

PORTLAND SCHOOL DISTRICT

and the

CEA-PORTLAND

Covering The Period From

July 1, 2022 to June 30, 2025

10/15/21
10479789v.2

TABLE OF CONTENTS

Article 1	The Agreement	1
Article 2	Recognition.....	1
Article 3	Teacher Transfer and Vacancies	2
Article 4	Salary Statement	3
Article 5	Amendment	3
Article 6	Severability.....	3
Article 7	Board Policy and Contract Distribution.....	3
Article 8	Use of School Facilities.....	3
Article 9	Grievance Procedure.....	3-5
Article 10	After School Meetings/Evening Responsibilities.....	5-6
Article 11	Duty Free Lunch Period.....	6
Article 12	Protection of Teacher Personal Injury Benefits	6
Article 13	Teaching Assignments.....	6
Article 14	Teaching Periods	6-7
Article 15	Personal Freedom	7
Article 16	Teaching Duties.....	7
Article 17	Degree Definition	7-9
Article 18	Special Facilities.....	9
Article 19	Length of Work Day and Year	9
Article 20	Conference Leave.....	9
Article 21	Personal Leave.....	10
Article 22	Bereavement Leave	10
Article 23	Sick Leave	10-11
Article 24	General Leave.....	11
Article 25	Adoption Leave	11
Article 26	Sabbatical Leave	12-14
Article 27	Annuity Plan.....	14
Article 28	Payroll Deductions.....	14-15
Article 29	Longevity.....	15-16
Article 30	Requirements for Advance on the Salary Scale	16
Article 31	Extra Pay for Extra Duty	16-17
Article 32	Death or Retirement Benefit	17
Article 33	Insurance Benefits.....	17-19
Article 34	Salary/Insurance Benefits Part-Time Teachers.....	20
Article 35	Salary Payment	20
Article 36	Early Retirement Incentive.....	20
Article 37	Personnel File	20
Article 38	Reduction in Force/Recall.....	21-22
Article 39	Just Cause	22
Article 40	Transportation Allowance.....	22
Article 41	Jury Duty	22
Article 42	Distance Learning/Virtual High School	22
Article 43	Class Coverage	22
Article 44	Sick Leave Bank.....	22
Article 45	Summer School Program	23
Article 46	Duration	23
	Signature Page.....	23

Appendices

A-1	Portland Teachers' Salary Scale 2022-23	24
A-2	Portland Teachers' Salary Scale 2023-24	25
A-3	Portland Teachers' Salary Scale 2024-25	26
B	Extra-Curricular Scale 2022-25	27-30
C	Sabbatical Leave Form.....	31
D	Grievance Form.....	32
D-1	Grievance Response	33
E	C.G.S.46a-60(a)(7) Re: Maternity Disability	34

ARTICLE 1
THE AGREEMENT

- A. Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the public school system of the Town of Portland, and the teaching staff, under governing law, rules, ordinances and regulations - municipal, state and federal.
- B. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement. The Association agrees that it shall not call, authorize, or instigate any strike or other work slowdown during the period of this Agreement or any extension thereof.

ARTICLE 2
RECOGNITION

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

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

- 1. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
 - 2. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
 - 3. DSAP holders shall have no bumping rights or recall rights under this Agreement.
- B. The Association agrees to represent equally all teachers without regard to membership or participation in, or association with the activities hereof, the Association or any other teacher employee organization.

ARTICLE 3
TEACHER TRANSFERS AND VACANCIES

- A. **Transfers:** A transfer shall be defined as the voluntary or involuntary assignment of a teacher to another building.

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

1. When involuntary transfers are necessary, notice of such transfers shall be given to the teachers involved upon knowledge that such transfers are necessary.
2. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, or principal, at which time the teacher will be notified of the reason for the transfer.
3. No teacher shall be transferred without good cause.
4. A system-wide list of all vacant positions shall be made available to all teachers being transferred. Teachers who desire to do so may request and be considered for a transfer to any vacancy for which they are qualified.

Teachers desiring a transfer shall submit a written request to the Superintendent by May 1st stating the specific assignment or nature of the assignment. Such requests shall be acknowledged promptly in writing.

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

- B. **Vacancies:** A vacancy shall be defined as an opening that the Board decides to fill which is caused by death, retirement, discharge, resignation, transfer or by the creation of a new position.

Upon the completion of building assignments and transfers, notice of all vacancies that the Board intends to fill shall be posted and emailed to each member of the bargaining unit via the district provided email address list for a minimum of five (5) schools days prior to filling the vacancy.

Any member of the staff may apply for a vacancy, as defined herein, and such applications will be given due consideration.

Job descriptions will be written and made available for positions when such job descriptions do not exist.

When school is not in session during the summer, notice of vacancies shall be forwarded to each member of the bargaining units district provided email address.

ARTICLE 4
SALARY STATEMENTS

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

ARTICLE 5
AMENDMENT

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

ARTICLE 6
SEVERABILITY

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

ARTICLE 7
BOARD POLICY AND CONTRACT DISTRIBUTION

The Board shall provide each teacher with a copy of this contract electronically, and by hard copy if requested.

ARTICLE 8
USE OF SCHOOL FACILITIES

- A. The Association may use school buildings without cost at reasonable times for meetings provided, however, that the Association will be required to pay for any additional custodial or other costs involved by reason of said meetings. The time and place of all such meetings will be arranged with the consent of the principal of the building in question.
- B. There will be one (1) bulletin board in each school building which will be placed in the faculty lounge, for the joint use of the Association and the school administration, for the purpose of displaying notices, circulars and other materials. The Association and the Board agree that they will not post any material which is derogatory to the administration, the Association, the C.E.A., the N.E.A., or the Board or any member thereof, or the school system.
- C. Should the district engage in a new teacher orientation, the Association shall have at least 30 minutes to meet and engage with said teachers.

ARTICLE 9
GRIEVANCE PROCEDURE

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

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

Each grievance shall be submitted in writing on a form attached hereto approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events

or conditions constituting the grievance existed and, if known, the identity of the person(s) responsible for causing such event or condition, and a general statement of the grievance redress sought by the aggrieved party.

A grievance shall be deemed waived unless it is submitted within 25 days after the aggrieved party knew or should have known of the events or conditions on which it is based.

B. Definitions

1. A "*grievance*" shall mean a complaint alleging a misinterpretation, misunderstanding, misapplication or violation of a specific provision or provisions of this Agreement.
2. A "*teacher*" is any person in the unit covered by this Agreement.
3. An "*aggrieved party*" is a teacher, group of teachers, or the Association, who submits a grievance.
4. "*Days*" refers to school days. During the summer, days shall refer to non-holiday weekdays.

LEVEL ONE - School Principal

- a. If a teacher has a grievance that is to be pursued formally in accordance with provisions of this contract, the individual must file a written grievance with the building principal.

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

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

LEVEL TWO - Superintendent of Schools

- a. If the aggrieved teacher is not satisfied with the disposition at Level One, the aggrieved teacher may within ten (10) school days file a written grievance with the Superintendent with a copy to the Association.
- b. The Superintendent shall within ten (10) school days after receipt of referral meet with the aggrieved teacher and with a representative of the Association, if the teacher so desires, for the purpose of adjusting or resolving the grievance.
- c. The Superintendent shall within five (5) school days after the hearing forward the decision and the reasons for it in writing to the aggrieved teacher, with a copy to the Association.

LEVEL THREE - Board of Education

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

- b. The Board shall within thirty (30) school days after the receipt of such appeal meet with the aggrieved teacher and with representatives of the Association for the purpose of adjusting or resolving the grievance.
- c. The Board shall within three (3) school days after its next meeting forward its decision and the reasons for it, in writing to the aggrieved teacher, with a copy to the Association.

LEVEL FOUR - Arbitration

- a. In the event the aggrieved teacher is not satisfied with the disposition of the filed grievance at Level Three, the Association may within fifteen (15) school days of the Board's decision refer the grievance to the American Arbitration Association for arbitration pursuant to its voluntary rules.
- b. The arbitrator's decision shall be in writing and shall set forth the findings, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires a commission of an act prohibited by law or is violative of the terms, of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall not have power to alter, add to, or detract from the provisions of this Agreement.
- c. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE 10

AFTER SCHOOL MEETINGS/EVENING RESPONSIBILITIES

- A. Teachers will be expected to attend scheduled meetings for the improvement of teaching, workshops and other special meetings, some of which will be held outside of regular school hours. Attendance at after school meetings (other than faculty meetings) shall not extend beyond one hour. Administration shall normally provide teachers with a minimum of 24 hours notice of before or after school meetings, unless providing such notice is not feasible due to unique circumstances that require the meeting to occur on short notice.
- B. Teachers will attend up to two (2) evening events each year, excluding parent/teacher conferences. On an annual basis, teachers will be notified, in writing, by the Administration of the date of the first semester event by September 5th and the second semester event by January 30th.

Teachers will be advised of the scheduling of these events at least one (1) month in advance or, if feasible, be given greater notice in advance. Teachers who receive a stipend or hourly payment for an added position or responsibility may be required to attend additional meetings relating to such position or responsibility. Teachers may be excused on a case-by-case basis for good cause by making an individual request of the Principal in advance of the event they wish to miss.

Additionally, teachers will attend evening parent/teacher conferences during each semester; such parent/teacher conferences will be scheduled by the Board on an annual basis.

Teachers will be advised of the dates and times of the parent teacher conferences prior to the commencement of each school year.

ARTICLE 11
DUTY-FREE LUNCH PERIOD

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

ARTICLE 12
PROTECTION OF TEACHER-PERSONAL INJURY BENEFITS

- A. Teachers shall report immediately in writing to their principal and to the central office all cases of assault or injury suffered by them in connection with their employment.
- B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession, not privileged by law, which relates to the incident or persons involved.
- C. Whenever a teacher is absent from school as a result of personal injury caused by an assault or accident arising, out of and in the course of the teacher's employment covered by Workers' Compensation, the teacher's full salary shall be paid for the period of such absence. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers' Compensation award for temporary disability due to the said injury for the period for which such salary is paid. Salary paid by the Board is not to exceed one school year. While receiving pay pursuant to this Article, the teacher may not engage in other remunerative employment.

ARTICLE 13
TEACHING ASSIGNMENTS

- A. Teachers initially employed by the Board shall receive their building grade and/or subject assignments from the Superintendent's Office.
- B. Teachers already in the system shall receive notification of their program for the ensuing contract year prior to the close of the current contract year. It is understood that it may be necessary to change certain assignments during the summer. The President of the Association or the assigned designee shall be notified of any changes made during the summer.

ARTICLE 14
TEACHING PERIODS

At the middle school and high school, in the 7-period, 6-day rotation schedule, teachers shall be assigned five (5) teaching periods and (1) planning/preparation period. Teachers may be assigned up to 24 teaching periods in the 7-period, 6-day rotation. Winn/Advisory/Mentor/Flex periods are not considered teaching periods. If teachers are not assigned an activity during WINN/Advisory/Flex/Mentor, they may be assigned a duty. Teachers assigned a course during the Winn/Advisory/Flex/Mentor period (which will be time equivalent to the equivalent to the length of a regular teaching period), shall have that course count towards one (1) of the five (5) teaching periods.

In a 7-period, 6-day rotation schedule, teachers will be assigned one period equal to the length of a teaching period for preparation. In a 6-day rotation, on the days that a teacher's only preparation period drops, said teacher will be assigned 30 minutes of preparation time.

If the schedule at the secondary school changes, the parties shall meet to revise the provisions of this Article to address the new schedule.

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

The Board will provide five (5) preparation periods per week for elementary school teachers.

ARTICLE 15 **PERSONAL FREEDOM**

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

ARTICLE 16 **TEACHER DUTIES**

- A. No teacher shall be assigned cafeteria duty two (2) consecutive years, unless the teacher requests the duty.
- B. Elementary teachers will not be required to assume morning bus duty until all paraprofessionals have been assigned.
- C. Teachers shall be responsible for duties assigned by the administration, including but not limited to bus duties, lunch duties, special supervision, homerooms, etc. Such duties shall be determined by the Principal each year after consultation between administration and a representative designated by the Association for the respective schools, except in urgent circumstances. The representative of the Association will review for rotation of duties and for time equity as much as practicable and may provide suggestions for revisions. To the extent feasible and appropriate, the Principal shall strive to assign duties equitably and achieve balance throughout the staff.
- D. When possible, the Association President shall be assigned reduced duties during the entire term of office.

ARTICLE 17 **DEGREE DEFINITION**

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

- Bachelor** A baccalaureate degree earned at an accredited college or university.
- Master** A Master's Degree earned at an accredited college or university. Teachers employed after July 1, 2013 shall be required to earn a Master's Degree.
- Sixth Year** A second Master's Degree in a discipline other than the discipline in which the original Master's Degree was earned; or the completion of thirty (30)

graduate level credits beyond the Master's Degree in a planned program pre-approved by the Portland Superintendent from an accredited college or university; or a "sixth year certificate" from an accredited college or university or at least sixty (60) graduate level credits in a degree program such as social work, speech pathology or psychology.

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

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

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

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

New Hires:

In determining placement on the salary schedule, credit for previous public school teaching or public school administrator experience shall be given. Experience credit may be given for parochial, private, college/university experience or relevant work experience, as determined by the Superintendent of Schools, for up to five (5) years of experience. Substitute coverage shall not be a consideration. Placement and advancement on the salary schedule for part-time teachers who work less than .50 shall be determined by the Superintendent of Schools.

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

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

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

Credit for military experience: credit will be granted to teachers on the Salary Scale for time spent in military service up to a maximum of four (4) years.

ARTICLE 18
SPECIAL FACILITIES

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

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

ARTICLE 19
LENGTH OF WORK DAY AND WORK YEAR

- A. The length of the teacher work day, excluding staff meetings, extra-curricular and coaching activities, and special events shall not exceed seven (7) hours and fifteen (15) minutes. All bargaining unit members will be present and available to students in their classrooms (or at their work area/station for non-classroom teachers) at least ten (10) minutes prior to the scheduled start of school for students.
- B. The work year shall be the student school year (181) plus six (6) days. At least one-half (½) of the non-school days each year will be used by the Board for staff development. One-half (½) day prior to the start of the student school year and one-half (½) day at the conclusion of the student school year shall be provided for individual, teacher self directed preparations.

ARTICLE 20
CONFERENCE LEAVE

- A. Teachers may be granted an unspecified number of days with full pay, at the discretion of the Superintendent of Schools, for such purposes as visiting days, institutes, organization meetings, conferences and community relations activities. In reviewing requests for such leave, the Superintendent shall consider the relationship between the request and the teacher's individual growth goals and/or the district wide goals.
- B. The Board agrees to reimburse all teachers for expenses directly relating to attending the conference, excluding the cost of travel and meals before and after the conference as approved by the Superintendent subject to budgetary limitations.
- C. Any teachers required or requested by the Superintendent to attend workshops, seminars or similar sessions (other than those required by the position such as federally aided home economics) on days other than those appearing on the established school calendar, paid \$150/day for each full day of participation in the workshop or seminar (payment shall be prorated for partial day seminars). The teacher shall be required to provide evidence of successful attendance and completion of the full workshop and seminar in order to receive compensation.
- D. Any advisor/member that must take a school sponsored extra-curricular group forward to a state or national competition/conference (or other school sponsored activity) shall be reimbursed by the district for lodging, travel and meal expenses, as long as the expenses have been pre-approved by the Superintendent.

ARTICLE 21
PERSONAL LEAVE

- A. There shall be three (3) school days of personal leave with full pay annually, but not cumulative, for pressing personal matters that cannot be addressed outside of school hours. Teachers will notify the Superintendent of Schools at least 24 hours in advance, through the District's electronic leave reporting system. A telephone call to the principal will be acceptable, in cases of emergency, to be followed in the near future by a written request to the Superintendent of Schools.
- B. Personal days will normally not be granted for a school day preceding or following a holiday or a vacation period as indicated on the official school calendar, and will not be granted for those requests that exceed six percent (6%) of the number of teachers in that building for any particular day. The Superintendent, on the request of a particular teacher, will give consideration to any unusual circumstances outside of the teacher's control that justify leave being granted the day preceding or following a holiday or a vacation period.
- C. The Board as a practice will not grant leaves of absence to staff members for their own marriages, honeymoons, or pleasure trips. The Superintendent, on the request of a particular teacher, will give consideration to any unusual circumstances.

ARTICLE 22
BEREAVEMENT LEAVE

Employees will be allowed annually a total of five (5) days of bereavement leave for the death of a member of the employee's immediate family. For purposes of this Section, "immediate family" shall be defined as the teacher's spouse, children (including foster children), parents, and any other person living in the teachers' household (such as a grandchild living with the teacher) provided that use of leave for such individuals is approved by the Superintendent. Of the five (5) days, three (3) may be used for grandparents, grandchildren, siblings, in-laws. A denial of a request to use bereavement for a person living in the teachers' household shall not be subject to the grievance and arbitration procedure.

ARTICLE 23
SICK LEAVE

- A. There shall be fifteen (15) sick leave days with pay each contract year. These fifteen (15) days will be available at the beginning of the contract year and are cumulative to one hundred seventy days (170) of sick leave. Each contract year thereafter, in addition to the one hundred seventy (170) days, a total of fifteen (15) sick leave days will be available but not cumulative. Upon the Superintendent's recommendation, the Board may, in its discretion, grant additional time on a case-by-case basis.
- B. Teachers may use up to ten (10) sick days per contract year for illnesses to the teacher's immediate family or medical appointments for immediate family members that cannot be scheduled outside of work hours.
- C. For purposes of this Section, "immediate family" shall be defined as the teacher's spouse, children (including foster children), parents and any other person living in the teachers' household (such as a grandchild living with the teacher) provided that use of sick leave for such individuals is approved by the Superintendent. A denial of a request to use sick days for a person living in the teachers' household shall not be subject to the grievance and arbitration procedure.

- D. The Board will make available electronically to each teacher the number of sick days that have been accumulated by the teacher.

ARTICLE 24
GENERAL LEAVE

- A. Upon the recommendation of the Superintendent of Schools, the Board may permit members of the teaching staff to take leave not in excess of two (2) contract years in length, for rest, restoration of health, study, alleviation of hardship involving themselves or their immediate family, peace corps duty, exchange teacher leave, and parenthood leave. Any teacher on sick leave may be granted an extension of their leave for reasons found to be acceptable by the District.
- B. Any person granted such leave shall receive no compensation during the period. The employee granted such leave may continue their medical and insurance coverage by paying premiums to the Board during said leave. The teacher must notify the District by February 1st of intent to return to the District the following September.
- C. An attempt will be made to return the teacher to a position equivalent to the position the teacher left. When the teacher returns, the teacher's years of service in Portland contract status, and accumulated sick leave will be the same as it was when the teacher left.
- D. **Family Medical Leave**

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

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

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

ARTICLE 25
ADOPTION LEAVE

The Board agrees to provide an employee up to three (3) weeks of leave for purposes of adoption. Additional time beyond the three weeks is available at the discretion of the Superintendent. Adoption leave is paid leave provided the employee has sufficient accrued sick days. If not, such leave is available without pay.

ARTICLE 26
SABBATICAL LEAVE

A. Purpose and Objective

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

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

B. Provisions

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

C. **Terms of Sabbatical Leave Agreement**

1. Prior to the taking of the sabbatical leave, the teacher shall execute a promissory note with the Board obligating the teacher either to remain in service with the Portland School District or to refund the salary and cost of fringe benefits advanced by the Board. Should the teacher fail to remain in service for a period of three (3) years, said note shall be payable upon demand entitling the Board to the legal rate of interest as of the date of separation on the amount then due and owing and the costs of collection, including reasonable attorneys' fees. The Board of Education may exempt any teacher who as a matter of illness or extreme personal hardship is unable to comply with these provisions upon return from sabbatical. The Board shall not unreasonably withhold such exemption.
2. The applicant agrees to submit an adequate report to the Superintendent and Board within two (2) months after their return to duty.
3. Plans approved which include study shall call for minimum of nine (9) semester hours per semester.
4. Staff members on sabbatical leave may not reapply until seven (7) contracted years of service have elapsed. Initial applications will receive priority consideration over second time applicants, other things being equal.
5. Pay during sabbatical leave will be at the rate of three quarters ($\frac{3}{4}$) of the teacher's regular pay during that period. The salary base is to be the same as though the teacher were teaching in Portland that year. All insurance benefits shall continue in full force during the period of the leave
6. Each successful applicant shall, if requested by the Superintendent, conduct a seminar for interested teachers so as to permit such teachers to share in some of the educational benefits gained by the teacher completing sabbatical leave.
7. Teachers who are granted sabbatical leave must agree not to accept gainful employment while on leave. However, teachers on sabbatical leave will be encouraged to seek scholarship and/or fellowships involving minor teaching assignments. If the total of these scholarships and/or fellowships exceeds the total of the teacher's normal pay, the grant by the Board will be reduced by the amount of the excess.
8. The District agrees to maintain the schedule rights of the employee as pertains to sick leave, retirement, increment, and eligibility for insurance.
9. The District agrees that upon return, the teacher shall be restored to the former position or one of comparable status and pay shall be provided.

D. **Sabbatical Leave of Absence for the Purpose of Study**

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

1. At the beginning of each semester, the applicant must submit evidence of registration in an approved college or university. (This evidence may be submitted in the form of a letter from the registrar of the school, or the registration card from the school.)

2. At the end of each eight (8) week period, the teacher granted sabbatical leave must submit to the Superintendent of Schools a written statement affirming attendance at school.
3. At the conclusion of each semester, the teacher granted sabbatical leave shall produce evidence of the work completed during the semester.
4. If the sabbatical leave is granted for research, evidence in writing of the progress of the research shall be submitted to the Superintendent of Schools every sixteen (16) weeks. The application form for Sabbatical Leave appears in Appendix E.

ARTICLE 27
ANNUITY PLAN

Teachers shall be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. §7-370. The list of approved vendors shall be provided to teachers each fall.

ARTICLE 28
PAYROLL DEDUCTIONS

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

B. A list of approved deductions is as follows:

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

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

C. **Dues Deduction**

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

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

D. 1. **Deductions**

The Portland Board of Education agrees to deduct from each teacher in the Association an amount equal to the Association membership dues by means of

payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

3. **Subsequent Employment**

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

4. **Forwarding of Monies**

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

5. **Lists**

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

6. **Reference to Association**

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

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

E. Each teacher's total school year premium contribution for health insurance shall be deducted at a rate of 1/22 in each of the first two paychecks per month.

ARTICLE 29
LONGEVITY

A. Any teacher who has served twenty-five (25) years in Connecticut, the last fifteen (15) years in Portland, will receive one thousand two hundred two dollars (\$1,202.00) in addition to their normal salary.

B. Any teacher who has served a total of thirty (30) years, the last twenty-five (25) of which are in Connecticut, the last twenty (20) years of service in Portland, will receive one thousand seven hundred forty-eight dollars (\$1,748.00) in addition to their normal salary.

Note: If a teacher fulfills both of these conditions, the total payment will still be just one thousand seven hundred forty eight dollars (\$1,748.00).

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

ARTICLE 30
REQUIREMENTS FOR ADVANCEMENT ON THE SALARY SCALE

- A. Teachers accepting employment or a contract agree to accept the assignment of the Board through the Superintendent of Schools within their field of certification.
- B. The Board will pay up to six hundred dollars (\$600.00) for tuition for three (3) credit courses approved by the Superintendent prior to being taken by teachers. It is the sole discretion of the Superintendent to approve reimbursement of up to six hundred dollars (\$600.00) for non-credit courses or classes/courses that are less than three (3) credits, if such courses or classes are part of a planned, accredited program related to the teacher's position in Portland and the teacher's completion of the course or class would benefit the Portland Public Schools. This provision will have a maximum total expenditure of twenty thousand dollars (\$20,000.00) per contract year.

Application for such reimbursement must be submitted in writing to the Superintendent prior to the start of the course. At the end of the school year, the total cap expenditure for that school year will be distributed to all applicants with an understanding that each applicant is reimbursed for one course up to six hundred dollars (\$600.00) prior to disbursement of remaining monies for additional courses. In the event that the maximum cap is not sufficient to reimburse each applicant six hundred dollars (\$600.00) for one (1) course, the total cap expenditure for that school year shall be divided equally among all applicants.

ARTICLE 31
EXTRA PAY FOR EXTRA DUTY

- A. Teachers may receive additional compensation above the salary scale for extra assignments in coaching and extra-curricular duties. When teachers are assigned to carry out the responsibilities they will be paid the stipends which are listed. All positions for extra pay will be voluntary.
- B. Any advisor/teacher that is required by school administration to take an extra-curricular group to state or national competition/conferences shall be reimbursed by the district for lodging, travel and meal expenses. Lodging, travel and meal expenses must be approved by the Superintendent in advance.
- C. When openings occur in extra curricular activities, the Superintendent of Schools will notify the staff in accordance with Article 3.
- D. Consideration will be given to prospective candidates in the following order:
 - 1. Qualified members of the teaching staff in the building where the activity or coaching takes place.
 - 2. Qualified members of the teaching staff in other Portland school buildings.
 - 3. Qualified persons not on the teaching staff.

- E. The Superintendent of Schools will make the final decision.
- F. The list of extra-curricular position rates and/or criteria for pay appears in Appendices B, C, and D.
- G. Guidance Counselors shall be required to work an additional ten (10) days beyond the teacher work year. These additional days shall normally be scheduled as five (5) days before and five (5) days after the work year, unless administration and the guidance counselor agree to an alternate schedule. Guidance counselors shall be paid per diem for these additional work days.

ARTICLE 32
DEATH OR RETIREMENT BENEFIT

- A. Upon the retirement of a teacher whose first day of actual employment with this Board is on or before June 30, 2016, the teacher shall be awarded three-fourths ($\frac{3}{4}$) of accumulated days of sick leave times seventy-three dollars (\$73.00). Teachers shall have the option of receiving this payment on July 1st or January 1st, following retirement. Teachers whose first day of actual employment with the Board is on or after July 1, 2016 shall not be eligible for the benefit set forth herein.

A teachers first date of actual employment with the Board shall be defined as the teacher's first day of working for the Board, not the date the offer of employment is accepted and executed by the teacher.

- B. An eligible teacher must notify the Board by December 1st preceding the intended retirement (with the exception of acts of God, severe illness, or unusual condition) to be eligible for the above stated retirement benefit.
- C. Upon the death of a teacher who is actively employed by the Board at the time of death and whose first day of actual employment was on or before June 30, 2016, the estate of the teacher shall be paid for three-fourths ($\frac{3}{4}$) of the deceased teacher's accumulated days of sick leave times seventy-three dollars (\$73.00) on the July 1st following the teacher's death.

ARTICLE 33
INSURANCE BENEFITS

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

- A. In the 2022-2023 school year, a nineteen percent (19%) premium share contribution will be applied to the cost of all coverage regardless of level.

In the 2023-2024 school year, a nineteen and a half percent (19.5%) premium share contribution will be applied to the cost of all coverage regardless of level.

In the 2024-2025 school year, a twenty and a half percent (20.5%) premium share

contribution will be applied to the cost of all coverage regardless of level.

The Board of Education pays for individual dental coverage. If the employee elects dependent dental coverage, this premium is at the employee's expense.

1. Full-time teachers may select insurance coverage as described in Section E below
 2. Group Life Insurance Coverage fifty thousand dollars (\$50,000.00) with the Board assuming the full cost of the premium.
 3. Dental Coverage (options)
- B. In each case when the name of the particular company or specific plan has been used, the intent is to indicate a specific type of insurance benefit and not to establish a relationship with one particular company or any specific type of insurance benefit with other companies. The Board shall have the right to change insurance carriers in whole or in part, in order to provide the insurance coverage set forth below, provided that the plan(s) which result from change in carriers or third party administrators are comparable to the plan(s) described below, in terms of coverage, benefits and administration.

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

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

- C. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a Section 125 salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of the health insurance premiums.
- D. The Board shall allow teachers to participate in a long-term disability plan. Teachers electing the plan shall pay fifty percent (50%) of the cost of the premium and the Board shall contribute the remaining fifty percent (50%). Such plan shall have a waiting period of one hundred eighty (180) days and provide a monetary benefit of sixty-six and two-thirds percent ($66 \frac{2}{3}$) of salary to a maximum of three thousand dollars (\$3,000.00) per month. If a teacher elects to increase the monthly benefit, the additional cost will be assumed by the teacher.

E. **High Deductible Health Plan**

Effective July 1, 2022 through June 30, 2025:

Summary of Plan Design:

The HDHP shall have a \$2,500.00 single and \$5,000.00 family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$5.00 Generic/\$25.00 Brand Name/\$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Gastric bypass, unlimited infertility benefits and no pre-authorization on high-cost diagnostics shall be excluded from the HDHP.

Out of pocket maximum: in network \$3,500 for the individual and \$7,000 for the family.

Out of network medical services will be subject to a 70% plan/30% member coinsurance.

Out of pocket maximum: out of network \$5,000 for the individual and \$10,000 for the family.

For the 2022-23 school year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA"). In 2023-24, the Board will contribute forty-seven percent (47%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA"). In 2024-25, the Board will contribute forty-five (45%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA"). The Board's contribution toward the deductible will be deposited into the HSA accounts throughout the course of the contract year on a quarterly basis (on or about July 31st, October 31st, January 31st and April 30th).

The parties acknowledge that the Board's contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

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

Any teacher who enrolls in the HDHP and is not eligible for tax advantaged contributions to an HSA will be provided with quarterly payments through payroll that are equal to the same dollar amount as the Board pays for an employee who is eligible for contributions toward the HSA, at the teacher's level of insurance (single, single + 1 or family). Such payments shall be taxable.

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that the employee commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward an established HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) the employee elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year.

ARTICLE 34
SALARY/INSURANCE BENEFITS PART-TIME TEACHERS

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

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

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

ARTICLE 35
SALARY PAYMENT

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

Teachers shall receive 1/22 of their salary per paycheck.

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

All teachers shall receive their remuneration via direct deposit.

ARTICLE 36
EARLY RETIREMENT INCENTIVE

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

ARTICLE 37
PERSONNEL FILE

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

ARTICLE 38
REDUCTION IN FORCE/RECALL

- A. Prior to commencing action to terminate teacher contracts under the need to reduce staff, the Board of Education will consider its ability to reduce staff by:
1. voluntary retirements
 2. voluntary resignation
 3. transfer of existing staff members
 4. voluntary leaves of absence
- B. If a teacher has attained tenure status, the contract of employment may be terminated if the position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the school system. "Position available" shall include, according to law, any position for which said teacher is determined to be qualified and which is either open and available held by a non-tenured teacher in the district, or held by a tenured teacher with less seniority in the Portland Public Schools than the teacher whose position has been eliminated. Determination-of those to be released shall be in the following order:
1. non-tenured teachers holding initial education/provisional certification
 2. non-tenured teachers holding professional educator certification
 3. tenured teachers holding provisional certification
 4. tenured teachers holding professional educator certification
- C. The following considerations will be used to select those employees who are to be recommended for termination within the broad tenure and certification categories established above:
1. areas of certification
 2. teaching experience in other positions which may be available
 3. degree status
 4. total years of teaching experience
 5. total years of teaching experience in the school
 6. qualifications and ability as determined by district evaluation of the teacher's performance.
- D. When the Board of Education considers termination of the contract of a teacher it shall authorize the Superintendent to notify the teacher in writing that termination of the teacher's contract is under consideration. The notification and any subsequent proceedings related to termination will be in accordance with the provisions of C.G.S. §10-151, amended.
- E. Nothing herein shall compel the promotion of a teacher to higher rank even though the teacher is qualified for such promotion and the position is open, and the teacher is being considered for termination under Board policy and this regulation.
- F. **Recall Procedure**

If the employment of a teacher is terminated because of elimination of position, the name of the teacher shall be placed on a reappointment list and remain on such list for one (1) hiring seasons unless such teacher obtains employment as a public school teacher in another district, other than on a substitute basis, during that period. If a position becomes open during such period, the teacher who has been selected by the Board of Education as the person on the recall list who is certified and most qualified to hold that position, will be

notified in writing by registered mail, sent to the teacher's last known address, thirty (30) days prior to the anticipated date of re-employment unless the opening occurs during a school year. The teacher shall accept or reject the appointment in writing within fifteen (15) days of date of letter registration. If the teacher rejects the appointment offer, or does not respond according to this procedure within fifteen (15) days, then the name of the teacher will be removed from the recall list. Teachers recalled under provisions of this Article shall have all previously earned sick leave days reinstated. When possible, recall notices for those non-tenured teachers who have received non-renewal notices, shall be issued no later than June 1 of each year.

ARTICLE 39
JUST CAUSE

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

ARTICLE 40
TRANSPORTATION ALLOWANCE

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

ARTICLE 41
JURY DUTY

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

ARTICLE 42
DISTANCE LEARNING/VIRTUAL HIGH SCHOOL

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

ARTICLE 43
CLASS COVERAGE

- A. Every reasonable effort shall be made not to have special area teachers cancel student services in order to provide coverage in a classroom.
- B. When substitutes are unavailable, teachers maybe assigned to cover classes. Any teacher who loses their preparation time due to class coverage shall receive twenty seven dollars and three cents (\$27.03) for each preparation period lost due to class coverage.

ARTICLE 44
SICK LEAVE BANK

On the rare occasion when an employee with four (4) years of completed service with the Board may have an extended period of disability due to catastrophic illness which extends beyond the amount of sick leave covered by the employee's accumulated sick leave and all other available leave time, that employee may request that CEA-Portland establish a Sick Leave Donation on the employee's behalf.

Teachers may donate up to two (2) days of their accumulated sick leave to be used by the applicant, if needed. The donated days may be used exclusively by the applicant, up to a maximum of 90 days. Any unused, donated days will be forfeited.

ARTICLE 45
SUMMER SCHOOL PROGRAM

- A. All openings for these positions shall be posted in accordance with Article. 3, Teacher Transfers and Vacancies.
- B. Staff hired to teach in the summer school program shall be compensated at the following rates:
 - July 1, 2022 - June 30, 2023: \$50.00
 - July 1, 2023 - June 30, 2024: \$50.50
 - July 1 2024 - June 30, 2025: \$51.01

ARTICLE
DURATION

This Agreement shall be effective as of July 1, 2022 and shall continue and remain in full force and effect until June 30, 2025.

If the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I or any other federal statute or regulation, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

SIGNATURES

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

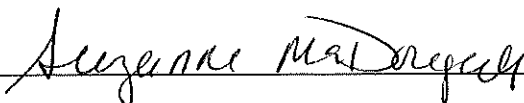
PORTLAND SCHOOL DISTRICT

Date 11/3/21

By 

CEA-PORTLAND

Date 11/3/2021

By 

APPENDIX A-1
PORTLAND TEACHERS' SALARY SCALE

2022-2023

STEP	Bachelor's	Master's	6th year
1			
2	46,799	50,994	53,801
3	48,233	52,610	55,550
4	49,704	54,338	57,357
5	51,338	56,011	59,154
6	53,527	57,972	61,004
7	56,389	60,046	63,183
8	59,766	63,521	66,652
9	63,143	66,996	70,121
10	66,520	70,471	73,590
11	69,897	73,946	77,059
12	73,274	77,421	80,528
13	77,034	81,300	84,417
14	82,859	87,355	90,561

Doctorate: One thousand dollars (\$1,000.00) additional to 6th year schedule to any teacher that qualifies as per Article 17.

Longevity: One thousand two hundred two dollars (\$1,202.00) or one thousand seven hundred forty eight dollars (\$1,748.00) additional to any teacher who qualifies as per Article 29.

Teachers employed during the 2021-2022 school year will move up one (1) step with the commencement of the 2022-2023 contract year. Max step received a GWI of 1.5%.

APPENDIX A-2
PORTLAND TEACHERS' SALARY SCALE

2023-2024

STEP	Bachelor's	Master's	6th year
1			
2	47,735	52,014	54,877
3	49,198	53,662	56,661
4	50,698	55,425	58,504
5	52,365	57,131	60,337
6	54,598	59,131	62,224
7	57,517	61,247	64,447
8	60,961	64,791	67,985
9	64,406	68,336	71,523
10	67,850	71,880	75,062
11	71,295	75,425	78,600
12	74,739	78,969	82,139
13	78,575	82,926	86,105
14	84,102	88,665	91,919

Doctorate: One thousand dollars (\$1,000.00) additional to 6th year schedule to any teacher that qualifies as per Article 17.

Longevity: One thousand two hundred two dollars (\$1,202.00) or one thousand seven hundred forty eight dollars (\$1,748.00) additional to any teacher who qualifies as per Article 29.

Step movement only for the 13 teachers who were solely selected by the CEA- Portland, based on having a difference of 4 or more years between current step and Portland experience. No step movement shall be granted for other teachers, but 2% GWI was applied for steps 1-13 and 1.5% to max.

APPENDIX A-3
PORTLAND TEACHERS' SALARY SCALE

2024-2025

STEP	Bachelor's	Master's	6th year
1	49,690	54,199	57,228
2	51,205	55,979	59,089
3	52,889	57,702	60,940
4	55,144	59,722	62,846
5	58,092	61,859	65,091
6	61,571	65,439	68,665
7	65,050	69,019	72,238
8	68,529	72,599	75,813
9	72,008	76,179	79,386
10	75,486	79,759	82,960
11	79,361	83,755	86,966
12	85,364	89,995	93,298

Doctorate: One thousand dollars (\$1,000.00) additional to 6th year schedule to any teacher that qualifies as per Article 17.

Longevity: One thousand two hundred two dollars (\$1,202.00) or one thousand seven hundred forty eight dollars (\$1,748.00) additional to any teacher who qualifies as per Article 29.

Teachers employed during the 2023-2024 school year will move up one (1) step with the commencement of the 2024-2025 contract year. After step movement, the bottom step was dropped and the schedule was re-numbered. In order to create this schedule 1% GWI was applied to steps below top step and 1.5% GWI was applied to the maximum step.

Renumbering chart shown below. Teachers shall move step and then be placed on the new schedule. For example, a teacher on step 2 in 2023-24, shall be on step #1 in 2024-25 (old step #3).

Old Step #	New Step #
3	1
4	2
5	3
6	4
7	5
8	6
9	7
10	8
11	9
12	10
13	11
14	12

**APPENDIX B
EXTRA CURRICULAR STIPEND SCALE**

COACHING:	Number	2022-2023	2023-2024	2024-2025
<u>High School:</u>	Positions	Stipend	Stipend	Stipend
Baseball	1	5,105	5,156	5,207
Assistant Baseball	1	4,151	4,193	4,235
Softball	1	5,105	5,156	5,207
Assistant Softball	1	4,151	4,193	4,235
Tennis (Boys & Girls)	2	4,545	4,590	4,636
Cross Country	1	4,545	4,590	4,636
Assistant Cross Country	1	3,535	3,570	3,606
Spring Track	1	5,611	5,667	5,723
Assistant Spring Track	2	4,602	4,648	4,694
Winter Indoor Track	1	4,602	4,648	4,694
Assistant Winter Track	1	4,052	4,093	4,134
Soccer (Girls/Boys Varsity)	2	5,595	5,651	5,708
Assistant Soccer	2	4,148	4,190	4,231
Wrestling	1	6,172	6,234	6,296
Assistant Wrestling	1	5,048	5,098	5,149
Golf	1	4,658	4,705	4,752
Girls Varsity Basketball	1	7,013	7,084	7,154
Boys Varsity Basketball	1	7,013	7,084	7,154
JV Assistant Basketball	2	5,162	5,214	5,266
Freshman Basketball	1	2,806	2,834	2,862
Cheerleading	1	4,207	4,249	4,291
Volleyball	1	4,545	4,590	4,636
<u>Middle School:</u>				
Boys & Girls Basketball	2	5,162	5,214	5,266
Boys & Girls Soccer	2	2,861	2,890	2,919
Softball	1	2,861	2,890	2,919
Baseball	1	2,861	2,890	2,919
Boys & Girls Track	2	2,861	2,890	2,919
Cross Country	1	2,076	2,096	2,117
<u>Secondary Unified Sports</u>				
Head Coach	1	2,413	2,437	2,461
Assistant Coach	1	1,207	1,219	1,231
<u>Elementary</u>				
Elementary Coaches	2	1,207	1,219	1,231
Assistant Coaches	2	605	611	617

Extra Curricular Stipend Scale

ACTIVITY STIPENDS:	Tier	Number Positions	2022-2023 Stipend	2023-2024 Stipend	2024-2025 Stipend
<u>High School:</u>					
CAPSTONE Committee	V	6	1,020	1,030	1,041
CAPSTONE Remediation	VI	4	510	515	520
Art Club Advisor	V	1	1,020	1,030	1,041
Auditorium Coordinator	III	1	2,550	2,576	2,602
Chemical Hygiene Officer	IV	1	1,530	1,545	1,561
DECA	V	1	1,020	1,030	1,041
FIRST Robotics	IV	1	1,530	1,545	1,561
GIVE	V	1	1,020	1,030	1,041
Greenhouse/Garden Club	V	1	1,020	1,030	1,041
GSA (PHS/PMS Split)	IV	1	1,530	1,545	1,561
High School Musical (5)					
Director	II	2	2,840	2,869	2,897
Producer	II	1	2,840	2,869	2,897
Set Design/Construction	II	1	2,840	2,869	2,897
Choreographer	II	1	2,840	2,869	2,897
(Musical) Costume Designer	V	1	1,020	1,030	1,041
(Musical) Tech Advisor	V	1	1,020	1,030	1,041
Honor Society	V	1	1,020	1,030	1,041
Jazz/Marching Band	I	1	5,377	5,431	5,485
Key Club	V	1	1,020	1,030	1,041
Music Festival Coordinator	VI	2	510	515	520
Math League (V & JV)	III	1	2,550	2,576	2,602
National Tech Honor	VI	1	510	515	520
Senior Class Advisor	IV	2	1,530	1,545	1,561
Junior Class Advisor	IV	2	1,530	1,545	1,561
Sophomore Class Advisor	IV	2	1,530	1,545	1,561
Freshman Class Advisor	V	2	1,530	1,545	1,561
Ski Club	V	1	1,530	1,545	1,561
Yearbook (as a class)	VI	1	510	515	520
Student Senate and Activity Advisor	I	1	4,669	4,716	4,763
Student/Parent Portal Coordinator	VI	1	510	515	520
Youth Art Month	VI	1	510	515	520
<u>Middle School</u>					
Art Club Advisor	V	1	1,020	1,030	1,041
Chemical Hygiene Officer	VI	1	510	515	520
History Day	V	1	1,020	1,030	1,041
FIRST Robotics	V	1	1,020	1,030	1,041
Jazz Band	III	1	2,550	2,576	2,602
Music Festival Coordinator	VI	1	510	515	520
Play Advisor	IV	2	1,530	1,545	1,561
Sewing Club	VI	1	510	515	520
Ski Club	V	1	1,020	1,030	1,041

ACTIVITY STIPENDS:	Tier	Number Positions	2022-2023 Stipend	2023-2024 Stipend	2024-2025 Stipend
Student Council	V	1	1,020	1,030	1,041
Yearbook (as a class)	VI	1	510	515	520
Youth Art Month	VI	1	510	515	520
PSS Intramurals /Activities		<i>hourly*</i>	2,413	2,437	2,461

**Not to exceed amount*

Brownstone:

Art Club Advisor	V	1	1,020	1,030	1,041
Future Problem Solvers	III	1	2,550	2,576	2,602
Miscellaneous BIS		3	510	515	520
Chess Club	VI	1	510	515	520
Yearbook Club Advisor	V	1	1,020	1,030	1,041
Youth Art Month	VI	1	510	515	520
BIS Intramurals /Activities		<i>hourly*</i>	2,413	2,437	2,461

**Not to exceed amount*

Gildersleeve School:

Play Advisor	IV	2	1,515	1,530	1,545
Youth Art Month	VI	1	510	515	520

Valley View School

Youth Art Month	VI	1	510	515	520
-----------------	----	---	-----	-----	-----

District

TEAM Facilitator	TL1	1	3,366	3,400	3,434
Team Leaders (16)					
PreK-1	TL1	3	3,366	3,400	3,434
Grades 2-4	TL1	3	3,366	3,400	3,434
Grades 5-6	TL1	2	3,366	3,400	3,434
Grades 7-8-UA	TL1	3	3,366	3,400	3,434
9-12 Humanities, Science/Math	TL1	2	3,366	3,400	3,434
9-12 Business, CTE, FACS, Music, Art, WL, Counseling, Special Ed	TL2	3	3,060	3,091	3,122
Curriculum Specialist		10	5,145	5,196	5,248
Elementary SRBI Specialist	TL3	2	2,040	2,061	2,081
BIS SRBI Specialist	TL3	1	2,040	2,061	2,081
PMS/PHS Flex Coord	TL3	2	2,040	2,061	2,081
Equity Coordinator	IV	2	1,530	1,545	1,561
Social Media Coordinator	IV+Summer	2	1,768	1,785	1,803

ACTIVITY STIPENDS:	Tier	Number Positions	2022-2023 Stipend	2023-2024 Stipend	2024-2025 Stipend
<u>Open Choice (with available funds from Open Choice Grant)</u>					
Family Engagement Coordinator	TL1	1	3,366	3,400	3,434
School Based Engagement Liaison		5	650	657	664
TEAM Mentors		10	650	657	664
Homebound Tutors			39	39	40
Hourly Assignments			39	39	40
(including Homebound tutors, curriculum writing and other assignments)					

PD Presentation: \$100.00 for a one-half day presentation/\$200.00 for a full day presentation
 NEASC Stipend: \$250.00 annual stipend for committee chair and steering committee in preparation of the Decennial Report (covering the 2 year period comprised of the year before and the year that the report is submitted).

Clubs and activities will be grouped according to the following guidelines:

- Tier 1: PHS Student Senate/Activities Advisor, PHS Jazz Band and Marching Band as per current job descriptions.
- Tier 2: PHS Musical positions (5) as per current job descriptions.
- Tier 3: as listed, average 5-10+ hours per month over the entire school year, including multiple nights and weekends, and/or 10-25+ students.
- Tier 4: as listed, average 2-6 hours per month with some nights/weekends and/or 4-25+ students.
- Tier 5: as listed, average 2-4 hours per month with few nights/weekends and/or 10-25 students.
- Tier 6: as listed, average 2-4 hours per month with few or no nights/weekends and/or fewer than 15 students.

APPENDIX C

SABBATICAL LEAVE

 Last First Middle Date of Birth _____
 Home Address _____ Telephone No. _____
 Local Address _____ Telephone No. _____
 Sabbatical Address _____
 Education: B.A. _____ M.A. _____ 6th Year _____

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

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

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

Date: _____ Signed: _____

STATE OF CONNECTICUT)
COUNTY OF MIDDLESEX)

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

Notary Public
My Commission Expires: _____

Date application received: _____

Superintendent of Schools

APPENDIX D

GRIEVANCE FORM

GRIEVANCE NO. _____

Date of Filing _____

Stage

1) Building Principal _____

2) Superintendent _____

3) Board _____

1. GRIEVANT _____

2. POSITION _____

3. Contract provision(s) alleged violated

4. Time, date, place of occurrence _____

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

6. REDRESS SOUGHT

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

Date Submitted: _____ Grievant

Date Received: _____
Position _____

APPENDIX D-1

GRIEVANCE NO. _____

GRIEVANCE RESPONSE

1. NAME OF GRIEVANT _____

2. NAME OF RESPONDER _____

POSITION _____

RESPONSE TO GRIEVANCE:

Date: _____

By: _____

Signed

INITIAL APPLICABLE STATEMENTS

_____ I hereby accept the above determination

_____ I hereby decline the above determination

_____ I intend to process the grievance to the next step

Date: _____

Signature of Grievant

APPENDIX E

For Informational Purposes Only

§ 46a-60. Discriminatory employment practices prohibited

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

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