

AGREEMENT
BETWEEN THE PORTLAND BOARD OF EDUCATION
AND THE
PORTLAND ASSOCIATION OF SCHOOL
ADMINISTRATORS

COVERING THE PERIOD

JULY 1, 2012 TO JUNE 30, 2015

ADMINISTRATOR CONTRACT

TABLE OF CONTENTS

Article

1	Term of Agreement	1
2	Recognition	1
3	Non-Discrimination	1
4	Right to Manage	1-2
5	Prohibition of Strike or Slowdown	2
6	Dues Deduction	2
7	Annual Service Fee.....	2-3
8	Grievance Procedure	3-4
9	Reduction in Force	4-5
10	Holidays	5-6
11	Vacation Period.....	6
12	Sick Leave	6-7
13	Personal Leave.....	7
14	Conference Leave.....	7
15	General Leave	7-8
16	Maternity Provisions.....	8
17	Retirement Benefit.....	8
18	Professional Dues	8
19	Staff Development.....	9
20	Vandalism Damage	9
21	Transportation Allowance	9
22	Job Description	9
23	Completeness of Agreement	9
24	Savings Clause.....	10
25	Insurance Benefits	10-14
26	Salary.....	14
27	Extra Duties.....	15
28	Just Cause	15
29	Duration.....	15
	Signature Page	15
	Appendix A	16
	Appendix B	17-19
	Appendix C	19

ARTICLE 1
TERM OF AGREEMENT

This Agreement is made and entered into on this _____ day of _____, 2011 by and between the Portland Board of Education (hereinafter referred to as the "Board") and the Portland Association of School Administrators (hereinafter referred to as the "Association"). This Agreement shall be in force from July 1, 2012 to June 30, 2015.

ARTICLE 2
RECOGNITION

The Board recognizes the Portland Association of School Administrators as the exclusive bargaining representative of all those certified professional employees who are employed by the Board of Education of the Town of Portland and who are eligible for membership in the "administrators' unit" as defined in 10-153b (a) et seq. of the Connecticut General Statutes.

ARTICLE 3
NON-DISCRIMINATION

The Board affirms its policy to insure equal employment opportunity for all persons and to prohibit discrimination in employment because of race, color; religious creed, age, marital status, national origin, sex, sexual orientation, or physical disability and to provide equal access to all categories of employment not limited to but including: upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, including fringe benefits; employment selection or selection for training; and promotion or tenure. The provisions of this Article are set forth in this Agreement for informational purposes only, and shall not be subject to the grievance procedure.

ARTICLE 4
RIGHT TO MANAGE

It is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogatives to direct the operation of the public schools in the Town of Portland, including, but not limited to, the following:

- to maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interests of the Town of Portland;
- to give the children of Portland as nearly equal advantages as may be practicable;
- to determine the size of all classes and the subjects to be taught herein;
- to decide the need for school facilities;
- to determine the need and program for the summer school, if any;
- to determine the maintenance and operation of buildings, lands, apparatus and other property used for school purposes;

- to determine the number, age and qualifications of the pupils to be admitted into each school;
- to employ, assign and transfer personnel in the employees' unit;
- to suspend or dismiss the employees of the schools;
- to designate the schools which shall be attended by the various children within the Town;
- to make such provisions as will enable each child of school age, residing in the Town, to attend school for the period required by law, and provide for the transportation of children whenever it is reasonable and desirable;
- to prescribe rules for management, studies, classification and discipline for the public schools;
- to decide the textbooks to be used;
- to make rules for the arrangement, use and safekeeping of school libraries, and to approve the books selected therefore, and to approve plans for school buildings;
- to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of the Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provision of this contract.

ARTICLE 5
PROHIBITION OF STRIKE OR SLOWDOWN

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 6
DUES DEDUCTION

The Board agrees that upon submission of a dues checkoff card for payroll deduction of his/her dues, the proper deduction will be made each month from the employee's salary and forwarded to the Association.

ARTICLE 7
ANNUAL SERVICE FEE

A Members of the bargaining unit who are not members of the Association shall, as a condition of employment, be required to pay to, the Association an annual service fee, not greater than the amount of dues uniformly required of members of the Association, which represents the costs of collective bargaining, contract administration, and grievance adjustment.

B. The service fee shall be determined as of September 15 of each year and shall be based on the actual costs of collective bargaining, contract administration, and grievance adjustment. The Association shall furnish upon request all financial information relevant to the computation of an appropriate service fee to non-members.

C. The Board agrees that the annual service fee shall be collected by means of a payroll deduction from each member of the bargaining unit in equal semi-monthly installments. Deductions for new members of the bargaining unit shall commence within thirty days following the effective date of employment.

D. The Association shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney fees, or other costs, which may arise out of or by reason of actions taken against the Board in administering this Article.

ARTICLE 8
GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement, or a claim that there has been a failure to follow the established procedures of the school district's evaluation program, as provided for in Section 10-151b of the Connecticut General Statutes. As used in this Article, the term "employee" shall mean either: (1) an individual employee, (2) a group of employees having the same grievance, or (3) the Association.

The word "day" as used in this Article shall mean work days for administrators.

B. Procedures

1. The employee (or administrator) shall first discuss the problem with his/her immediate supervisor (the Superintendent or his/her designee) in an effort to resolve the problem informally.
2. If, after such discussion, the employee is not satisfied, he/she shall have the right to have the Association assist in further efforts to resolve the problem informally with the Superintendent or his/her designee.
3. Failing satisfactory settlement of the problem, the employee may, within ten (10) days of the meeting with the Superintendent or his/her designee, appeal in writing to the Superintendent or his/her designee. (Grievance Form Appendix E)

4. The Superintendent shall, within ten (10) days of the meeting, render his/her decision and the reasons in writing to the aggrieved employee, with copies to the Association and to the Board of Education.
5. Still failing satisfaction, the employee may, within ten (10) days of the date of the Superintendent's (or his/her designee) decision, appeal in writing, to the Board of Education. The Board, or its designated committee, shall meet with the employee and an Association representative within twenty (20) days for the purpose of addressing the grievance.
6. The Board shall, within fifteen (15) days of the meeting with the employee, render its decision in writing to the employee, with copies to the Superintendent and the Association.
7. In-the event a dispute cannot be settled under the above procedures, within fifteen (15) of the Board's decision, the Association may submit such dispute to the American Arbitration Association In accordance with its administrative procedures and practices. The decision of the arbitrator shall be final and binding as provided by law. Fees and expenses resulting from any such arbitration shall be borne equally by the Association and the Board.
8. No reprisals shall be taken against any participant in the grievance procedure by reasons of such participation.
9. Either party may call upon professional services at any step in the grievance procedure.
10. Any time limits specified above may be extended by written agreements of said parties.
11. The Association may submit any intended class action grievance to the Superintendent or his/her designee, and the Superintendent shall rule within five (5) duty days if any other administrator has the authority to resolve the grievance. If no other administrator has the authority to resolve the grievance, the Superintendent or his/her designee shall respond within ten (10) duty days from the initial submission of the grievance.

ARTICLE 9
REDUCTION IN FORCE

A. It is understood that it is within the discretion of the Board of Education to eliminate or create any position, program, department, or school, or to reorganize or assign the staff thereof. If, in the Board's judgment, it is necessary to reduce the administrative staff, identification of the administrators to be reduced or terminated shall

be made in accordance with the procedures in this Article. This procedure shall in no way preclude the Superintendent from making any transfer or reassignment, for any reason.

B. The following criteria shall be considered in determining the employees to be affected by a reduction in force. These factors are not weighted or arranged in order of importance, but are all to be considered in reaching a decision.

1. Training, certification, and experience related to the category or categories to which the administrator is eligible for transfer.
2. Evaluations of job performance. Evaluation of the quality of performance of an administrator will be based on the faunal yearly written evaluations as required by the approved Portland evaluation program over the preceding three years.
3. Unique experience, abilities, skills, or knowledge valuable to the district.
4. Total administrative experience in the Portland Public School District.
5. Total experience as a certified employee in the Portland Public School District.

C. Recall

Administrators reduced in position or terminated due to a reduction in force shall be placed on a recall list for one (1) year from the date of the reduction. Such administrators shall be given preferential treatment for reappointment to an administrative position that becomes available. The Superintendent's determination on such reappointment shall be based on the criteria in Section B of this Article. Notice of reappointment shall be in writing. Any employee who fails to respond within ten (10) working days shall no longer have any rights under this Article. It is the responsibility of the employee concerned provide the office of the Superintendent with any change of address.

D. The salary of any administrator reassigned to a lower paying administrative position or a teaching position as the result of a reduction in force or restructuring of position, shall be "red circled" for one (1) year at his/her previous administrative salary rate, including any interim increases in said previous salary.

ARTICLE 10 HOLIDAYS

Legal paid holidays shall include: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, the day before or after Christmas at the discretion of the Superintendent, New Years Day;

Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, and one floating holiday to be selected by the Board. Should the Board decide to hold school on one or more of these holidays as allowed by law, the date of the substitute holiday(s) shall be established by the Board.

With the exception of bereavement leave, religious leave, scheduled vacation approved in advance by the Superintendent, and other legitimate unforeseeable emergencies verified in writing by the employee and approved by the Superintendent in her discretion, no employee shall be absent on paid personal or other paid leave on either the last working day before or the first working day after a paid holiday. Requests for emergency exceptions must be submitted within 5 days of the holiday in writing with verification.

ARTICLE 11 VACATION PERIOD

All twelve-month administrators shall receive twenty-five (25) vacation days.

With the approval of the Superintendent, an administrator may carry over a maximum of five (5) vacation days from one year to the next. However, the number of vacation days an administrator is entitled to in any given year shall not exceed thirty (30) days. In exceptional circumstances (i.e. building projects) with the approval of the Superintendent of Schools, an administrator may carry over more than 5 vacation days from one year to the next. Under such circumstances an administrator's vacation time for a given year may exceed 30 days.

Any administrator leaving the employ of the Portland Public Schools shall be entitled to payment of 1/222 of his/her current salary for fifteen days of unused vacation leave for that year. The Board of Education has the option of requiring the administrator to take the vacation time prior to leaving the system.

ARTICLE 12 SICK LEAVE

Sick leave shall be granted for those hired before July 1, 2002 in the amount of twenty-three (23) days per year, accumulative to 203 days. For those hired after July 1, 2002 sick leave shall be granted in the amount of 18 days per year cumulative to 150 days. The total sick leave available for a given year becomes useable with the beginning of a year. Once sick leave days have accumulated to the contracted maximum, they will remain in a bank for the individual employee to be used as necessary. Each year, thereafter, yearly-allocated sick leave will be available for use in the current year but will not be cumulative.

Administrators will be allowed to contribute as described in the Sick Leave Bank (Appendix B)

Administrators hired on or before June 30, 2006 who retire or resign after ten years of service in Portland, as an administrator or teacher, shall be paid 7% of his/her accumulated sick leave at the per diem rate.

ARTICLE 13
PERSONAL LEAVE

Five personal leave days with full pay will be available each year to all administrators for the following reasons: death in the immediate family, moving from personal residence, religious holiday, family illness, imperative family obligation and compulsory legal matters. Additional days may be granted at the discretion of the Superintendent of Schools. Employees shall be required to apply to the Superintendent in writing at least 5 working days in advance of a requested personal day, stating the reason for the requested personal leave. Said statement of reasons shall be treated as confidential. Exceptions to the above advance written notification requirement may be made by the Superintendent in her discretion in cases of death in the immediate family or other imperative obligations which are not known 5 days in advance and which are verified by the Administrator in writing. In instances where the employee is unaware of the need for personal leave at least 5 days in advance as provided above, the employee shall file a written request with verification as provided above within five days.

No personal leave shall be allowed on either the last day before or first day after a holiday or vacation, excepting only bereavement leave, religious leave, and other legitimate, unforeseen emergencies verified in writing by the Administrator and approved by the Superintendent in her discretion. Requests for personal day (s) in these instances shall be filed in writing, with verification, within five days after the absence.

ARTICLE 14
CONFERENCE LEAVE

Administrators may be granted an unspecified number of days with full pay and expenses at the discretion of the Superintendent of Schools, for such purposes as visiting days, institutes, organization meetings, conferences, and community relation's activities.

ARTICLE 15
GENERAL LEAVE

By receipt of written notification prior to March 1 of the year preceding the leave, and upon recommendation of the Superintendent of Schools, the Board may permit administrators to take leave not in excess of two contract years in length for rest, restoration of health, study, alleviation of hardship involving themselves or their immediate families, or other reasons acceptable to the Board.

Any person granted such leave should receive no compensation during the period. The employee granted such leave may continue his/her medical and insurance coverage by paying his/her premiums to the Board during said leave.

Consideration will be given to return the administrator to an equivalent administrative position, but no position will be guaranteed under this Article. The administrator's years of service in Portland, status, and accumulated sick leave will be the same when he/she returns to his/her position, as it was when he/she left his/her position.

ARTICLE 16
MATERNITY PROVISIONS

A. Maternity Leave

The Board and the Association recognize that administrators are entitled to leave for maternity related disability in accordance with law.

B. Child Rearing Leave

Any tenured administrator may be entitled upon written request submitted to the Superintendent, to extended leave without pay for the purpose of child rearing apart from any period of child-birth disability leave.

ARTICLE 17
RETIREMENT BENEFIT

Administrators hired on or before June 30, 2006 retiring after twenty-five (25) years of service (at any age) shall receive one (1) day's pay for every year of service in Portland and one-half (V2) day's pay for every year of service outside of Portland, at a per diem rate of 1/222 of the administrator's current salary. The administrator must notify, the Board by December 1 of the school year preceding his/her retirement (with exceptions of acts of God, severe illness, or unusual conditions) to be eligible for the above stated retirement benefit.

An administrator who retires at any age or experience has the option to continue in the Board of Education's group health insurance programs at the group rate and at the retired employee's own expense.

Retiree life insurance benefits for all members retiring after July 1, 2002 will be \$10,000. The retiree will pay the cost of this insurance.

ARTICLE 18
PROFESSIONAL DUES

Administrators will be reimbursed for dues to one (1) professional organization relating to their areas of assignment as approved by the Superintendent of Schools, subject to budgetary limitations.

ARTICLE 19
STAFF DEVELOPMENT

A. Tuition Payments

The Board of Education will pay up to \$750 a course capped at \$5000 for college courses that are successfully completed by the administrators and which have been approved in advance of being taken by the Superintendent of Schools. The monies shall be divided equally on a per course basis until the maximum of \$5000 is reached. In order to receive course reimbursement, the administrator must receive a letter grade of B or above or a decimal grade of 80 or above.

ARTICLE 20
VANDALISM DAMAGE

Administrators will be reimbursed for loss to personal property resulting from school related vandalism, limited to the excess of that reimbursed by the individual's own insurance.

ARTICLE 21
TRANSPORTATION ALLOWANCE

All administrators covered by this Agreement who are required to use their own personal transportation during the work day shall be reimbursed at the prevailing Internal Revenue Service rate.

ARTICLE 22
JOB DESCRIPTION

The impact on working conditions of any change in an administrative unit job description shall be negotiable.

The duties or responsibilities of any position in this bargaining unit shall not be altered or increased other than "de minimus" without prior negotiations with the Association to the extent required by law.

ARTICLE 23
COMPLETENESS OF AGREEMENT

It is agreed that negotiations will not be reopened on any item specifically covered by this Agreement during the life of this Agreement. The above will not preclude the parties from mutually agreeing to reopen any item(s).

ARTICLE 24
SAVINGS CLAUSE

If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect. 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.

ARTICLE 25
INSURANCE BENEFITS

- A. The Board of Education will provide the following insurance benefits for full-time and part-time administrators who may select insurance coverage from Medical/Dental Plans 1 or 2 described in Section D and E below.
- B. Group Term Life Insurance: Equivalent to two and one-half (2 1/2) times an administrator's annual salary, with individual policies in effect as of June 30, 2006 to remain in effect.
- C. Group Long Term Disability Insurance: Administrators shall be allowed to participate in the Town's long-term disability plan, which shall be administered and offered in accordance with the provisions of the insurance policy. Such plan shall have an elimination period of 180 days, or after use of accumulated sick leave, whichever is longer, and provides a monetary benefit of sixty-six and two-thirds (66 2/3) of monthly earnings to a maximum benefit of \$6,000 per month. If an administrator elects to increase the monthly benefit, he/she will assume the additional cost.
- D. Group Medical: The Portland Board of Education shall provide administrators with one of the following plans at the option of the administrator subject to the premium insurance co-pays in Section F of this Article.

For the period from July 1, 2012 through June 30, 2013:

Plan 1: Anthem Century Preferred:

<u>In Network Coverage</u>	<u>Out of Network Coverage</u>
\$15 Office Visit Co-pay	Deductible \$400/800/1200 Co-insurance 80/20%
\$100 Outpatient Surgery	OOP \$2400/4800/7200
\$200 In-Patient Co-pay	
\$15 Walk-in Clinic Co-pay	
\$25 Urgent Care Facility Co-pay	
\$50 Emergency Room Co-pay	

Plan 2: Anthem BlueCare:

In Network Coverage

\$15 Office Visit Co-pay
\$25 Specialist Visit Co-pay
\$100 Outpatient Surgery
\$200 In-Patient Co-pay
\$15 Walk-in Clinic Co-pay
\$25 Urgent Care Facility Co-pay
\$50 Emergency Room Co-pay

No Out of Network Coverage

3 Tier Public Sector Drug Program

\$10 co-pay Generic/\$25 co-pay Listed Brand/\$40 co-pay Non-formulary

Mail Order 2 x co-pay, unlimited maximum

Dependent Coverage (all plans): Dependent coverage shall be provided as required by state law when applicable.

Non-standard benefits for foot orthotics will be completely eliminated from the coverage effective July 1, 2009, and nutritional coverage will be completely eliminated from the PPO coverage effective July 1, 2009. Nutritional coverage will be available under the HMO option on a limited basis: maximum of 3 visits per year to a registered in-network dietician.

Vision Care Rider (all plans):

Yearly eye examinations for vision corrections
Coverage for prescription lenses
In-Plan and Out-of Plan Coverage

For the period from July 1, 2013 through June 30, 2015:

Plan 1: Anthem Century Preferred:

In Network Coverage

\$20 Office Visit Co-pay
\$150 Outpatient Surgery (increase to \$200 effective July 1, 2014)
\$250 In-Patient Co-pay

\$20 Walk-in Clinic Co-pay
\$50 Urgent Care Facility Co-pay

\$100 Emergency Room Co-pay

3 Tier Public Sector Drug Program

\$10 co-pay Generic/\$25 co-pay Listed Brand/\$40 co-pay Non-formulary

Mail Order 2 x co-pay, unlimited maximum

Out of Network Coverage

Deductible \$500/\$1,000/\$1,500

Co-insurance 70%/130% of \$8,333

OOP \$3,000/\$6,000/\$9,000

Plan 2: Anthem BlueCare:

In Network Coverage

No Out of Network Coverage

\$20 Office Visit Co-pay

\$30 Specialist Visit Co-pay

\$150 Outpatient Surgery (increase to \$200 effective July 1, 2014)

\$250 In-Patient Co-pay

\$20 Walk-in Clinic Co-pay

\$50 Urgent Care Facility Co-pay

\$100 Emergency Room Co-pay

3 Tier Public Sector Drug Program

\$10 co-pay Generic/\$25 co-pay Listed Brand/\$40 co-pay Non-formulary

Mail Order 2 x co-pay, unlimited maximum

Dependent Coverage (all plans): Dependent coverage shall be provided as required by state law when applicable.

Non-standard benefits for foot orthotics will be completely eliminated from the coverage effective July 1, 2009, and nutritional coverage will be completely eliminated from the PPO coverage effective July 1, 2009. Nutritional coverage will be available under the HMO option on a limited basis: maximum of 3 visits per year to a registered in-network dietician.

Vision Care Rider (all plans):

Yearly eye examinations for vision corrections
 Coverage for prescription lenses
 In-Plan and Out-of Plan Coverage

E. Group Dental Coverage:

Plan 1: Flex Dental Plan — No orthodontia, unlimited calendar year maximum

- Category 1 — Diagnostic and Preventive Service (100%)
- Category 2 — Basic Services (50%)
- Category 3 — Major Services (50%)

Plan 2: Flex Dental Plan — with orthodontia, \$1,500 calendar year maximum

- Category 1,2 and 3
- Category 1 — Diagnostic and Preventive Service (100%)
- Category 2 — Basic Services (80%)
- Category 3 — Major Services (50%)
- Category 4 — Orthodontics (50%) \$1,500 per member per lifetime to age 19
- Deductible: Category 2 & 3; Individual \$50, Family \$150

F. Premium Share

- Full-Time Administrators

	Life	LTD	PPO	HMO	Dental
2012	0%	0%	19%	19%	19%
2013	0%	0%	19%	19%	19%
2014	0%	0%	20%	20%	20%

- Part-Time Administrators

Benefits for part-time administrators hired on or after July 1, 2006 shall be prorated based upon percentage of the administrator's assignment.

G. Change of Carriers

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 overall level of benefits provided under the plan(s) which result from the change in carriers or third party administrators are comparable to the plan(s) described above, in terms of coverage, benefits and administration.

Prior to any change in insurance plans, administrators or carriers, the Board shall notify and consult the Association. The representative of the insurance carrier/administrator shall meet with the President of the Association to explain

any proposed changes. If the President does not approve of a proposed change as recommended by the Superintendent, he/she shall submit a written statement detailing the reasons for such disapproval specifically listing the changes in the level of benefits, service or administration to which he/she 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 of 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.

H. Section 125

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 benefit insurance premiums.

I. Insurance Waiver

Administrators shall have an option to decline coverage for health and dental benefits. If the member declines, he or she shall receive \$1000 annually on July 1 of each contracted year.

ARTICLE 26
SALARY

- A. Salary schedules for the term of this contract are outlined in Appendix A.
- B. Any administrator hired to fill a vacant position may be hired by the Board at an annual salary rate within the range of ten percent (10%) below to ten percent (10%) above the salary stated in the schedule in Appendix A
- C. The parties recognize that the Board has the exclusive right to create and eliminate positions.

ARTICLE 27
EXTRA DUTIES

Administrators who are assigned special duties or projects by the Superintendent or the Board of Education that are deemed to be beyond the usual scope of duties may receive a stipend, the rate of which would be determined by agreement between the Board of Education and PASA.

In the event that a stipended position (reference the current teacher's Agreement) has not been filled and the vacancy will adversely affect the operation of the school system, an administrator may fill said position and shall be paid the stipend for said position.

A stipend shall be paid to each administrator who chairs one or more district-wide curriculum committees. The amount of the stipend per administrator shall be:

2012-2015: \$2,781

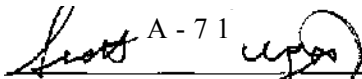
A stipend of \$1,119 for a Ph.D. or Ed.D. will be given in 2012-2015.

ARTICLE 28
JUST CAUSE

If the Superintendent of Schools imposes discipline on an administrator in the form of a written disciplinary memorandum or letter, disciplinary suspension without pay, or a disciplinary transfer or disciplinary reassignment to a lower paying position, such action shall be taken only for just cause. This just cause provision shall exclude and not be applicable to oral/verbal reprimands or warnings, or terminations or non-renewals pursuant to the Connecticut Teacher Tenure Law, Sec. 10-151 of the General Statutes.

ARTICLE 29
DURATION

This Agreement between the Portland Board of Education and the Portland Association of School Administrators covering the period July 1, 2012 to June 30, 2015 attested to on





t h i s d a t e , 2 0 1 1 .

President
Portland Association of
School Administrators

Chairperson
Portland Board of Education,
or designated representative

APPENDIX A

	2012-13	2013-2014	2014-2015
	2.25%	0%	2.5%
Portland Secondary School Principal	137,624.41	137,624.41	\$141,065.02
Portland Secondary School Associate Principal	131,536.44	131,536.44	\$134,824.85
Brownstone Intermediate School Principal	122,371.77	122,371.77	125,431.06
Gildersleeve School Principal	122,371.77	122,371.77	125,431.06
Valley View School Principal	122,371.77	122,371.77	125,431.06
Director of Pupil Personnel	122,371.77	122,371.77	125,431.06
Director of Curriculum, Instruction and Technology	124,745.00	124,745.00	127,863.62

Appendix B
Sick Leave Bank

1. The sick leave bank will not become effective unless there is participation by at least 50% of the total of the following groups which are: P.E.S.O., P.P.O., P.A.S.A., Custodian/Maintenance, Business Assistant, Director of Buildings and Grounds, Superintendent's Secretary, Nurses, and Health Assistants.
2. Membership in the Sick Leave Bank Is voluntary on the part of all parties as noted above. Each participant, upon initially enrolling in the bank, must contribute a minimum of four days of his/her accumulated sick leave.
3. Each participant enrolled in the bank will continue to donate two days of his/her accumulated sick leave to the bank in September of each year. If at the start of the school year the bank contains 300 days or more, that year the enrolled participants will not be assessed.
4. The Bank will not be depleted below a level of 100 days. If the bank is depleted below 100 days, each participant will be required to contribute two additional says at that time.
5. A participant shall apply to the Superintendent of Schools to withdraw days from the Sick Leave Bank. The Superintendent of Schools will require the submission of medical proof of illness at any time a participant utilizes the tick Leave Bank, either by the participant's own physician at his/her own expense or by a physician named by the Portland Board of Education, at its own expense.
6. The participants withdrawing membership in the Sick Leave Bank will not be able to reclaim contributed days.
7. Participants shall be permitted to withdraw days from the Sick Leave Bank according to the following criteria:
 - a. a participant must exhaust his/her own sick leave.
 - b. a participant must be sick 60 consecutive working days before he/she is eligible to apply to the Sick Leave Bank. Special circumstances, at the discretion of the Superintendent of Schools, may be applied here.
8. Maximum withdraw from the Sick Leave Bank, per occurrence, is 110 days for those participating.
9. Participants who withdraw sick leave days from the Sick Leave Bank will have to replace these days at 50% of the usage. The days will be deducted at the rate of 50% of these days allotted each year until one half of the total used is returned to the bank.

10 A committee representative from each participating group and the Superintendent of Schools will meet each year to review implementation of the bank and update procedures.

APPENDIX C

GRIEVANCE FORM

GRIEVANCE No. _____

Date of Filing _____

Stage

- 1) Superintendent
- 2) Board

1. GRIEVANT _____

2. POSITION _____

3. Contract provision(s) allegedly 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 _____