, it may negotiate for higher/lower compensation. During the pendency of such negotiation, the rate as established by the department shall be used if the job is filled. If a higher compensation is ultimately negotiated, it shall be retroactive to the first date that the new position was filled (in the absence of an agreement to the contrary between both parties). It is understood that the new position will be included in the first subsequent collective bargaining agreement forwarded to the City Council for approval.

Article 59

NO CHILD LEFT BEHIND ACT

In the event any school in the School District is required under Title I of the NCLBA of 2001 to develop an improvement plan, the parties agree that the BOARD, notwithstanding any other provision in this agreement, may assign employees to and from that school and make reasonable modifications to the duties and/or hours of employees assigned to the school. The BOARD agrees to provide thirty (30)-days written notice before transferring any teacher and agrees to bargain the impact of any teacher affected by the NCLBA.

Article 60
DURATION

This Agreement shall be effective July 1, 2008, and shall expire on June 30, 2014.

SIGNATURES

As Approved by the Portsmouth City Council, 2/21/12.

For the Portsmouth School Board:

Chairperson

Superintendent of Schools

City Negotiator

For the Association of Portsmouth Teachers:

President

Chief Negotiator

NEA/NH Representative

APPENDIX A

TEACHER SALARY SCHEDULE

2008-2009

1	34,447
2	35,881
3	37,317
4	38,752
5	40,187
6	41,623
7	43,059
8	44,494
9	45,930
10	47,365
11	49,757
12	52,150
13	55,116

ADVANCED DEGREE SCHEDULE

Degree	Steps 1 - 12	Step 13
B+15	1,952	4,001
Masters	5,167	7,371
Masters +15	5,741	7,794
Masters + 30	6,315	8,575
2MA/CAGS	7,463	9,779
Ph.D.	8,612	10,983

LONGEVITY IN PORTSMOUTH

After 13 Years	2,729
After 16 Years	3,276
Interdisciplinary Council	4,000

Teacher Salary Schedule

2009-2010	
1	$ 35,474
2	$ 36,950
3	$ 38,429
4	$ 39,907
5	$ 41,385
6	$ 42,863
7	$ 44,342
8	$ 45,820
9	$ 47,299
10	$ 48,776
11	$ 51,240
12	$ 53,704
13	$ 56,758

Advanced Degree

Degree	Steps 1 – 12	Step 13
Track A	0	0
Track B	2,010	4,320
Track C	5,321	7,959
Track D	5,912	8,610
Track E	6,503	9,259
Track F	7,685	10,559
Track G	8,869	11,859

Longevity In Portsmouth

After 13 Years	$ 2,810
After 16 Years	$ 3,374
Inter D Council	$ 4,119

Track A	***Bachelors***
Track B	***Bachelors + 15***
Track C	***Masters or Bachelors +45***
Track D	***Masters+15 or Bachelors +60***
Track E	***Masters + 30 or Bachelors +75***
Track F	***Two Masters or CAGS or Masters +45 Or Bachelors + 90***
Track G	***PhD/EdD or Two Masters + 15 or CAGS +15 or Masters + 60 or Bachelors + 105***

Teacher Salary Schedule

2010-2011	
1	36,474
2	37,992
3	39,513
4	41,032
5	42,552
6	44,072
7	45,592
8	47,112
9	48,633
10	50,151
11	52,685
12	55,218
13	58,359

Advanced Degree		
Degree	Steps 1 – 12	Step 13
Track A	0	0
Track B	2,067	4,658
Track C	5,471	8,581
Track D	6,079	9,283
Track E	6,686	9,983
Track F	7,902	11,385
Track G	9,119	12,786

Longevity in Portsmouth	
After 13 Years	2,889
After 16 Years	3,469
Inter D Council	4,235

Track A	Bachelors
Track B	Bachelors + 15
Track C	Masters or Bachelors + 45
Track D	Masters + 15 or Bachelors + 60
Track E	Masters + 30 or Bachelors + 75
Track F	Two Masters or CAGS or Master's + 45 or Bachelors + 90
Track G	PHD/EdD or Two Masters + 15 or CAGS + 15 or Master's + 60 or Bachelors + 105

Teacher Salary Schedule

2011-2012	
1	37,360
2	38,915
3	40,473
4	42,029
5	43,586
6	45,143
7	46,700
8	48,257
9	49,815
10	51,370
11	53,965
12	56,560
13	59,777

Advanced Degree		
Degree	Steps 1 – 12	Step 13
Track A	0	0
Track B	2,417	5,071
Track C	5,904	9,090
Track D	6,527	9,809
Track E	7,148	10,526
Track F	8,394	11,962
Track G	9,641	13,397

Longevity in Portsmouth	
After 13 Years	2,959
After 16 Years	3,553
Inter D Council	4,338

Track A	Bachelors
Track B	Bachelors + 15
Track C	Masters or Bachelors + 45
Track D	Masters + 15 or Bachelors + 60
Track E	Masters + 30 or Bachelors + 75
Track F	Two Masters or CAGS or Master's + 45 or Bachelors + 90
Track G	PHD/EdD or Two Masters + 15 or CAGS + 15 or Master's + 60 or Bachelors + 105

Teacher Salary Schedule

2012-2013 First Half based on	
1	37,360
2	38,915
3	40,473
4	42,029
5	43,586
6	45,143
7	46,700
8	48,257
9	49,815
10	51,370
11	53,965
12	56,560
13	59,777

Longevity in Portsmouth	
After 13 Years	2,959
After 16 Years	3,553
Inter D Council	4,338

Advanced Degree		
Degree	Steps 1 – 12	Step 13
Track A	0	0
Track B	2,417	5,071
Track C	5,904	9,090
Track D	6,527	9,809
Track E	7,148	10,526
Track F	8,394	11,962
Track G	9,641	13,397

Track A	Bachelors
Track B	Bachelors + 15
Track C	Masters or Bachelors + 45
Track D	Masters + 15 or Bachelors + 60
Track E	Masters + 30 or Bachelors + 75
Track F	Two Masters or CAGS or Master's + 45 or Bachelors + 90
Track G	PHD/EdD or Two Masters + 15 or CAGS + 15 or Master's + 60 or Bachelors + 105

Teacher Salary Schedule

2012-2013 Second Half based on	
1	38,272
2	39,865
3	41,461
4	43,055
5	44,649
6	46,244
7	47,839
8	49,434
9	51,030
10	52,623
11	55,282
12	57,940
13	61,236

Longevity in Portsmouth	
After 13 Years	3,031
After 16 Years	3,640
Inter D Council	4,444

Advanced Degree		
Degree	Steps 1 – 12	Step 13
Track A	0	0
Track B	2,476	5,195
Track C	6,048	9,312
Track D	6,686	10,048
Track E	7,322	10,783
Track F	8,599	12,254
Track G	9,876	13,724

Track A	Bachelors
Track B	Bachelors + 15
Track C	Masters or Bachelors + 45
Track D	Masters + 15 or Bachelors + 60
Track E	Masters + 30 or Bachelors + 75
Track F	Two Masters or CAGS or Master's + 45 or Bachelors + 90
Track G	PHD/EdD or Two Masters + 15 or CAGS + 15 or Master's + 60 or Bachelors + 105

APPENDIX B

COLA ADJUSTMENT FORMULA

CONSUMER PRICE INDEX [illegible]	
FY 00	2.30%
FY 01	3.40%
FY 02	4.58%
FY 03	2.82%
FY 04	3.99%
FY 05	3.04%
FY 06	2.52%
FY 07	3.26%
FY 08	2.06%
Nov. 06 to Nov. 07	3.40%
Average	**3.14%**

APPENDIX C

PROFESSIONAL LEARNING PROJECTS (PLP): THEORY INTO ACTION

Purpose: The Purpose of the Professional Learning Project (PLP) is to support the development of an engaged learning community through innovative strategies in responding to student learning needs and sharing promising practices among educators. The PLP proposal must contribute to progress on district/building goals/initiatives including, but not limited to literacy, personalization, technology, power standards and assessment. Projects should connect together as many aspects of our "5 area framework" as possible by including elements of curriculum, instruction, assessment, professional development, and community.

Inquiry Question: This question frames the project and guides the professional learning. The question should be framed to focus on a specific issue appropriate to the teaching assignment/role of the individual(s). The question should be specific enough to be answered through action research, including research of best practices and the collection of actual student work.

Some samples:

What are effective strategies in accelerating the growth of students who are more than two years below grade level in reading?

How can technology be integrated effectively to increase student learning in the content areas?

Teacher (s): The Professional Learning Project can be a proposal for an individual or a group. Collaboration is strongly encouraged as well as a team approach to meeting the needs of students across classrooms. This might include small study circles devoted to discussion of common readings tied to a project theme.

Proposed Timeline: The duration of the PLP can be for as little as a semester and as long as two years, but PLP credits will only be awarded upon successful completion of the project.

Proposals: The Professional Learning Project should outline the research to be completed, the actions to be taken, and the evidence of student learning expected in addressing the inquiry question. The proposal should be detailed with dates for key events. An inquiry journal will be used to reflect on the professional learning throughout the project. The proposal should contain reasonable estimates of the time necessary to complete each phase of the PLP. The ultimate success of the project will lie in many educators engaging in this process of life-long learning, reflecting on what they have learned and bringing that new understanding or insight into their everyday classroom planning and instruction. Project participants will also be required to make a public presentation of their work to the staff and/or community. Deadlines for proposals to begin in the Fall semester is May 1 for the Spring semester is November 1.

Committee: A Committee made up of three teachers appointed by the APT and three administrators appointed by the Superintendent will review PLP proposals and recommend to the Superintendent those proposals that the Committee deems appropriate along with an estimate of the credits that will be awarded upon the successful completion of the project. The

Superintendent will make a final determination within 30-days of receipt of the proposal from the Committee. The Committee will also evaluate PLPs in progress and determine if the PLP has been satisfactorily completed and how many credits should be awarded. If the Committee is not unanimous in determining whether the PLP has been satisfactorily completed or how many credits to award, the matter shall be referred to the Superintendent for a final determination. If the teacher(s) disagree with the Superintendent's final determination, the teacher(s) involved, accompanied by another member of the bargaining unit, shall be given the opportunity to discuss the PLP with the Superintendent.

Credits: PLP credits will be awarded after all requirements are met. PLP credits will be based upon a conversion table that roughly equates to the time commitment of university credits and degrees. For example, a three-credit university course normally requires 45 hours of class time plus 2 hours of travel/preparation for each hour of class time, or a total of 135 hours.

Staff Development Hours: Only staff development hours in excess of those necessary to achieve certification will be counted toward advancement on the Advanced Degree schedule, limited to 5 credits every 3 years.

Transition: No PLP or Profession Development credits will be awarded for professional activities conducted prior to the effective date of the CBA. No teacher will be placed higher on the new Advanced Degree schedule higher than his/her current track status.

Salary Adjustments: Salary adjustments based upon successful completion of the PLP shall be applied once a year in accordance with present contract language.

APPENDIX D

NEW METHODS FOR MOVING ACROSS SALARY TRACKS
Effective Fall 2009

Track A	Track B	Track C	Track D	Track E	Track F	Track G
Bachelors Degree	Bachelors Degree Plus 15 Credits	Masters Degree OR Bachelors Degree Plus 45 Credits	Masters Degree Plus 15 Credits OR Bachelors Degree Plus 60 Credits	Masters Degree Plus 30 Credits OR Bachelors Degree Plus 75 Credits	Two Masters Degrees OR CAGS Degree OR Masters Degree Plus 45 Credits OR Bachelors Degree Plus 90 Credits	PHD OR Two Masters Degrees Plus 15 Credits OR CAGS Degree Plus 15 Credits OR Masters Degree Plus 60 Credits OR Bachelors Degree Plus 105 Credits

Credits: Credits can be earned three ways:

1. Taking approved graduate courses- Number of credits is determined by course
2. Current PD hours conversion- Every three years 50 non-course/PLP/recertification PD hours can be converted into 5 credits
3. Completing a Professional Learning Project- Credits determined by PLP committee

MEMORANDUM OF AGREEMENT

Portsmouth School Board
and
Association of Portsmouth Teachers

NOW COME the Portsmouth School Board ("the Board") and the Association of Portsmouth Teachers ("the Association") and on this 29th day of March, 2012, hereby agree as follows:

1. The Board and the Association are parties to a Collective Bargaining Agreement with a duration of July 1, 2008 through June 30, 2013 ("the CBA").

2. In an effort to provide cost savings to the Board and additional contractual security to the Association, the parties agree to modify the CBA as follows:

    a. The parties agree to add an additional year to the CBA, so that the CBA will now expire on June 30, 2014; and

    b. The parties agree that Article 49.1 of the CBA will be modified so that the COLA currently scheduled for July 1, 2012 will now start in the 14th paycheck for both 21 and 26 paycheck teachers, calculated on the same formula currently included in the CBA. The 14th paycheck for 21 paycheck teachers will also include a one-time payment of the additional compensation that 21 paycheck teachers would have received had this COLA started at the mid-point of their annual compensation, that is after 10½ paychecks as opposed to in the 14th paycheck; and

    c. The parties agree that Article 49.1 of the CBA will be further modified so that during the additional year of the CBA, July 1, 2013-June 30, 2014, an additional COLA scheduled for July 1, 2013 will start in the 14th paycheck for both 21 and 26 paycheck teachers, calculated on the same formula currently included in the CBA. The 14th paycheck for 21 paycheck teachers will also include a one-time payment of the additional compensation that 21 paycheck teachers would have received had this COLA started at the mid-point of their annual compensation, that is after 10½ paychecks as opposed to in the 14th paycheck; and

    d. The parties agree that Article 54 of the CBA will be modified so that the effective date of any salary step increase for 2012-2013 school year will occur in the 14th paycheck for both 21 and 26 paycheck teachers. The 14th paycheck for 21 paycheck teachers will also include a one-time payment of the additional compensation that 21 paycheck teachers would have received had

the salary step increase started at the mid-point of their annual compensation, that is after 10½ paychecks as opposed to in the 14th paycheck; and

e. The parties agree that Article 54 of the CBA will be further modified so that any salary step increase for the 2013-2014 school year will start in the 14th paycheck for both 21 and 26 paycheck teachers. The 14th paycheck for 21 paycheck teachers will also include a one-time payment of the additional compensation that 21 paycheck teachers would have received had the salary step increase started at the mid-point of their annual compensation, that is after 10½ paychecks as opposed to in the 14th paycheck; and

f. The parties agree that in both remaining years of the CBA, teachers will delay starting to pay any increase in their health insurance premiums so that these additional payments will align with the new COLA/salary step increase dates set forth above. As a result, teachers will begin paying health insurance premium increases as part of their 14th paycheck in both of the remaining years of the CBA, and will continue making such payments in whatever amounts are necessary to pay the entire increase during the corresponding contract year.

3. The terms of this Memorandum of Agreement are a one-time event, and do not set any binding precedent on either party. Additionally, with the exception of those changes outlined in Paragraph 2 above, all of the remaining terms of the CBA will remain in place and will continue in full force and effect through June 30, 2014.

Dated: 3/29/12

Leslie Stevens
Portsmouth School Board

Dated: 3/29/12

Roseann Vanzella Clark
Association of Portsmouth Teachers

Dated: 2/21/12

Deputy Clerk
Approved by the Portsmbuth City Council

4829-5678-9262, v. 1