AGREEMENT

BETWEEN THE

PORTSMOUTH SCHOOL BOARD

AND

ASSOCIATION OF PORTSMOUTH TEACHERS

Effective from July 1, 2014 through June 30, 2018

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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 first 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 office equipment. 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

The Superintendent will send to the employee representative all materials provided for the School Board meetings in a timely manner.

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 must do so by registered or certified mail, at the following addresses:

If by ASSOCIATION, to: School Administrative Unit 52
1 Junkins Ave, Suite 402
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 187 days 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, uninterrupted lunch period of 25 minutes or the student lunchtime, whichever is greater. 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 The School Board recognizes the importance of establishing appropriate class size in order to meet the needs of all learners in the classroom. The school board will make every effort to keep class size at 20:1 or lower in grades K-5. Similarly, the school board is cognizant of class size at the middle and high school levels and desires appropriate class size in order to learn in small groups, have one on one interactions and permit teachers to craft different strategies for children in their classes and therefore will make every effort to keep class size at a 24-27:1 or lower in grades 6-12. The district will, by law, not exceed the standards set forth in Ed 306.17, Class Size:

a. K-2, 25 students or fewer per educator, provided that each school strive to achieve the class size of 20 students or fewer per educator

b. Grades 3-5, 30 students or fewer per educator, provided that each school strive to achieve the class size of 25 students or fewer per educator

c. Middle and High School, 30 students or fewer per block/period per educator

d. Class size requirements may be exceeded in study halls, band or chorus

e. In the interest of safety, the maximum number of students in laboratory classes such as science or career and technical education shall be determined by the number of work stations designed for the area and in no case shall exceed 24 students.

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.

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

Article 26.1 It is understood that a key component to professional growth 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 establishment of a Teacher Quality Panel (TQP), the responsibility of organizing and implementing a system-wide self evaluation system~~.~~. The evaluation system will be established in such a way as to coordinate teachers and administrators' efforts in achieving the goals of the district and a responsibility for achieving student outcomes. This panel will establish criteria for valid evidence to be used in demonstrating continuous growth and effective teaching.

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 highly effective 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 provide accurate feedback to staff on performance against set standards, Danielson's framework for effective teaching will serve as the basis of an evidence-driven process of evaluation. Staff may choose evidence beyond the administrator's observations to contribute to the evaluation according to Danielson's rubrics. This evidence may include, but is not limited to, parent and/or student feedback surveys, lesson or unit plans, videos of instruction, student assessments, and other professional contributions.

The evaluation, over time, should evidence a teacher's growth in performance toward distinguished according to Danielson's rubrics.

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 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. 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.

G. A full-time employee is defined as any employee working 187 days. For purposes of seniority, anyone working more than 187 days 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

ASSIGNMENT CHANGE

29.1 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.

29.2 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.

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

29.4 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.

29.5 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.

29.6 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 30
REDUCTION IN FORCE

30.1 In the event the BOARD decides it is necessary to reduce the number of teachers due to reasons of financial exigency, declining enrollment, program elimination or reduction, or the consolidation or elimination of positions, such reduction in force will be made in accordance with the following procedures.

30.2 The Board will make every reasonable effort to minimize the effect of reduction in force. The Board will first examine if it can be accomplished through attrition (retirements, resignations.) The Superintendent shall send written notification to the President of the Association and all teachers whose positions are being reduced or eliminated.

30.3 The decision to implement a reduction in force in a certification area will be made at the discretion of the School Board after all information is received and carefully reviewed. The School Board wishes to retain those teacher who not only have proper certification, but who have relevant teaching experience as well as evidence of involvement in the district and shall consider the following factors (points) in total:

1. Experience, teaching in Portsmouth, in certified area; (1-4 years, 1 point; 5-9 years, 2 points; 10-14 years, 3 points; 15-19 years, 4 points; 20-24 years, 5 points, 25 or more, 6 points)
2. Track / Degree Status (Track A, 1 point; Track B, 1 .5 points; Track C, 2 points; Track D, 2.5 points; Track E, 3 points; Track F, 3.5 points; and Track G, 4 points)

3. Professional Responsibility: Each year teachers complete a narrative reflection highlighting their contributions to the district. Teachers will be awarded up three points, a point for every activity where they evidence service to children (co and extra-curricular activities) or participation in school or district committees or projects.

4. Seniority in district (1-4 years, 1 point; 5-9 years, 2 points, 10-14 years, 3 points; 15-19 years, 4 points; 20-24 years, 5 points, 25 or more, 6 points)

Relevant Teaching Experience						***Points***
1-4 years	5-9 years	10-14 years	15-19 years	20-24 years	25+years	
1	2	3	4	5	6	*Maximum of 6 points*
Track / Degree Status						***Points***
Track A	Track B	Track C	Track D	Track E	Track F	Track G
1	1.5	2	2.5	3	3.5	4
						Maximum of 4 points
Professional Responsibility						***Points***
1 point per activity / committee / stipended or non-stipended co and extra-curricular activities during the prior three years						*Maximum of 3 points*
Seniority						***Points***
1-4 years	5-9 years	10-14 years	15-19 years	20-24 years	25+years	
1	2	3	4	5	6	*Maximum of 6 points*
					TOTAL	***19 Points***

Bumping Rights: The right to bump a less senior teacher in another academic area may only occur if the teacher has taught within the endorsement for a period equal to the least senior teacher in the certified area.

If the Board determines all factors are equal, then seniority will prevail in making the final determination.

30.4 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.

30.5 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 reemployment 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.

30.6 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 29 (Assignment Change) and in the case of said teachers, Article 29.3 will be waived.

Article 31

IMPROVEMENT PLANNING

31.1 The parties agree there will 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.

31.2 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.

31.3 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.

31.4 Career Ladder. In 2016-2017 this agreement introduces a career ladder that uses the terms Developing, Professional and Model Teacher. Interval is a term used to describe movement on the pay scale. Achievement Units (AUs) describe the knowledge and skill necessary for an educator to evidence to move up on the new pay scale. When educators accumulate 3 AUs they move one interval along the pay scale. There shall be no limit on the number of teachers who achieve Model Teacher status.

31.5 Teacher Quality Panel (TQP). In 2015-2016, there shall be a joint panel composed of three teachers representing the three grade spans (PK-5; 6-8 and 9-12) and three administrators representing the three levels appointed by the union and the school board. The TQP will 1) Establish criteria for evidence used in self-evaluations on Danielson's framework; 2) establish staff training to strengthen peer feedback

SECTION III - GRIEVANCE PROCEDURE

Article 32

CONTRACT CLARIFICATION

32.1 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.

32.2 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.

32.3 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.

32.4 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.

32.5 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.

32.6 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.

32.7 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.

32.8 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.

32.9 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.

32.10 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.

32.11 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.

32.12 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.

32.13 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.

32.14 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.

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

32.16 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 32 in order to resolve said dispute.

32.17 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.

32.18 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 33

SHORT TERM LEAVES AND ABSENCES

33.1 Each teacher will be granted seventeen (17) days per year for personal illness or illness in the immediate family. A maximum of three (3) days per year for personal business or emergency leave may be used from sick leave. For all employees hired prior to July 1, 2014, there is unlimited accumulation of such leave; all employees hired after July 1, 2014 will accumulate sick leave as set forth in this article to a maximum of one hundred and fifty (150) days. 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 three (3) days per year, unless approved by the Superintendent of Schools.

The teacher will provide twenty-four (24) hours advance notice. Taking a personal day preceding or subsequent to any school holiday or vacation shall require prior approval from the Superintendent.

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

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.

33.2 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.

33.3 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.

33.4 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.

33.5 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.

33.6 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.

33.7 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.

33.8 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 34

OTHER SHORT TERM LEAVES OF ABSENCE

34.1 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 35

OTHER LEAVES

35.1 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 34 may be granted by the Superintendent.

Article 36

SUBSTITUTE TEACHERS

36.1 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.

36.2 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.

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

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

36.5 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.

36.6 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 37

EXTENDED LEAVES OF ABSENCE

37.1 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.

37.2 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.

37.3 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.

37.4 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.

37.5 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.

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

37.7 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.

37.8 Upon return from leave granted pursuant to Article 37.1 and 37.2, the teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

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

37.10 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.

37.11 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.

37.12 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 38

SABBATICAL LEAVE

38.1 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.

38.2 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.

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

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

38.5 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.

38.6 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.

38.7 Teachers who have been granted a sabbatical in March recognize that the sabbatical may be delayed until a suitable teaching replacement can be found. A final determination will be made no less than three weeks before the sabbatical is scheduled to begin. Any determination to delay a sabbatical shall not be subject to the grievance procedure outlined in Article 32.

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

38.9 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 39

INSURANCE

39.1a 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 vice 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 plans shall be as follows:

Comp 100-MC and Blue Choice

Year	Employer Share	Employee Share
2014-2015	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
2014-2015	84.5%	15.5%

On March 13, 2015/Pay Period 13, the teachers shall move to two health care plans Blue Choice $5.00 co-pay RX 10/20/45 (80%/20%) premium split and Matthew Thornton Blue $5.00 co-pay RX 3/15/1 (84.5%/15.5%) premium split.

Beginning in year four (July 1, 2017), the Association shall move to the Consumer Driven Health Plan offered through SchoolCare ("the CDHP"). The District will pay 95% of the premium cost for single, two person or family coverage and employees will pay 5% of the premium cost.

In November 2016 if the CDHP* exceeds the threshold levels for the "Cadillac Tax" under the ACA the Employer and the Association will reopen Article 39-Insurance for negotiations with the express intent of identifying a healthcare plan that complies with the ACA and does not result in the imposition of the so called "Cadillac Tax". If the parties cannot agree on a proposed plan, the plans shall be submitted to binding arbitration no later than April 1, 2017. The parties shall mutually agree to the selection of the Arbitrator.

*The CBA defines CDHP as SchoolCare's high deductible plan currently known as the Consumer Driven Health Plan.

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

39.1b 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.

39.1c 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.

39.2 The District shall pay one hundred percent (100%) Delta Dental Plan Number 1, with no deductible, family plan. Effective July 1, 2017, the School Board shall enroll all eligible members in the SchoolCare – Plan 2 1500 Max (DPO2C).

39.3 The BOARD need not provide health insurance coverage 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 40

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 41

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 42

POLICIES

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

Article 43

RETIREMENT PROVISIONS

43.1 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.

43.2 If a teacher wishes early payout of accrued leave in accordance with paragraph 43.1, 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 44

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 45

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 46

PROFESSIONAL DEVELOPMENT AND ADVANCED DEGREE PAYMENT

46.1 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.

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

46.3 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 or directly related to the improvement or accomplishment of the teaching assignment. The Committee will approve and establish an expanding set of in-house professional development opportunities that will be credit-bearing on the advanced degree schedule. These opportunities will be extended courses on current topics for the purposes of increasing professional growth. The Committee will review proposals from staff to offer in-house courses. Teachers offering in-house courses will receive a $50 per hour stipend.

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

46.4 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.

46.5 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 47

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 48

ADVANCED DEGREES

Effective July 1, 2003, all teachers are required to have a Bachelor's Degree from an accredited institution of higher education. The district will pay a stipend for teachers who have attained additional coursework as described in Appendix A.

Article 49

LONGEVITY AND INTERDISCIPLINARY COUNCIL

It is understood the School Board over time wishes to re-allocate monies traditionally dedicated to Longevity compensation to be available to reward highly effective teachers who achieve Model Teacher status. As such, 2014-15 will be the last year teachers will achieve one of the three levels outlined in the contract; those who have attained a level of longevity will continue to receive an annual stipend.

Teachers with more than 25 years of service in the District as of July 1, 2014 will continue to receive a stipend in the amount of $4,544 for participation on the Interdisciplinary Council. All teachers who receive the Interdisciplinary Council stipend will continue to receive, annually, $4,544 until the teacher retires or resigns. Similarly, teachers, after 13 years or after 16 years in the Portsmouth School, will continue to receive stipends of $3,099 and $3,722 respectively. It is further understood that a teacher receiving a longevity stipend is not precluded from achieving model teacher status; however, beginning July 1, 2015, no additional members of the bargaining unit will receive longevity.

Article 50

LEADERSHIP

50.1 The BOARD shall employ Department Heads, Team Leaders and Coordinators. Department Heads will be paid a stipend in addition to their teaching responsibilities. While these leadership positions include teaching responsibilities; assignments will be flexible based upon district needs and job assignment. These leadership positions will be evaluated by the Principal / or Administrator and will serve at the discretion on the Superintendent. These leadership positions may be required to work additional days as part of their overall responsibilities, but only upon prior approval of the Principal / Administrator.

50.2 Department heads, team leaders and coordinators in special education and performing arts will be paid accordingly.

50.3 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.

Department Heads will be paid $4,500 plus $75.00 for each teacher under their supervision.

50.4 Team Leaders (Middle School) will be paid $3,500.

50.5 Coordinators will be paid $4,500 plus $75.00 for each teacher under their supervision. Special Education and Performing Art will be included as Coordinators.

50.6 Model Teachers will be paid a stipend equal to 7.5% of the interval salary beginning in the 2017-18 school year.

50.7 Teacher Quality Panel will be paid a stipend of $3,000 effective 2015/2016 School Year.

Article 51

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 52

SALARY SCHEDULE

The Salary increases will be as follows:

2014-2015 – 2.9% (retroactive to July 1, 2014).

2015-2016 – 2.0%

2016-2017 – 2.25%

2017-2018 – 2.5%

The Salary Schedule shall be changed as indicated in Appendix A.

52.1 Both parties agree that teachers will progress to the next successive salary step as in the past for the 2014-15 school year.

Commencing in 2016-17, both parties agree that teachers will advance in salary by attaining Achievement Units (AUs) that allow teachers to move up the Interval Scale as described below. The intent of the AUs is to ground the compensation system in clear measures of growth in teacher practice as well as strong contributions to a professional learning community.

52.2 Annual Achievement Units. In 2015-2016 annual achievement units will be started to be worked on. Three (3) prescribed AUs are required to move to the next interval. Two AU's associated with our professional learning community process are earned when SMART goals are approved and when results are reported. Awarding AUs for effective PLC work will not be dependent on a particular result in learning, but rather, submitting SMART goals and collecting evidence of student learning must suggest authentic implementation of PLC practice. The third AU is attained when the teacher completes

a self-evaluation addressing all of Danielson's domains. The District's Committee, consisting of teachers and administrators will serve as the quality review panel for the PLC process.

52.3 Additional Achievement Units: Beginning in the 2017-18 school year, it is understood that teachers may advance an additional interval (three intervals) every two years. The newly formed Teacher Quality Panel will determine, in 2015-16, the menu of AU's for educators in all content areas and grade levels including the following areas:

- Professional Development activities, in-district courses and additional coursework in one's content area or pedagogy provided such activities are not being used for credit under the provisions of Advance Degree in Article 48.
- Contributions to colleagues
- Overall contributions to students, the school and district.

52.4 Tracking and Awarding of Achievement Units: The District's Committee will determine attainment of PLC Achievement Units. The building administrator will track completion of annual self-evaluation. The teacher will be responsible for submitting all professional development and transcripts of a B or better for all external coursework.

54.5 Model Teacher. Beginning in 2017-18, any teacher with nine (9) or more years of successful teaching experience may provide evidence of highly effective teaching to the District's Teacher Quality Panel (TQP). The TQP will review evidence against Danielson's domains and make recommendations to Assistant Superintendent for any teacher judged" distinguished " in all of Danielson's domains will earn model teacher status. There is no limit to the number of teachers who may be achieve model teacher status. Model teachers will earn a stipend equal to 7.5% of their teacher interval salary.

Article 53

COACHING, EXTRA-CURRICULAR, AND SPECIAL SERVICES COMPENSATION

All coaching, extracurricular, and special services compensation will increase by two percent (2.0%) in 2014-15 and in 2016-2017. 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	$255 per year
3rd through 7th year of coaching	$510 per year
8th and more years of coaching	$765 per year

Any Portsmouth teacher coaching an elementary school sport for three or more years will receive a stipend of $255 per year.

A Joint Labor Management Committee will be established to oversee the disbursement of Extra-curricular stipends with the goal to have equity within the district.

HIGH SCHOOL	2014-2015 0 – 2 Years	2014-2015 3 –7 Years	2014-2015 Over 8 Years
Football (boys)			
Head Coach	5,292	5,545	5,810
Assistants, 2	3,122	3,267	3,420
Junior Varsity	2,834	2,964	3,100
Freshman	2,401	2,509	2,622
Assistant	1,968	2,052	2,144
Basketball (boys)			
Head Coach	5,292	5,545	5,810
Junior Varsity	2,834	2,964	3,100
Freshman	1,968	2,052	2,144
Basketball (girls)			
Head Coach	5,292	5,545	5,810
Junior Varsity	2,834	2,964	3,100
Freshman	1,968	2,052	2,144
Baseball (boys)			
Head Coach	3,412	3,572	3,739
Junior Varsity	2,256	2,357	2,462
Freshman	1,677	1,749	1,826
Softball (girls)			
Head Coach	3,412	3,572	3,739
Junior Varsity	2,256	2,357	2,462
Freshman	1,677	1,749	1,826

	0 – 2 Years	3 –7 Years	Over 8 Years
HIGH SCHOOL (Continued)			
Soccer (boys)			
Head Coach	3,412	3,572	3,739
Junior Varsity	2,256	2,357	2,462
Freshman	1,677	1,749	1,826
Soccer (girls)			
Head Coach	3,412	3,572	3,739
Junior Varsity	2,256	2,357	2,462
Freshman	1,677	1,749	1,826
Ice Hockey (boys)			
Head Coach	3,412	3,572	3,739
Junior Varsity	2,256	2,357	2,462
Field Hockey (girls)			
Head Coach	3,412	3,572	3,739
Assistant	2,256	2,357	2,462
Junior Varsity	2,256	2,357	2,462
Freshman	1,677	1,749	1,826
Spring Track (boys)			
Head Coach	3,412	3,572	3,739
Junior Varsity	2,256	2,357	2,462
Freshman	1,677	1,749	1,826

	0 – 2 Years	3 –7 Years	Over 8 Years
HIGH SCHOOL (Continued)			
Spring Track (girls)			
Head Coach	3,412	3,572	3,739
Junior Varsity	2,256	2,357	2,462
Winter Track (boys)			
Head Coach	3,412	3,572	3,739
Junior Varsity	2,256	2,357	2,462
Freshman	1,677	1,749	1,826
Winter Track (girls)			
Head Coach	3,412	3,572	3,739
Junior Varsity	2,256	2,357	2,462
Volleyball (girls)			
Head Coach	2,834	2,964	3,100
Junior Varsity	1,968	2,052	2,462
Freshman	1,677	1,749	1,826
Swimming (boys/girls)			
Head Coach	2,834	2,964	3,100
Junior Varsity	1,677	1,749	1,826
Fall Cheerleaders (girls)			
Head Coach	2,834	2,964	3,100
Assistant	1,677	1,749	1,826

	0 – 2 Years	3 –7 Years	Over 8 Years
HIGH SCHOOL (Continued)			
Winter Cheerleaders			
Head Coach	2,834	2,964	3,100
Junior Varsity	1,677	1,749	1,826
Cross Country (boys)			
Head Coach	2,834	2,964	3,100
Junior Varsity	1,968	2,052	2,462
Cross Country (girls)			
Head Coach	2,834	2,964	3,100
Tennis (boys)			
Head Coach	2,401	2,509	2,622
Tennis (girls)			
Head Coach	2,401	2,509	2,622
Golf (boys)			
Head Coach	2,256	2,357	2,462
Lacrosse (boys)			
Head Coach	3,412	3,572	3,739
Junior Varsity	2,256	2,357	2,462
Lacrosse (girls)			
Head Coach	3,412	3,572	3,739
Junior Varsity	2,256	2,357	2,462

	0 – 2 Years	3 –7 Years	Over 8 Years
HIGH SCHOOL (Continued)			
Equipment Manager (fall)	2,111	2,205	2,304
Equipment Manager (winter)	2,111	2,205	2,304
Equipment Manager (spring)	2,111	2,205	2,304
MIDDLE SCHOOL	**0 – 2 Years**	**3 –7 Years**	**Over 8 Years**
Basketball (boys)			
Coach 2 @	1,532	1,597	1,665
Basketball (girls)			
Coach 2 @	1,532	1,597	1,665
Baseball			
Coach 2 @	1,244	1,295	1,349
Lacrosse			
Coach 2 @	1,244	1,295	1,349
Softball			
Coach 2 @	1,244	1,295	1,349
Soccer (boys/girls)			
Coach 4 @	1,244	1,295	1,349
Field Hockey (girls)			
Coach 2 @	1,244	1,295	1,349

MIDDLE SCHOOL (Continued)	**0 – 2 Years**	**3 –7 Years**	**Over 8 Years**
Cross Country (boys/girls)			
Coach 1 @	1,244	1,295	1,349
Track (boys and girls)			
Coach 1 @	1,244	1,295	1,349
Volleyball			
Coach 2 @	1,244	1,295	1,349
ELEMENTARY			
Basketball (boys and girls)			
Director 2 @	1,159	1,159	1,159
Coach 9 @	579	579	579
Soccer (boys/girls)			
Director	638	638	638
Coach 4 @	405	405	405
Track (boys/girls)			
Director	636	636	636
Coach 3 @	318	318	318
HIGH SCHOOL			
Amigos (3)		1,655	
Chess Club		1,101	
Freshman Class Advisor (2)		1,390	
Granite State Challenge		956	
Junior Class Advisor (2)		1,681	

HIGH SCHOOL
(Continued)

Junior World Council Advisor	1,681
Literary Magazine Advisor	1,390
Math Team Advisor	1,101
National Honor Society (2)	1,101
Newspaper Advisor	1,101
Senior Class Advisor	2,260
Sophomore Class Advisor (2)	1,390
Student Council Advisor	1,681
Yearbook Advisor (2)	2,260

Music

Assistant Band Instructor	3,129
Color Guard	1,655
Concert Percussion Ensemble	3,311
Madrigal Singers	1,655
Marching Band Director	5,810
Fall Instrumental Instructor HS	2,649
Fall Instrumental Instructor MS	1,655
Fall Instrumental Instructor- Elem	662
PHS Vocal Ensemble	1,103
PHS Spring Instrumental Ensemble	1,655

HIGH School (Continued)

Voc

Audio Tech Advisor	1,655
FBLA Advisor	1,655
FCCLA Advisor	1,655
Skills Advisor	1,655

Drama

Drama -Coordinator Fall Musical	5,303
Drama - Spring Festival	1,655
Drama - Spring Show	1,655
Drama Musical Conductor	3,311

Enrichment

Destination Imagination Coaches	956
Destination Imagination Coordinator	1,101

Sped

Special Olympics Coaches (2)	1,972

MIDDLE SCHOOL

Art Club	956
Bowling Club	956
Chess Club	956
Math Counts (2)	956
Newspaper Advisor	956
Ski and Snowboard Club (2)	1,390
Student Council Advisor (2)	956

MIDDLE SCHOOL (Continued)

Student Aspiration Advisor (2)	956
Yearbook Advisor	1,390

Music

Chamber Singers	956
Fall Instrumental Ens.	956
Spring Instrumental Ens.	956

ELEMENTARY

(Numbers vary per building)

Safety Patrol	956
Chess Club	956
Peer Leadership	956
Student Council	956
School Store	956
Yearbook Advisor	956

Music

Band Conductor (2)	1,682

Article 54

POSTINGS

54.1 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.

54.2 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 55

EXTRA PAYMENT SCHEDULE

55.1 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.

55.2 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 56

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 57

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 58

DURATION

This Agreement shall be effective July 1, 2014 and shall expire on June 30, 2018.

SIGNATURES

As Approved by the Portsmouth City Council, _____.

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
SALARY SCHEDULE

2014-15		2015-16		2016-17		2017-18	
Step 1	40,961	Interval (1)	41,783	Interval (1)	42,723	Interval (1)	43,791
Step 2	42,455	Interval (2)	43,141	Interval (2)	44,005	Interval (2)	45,105
Step 3	43,995	Interval (3)	44,543	Interval (3)	45,325	Interval (3)	46,458
Step 4	45,591	Interval (4)	45,990	Interval (4)	46,685	Interval (4)	47,852
Step 5	47,244	Interval (5)	47,485	Interval (5)	48,085	Interval (5)	49,287
Step 6	48,958	Interval (6)	49,028	Interval (6)	49,528	Interval (6)	50,766
Step 7	50,733	Interval (7)	50,622	Interval (7)	51,013	Interval (7)	52,289
Step 8	52,573	Interval (8)	52,266	Interval (8)	52,544	Interval (8)	53,857
Step 9	54,480	Interval (9)	53,965	Interval (9)	54,120	Interval (9)	55,473
Step 10	56,456	Interval (10)	55,719	Interval (10)	55,744	Interval (10)	57,137
Step 11	58,504	Interval (11)	57,589	Interval (11)	57,416	Interval (11)	58,852
Step 12	60,626	Interval (12)	59,678	Interval (12)	59,139	Interval (12)	60,617
Step 13	64,420	Interval (13)	61,843	Interval (13)	61,031	Interval (13)	62,436
		Interval (14)	63,852	Interval (14)	63,246	Interval (14)	64,309
		Interval (15)	65,713	Interval (15)	65,302	Interval (15)	66,238
		Interval (16)		Interval (16)	67,376	Interval (16)	68,225
						Model Teacher*	

Note: Teachers at Step 13 in 2014-15 will advance to Interval 15 in 2015-16. * Teachers who achieve model teacher status in 2017-18 will earn a stipend equal to 7.5% of their teacher interval. Teachers who do not earn AU's in 15-16 will be held harmless in FY 17 (same FY 16 salary).

ADVANCED DEGREE TRACK

	2014-15			2015-16			2016-17			2017-18		
	0-12	13 (FY 16)	13 (FY 14)	0-12	13 (FY 16)	13 (FY 14)	0-12	13 (FY 16)	13 (FY 14)	0-12	13 (FY 16)	13 (FY 14
Track B		2,604	4,035	5,465	2,656	4,116	5,574	2,716	4,208	5,700	2,784	4,314	5,842
Track C		6,362	8,080	9,797	6,489	8,242	9,992	6,635	8,427	10,216	6,801	8,638	10,421
Track D		7,034	8,803	10,571	7,175	8,979	10,782	7,336	9,181	11,025	7,520	9,411	11,301
Track E		7,703	9,802	11,345	7,857	9,998	11,572	8,034	10,223	11,832	8,235	10,479	12,128
Track F		9,047	10,969	12,891	9,228	11,188	13,149	9,436	11,440	13,445	9,671	11,726	13,781
Track G		10,390	12,414	14,438	10,598	12,662	14,727	10,836	12,947	15,058	11,107	13,271	15,435

Note: Teachers who achieve Step 13 beginning in FY 16 and thereafter, will be paid in accordance with the (FY 16) schedule above.

LONGEVITY

	2014-15	2015-16	2016-17	2017-18	
After 13 years	3,099	3,099	3,099	3,099	Teachers who receive
After 16 years	3,722	3,722	3,722	3,722	longevity in 14-15, will
Interdisciplinary Council	4,544	4,544	4,544	4,544	continue to receive it.

APPENDIX B

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 C
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