

AGREEMENT

between the

PORTLAND SCHOOL COMMITTEE OF THE

CITY OF PORTLAND

and the

PORTLAND EDUCATION ASSOCIATION

September 1, 2008 to August 31, 2011

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ARTICLE 1: RECOGNITION

- A. The Portland Education Association, the School Committee of the City of Portland, and the Superintendent of the Portland School System recognize that they have a common responsibility beyond their collective bargaining relationship and wish to state their mutual intent to continue to work toward the achievement of common goals. The parties are dedicated to undertake the purposeful change necessary to renew schools. A commitment to change means a willingness to reconsider and alter, as necessary, traditional relationships, organizational structures, and supports, and allocations of personnel, resources, time and space to advance student achievement and enhance the life of the school as a center of learning and productivity.

- B. The Committee recognizes the Association for purposes of collective negotiation as the exclusive representative of a unit consisting of all social workers employed by the Committee and all certificated employees including soft money employees of the Portland School System, excluding certificated, non-represented administrative personnel, and other non-represented personnel, and any other employee holding a position in another bargaining unit.

- C. Unless otherwise expressly provided or clearly indicated by the context, the word "teachers" when used in this Agreement shall mean all certificated employees represented by the Association in the negotiating unit described above. However, the word "teachers" shall not include (1) evening school personnel while acting as such, (2) summer school personnel while acting as such, and (3) personnel employed in a capacity or in any program which is not usually or typically associated with the regular school year program or after school "extra curricular" programs, while acting as such. But such excluded personnel will have the right to request assistance from the Association in cases affecting their employment as regular teachers.

- D. Despite reference in this Agreement to the Committee or the Association as such, each reserves the right to act hereunder by committee, which committee will not exceed nine (9) in number, individual member, or designated representative, whether or not a member. Each party will provide to the other, upon request, a written statement indicating the person or persons authorized to act in its behalf at any particular point in time.

- E. During the term of this Agreement, if an issue arises pertaining to bargaining unit placement that the Association and the Committee cannot agree upon, then either party may petition the Maine Labor Relations Board in accordance with its rules and procedures to determine whether the position should be included or excluded from this bargaining unit.

ARTICLE 2: DEFINITIONS

Except when the context in which the following words are used clearly requires another meaning, and except when otherwise specifically indicated, the following words shall have meanings indicated below wherever used in the Agreement:

- A. COMMITTEE - The School Committee of the City of Portland. Said Committee may act through its Chairperson, any committee thereof, its Superintendent or any other representative authorized to act for it in any particular situation or class of situations.
- B. ASSOCIATION - The Portland Education Association. Said Association may act through its President or any committee thereof or any other representative authorized to act for it in any particular situation or class of situations.
- C. SUPERINTENDENT - The Superintendent of the Portland School System, a Director or any other person whom the Superintendent specifically designates to act for her/him in any particular situation or class of situations.
- D. PRINCIPAL - A Principal of an Elementary, Middle or High School including the Directors of WEST, PATHS and Adult Education.
- E. ASSISTANT PRINCIPAL - An Assistant Principal of an Elementary, Middle, or High School including the Assistant Director of PATHS.
- F. TEACHER - A certified employee or Social Worker of the Portland School System represented in the bargaining unit in Article 1, Section B defined and as described in Article 1, Section C.
- G. DAYS - All days shall be considered teacher work days unless otherwise specified.
- H. BENEFIT ELIGIBILITY - Any teacher offered a contract for any portion of a school year shall be eligible for fringe benefits as contained in this contract, provided, however, that benefits for part-time teachers shall be prorated, based upon the percentage of full-time equivalency as set forth in the teacher's individual teaching contract. Teachers commencing employment after August 31, 1998 who are employed less than half time shall not be eligible for benefits.

ARTICLE 3: MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools and the control, supervision and direction of the teachers are vested exclusively in the Committee.

ARTICLE 4: TEACHER RIGHTS

Preamble

Portland Public Schools and the Portland Education Association are committed to effective and clear communication between administrators and teachers in a safe and respectful work environment. Teachers and Administrators will work together in the spirit of collaboration to create **and maintain a culture that models ongoing communication as a way of strengthening the work with and for the success of all students as well as promoting ongoing professional inquiry into practice.** Constructive supervision, coaching, feedback loops, open dialogues, and honesty in a supportive work environment will give evidence of and advance collaboration. If, in the course of a meeting between a teacher and an administrator, it becomes apparent that there may be performance concerns with the teacher, the meeting will be rescheduled and a formal process as outlined in Section D below will be followed.

- A. All teachers employed by the Committee shall have the right to become members of the Association or to refrain from doing so. No teacher shall be favored or discriminated against by either the Committee or the Association because of her/his membership or non-membership in the Association or for engaging in Association activities not barred by this agreement or by law.
- B. The Committee and the Association agree that neither shall discriminate against any teacher, whether or not a member of the Association, on the basis of race, creed, color, national origin, age, sex, disability, sexual orientation, or marital status. A complaint as to such bias on the part of the Committee may be processed under the grievance procedure set forth in Article 9, Section A, Subsection 1 and 2, or may be taken to the Affirmative Action Officer under the Affirmative Action plan currently in force.
- C. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause, and no teacher on continuing contract shall be dismissed, or deprived of any professional advantage or have her/his contract non-renewed without just cause.

The Committee may dismiss or non-renew a teacher who, although possessed of the requisite certificate, proves unfit to teach or whose services the Committee deems unprofitable to the school system within the meaning of 20-A M.R.S.A. §13202. Dismissals and non-renewals of continuing contract teachers shall be governed by the procedure set forth in Section D of this Article and the pertinent provisions of Article 9 Disciplinary actions shall be subject to the Conflict Resolution Procedure as set forth in Article 9.

- D. When there is a performance/employment issue that needs to be discussed with a teacher, the following procedures will be followed:
 - 1. The Administrator will give the teacher written notice that they need to meet unless the matter is of an urgent/emergency nature i.e., a criminal matter, an ethical issue, an allegation of misconduct involving a student or another

employee, an allegation that the teacher is under the influence of drugs or alcohol, a safety issue, etc.

2. The notice will state the purpose of the meeting to the extent possible without revealing any sensitive and/or confidential information.
3. The notice will inform the teacher of his/her right to representation and will allow up to 48 hours for the teacher to get representation.
4. At the outset of such meeting, the Administrator will provide the teacher with a clear and detailed statement of the issues to be addressed with any supporting evidence available at the time of the meeting.
5. It is understood that a teacher may not always be able to immediately respond to the issue that were raised during the meeting. Follow-up meetings may be scheduled as appropriate to the particular circumstances.
6. It is understood between the parties that nothing in Paragraph D precludes an administrator from meeting with a teacher for the purpose of placing him/her on paid leave while a matter is investigated.

E. Dismissal and Non-renewal Procedure:

1. Dismissals

If a teacher on continuing contract is subject to possible dismissal by the Committee, the Superintendent shall notify the teacher of the pending charges in writing. The Superintendent may meet with the teacher prior to any hearing on the dismissal to discuss the reasons for the pending dismissal. The teacher shall be entitled to have a representative of the Association present during such a meeting.

Within five days of notice of a pending dismissal hearing, the teacher shall notify the Superintendent in writing whether she/he intends to elect the arbitration procedure under Section D, Subsection 4 and Article 9 or other review of the Committee's decision, should any further review be sought. An election by the teacher not to pursue arbitration shall be signed by the teacher and shall be binding upon the teacher and the Association.

If arbitration is elected and if the Association subsequently decides not to proceed to arbitration or withdraws from arbitration, the Committee shall be held harmless from any claim arising there from, unless legal fraud or collusion between the Committee and Association is proved.

Any effort by the teacher or the Association to invoke judicial or statutory review of a dismissal decision at any time after arbitration has been invoked shall result in the Association's bearing the full expense of said arbitration.

The dismissal of a probationary teacher shall not be governed by this agreement, but by the provisions of applicable law, and is not subject to grievance or arbitration.

In the case of a suspension without pay pending dismissal of a continuing contract teacher, the dismissal hearing shall be held no later than fourteen (14) days after the

commencement of such suspension, except in instances when a reasonable extension is requested by the teacher, the Superintendent or the Committee, or when criminal proceedings pertaining to the matter giving rise to the suspensions are pending or imminent. If a teacher is dismissed, she/he shall not be entitled to receive any salary for time not actually worked. If the teacher is not dismissed, she/he shall be entitled to receive her/his regular salary for the period of suspension, except as it may be reduced as a disciplinary measure relating to the charges.

2. Non-renewals

If the continuing contract of a teacher of that status is recommended by the Superintendent for non-renewal, the teacher shall be notified in writing prior to March 1. Within 15 calendar days, the teacher may request written reasons for the non-renewal recommendation and/or a hearing before the Committee. At the same time, the teacher must notify the Superintendent in writing whether she/he elects the arbitration procedure under Section D, Subsection 4 and Article 9 or other review available to her/him should any review be sought of the Committee's non-renewal decision. An election not to pursue arbitration shall be signed by the teacher and shall be binding upon the teacher and the Association. If arbitration is elected and if the Association subsequently decides not to proceed to arbitration or withdraws from arbitration, the Committee shall be held harmless from any claim arising there from unless legal fraud or collusion between the Committee and the Association is proved.

Any effort by the teacher or the Association to invoke judicial or other statutory review of a non-renewal decision at any time after arbitration has been invoked will result in the Association's bearing the full expense of said arbitration. The failure to reappoint a probationary teacher shall not be governed by this agreement but by the provisions of applicable law and is not subject to grievance or arbitration.

3. Hearing Procedures

In any hearing before the Committee on a dismissal or non-renewal the teacher shall have the right to be represented by a representative of the Association and/or by counsel.

The Committee and the Association shall share equally the costs of any transcript of a hearing before the Committee, if the teacher has elected to proceed to arbitration.

4. Arbitration on Dismissals and Non-renewals

In any arbitration properly invoked on a dismissal or non-renewal the arbitrator shall determine whether the Committee based its decision upon substantial evidence. She/he shall not substitute her/his judgment for the Committee if she/he finds that, on the evidence presented, a reasonable person in the prudent conduct of her/his affairs could have come to the decision reached by the Committee and if no proof of disparate or discriminatory action is made. The arbitrator shall have the authority to

revoke or modify the decision of the Committee on dismissals or non-renewals only if she/he finds that the decision was not based on the evidence before it and/or was arbitrary, capricious or discriminatory. "Discriminatory" treatment shall be proved if persons in provable and demonstrated similar positions were treated differently for provable and demonstrated similar actions or omissions.

F. Reduction in Force:

1. Seniority Determination

Prior to December 15 of each school year, the Superintendent shall provide to the Association a list of all teachers in the bargaining unit. The teachers shall be listed in their appropriate impact areas according to seniority. Seniority shall be calculated by computing the length of continuous employment in the bargaining unit. When two or more teachers have the same length of continuous employment, the teacher or teachers with the greater or greatest total length of employment in the bargaining unit shall be deemed to have the greater or greatest seniority. When two or more teachers have the same length of total employment in the bargaining unit, the teacher or teachers with the greater or greatest total teaching experience shall be deemed to have the greater or greatest seniority. Leaves of absence taken pursuant to the Agreement shall not be considered a break in continuous employment. However, the period of time spent on unpaid leave of absence shall not be counted in the computation of seniority. The period of time spent on layoff and subject to recall shall be counted in the computation of seniority.

2. Impact Areas: The following impact areas shall be used in #(1) above: *

PATHS

Auto Collision	General Trades
Automotive Technology	Graphic Arts
Carpentry	Health Services
Commercial Arts	Cooperative Education
Culinary Concepts	Early Childhood Occupations
Horticulture	Fashion Merchandising
Electricity/Alternate Energy/Telecommunications	
Manufacturing Technology	Masonry
Plumbing and Heating	Recreational and Marine Repair
Sheet Metal/Welding	Video Technology Web Programming
Vocational Fine Arts Dance	Vocational Fine Arts Music

GENERAL

Alternative Credit Option	Librarian
Alternative Education	Math 7-12
Art K-12	Math K-6
Business 9-12	Math Consultant K-8
Computer Teacher	Middle School Teaching Strategist

English Second Lang.
Elementary K-6
English 7-12
General Music K-12
Gifted K-8
Guidance K-12
Health 7-12
Home Economics 6-12
Instrumental Music K-12
Languages K-12

Migrant Teacher
Physical Education K-12
Reading Consultant K-12
Reading Teacher K-12
Science 7-12
Sex Education K-12
Social Studies 7-12
Social Worker K-12
School Nurse K-12
Technology Education 6-12

SPECIAL SERVICES

SP/Lang. Therapist K-12	Psychological Examiners
Functional Life Skills	Physical Therapists
Special Education K-12	Occupational Therapist

Teachers who teach in more than one of these impact areas listed above will be listed in the impact area in which they spend the most periods in the regular day. The School Committee has the right to establish and add a new impact area for any new program, which does not fit into an existing area (e.g. a new trade area or a new interdisciplinary area).

This section is currently under revision by the Living Contract Committee

3. Procedure - Notice

- a. If the Committee is contemplating the elimination of any bargaining unit positions, it (or its designee) will notify the Association. The Committee (or its designee) will meet and consult with the Association prior to a decision to eliminate any bargaining unit positions.
- b. Not later than 10 days after the Committee determines that a reduction in the bargaining unit positions shall occur, it shall send to the Association a list of the affected impact areas and the positions to be eliminated.
- c. The Committee shall also give the Association a similar 10 days' notice of the elimination of both extra curricular and differential positions. Before terminating a specific teacher under this paragraph, representatives of the Association will be given an opportunity to meet with the Superintendent or his representative to consult with and make recommendations concerning individual terminations.

4. Layoff

- a. The least senior teacher in an impact area shall be laid off except as subsequently modified hereafter:

The least senior teacher in an impact area may be retained and a more senior teacher laid off when:

- (i) The least senior teacher has more qualifications and more ability than a more senior teacher relative to the programs to be offered. Such comparison shall be made in the inverse order of seniority. In such instance, the first teacher who has fewer qualifications and abilities than the least senior teacher shall be the teacher laid off or
 - (ii) The least senior teacher holds a differential or extra curricular position that no teacher in the impact area is both qualified and willing to fill.
- b. Qualifications and abilities referred to in (i) above shall be determined by certification, training (non-degree study in courses, workshops, etc.) which meets the program need in the impact area, advanced degrees in the program need area, and experience (within or outside the system) in the positions to be filled.
 - c. Qualifications and abilities referred to in (ii) above shall be determined by any of the following: experience, skills, training, management ability, supervisory ability, interpersonal skills, motivational skills, organization, knowledge of the activity, and judgment.
 - d. The application of abilities and qualifications referred to in c above shall be determined by the Committee and shall not be subject to review except for arbitrary or capricious action.

5. Recall

- a. Any continuing contract teacher laid off shall retain the right to recall to the first available position(s) within the teacher's impact area for which she/he is qualified, prior to the employment of outside candidates. Recall rights shall terminate at the end of 15 months after the teacher goes off the payroll, or ten days after the teacher receives notice of an available position, whichever occurs first. Recall shall be by registered letter to the teacher's last known mailing address. The teacher shall respond to such notice by registered mail within 10 days of receipt. It shall be the employee's responsibility to notify the Superintendent's Office by registered mail of her/his current mailing address. Failure to respond in a timely fashion shall be considered forfeiture of the offer.

G. Academic Freedom:

Teachers may discuss material on which a clear consensus of opinion does not exist, provided that (1) the material is directly related to the curriculum content and (2) a

conscientious effort is made to present the many sides of an issue.

- H. Nothing contained herein shall be construed to deny or restrict any rights a teacher may have under the statutes of the State of Maine. Nor shall anything contained herein be construed to deny or restrict rights granted to the Committee under the statutes of the State of Maine or the Charter of the City of Portland.

ARTICLE 5: SAVINGS CLAUSE

- A. If any provision of this Agreement or any application thereof to any teacher or group of teachers is found contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

ARTICLE 6: ASSOCIATION RIGHTS AND PRIVILEGES

- A. Association Release Time

1. The President of the Association shall be entitled to a full-time leave of absence for the duration of the President's term without loss of benefits, salary step or scale. The President will be assigned a home school
2. The President of the Association shall be permitted access to school buildings to conduct Association business except during regular work hours or upon request of the Administration.
3. The Association shall reimburse the Committee for four-fifths (4/5) the cost of the President's salary.
4. The Association may, at its discretion, reimburse the Committee for additional release time for Association Leadership.
5. If legislation is enacted that impacts the current method of determining the employer's retirement contribution paid by the Maine State Retirement System pertaining to a teacher who is on a leave of absence pursuant to this section, then the School Committee agrees to reopen this Section A to negotiate the impact of said legislative change.

- B. The Committee agrees to furnish to the President of the Association six (6) copies of the following:

1. The annual school department final budget and audit within a reasonable period of time after their availability.
2. The agendas with supporting information and minutes of all official public committee

meetings.

3. Any reports of the Superintendent or others to the Committee, if such reports are officially released to the public news media by either the Superintendent or the Committee.
- C. The Committee agrees to furnish to the President of the Association at her/his written request:
1. School census data, when available.
 2. Any other readily available non-confidential data to assist the Association in the fulfillment of its professional responsibilities.
 3. The Committee agrees to prepare and make available in each building an annual register of School Department personnel. The Committee will provide twenty (20) copies to the Association. Teachers on an as-needed basis may request a copy from the Human Resources Department.
 4. The Committee agrees to furnish the Association with copies of all School Committee policies and administrative or accounting bulletins within a reasonable period of time after their availability.
- D. Whenever any representative of the Association or any teacher is scheduled by the Committee, or approved by the Superintendent, to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, she/he shall suffer no loss in pay.
- E. Except as provided in Section D above, no teacher shall engage in any Association activity during the time she/he is assigned to teaching or any other duty provided that representatives of the Association, the Maine Education Association and the National Education Association shall be permitted to confer with teachers on school property at all times, when this does not interfere with or interrupt normal school operation and after informing the appropriate principal of her/his intention to confer.
- F. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Upon reasonable advance notice of the time and place of such meetings, the principal shall permit the holding of such meetings except in cases when previously scheduled for another event. The Association shall reimburse the Committee for any extra labor costs required for such meetings.
- G. The Association shall have the right to make reasonable use of school equipment, such as typewriters, computers, duplicating equipment, calculating machines, and audio-visual equipment at reasonable times and when such equipment is not otherwise in use. The Association shall reimburse the Committee for the reasonable cost of all materials and supplies incident to such use.
- H. The Committee shall permit the use of faculty lounge bulletin boards by the Association for

the posting of notices relating to Association business.

- I. The Association shall have the right to have one telephone installed in one school building, such telephone to be located in the office of a department head or such other location as may be mutually agreed upon by the parties. All costs for such installation and operating charges are to be borne by the Association.
- J. The Association may recommend orientation programs for new teachers.
- K. The Association may make recommendations for the school calendar each year. The Committee or its designee shall meet and consult with the Association for the purpose of providing meaningful input from teachers into the development of the subsequent year calendar.
- L. If at any time during the term of this contract the Committee shall contract or subcontract out any services performed by the teachers hereunder, the Committee agrees that any teacher whose duties may thereby be reduced or terminated shall be considered for employment by such contractor or subcontractor provided that such contractor or subcontractor agrees in such contract or subcontract to permit such consideration. Upon the completion or termination of the contract or subcontract, the Committee agrees that any such teacher who has been in the continuous employment of such contractor during the entire term of such contract or subcontract shall be reinstated in a teaching position and for the purpose of determining been continuously employed by the Committee while she/he was working for said contractor or subcontractor. Whenever contract conditions permit or should the Committee develop its own contract, the Association will have an opportunity to bid to provide services as outlined under the conditions of said contract specifications.
- M. Up to three (3) teachers will be appointed by the PEA President to annually serve on the Portland Public Schools Budget Advisory Task Force.
- N. The Association may use the inter-school mail and delivery system provided that the Association agrees to hold the Committee harmless pertaining to the Association's obligation to comply with the U.S. Postal Service rules and regulations concerning such use. The Association may use the e-mail system to the extent that it does not interfere with school business and consistent with the Committee's policy and rules on employee computer and internet uses (GCSA and GCSA-R).
- O. The Committee and the Association acknowledge that teachers should be involved collaboratively with administrators, staff, students, parents and community members to clarify decision-making at the building and district level.
- P. The Association shall be given the opportunity to submit names to serve on interview committees for administrative vacancies. One of the named teachers shall be appointed to the interview committee.
- Q. Immediate supervisors will provide an opportunity for two teachers from the grade level or

impact area to serve on interview committees for teacher vacancies.

ARTICLE 7: STRIKES AND SANCTIONS

- A. During the term of this Agreement, the Association, its officers, agents and members will not cause, sponsor, support, encourage or engage in any strikes, slow-downs, sanctions, professional alerts (so-called), or any other activity that might interfere with the normal operation of schools by the Committee, and will not cause, sponsor, encourage or request the imposition by others of sanctions, professional alerts (so-called), or any other activities that might interfere with the normal operation of schools by the Committee. If sanctions, professional alerts, or any other activities that might interfere with the normal operation of schools are imposed by other parties, the Association will promptly and publicly request such other parties to cease such conduct immediately. There shall be no lockouts for the duration of this Agreement.

ARTICLE 8: FLEXIBLE BENEFITS PLAN

Teachers will receive "Benefit Dollars" in an amount determined in accordance with the provisions of Section A. Under the Flexible Benefits Plan to be adopted by the Committee, Benefit Dollars may be used as set forth in the "Benefit Options" described in Section B.

A. BENEFIT DOLLARS

The Benefit Dollars available to a Teacher will equal the total of (1) the cost of single subscriber, Securian Dental Plan, and (2) the amount toward Anthem Blue Cross/Blue Shield Health Insurance determined under the following provisions:

1. Single or adult with child(ren) coverage: 100% of Choice Plus premium rate.

	<u>Choice Plus</u>	<u>Standard</u>
2. Two Person		
2008-2011	100% of Single Rate	Dollar Amount equal to Choice Plus Single Rate

3. Full Family		
2008-2011	100% of Adult With Child Rate	Dollar Amount Equal to Choice Plus Adult with Child Rate

4. Teachers, other than those described in Subsection 5 below, who elect not to receive medical insurance, will not receive Benefit Dollars based on medical insurance. (They will, however, receive benefit dollars in an amount equal to the cost of single subscriber, Securian Dental Plan, whether or not they elect to receive dental insurance.)

5. Teachers who were participating in the Committee's medical insurance program prior to September 1, 1993, and who subsequently elected under the flexible benefits plan to reduce coverage in exchange for a payment equal to one-half (½) of the amount saved by the Committee, will receive Benefits Dollars equal to one-half (½) of the amount for which they otherwise would be eligible under the Standard Plan, as set out above.
6. Benefit Dollars shall be prorated for part-time Teachers. Teachers whose workdays are reduced involuntarily shall continue to receive Benefit Dollars at the full-time level.

B. BENEFIT OPTIONS

Teachers are eligible to participate in, and may apply Benefit Dollars towards the cost of, any of the benefit options described below. Benefit elections must be made annually during a period selected by the Committee (the "Election Period"). During the Election Period, Teachers may add, drop or change the level of medical or dental insurance, change medical insurance plans, and change the amount of contributions to medical and dependent care reimbursement accounts. Other than during the Election Period, benefit elections may not be changed unless the employee has a change of family status or other event, which permits an election change under the Internal Revenue Code.

1. Health Insurance

Teachers may enroll in the MEA Benefits Trust Blue Cross/Blue Shield Standard Plan or Choice Plus Plan. Premiums will be deducted from Benefit Dollars, to the extent available. Any premiums not paid out of Benefit Dollars will be deducted from the Teacher's pay on a pre-tax basis, unless the Teacher elects to have such amounts deducted on an after-tax basis.

2. Dental Insurance

Teachers are eligible to receive dental insurance coverage. Teachers may elect to receive dependent coverage, single coverage or no coverage. Premiums will be deducted from Benefit Dollars, to the extent available. Any premiums not paid out of Benefit Dollars will be deducted from the Teacher's pay on a pre-tax basis, unless the Teacher elects to have such amounts deducted on an after-tax basis.

3. Medical Reimbursement Accounts

Teachers may elect to establish and make semi-monthly contributions to medical reimbursement accounts. Such semi-monthly contributions may be no less than \$10.83 (\$260 annually) and no more than \$200 (\$4800 annually). Contributions will be deducted from Benefit Dollars, to the extent available. Any contributions not made out of Benefit Dollars will be deducted from the Teacher's pay on a pre-tax basis. Medical reimbursement accounts will be managed by Maine School Management Association. Reimbursements from medical reimbursement accounts will be governed by the Internal Revenue Code and the Portland School Department Medical Care

Reimbursement Plan.

4. Dependent Care Reimbursement Account

Teachers may elect to establish and make semi-monthly contributions to dependent care reimbursement accounts. Such semi-monthly contributions may be no less than \$30 (\$720 annually) and no more than \$208.33 (\$4,999.92 annually). Contributions will be deducted from Benefit Dollars, to the extent available. Any contributions not made out of Benefit Dollars will be deducted from the Teacher's pay on a pre-tax basis. Dependent care reimbursement accounts will be managed by Group Choice of Maine. Reimbursements from dependent care reimbursement accounts will be governed by the Internal Revenue Code and the Portland School Department Dependent Care Assistance Plan.

5. Taxable Income

Any Benefit Dollars not applied to one of the benefit options described above will be paid to the Teacher as taxable income.

- C. The Committee's participation in the Flexible Benefit Plan, as described in this Article, will be continued for the ensuing policy summer quarter for a Teacher resigning at the end of the school year.
- D. Notwithstanding anything contained to the contrary herein, the Committee reserves the right to institute a new program of insurance providing benefits substantially equal or superior to those described above.

ARTICLE 9: CONFLICT RESOLUTION

A. Conflict Resolution Process

- 1. The Portland Education Association and the Superintendent of Schools are committed to collaborative and constructive resolution to problems that may arise. Therefore, when a claim is made by an employee or group of employees that there is a dispute or disagreement as to the interpretation, meaning or application of any provision of this agreement and the employee(s) and the immediate supervisor(s) were not able to resolve the dispute or disagreement, the employee or the supervisor will request that the Conflict Resolution Process be invoked.
- 2. Within seven (7) days from when either the employee or the supervisor determine that a resolution has not been reached, either may submit in writing a Request for Conflict Resolution (Appendix G). This request will be made to the appropriate Assistant Superintendent, and the Director of Human Resources who will involve any other Central Office Director as appropriate. A meeting will be set up within seven (7) days of the receipt of the request. The meeting will include the employee, the employee's representative, the supervisor/administrator, the Assistant Superintendent and the

Director of Human Resources. Every attempt will be made by both parties to resolve the dispute. If within ten (10) days of this meeting no resolution is reached, the Conflict Resolution is complete unless the parties agree to extend the timeframe for a specific amount of time.

B. Grievance Procedure

1. DEFINITION

- a. “Grievance” as used in this Agreement, means a claim by an employee or group of employees that there is a disagreement or dispute as to the interpretation, meaning or application of any provision of this Agreement, except provisions expressly excluded from the grievance procedure contained in this Agreement.

2. LEVEL ONE – SUPERINTENDENT

- a. The grievant shall submit the details of such grievance to the Superintendent and the Director of Human Resources in writing on the form attached hereto as Appendix H. Within ten (10) days thereafter, the Superintendent and Director of Human Resources shall meet at a mutually satisfactory time and place with the grievant and the Association for the purpose of adjusting or resolving the grievance. In the event a resolution of the grievance does not occur, a written decision shall be issued to the grievant with a copy to the President of the Association within ten (10) days of the conclusion of the hearing.

3. LEVEL TWO – COMMITTEE

- a. If such grievance is not resolved to the satisfaction of the grievant as a result of the procedure set forth in Level I the grievant may present such grievance in writing to the Committee within ten (10) days after receipt of the written decision of Level I.
- b. Within ten (10) days after receipt of the grievance, the Committee and representatives of the Association shall meet at a satisfactory time and place for the purpose of resolving the grievance. The Committee shall, within ten (10) days after such meeting, render its decision in writing to the grievant with a copy to the Association.

4. LEVEL THREE - ARBITRATION

- a. If such grievance is not resolved to the satisfaction of the Association as a result of the procedures set forth in Level II, the Association may request arbitration of the grievance within ten (10) days after the date of the written decision of the Committee. Within five (5) days after such request, the parties shall select an arbitrator but if they are unable to agree on a selection, the

arbitrator shall be selected through the American Arbitration Association in accordance with the rules and procedures of the American Arbitration Association.

- b. The arbitrator shall fix a time and a place at Portland, Maine for a hearing upon reasonable notice to each party. After such hearing the arbitrator shall promptly render a decision which shall be binding upon both parties, but the arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this Agreement; the decision shall be confined to the meaning of the contract provision which gave rise to the dispute. The arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association.
- c. The costs for the services of the arbitrator, including her/his per diem expenses, if any, and her/his actual and necessary travel and subsistence expenses, and the costs of a hearing and transcript, if any, will be shared equally by the Committee and the Association. All other costs will be paid by the party incurring them. If either of the parties requests a transcript for its own use, then that party requesting the transcript shall pay the cost of it.

5. MISCELLANEOUS PROVISIONS

- a. If no decision has been rendered within the prescribed time, the grievance can proceed to the next level.
- b. The time limits for processing of grievances may be extended by written mutual agreement of the parties.
- c. A grievance must be commenced at Level I not later than twenty (20) days after the conclusion of the Conflict Resolution Process.
- d. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school work year and, if it is left unresolved until the beginning of the following school work year and so irreparable harm could result to a party in interest, the parties shall make all reasonable efforts to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school work year or as soon thereafter as it is practicable.
- e. Not more than two grievances shall be submitted to an arbitrator at the same time.
- f. Anything herein contained to the contrary notwithstanding, the Director of Human Resources, the Superintendent, the Committee and the Association may designate a representative or representatives to act in their place.

6. As herein used "days" shall mean teacher workdays.
7. Meetings on grievances shall not be open to the public.
8. In the case of a grievance of a general nature and not related to a particular teacher or a particular school, and in the case of a grievance involving a supervisory employee represented by the Association or by mutual written agreement between the Association and Director of Human Resources, the grievance shall be presented directly in writing to the Director of Human Resources and the Superintendent.

ARTICLE 10: WORK YEAR AND WORK DAY

- A. Except as otherwise provided in Section B, the K-12 teacher work year shall consist of not more than one hundred eighty three (183). The Guidance Counselor work year shall be one hundred ninety-three (193) days. In the 183 day and 193 day contract year, 4 of the non-student days will not be placed in the school calendar. Two of these days are used for parent conferencing outside the normal work day. Two of these days are allotted for 10 hours of teacher directed professional development and 3 hours of public engagement. The Adult Ed Teacher work year shall consist of not more than two hundred and one (201) days. The Spring Harbor Teacher work year shall consist of not more than two hundred and twenty nine (229) days. One (1) of the first two (2) and last two (2) workdays for teachers will be for teacher preparation.
- B. Any teacher required to work in addition to the regular work year set forth in Section A above and in excess of the teacher work year shall be paid at a salary rate computed by dividing the individual's regular annual salary excluding differential payment, by 183 days divided by six and one-half (6.5) hours times the number of hours worked for employees covered by this contract except 201 for Adult Ed teachers and 229 for Spring Harbor Teachers.
- C. Guidance Counselors employed after the execution of this agreement shall be paid in 26 equal installments on the regular teacher payroll schedule.
- D. The administration shall make every reasonable effort to insure that departmentalized senior high school teachers shall not be required to teach more than two major subject areas (such as mathematics and English).
- E. Principals shall make every reasonable effort to schedule teachers in the high schools so as to change subject area teaching stations no more than two times during the school day.
- F. Teachers shall be permitted to leave the building during any scheduled duty-free lunch period, provided that they first sign out with the school office. Teachers shall have similar rights under the same conditions with respect to so-called planning periods but only in the event of emergency personal business or necessary school related business.
- G. The individual teacher's classroom day will not be "staggered" (e.g. 8 a.m. to 12 a.m. and 3 p.m. to 5 p.m.) except when essential for curriculum scheduling.

H. The start of the workday for teachers for the 2006-2007 school year will begin as follows:

1. Elementary - 8:30 AM
2. Middle School - 8:00 AM
3. High School - 7:25 AM
4. PATHS – 7:40 AM

The issue of scheduling the student day is understood by both parties to be a matter of educational policy, subject to change at the discretion of the Committee although subject to a meet and consult requirement. This paragraph does not constitute a contractual obligation on the part of the Committee and shall not be subject to the grievance procedure contained in this contract.

I. Whenever practicable, secondary school teachers will have a lunch period free from supervisory responsibilities. Elementary school teachers will have a one-half (1/2) hour duty free lunch period each day.

J. The parties hereto recognize the need for sufficient student make-up assistance time in addition to the normal school day, and that it is the professional responsibility of the teacher to provide such assistance. Accordingly, each teacher shall:

1. At the beginning of the school year, provide the principal with a written weekly schedule of the teacher's availability, sufficient to inform parents and students of the dates and times of the teacher's availability; and
2. There after notify the principal in writing of any changes in that schedule.

K. Conferences requested by parents will be scheduled at the professional discretion of the teacher. If the teacher does not fulfill this responsibility, such conferences shall be arranged by the principal.

L. If a teacher does not fulfill her/his responsibilities under the two immediate preceding paragraphs, such sessions will be arranged by the principal and the principal shall inform the teacher of the time of such sessions.

M. In the event the Committee extends the length of the teachers' total in-school workday at any school, the Committee agrees to negotiate with the Association concerning the effect of such extension on the wages, hours, and working conditions of the teachers at such school.

N. Committee agrees that normally there shall be not more than one (1) faculty meeting of teachers per month called or initiated by the principal for administrative purposes. The number of meetings called by principals for curriculum related purposes shall not be

affected by the foregoing limitations.

ARTICLE 11: NON-TEACHING DUTIES

- A. During the term of this Agreement, teachers shall not be required to perform the following duties:
 - 1. Student banking
 - 2. Charitable solicitations from students
 - 3. Charitable solicitations from certificated personnel
 - 4. The collection of lunch money.

- B. During the term of this Agreement, whenever feasible in the judgment of the Committee, after consideration of the availability of funds and of suitable replacement personnel, teachers shall not be required to perform the following duties:
 - 1. Cafeteria duty
 - 2. Bus loading and unloading
 - 3. Supervision of playgrounds, except at recess

 - 4. Duplicating and reproducing instructional material
 - 5. Non-teaching supervisory responsibilities
 - 6. Collecting money from students
 - 7. Clerical functions
 - 8. Custodial functions

- C. Notwithstanding the provisions of Section A, Subsection 2, and Section A, Subsection 3, teachers may participate in solicitations for charitable drives consented to by both the Association and the Committee as they relate to teachers only.

- D. Activities which, in the judgment of the Committee, have no educational objectives shall be barred from classrooms.

ARTICLE 12: SALARIES

PREAMBLE

We believe that the best predictor of student learning is teacher learning. Therefore, the salary schedule is designed to recognize and promote significant contributions to student learning or teacher practice or the school district community based upon an equitable standard equally accessible to all members of the unit.

Rather than seeking to create a pay scheme built on measurement of student performance, this system's goal is to encourage teachers to remain career-long learners, to increase and update their skills, and to be visible models as learners to their students.

While not making movement on the salary schedule dependent on any measure of student performance, the system encourages teacher salary contact hours proposals that may use measures of student performance for documentation of successful proposals.

Since attracting and retaining highly skilled teachers is critical to improving student performance, it is clear that the new salary scheme's success is dependent upon concerted efforts to craft budget approaches that do not have negative impacts on staffing levels, working conditions, or resources for teaching and learning.

- A. The salaries of all persons covered by this Agreement for the 2008-2009, 2009-2010 and 2010-2011 school years are set forth in Appendix A which is attached hereto and made a part hereof.
- B. In order to advance a step on the professional learning based scale, a teacher must work at least one (1) day more than one half (1/2) of the annual teacher work year -- (part-time employees' total work time must be equivalent to one half (1/2) of the full-time teachers' work year). All paid time away from the job, e.g. paid sick leave, personal leave, sabbatical leave, funeral leave, shall be counted as workdays. All unpaid time away from the job, e.g. unpaid personal and sick leave days used in excess of those granted by the Collective Bargaining Agreement, shall not be counted as workdays. Payments in an unrelated job classification shall not be counted as workdays. For part-time employees only those days worked within one school year will be counted in the calculation to determine step movement.
- C.
 1. To advance one salary lane on the Professional Learning Based Scale, teachers must accumulate 225 approved salary contact hours defined as follows:
 - One university or college credit hour equals 15 salary contact hours
 - One continuing education unit (CEU) equals 10 salary contact hours
 - One approved contact hour equals one contact hour.
 2. Eligible university or college credits and eligible CEU's are those that would meet the approval standards for course reimbursement.
 3. Teachers employed as of September 1, 2006 may use course reimbursement

eligible university or college credits earned since September 1, 2001 that have not been used previously to move from one lane to another. Teachers hired after September 1, 2006 may utilize such university or college credits from 5-year period immediately prior to their date of hire. Teachers employed as of or after September 1, 2008 may use course reimbursement eligible university or college credit from their date of hire forward.

4. Teachers employed as of September 1, 2006 may accrue non-university related salary contact hours approved September 1, 2006 forward. Teachers hired after September 1, 2006 may accrue non-university related salary contact hours effective from their date of hire. See Appendix B for support in drafting proposals of earning salary contact hours. The following provisions apply to accruing non-university related salary contact hours:
 - a. Proposals to earn salary contact hours will be submitted to the Superintendent or designee on the appropriate form.
 - b. The Superintendent or designee may approve a proposal or refer it to the Salary Review Panel. The Panel will be comprised of 3 teachers appointed by the President of the Association and 2 Administrators appointed by the Superintendent. The Salary Review Panel will review proposals and refer them to Human Resources for approval OR refer them to Human Resources for non-approval OR refer them back to the applicant with recommendations for revision and resubmission.
 - c. Teachers whose proposals are not approved may appeal the decision to the Living Contract Committee. The decision of the Living Contract Committee shall be final and is not subject to Grievance or Arbitration.
 - d. Lane changes may be made one time per year according to the following schedule:
 - Submissions approved and completed by January 2nd for a lane change September 1 of the following contract year. All submissions must be filed by October 2nd in contract year prior to the one in which the change is sought.
 - e. All proposals must be documented within 60 days of the completion of the activity.
 - f. Teachers become eligible for a lane change upon completion of three years of active service from the date of their last lane change, or from their date of hire.

D. Experience Credit for Teaching

Teachers entering employment of the Committee for the first time and teachers returning to the employment of the Committee shall receive full experience credit for full-time teaching experiences up to the maximum step of the Experience Based Salary Schedule before being placed on the appropriate salary level on the Professional Learning Based Salary Schedule.

E. Experience Credit for Outside Teaching Service

1. A teacher with immediately prior teaching experience in the Portland School System, upon her/his immediate return to the system, shall receive one (1) full experience credit up to a maximum of two (2) years for appropriate teaching service, in the Peace Corps, VISTA, or National Teachers Training Corps work and also for time spent on a Fulbright Scholarship and two (2) full experience credits up to a maximum of four (4) years for time spent as a result of being drafted under the Selective Service system, call up of reserves, or as a call of enlistment in any of the Armed Services in time of national emergency. Previously accumulated, unused sick leave days will be restored upon return to regular employment with the Committee.
2. To be eligible for benefits provided under this Section B, teachers must indicate in writing to the Superintendent their intention to apply for the Peace Corps, VISTA, National Teachers Training Corps, or Fulbright Scholarship no later than November 1, of the school year preceding taking up such service and must make such application no later than February 1 and shall also complete said school year and shall also notify the Office of the Superintendent prior to April 1 of the school year whether her/his application has been accepted and whether she/he will leave at the end of the school year.
3. To be eligible for the benefits conferred by this Section B, a draftee or enlistee must give the Office of the Superintendent prompt notice of all changes in her/his draft status and also prompt notice of calls for physical examinations and of the time set for her/his induction and/or notice of her/his intention to enlist as soon as she/he reaches such a decision.
4. The Superintendent may waive any of the aforementioned time limits.

F. Non-teaching Work Experience

1. The Superintendent may use work experience in conjunction with teaching experience in establishing the appropriate step on the salary scale when such work experience is relevant to the subject being taught and can contribute to career information to students provided said experience is equitably applied.

G. Newly hired teachers employed effective September 1, 2008

1. The parties agree to maintain an Experienced Based Salary Schedule to be used as the basis for determining entry-level salaries.
2. A two-step process will be used to place teachers on the Professional Learning Based Salary Schedule.
 - a. Each teacher will first be placed on the Experience Based Salary Schedule for

that contract year in accordance with the requirements in Paragraph B above. In order to advance on the experience scale of the salary schedule, a teacher must work at least one (1) day more than one half (1/2) of the annual teacher work year -- (part-time employees' total work time must be equivalent to one half (1/2) of the full-time teachers' work year). All paid time away from the job, e.g. paid sick leave, personal leave, sabbatical leave, funeral leave, shall be counted as workdays. All unpaid time away from the job, e.g. unpaid personal and sick leave days used in excess of those granted by the Collective Bargaining Agreement, shall not be counted as work days. Payments in an unrelated job classification shall not be counted as workdays. For part-time employees, only those days worked within one school year will be counted in the calculation to determine step movement.

- b. Each teacher will then be placed on the Professional Learning Salary Schedule on the lane and step with the salary identical/or next highest to the salary he/she would have made on the Experience Based Salary Schedule. If that salary lane would place a teacher at step 6 or lower, that is the step and salary. If that placement is above step 6, the teacher moves to the step with the next highest salary in the lane immediately to the right.
- c. Vocational Teacher
 - i. The following requirements shall apply to those teachers who are required to hold a valid Vocational Certificate.
 - ii. Teachers of Vocational-Technical courses shall have a minimum of three years of occupational experience in the occupational area concerned.
 - iii. Vocational teachers shall be placed on the Experience Based Scale for initial salary determination based on the following:
 - Vocational Certification - paid on the Bachelors scale
 - Bachelors Degree - paid on the Masters scale
 - Masters Degree - paid on the Masters Intermediate scale
- d. Placement on Masters Intermediate Scale for initial salary determination:
 - i. Placement on the Masters Intermediate scale shall be only through an approved planned program:
 - ii. Leading to a doctoral degree with a minimum of thirty (30) hours completed;
 - iii. Certificate of Advanced Study or approved equivalent;

- iv. Second masters degree which is in another discipline or which provides another area of certification;
- v. Special program of thirty (30) credit hours approved in advance and at the sole discretion of the Superintendent for courses taken after September 1, 1984, provided that any such approval shall not be grievable.

H. The annual salaries of teachers will be paid in twenty-six (26) installments, as follows: Beginning with the second Friday in September each installment shall be one-twenty-sixth (1/26) of the annual salary (minus deductions for absences and other authorized deductions). The twenty-six (26) installments are due every other Friday or on other approximate dates approved by the School Committee. If a payday falls on a legal holiday when the School District is closed, checks/direct deposit receipts will be available the preceding workday. If a pay day falls on Friday during school vacation, checks/direct deposit receipts will be distributed to the respective schools on that day except during the summer vacation period when the checks/direct deposit receipts will be mailed if the teacher does not call at the office for them. In a year where there is a three (3) week pay gap in August, the Committee will meet and consult with the Association regarding the payroll schedule.

I. Direct Deposit
Effective September 1, 2006, all newly hired teachers must enroll in direct deposit. All other teachers must be enrolled in direct deposit by June 1, 2007

J. Differentials

1. Assignments:

Differential positions will be open and posted for applications each year, and will be filled by annual one (1) year appointment. A teacher's appointment or reappointment to a differential position will require advanced approval of the Superintendent. The Superintendent may decide not to appoint or reappoint a teacher, and such decisions will not be arbitrable; provided, however, that after reappointment for three (3) successive years to the same differential position the Superintendent's decision not to reappoint to the same differential position for the next successive year (and for successive years thereafter) will be arbitrable, and will stand unless the non-reappointment is arbitrary and/or capricious. It is further agreed that a teacher will not be removed from a differential position during the one (1) year term of appointment or reappointment without just cause. Every effort will be made to provide notification of his/her appointment by the Superintendent at least thirty (30) calendar days but in no event not less than ten (10) calendar days prior to the commencement of the activity. The provisions of this section apply only to differential holders otherwise covered by this agreement.

2. Review

Differential positions listed in Appendix D shall be reviewed on an as-need basis by the Differential Study Committee. All Elementary Coordinator positions will be defined annually by the date the differentials are posted.

K. Teacher Leadership Positions

Preamble

As we continually strive to do our work differently for the complex teaching and learning needs of the twenty first century, there is a compelling need for teacher leadership to support and enhance this work.

As a District, much work has gone into the notion of the shift in our culture with a eye towards building and sustaining professional learning communities where structures are in place for all staff to continually examine their practice. Teacher leaders can be (and are) at the core of this work.

1. This provision defines two (2) categories of teacher leadership work. These categories will establish specific positions within the district, the pay for those positions, and allow for issues of term of position and released time for the work to be considered in creating the positions.

The first category of teacher leadership work will establish substantial district-wide, multi-level, or building-based positions that will move forward programmatic work over yearlong or multi-year periods.

These leaders are responsible for insuring that the work is completed. The compensation scales are established with the understanding that this work will include hours beyond the defined teacher workday and year. These leadership roles will have a focus in supporting teachers in building their capacity to work effectively with students.

Appendix C is the salary scales and charts to provide for the compensation for these leadership positions.

The second category would establish more focused and/or short term work defined, approved, and compensated through the existing system of review used for differentials and teacher leader stipends.

2. By the close of 2008-2009, the Living Contract Committee will create a process for reviewing current and future position/opportunities.
3. Release time project work is included in the definition of Teacher Leadership.
4. For each year of the contract, the Association will be granted two-thousand dollars (\$2,000) to create teacher leadership positions/opportunities that will enhance student achievement. Proposals for these must be submitted to and approved by the Superintendent .

L. Special Summer and Vacation Wage Rates

1. Normal Teaching Duties:

- a. Whenever Bargaining Unit Members perform normal Bargaining Unit duties beyond the normal work year, and with the approval of the Superintendent, they shall be paid in accordance with Article 10.

2. Workshops, Etc.

- a. Whenever Bargaining Unit Members are required to participate in activities such as summer and/or weekend workshops, or the activities listed in Article 22, they shall be paid in accordance with Articles 10 and 22.

3. Miscellaneous Activities:

- a. Whenever Bargaining Unit Members are invited but not required to participate in activities not covered by either a or b above, or by the Collective Bargaining Agreement, they shall be paid an hourly rate built upon the base teacher salary divided by one hundred eighty-three (183) and divided by six and one-half (6.5) hours. Such activities may include non-required summer and/or weekend workshops. Both parties recognize the difference between participation in and leadership for these activities.

Rates are as follows: 2008-11 \$ 26.96

4. During the summers, the School Committee may employ teachers for the purpose of assisting with teacher, substitute and/or planning aide hiring procedures, curriculum development, and school improvement/decision making activities. These positions shall be posted pursuant to Article 14.

ARTICLE 13: TEACHER ASSIGNMENTS AND TRAVEL EXPENSE

- A. Every effort will be made to notify teachers by June 1 of their building assignments for the next school year and every effort will be made to notify teachers of their schedules not later than six (6) weeks before school reopens.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be required to teach outside the scope of their teaching certificates and/or their major or minor fields of study unless exceptions to the foregoing are determined vital or necessary to the school system.
- C. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel.

- D. Teachers who are authorized and required by the Office of the Superintendent to travel shall be reimbursed for all necessary travel in their personal automobiles at the IRS rate effective as of July 1st immediately preceding the school year in question.
- E. In addition to the travel reimbursement set forth in Section D above, in the event a teacher is required to transport students in his or her personal automobile and an increase in the teacher's personal automobile insurance premiums results, the Committee will reimburse the teacher up to two hundred dollars (\$200.00) per year for said coverage.

ARTICLE 14: JOB VACANCIES

- A. The Committee agrees that notices of vacancies shall be delivered with the teachers' paychecks at least ten (10) calendar days before the application deadline.
- B. Within fifteen (15) days after filling the vacancy, the Superintendent shall give written notice thereof to all teachers who shall have made written application for said position. Within five (5) days after receipt of such notice, a teacher who was not selected to fill said vacancy may request a conference with the Hiring Administrator to discuss with her/him the reasons for her/his decision. Such conferences shall be scheduled as soon as practicable.
- C. In the filling of vacancies as set forth above, any teacher presently employed by the Committee, who applies for a position and meets the stated qualifications for the position, shall be scheduled for an interview. If the foregoing procedures have been followed, the Superintendent's decision as to who shall fill a vacancy shall be final.
- D. The Committee agrees to give notice of acting positions as follows:
 - 1. Summer Appointments: Any teacher who wishes to be notified of an acting position vacancy that may occur during the summer shall notify the Superintendent in writing prior to June 1 of each year, indicating the position of interest and the teacher's summer address. Each such teacher shall receive a written notice of any indicated acting position vacancy, postmarked at least ten (10) calendar days before the date of appointment for vacancies occurring prior to August 1, and five (5) calendar days for vacancies occurring after August 1.
 - 2. School Year Appointments: Only acting position vacancies that (1) occur during the first semester of the school year and (2) are expected to extend for at least the balance of the school year shall be posted in each school. Such postings shall be for at least five (5) calendar days prior to the date of appointment.

The provisions of this Section D shall not be construed so as to limit the scope of the Superintendent's discretion as to who shall be appointed to an acting position, and any decision thereon shall be final.

ARTICLE 15: INVOLUNTARY REASSIGNMENTS

In light of the Association's and the School Committee's intent to work together to advance student achievement and promote a collaborative organizational structure, it is recognized that when it may be necessary to reallocate personnel due to program changes or building openings/closures, the Association and School Committee will work together under the provisions of Article 28, The Living Contract Committee.

- A. Prior to the notice of a reassignment not requested by a teacher which is outside the teacher's impact area and/or to another school, the immediate supervisor and the appropriate Central Office director shall meet with the teacher to discuss the possibility of an involuntary reassignment. The teacher may at his/her discretion have an Association representative present at any such meeting. The notice of a reassignment not requested by the teacher shall be forwarded to the teacher as soon as practicable (normally, except in cases of extreme emergency at least thirty (30) days before the date of such reassignment) by the Superintendent and/or the immediate supervisor under whom the teacher was assigned prior to the new assignment. Such reassignments shall be made for cause. The reasons for reassignment will be put in writing and will specify the reasons for selection of the affected teacher. The President of the Association will also receive a copy of the reasons for reassignment.
- B. Within ten (10) days after receipt of such notification, the teacher may request in writing a meeting with the Superintendent to discuss reasons for the new assignment. A representative of the Association shall attend such meeting. Such meeting shall be held within ten (10) days of receipt of the written request.
- C. If the foregoing procedures have been followed, the decision of the Superintendent as to whether the teacher shall be reassigned shall be final.
- D. It is understood that the needs of the system may require reassignments of teachers between schools and grade levels from time to time, and that no school or grade level shall be considered to be preferable to another.

ARTICLE 16: TEACHER PERSONNEL RECORDS

- A. Teachers shall have the right under reasonable conditions established by the Superintendent to examine their individual Central Office personnel file or any personnel file which may be established by the immediate supervisor containing materials such as a letter of reprimand. No material added after original employment shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a statement regarding any material which shall be added thereto. Material relating to Association activities shall not be included in the personnel file. Derogatory materials and derogatory evaluations more than five (5) years old shall be removed from the files upon the teacher's request provided that derogatory material of a criminal nature or materials that would relate to the endangerment of others shall not be removed.
- B. Complaints made against a teacher by parents, students, or others if used in the teacher's evaluation, shall be reduced to writing, and promptly called to the attention of the teacher. In

the event further disciplinary action is taken, the source or sources of the complaints shall be identified.

- C. No new reports relating to teaching performance shall be placed in the teacher's file after her/his severance from the school system. This shall not apply to letters of recommendation.
- D. It is understood that observations and evaluation reports are professional appraisals of a teacher's professional performance by the evaluator and not subject to the grievance procedure unless such reports are used to discipline, dismiss or non-renew the teacher's contract.
- E. A violation of any procedure set forth in this Article shall not extend the contract or employment of any probationary teacher.

ARTICLE 17: TEACHER FACILITIES

- A. Currently existing faculty lounges shall be maintained. Faculty members shall exercise reasonable care in maintaining the appearance and cleanliness of the lounges; however, they shall be regularly cleaned by the school custodial staff.
- B. The Committee will establish as an ongoing goal to provide a computer and telephone in every classroom for teacher use.
- C. The Committee will provide a reasonable supply of books, paper, pencils, pens, chalk, markers and other such materials typically used in instruction.

ARTICLE 18: LIAISON BETWEEN ASSOCIATION AND PRINCIPALS

- A. The Association members in each building shall select a School Liaison Committee comprised of PEA members for the purpose of meeting with the Principal to review and discuss problems, policies, practices and procedures in the particular school and to make every attempt to solve identified problems. The School Liaison Committee shall be formed and submit membership and meeting schedule to the Superintendent by October 1 of each year. The District and Association are committed to the successful and effective functioning of this committee. The Association shall submit agenda items at least five (5) working days prior to the meeting unless the submission deadline is changed by mutual agreement with the building principal. A copy of the agenda shall be forwarded to the Director of Human Resources, the Superintendent, and the President of the Association. Any minutes of the meeting shall be forwarded to the Director of Human Resources, the Superintendent, and the President of the Association.

ARTICLE 19: PROFESSIONAL DEVELOPMENT

The School Committee and the Portland Education Association are committed to ongoing professional development. Such development shall promote Portland Public School's Learning Results and align with its mission vision and beliefs. Two (2) spaces will be held for PEA assignment to workshops, courses, etc. offered to teachers by the Committee. Effective September 1, 2001, the

parties agree to establish a professional development committee with a broad representation of teachers to design work that will improve instruction in alignment with the learning results. The Committee will be comprised of teachers appointed by the President of the PEA and administrators appointed by the Superintendent. The Director of Educational Planning and President of PEA or his/her designee will co-chair the committee. During the 2006-2007 school year the professional development committee will develop recommendations for the criteria and an approval process for reimbursing teachers for costs related to attendance at workshops, conferences, etc. The recommendations will be submitted to the LCC for approval and will be implemented September 1, 2007.

ARTICLE 20: SICK LEAVE

- A. Under this contract, teachers are granted fifteen (15) sick days per school year, except Spring Harbor Teachers who are granted eighteen (18) sick days per work year. At the end of the school year unused sick leave for that year will be added to the total number of accumulated sick leave to a maximum of one hundred eighty-three (183) days. Teachers shall be notified of the total number of unused sick leave days with their biweekly paycheck at the beginning of each school year.
- B. In the event a teacher retires with twenty (20) or more years service in the Portland School System, and is immediately eligible for retirement benefits pursuant to the Maine State Retirement System, the teacher's accumulated, unused sick leave, up to a maximum of one hundred eighty days (180), shall be paid to the teacher at the per diem rate for each day of such sick leave provided that for each day's per diem the teacher has at least four (4) days unused sick leave. Such payment shall not exceed forty-five (45) days. No benefits shall be payable under this Section to a teacher who retires after, or as a result of, episodes or incidents involving unprofessional or dishonorable conduct on her/his part, or at the time when dismissal charges against her/him are pending or indicated. The application of this clause is subject to the grievance and arbitration procedure.
- C. In the event that a teacher, while employed by the Committee, dies during the term of this agreement, a sum equal to that which would have been paid had the teacher been eligible for retirement pursuant to Section B above, shall be paid to the teacher's surviving spouse, if any, or to the beneficiary designated by the teacher for Maine State Retirement purposes or, if none, to the teacher's estate.
- D. Any teacher who is unable to work because of illness or injury and who has no accumulated sick leave shall lose per diem pay for each day of absence. Per diem pay for any employee covered by this Agreement shall be ascertained by dividing her/his annual salary by the work year as defined in Article 10, Section A.
- E. In the event an employee is absent for illness or injury and irrespective of whether such absence is charged to any accumulated sick leave, if the Superintendent suspects that the employee may not be physically or psychologically able to resume teaching duties, the Superintendent may require the employee to provide her/him with a physician's certificate verifying that the employee is capable of resuming employment.

- F. The Superintendent, may, if he/she believes that there may have been an abuse of sick leave, irrespective of whether accumulated sick leave days are involved, require an examination by a physician selected by the Superintendent for future illnesses.
1. In any instance where there is disagreement between the employee's own physician and the physician selected by the Superintendent in Section F, arrangements for a third medical opinion shall be made as soon as scheduling allows. The third opinion shall be given by a physician chosen by the employee from a list of five (5) physicians chosen by the Superintendent. The determination of the third opinion shall be binding on the parties with respect to the employee's eligibility for sick leave. The Committee shall not require any employee to take a psychological or medical examination, unless based upon the employee's performance, there is sufficient cause to believe a psychological/medical problem exists. The employee shall be notified in writing of the sufficient cause which warrants a psychological/medical examination.
 2. In such cases, the employee shall select the physician in accordance with in with the above and the committee shall pay expenses for the examination and all other related expenses.
 3. The only reports to the School Department from the physician will relate to whether the employee is fit for service relating to the specifically stated concern or whether the School Department must make accommodations for reasons of disability, work environment or working conditions.
 4. The examinations referred to in Subsections 1, 2 and 3 above shall to the extent not reimbursed by insurance be at the expense of the Committee.
 5. Failure to provide a physician's certificate upon request covering sick leave days in question will result in the loss of per diem pay for those days.
- G. A reasonable effort will be made to obtain a substitute teacher for a teacher who is absent on account of illness, provided the teacher to be absent gives sufficient advance notice to her/his principal. The use of regular teachers as substitutes shall be avoided, except as a last resort in an unforeseen or unplanned circumstance.
- H. Substitutes shall be obtained for any elementary art, music, or physical education teacher who is absent.
- I. A teacher may use up to fifteen (15) days of accumulated sick leave per year to care for a member of the teacher's immediate family whose illness requires the presence of the teacher. Immediate family is defined to include parents, parents-in-law, husband, wife, domestic partner, child, brother, or sister, or any relative residing within the household. Step relationships are included in the definition of family.
- J. The Association and the Committee believe in the importance of the health and wellness of

teachers. The Association and the Committee agree to the following:

1. A teacher from each grade level and a school nurse shall be appointed by the Association to serve on any district Health and Safety Committee. Teacher members shall be compensated according to Article 12 – Section L, subsection 3 (?) Special vaca/Misc Activites for all work performed and approved beyond the normal teacher workday.
 2. The Health and Safety Committee shall assess the needs of the District regarding health risks of teachers and recommend a wellness program to address those needs and promote positive health practices among teachers.
 3. Up to four (4) teachers shall be included in any team attending the Maine Department of Education's annual Wellness Conference.
- K. A Sick Bank is hereby established whereby a member of the Bargaining Unit faced with personal or immediate family illness or accident may borrow sick days not accumulated. The Sick Bank Program is to be administered by a committee equally represented by the Association and the School System. The fifteen (15) day limit in Section I of this Article does not apply to Section K.

ARTICLE 21: TEMPORARY LEAVE OF ABSENCE

- A. Recognizing that personal or family matters may justify absence from school from time to time without the necessity for disclosure of the reason, each teacher shall be entitled to use three (3) days of accumulated sick leave for personal leave at the teacher's discretion. Provided, however, that
1. Such leaves are not intended to create paid vacation days.
 2. The matter requiring the leave cannot be handled outside of work time.
 3. It is agreed by the parties that pre-planned travel on days before or after a holiday or vacation clearly is not a legitimate use of a personal day, but that required changes in travel plans due to causes completely beyond the teacher's control (such as cancellation of a return airplane fight, etc) will be considered a legitimate use of a personal day.
 4. In the event that a teacher desires to use any personal leave on a day before or after a holiday or vacation, the teacher shall provide the immediate supervisor with a written explanation of the reason requiring the request at least seven (7) days in advance of the day requested or, if this is not possible, as soon thereafter as is possible. Any teacher denied leave under this article may request a review by the Superintendent.
 5. No application for the use of a personal leave day may be submitted more than thirty (30) calendar days in advance of the day required except in cases of emergency, in

which case the teacher shall, with the application, provide the office of the immediate supervisor with a written explanation of the emergency requiring the request. All requests for personal leave shall be responded to within seven (7) days after their receipt.

6. Not more than four percent (4%) of the teachers or one (1) teacher in any one (1) building, whichever is greater, may elect personal leave under this section at the same time. This limitation does not include persons on sick or temporary leave under other sections of this article, and may be lifted in case of emergency or unusual circumstances at the discretion of the principal.
- B. Teachers shall be granted time off with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature provided: (1) the Superintendent determines that the funds are readily available for the hiring of a substitute teacher; and (2) the Superintendent determines that such visit or meeting or conference would be worthwhile for the particular teacher; and (3) the teacher granted such permission furnishes the Office of the Superintendent with a written report of such school visit, meeting or conference; and (4) under no circumstances shall the teacher be entitled to receive more than her/his regular per diem pay; and (5) the teacher shall be required to credit against her/his regular per diem pay all sums received by her/him from other sources for attendance at or participation in such functions.
- C. In order to promote a healthy workforce and control substitute teacher costs by reducing the number of sick days used, the following incentive program is established.
1. Teachers who limit usage of sick days may convert personal leave days as defined in the Article, to discretionary leave days.
 - a. A discretionary leave day is identical to a personal leave day, but is not subject to Section A, Subsections 1, 2, 3, 4 and 5.
 - b. A teacher who uses no sick days, defined as sick or family illness, in a school year may convert his/her three (3) personal days to discretionary leave during the following year.
 - c. A teacher who uses one (1) sick day may convert two (2) of his/her three (3) personal days.
 - d. A teacher who uses two (2) sick days may convert one (1) of his/her three (3) personal days.
- D. Bereavement. In case of the death of a husband, wife, domestic partner, or child of any teacher, such teacher shall be excused, without loss of pay, for an absence not to exceed ten (10) days either immediately following the death or at such other time during the course of that school year as may be necessary to handle estate related matters. In the case of the death of parents, grandparents, parents-in-law, grandchildren, brother, sister, or any relative residing

in the household, such teacher shall be excused without loss of pay for an absence not to exceed five (5) days. In the case of death of nieces, nephews, aunts, uncles, cousins, sisters-in-law or brothers-in-law, such teacher shall be excused without loss of pay, for a period not to exceed three (3) days. Step relationships are included in the definition of family. Such a three (3) day leave shall apply in situations where a unique relationship exists between an employee and some other person over a period of time and which evinces a state of responsibility or closeness.

In extenuating circumstances, at the discretion of the Superintendent, the days set forth above may be extended without loss of pay.

- E. Time off with pay shall be granted to any teacher when necessary for appearance in any legal proceeding arising out of the teacher's employment provided said proceeding does not involve unprofessional or dishonorable conduct of the teacher, dismissal of the teacher, or involve any breach of this Agreement by either the teacher or the Association.
- F. The Committee shall make up the difference in pay, if any, lost by any teacher as a result of being called for jury duty.
- G. Military Leave. Teachers who are members of the National Guard or other authorized state military or naval forces, and those teachers who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to leave of absence from their respective duties, without net loss of income during periods of annual training not to exceed seventeen (17) calendar days in any calendar year specified under the National Defense Act or Armed Forces Reserve Act of 1952, provided that such teachers shall have made every reasonable effort to perform such annual training during the period when school is not in session.
- H. Leaves of absence with or without pay may be granted by the Committee to any teacher for any other reasons which in the sole judgment of the Committee are profitable to the Portland School System or essential to the well-being of the teacher.
- I. A reasonable effort will be made to obtain a substitute teacher for a teacher who is absent on personal leave under this Article, provided the teacher who is absent gives sufficient advance notice to her/his principal. The use of regular teachers as substitutes shall be avoided, except as a last resort in an unforeseen or unplanned circumstance.
- J. Each teacher requesting leave under this Article shall so inform her/his principal or other supervisor and shall make application on the appropriate form to the Office of the Superintendent as soon as the teacher knows of the date or dates she/he will require such leave. Application shall be made at least seven (7) calendar days prior to leave, except in cases of emergency.
- K. Leave allowable under this Article shall not be accumulated beyond each school year.
- L. Family Educational Leave

1. Each teacher shall be granted one (1) day per year for a family educational event.

M. Graduation Leave

1. Any teacher who graduates or whose spouse, son, or daughter is graduating from a twelfth grade level or higher will be eligible for up to one (1) day's graduation leave with pay. To be eligible, leave must be requested and approved in advance. Additional days may be requested. If approved, these days will be unpaid.

ARTICLE 22:

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT/LICENSURE

A. The Committee agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, and conferences, which a teacher, after consultation with the Superintendent, is required to take or attend by the Superintendent by a notice in writing.

B. A teacher shall be compensated for all time spent in actual attendance at such required college courses, if full day, at her/his per diem rate of pay, and if part day on days when her/his school is not in session at her/his pro-rated per diem rate of pay.

C. Any certified continuing contract teacher who successfully, with a grade of B or better, completes, within any one (1) year period, up to one (1) course to a maximum of four (4) credit hours of additional professional work in courses expressly approved in advance by the Superintendent, be reimbursed for the cost of tuition and fees up to, but no more than, the University of Southern Maine graduate tuition rate for such a course. Upon reaching lane 5, a member's course reimbursement eligibility becomes two (2) courses, for a maximum of eight (8) credits or equivalent within any one (1) year period following the above criteria. Payment will be made directly to the teacher upon written agreement with the teacher and presentation of the bill for the course. Exceptions to this Article can be made at the discretion of the Superintendent. This Article will be effective August 28, 2008.

D. Licensure Costs

The Portland Public Schools will pay the costs of continuing education units and any licenses required by the Committee, which exceed the licenses required by Maine State Law.

ARTICLE 23: PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. The Association Building Representative shall report in writing to the Office of the appropriate Principal with a copy to the President of the PEA and the Director of Human Resources any working conditions in any school building considered unsafe or hazardous. The Principal or her/his designated representative will investigate said report and the Principal shall furnish within ten (10) days a written report to the PEA President, Association Representative, and the Office of Human Resources describing the results of the investigation, and of any action taken or proposed to correct the condition.

- B. The Portland Education Association and the Portland School Committee are committed to the health and safety of all employees. Unsafe conditions and acts must be treated seriously and resolved with a sense of urgency. In order to address broad issues of concern regarding health and safety, the Superintendent will meet and consult with the Association and other groups at his/her discretion as necessary, but at least annually, to review relevant policies and procedures regarding health, safety, vandalism, and student discipline. Teachers shall immediately report on the safety report form to the appropriate Principal and the Principal shall immediately report to the supervising Central Office Director any instances of threat, assault or injury suffered by the teacher or caused by the teacher in the course of his/her employment. Within twenty-four (24) hours the Principal will notify the teacher of actions taken and planning for next steps. Teachers will be notified of final resolution.
- C. If either civil or criminal litigation is indicated or threatened against any teacher for actions arising out of and during the course of her/his employment, the teacher shall immediately notify the Superintendent, who shall, if she/he believes the teacher has acted in a proper professional manner, comply with any reasonable request from the teacher for information in her/his possession which relates to the incident.
- D. Employees who are eligible for worker's compensation for service-connected injury may elect to take accumulated sick leave in addition to compensation to the extent that it provides full regular pay, and to the extent of the accumulated sick leave credit. Full regular pay means the employee's normal take-home pay after deduction of federal and state income tax withholding.
- E. When in the judgment of the Superintendent, a teacher's prudent discharge of her/his responsibilities results in personal injury and disability as a result of an assault, no deduction shall be made from accumulated sick leave during the period of disability occurring within the first sixty (60) days following such assault, unless the teacher, under extenuating circumstances, incurs periods of disability subsequent to the first 60 days. Under no circumstance shall the teacher receive more than sixty (60) days. Payments payable to the teacher under the Worker's Compensation Act shall be deducted from amounts payable to the teacher hereunder.

ARTICLE 24: ASSOCIATION DUES AND OTHER DEDUCTIONS FROM SALARY

- A. The Committee agrees to deduct from teachers' salary dues in specified amounts for local, state, and/or national professional associations when requested in writing by the teachers. Said dues shall be remitted to the Portland Education Association at reasonable intervals, all subject to the following:
 - 1. No change in the specified rate of such dues deductions shall be made after August 30, of any school year.
 - 2. The total of such dues for the school year shall be deducted in equal amounts from twenty (20) paychecks of the teacher, commencing with the first paycheck in November of any school year.

3. No deductions need be made by the Committee if they are at any time beyond the normal capacity of automatic data processing equipment of the City of Portland to handle in the same manner as other payroll deductions, and no more than 10 separate rates shall be used for dues deduction purposes.
 4. Dues deductions shall continue automatically from year to year unless cancelled in writing by the teacher during the first two (2) weeks in August preceding the school year in which the cancellation becomes effective.
 5. The Association shall indemnify and save the Committee harmless against all claims and suits, which may arise by reason of making any such deductions, the cancellation of the same, and remitting the same to apparently authorized officials of the Maine Education Association. The Portland Education Association shall be accountable to the Maine Education Association for the allocation and payment of each teacher's dues to the respective professional associations, as authorized on the respective dues deduction forms.
- B. Teachers may, in writing, authorize such additional deductions for local United Fund Campaigns, Maineshare, and such other purposes as are approved by both the Committee and the Association, again subject to the normal capacity of automatic data processing equipment of the Portland Public Schools to handle the same, and subject to such reasonable regulations as the Committee and/or the Superintendent may prescribe. If practicable, and subject to the normal capacity of automatic data processing equipment of the Portland Public Schools to handle the same, and subject to such reasonable regulations as the Committee and/or the Superintendent may prescribe, teachers may, in writing, authorize additional deductions for tax-sheltered Annuities. The Superintendent will meet and consult with the Association regarding the schedule of tax sheltered annuity remittances.

ARTICLE 25: EXTENDED LEAVE OF ABSENCE

- A. Leave of absence without pay for a maximum of two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, National Teachers Corps or who serves as an exchange teacher or overseas teacher or who accepts and participates in a Fulbright Scholarship, or who serves as an elected officer of the National Education Association or the Maine Education Association. Leaves granted under this Section shall count as time in service up to a maximum of two (2) years for purposes of applications for sabbatical leave.
- B. A leave of absence without pay shall be granted to any teacher for military service if said teacher meets the criteria set forth in Article 12, Section E, Subsection 3, entitled Teacher Employment and Experience Credits.
- C. All or any portion of a leave taken by a teacher because of medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave. A leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or childrearing as follows:

1. A teacher who is pregnant shall be entitled, upon request, to a leave to begin at any time during her pregnancy and to last up to one (1) year after a child is born. Should that year's leave end in midsemester, the leave shall run until the end of that semester. Said teacher shall notify the Superintendent in writing of her desire to take such leave, and if she plans to take childrearing leave after the birth of the child, shall notify her/him of the date she will return to work if she is able. Except in case of emergency, the teacher shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice a physician's statement certifying her pregnancy. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to perform properly her required functions. Notwithstanding the above, the affected teacher and his/her immediate supervisor may mutually agree to modify the above time requirements. Absent mutual agreement, the teacher may appeal to the Superintendent for a waiver of the above time requirements. The decision of the Superintendent shall be final.
 2. Any male teacher upon request shall be entitled to a childrearing leave in accordance with the provisions of Section C, Subsection 1. Sick Leave provisions shall not apply.
 3. Any teacher who is the primary caregiver may use up to twenty (20) days of accumulated sick leave for the purpose of adoption.
 4. Any teacher adopting a child may receive similar leave as in Subsection 1 above which shall commence two (2) weeks prior to receiving de facto custody of said child.
 5. Teachers shall be granted five (5) days leave to be deducted from sick leave upon the birth/adoption of a child to the teacher's spouse, or the teacher's partner to be used within the first month of the birth/adoption.
 6. A teacher on childrearing leave may have the teacher's name placed on a list to serve as a substitute in the Portland School System in the area of her/his certification or competence at the then prevailing rate of pay for substitute teachers.
- D. A leave of absence without pay for a maximum period of one (1) year may, in the sole discretion of the Committee, be granted a teacher for the purpose of caring for a sick member of her/his immediate family, provided she/he gives the Committee as much advance notice as practicable, but in no event less than thirty (30) days, except in cases of emergency involving critical illnesses. Insurance benefits will be continued for the teacher at her/his own expense if she/he so requests and if she/he meets eligibility requirements.
- E. The Committee shall grant any regularly employed certified teacher a leave of absence without pay and without forfeiture of continuing contract status and other accumulated benefits to fulfill the duties of a State Legislator provided written notice of intent to become a candidate for the Legislature is given to the Superintendent at the time teacher contracts are issued.

- F. All requests for leaves, extensions and renewals thereof shall be applied for in writing to the Office of the Superintendent and shall be answered in writing.
1. In order for teachers to be eligible for benefits provided under Section A above, they (a) must indicate in writing to the Superintendent their intention to apply for the Peace Corps, VISTA, National Teachers Training Corps or a Fulbright Scholarship, whichever is applicable, no later than November 1 of the school year preceding taking up such service and (b) shall complete said school year and (c) shall also notify in writing the Office of the Superintendent prior to April 1 of the school year whether her/his application has been accepted and whether she/he will leave at the end of the school year.
 2. No person shall be eligible for a return to the Portland School System following leave granted for any reason under this Article unless she/he gives the Superintendent notice by January 1 preceding the ensuing school year that she/he will return to the system for the ensuing school year, (unless waived by the Superintendent).
 3. Upon return to the system, a teacher granted a leave of absence will be returned whenever practicable, to her/his former employment position or classification.

ARTICLE 26: CURRICULUM

- A. The curriculum will be aligned to the Learning Results and the mission vision and beliefs of the Portland Public Schools. Teachers will participate fully in the collaborative process of developing and implementing the curriculum framework used in the Portland Public Schools. For any district-wide committee established under this article, two (2) members will be appointed by the PEA.

ARTICLE 27: SABBATICAL LEAVE

- A. Sabbatical leave may be granted to a teacher for study related to her/his teaching field, or for travel, related to her/his teaching field, or for other reasons of value to the school system, all subject to the approval of the Committee and all subject to the following conditions:
1. Sabbatical leave shall be granted to a maximum of two percent (2%) of teachers at any one time.
 2. Notice of intent to apply for sabbatical leave must be received by the Office of the Superintendent in writing no later than December 15th of the school year preceding the year of such leave. The teacher must make application no later than February 1 and shall also complete said school year. Action shall be taken by the Committee on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested. The appropriate Central Office Director shall meet with the sabbatical leave applicant prior to making recommendation to the Committee for approval. The purpose of this meeting is to review the application prior to the submission of said application to the Committee.

3. Within ten (10) days from the Committee's decision, written notification shall be sent to the applicant. Reasons shall be provided to the applicant in writing if the sabbatical leave request is denied.
4. The teacher requesting sabbatical leave has completed at least seven consecutive full-time school years of service in the Portland School System since her/his last prior sabbatical leave, if any.
5. A teacher on sabbatical leave for a full school year shall be paid by the Committee at fifty percent (50%) of the salary rate which she/he would have received if she/he had remained actively employed by the Committee. A teacher on sabbatical leave for one half (1/2) of a school year shall be paid by the Committee at seventy-five percent (75%) of the salary rate she/he would have received if she/he had remained actively employed by the Committee.
6. Health and Dental Insurance will continue to be paid during the period of leave at the rate that would have been paid if the teacher had remained actively employed by the Committee.
7. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which she/he would have attained had she/he remained actively employed in the system during the period of her/his absence.
8. Before receiving sabbatical leave under the provision of this Article, the teacher shall agree in writing with the Committee that she/he will return to the Portland School System for a period of not less than two (2) years for a full time sabbatical and not less than one (1) year for a half time sabbatical, and also that, in the event of breach of such agreement, she/he will repay the Committee all sums advanced for her/his Sabbatical leave, in proportion to the fulfillment of her/his two (2) year reemployment commitment.

ARTICLE 28: LIVING CONTRACT COMMITTEE

- A. The Portland Education Association and the Committee are committed to on-going, meaningful communication; joint, open problem solving; and building trusting relationships in order to create and maintain a quality working environment and healthy employee relations. Therefore, the Association and the School Committee agree to establish a committee to provide for regular, on-going discussions and decision-making on matters germane to improved union-management relations and more effective overall school district operation. The Living Contract Committee shall be co-chaired by the Superintendent and the President of the Association.
- B. This committee shall be authorized to discuss any issue of mutual interest or concern and to reach tentative agreements on issues in a timely manner without delaying action until the expiration and renegotiation of the collective bargaining Agreement. This Committee shall

also have the power to amend this agreement, provided that any substantive amendments shall be subject to internal ratification and approval procedures of the Association and School Committee.

- C. The Association and the Superintendent shall each identify at least three (3) representatives and no more than six (6) representatives as committee members who shall serve for the duration of the contract. The Association members shall be appointed by the Association President and the management members shall be appointed by the Superintendent. Appointments shall be made by September 15. Substitute teachers will be provided for Association members if necessary to attend Committee meetings.

- D. The overall charge to this committee shall include, but is not limited to, the following:
 - 1. To administer and implement the contractual Agreement;
 - 2. To resolve disputes or problems in the interpretation and application of the Agreement as they arise;
 - 3. To meet at least monthly, at times and locations mutually agreed upon, according to a schedule determined and published by this Committee. Either the Superintendent or the Association President may call a special meeting of this committee to deal with a specific issue on the basis of urgent need; and
 - 4. To establish a process for decision-making and communication.

- E. This Committee shall have the following powers and duties:
 - 1. To establish temporary sub-committees to address particular issues which shall report with recommendation in writing to this committee by specific deadlines; and to establish the membership and operating procedures of such subcommittees;
 - 2. To revise the provisions of this Agreement in order to clarify language and meaning, correct contradictions or inconsistencies, remove outdated language, and organize and streamline this Agreement; and To appoint one PEA member to attend and provide input at the School Committee's Policy Subcommittee meetings, which member shall report to the Living Contract Committee.

- F. Any new or substantially modified policy proposals will be brought to the attention of the Living Contract Committee by the Superintendent for review prior to submission to the School Committee to provide the Living Contract Committee an opportunity to make comments to the Superintendent.

- G. Nothing herein shall be deemed:
 - 1. To preclude the Superintendent from consulting informally with the Association or the School Committee;

2. To impair the authority of the Superintendent.

ARTICLE 29: MISCELLANEOUS PROVISIONS

- A. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, it shall be given as follows:
 1. If by Association, to the Committee in care of the Office of the Superintendent, 196 Allen Avenue, Portland, Maine 04103.
 2. If by the Committee, to the Association in care of the President of the Association at the time at the PEA Office, 29 Christopher Toppi Drive, South Portland, Maine.
- B. Copies of this Agreement shall be printed at the expense of the Committee within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Committee.

ARTICLE 30: PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- A. During negotiations, the Committee and the Association will present relevant data, exchange points of view and make proposals and counter-proposals except that the Association will submit to the Committee all of its requests on Negotiable Subjects not later than January 31st of the year of expiration unless both parties agree to interest based bargaining which shall supercede the above process. The Committee will make available to the Association for inspection relevant but non-confidential cost and statistical data which the Association may need in order to develop, analyze and/or evaluate proposals and/or counter-proposals concerning negotiable subjects but there will be no obligation on the part of the Committee to prepare any records or summaries not already in existence. The Association's request for inspection will not be unreasonable. Either party may, if it so desires, utilize the service of outside consultants and may call upon professional and lay representatives to assist it either at or outside of the negotiation sessions. At the conclusion of negotiations, all agreements reached during negotiations will be reduced to writing and signed by the Committee and the Association.
- B. Despite reference in this Article to the Committee or the Association, as such, each shall have the right to act hereunder by Committee (which committee will not exceed nine (9) in number), individual member, or designated representative, whether or not a member. Each party will provide to the other, upon request, a written statement indicating the person or persons so authorized to act in its behalf at any particular point in time. The person or persons so authorized to act will be authorized to act in regard to all aspects of negotiation, it being the mutual intension that neither will be required to negotiate with respect to different subjects with different persons representing this other party.
- C. All written notices to the Association or Committee respectively will be deemed to have been properly given if delivered to the President of the Association and to the Superintendent of

Schools, respectively.

- D. Nothing herein contained will be deemed to affect or authorize negotiations or requests for changes in the provisions of the Agreement of which this Article is a part.

ARTICLE 31: TERM OF AGREEMENT

This agreement shall govern the rights of the parties from September 1, 2008 through August 31, 2011.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written below.

Dated: 10/07/08

The School Committee of the City of Portland

by:

John R. Coyne
Its Chair

Dated: 10/08/08

The Portland Education Association

by

Rathleen M Curran
Its President

Appendix A: PEA Professional Learning Based Salary Scale 2008-2009

YEAR	BASE	HOURLY
08-09	32,066	26.96

P.E.A. 2008-09 PROFESSIONAL LEARNING BASED SALARY SCHEDULE 183 DAYS					
STEP	I	II	III	IV	V
1	33,669	42,167	50,664	59,162	67,659
2	34,952	43,449	51,947	60,444	68,942
3	36,235	44,732	53,230	61,727	70,225
4	37,517	46,015	54,512	63,010	71,507
5	38,800	47,297	55,795	64,292	72,790
6	40,083	48,580	57,077	65,575	74,072
7	41,365	49,863	58,360	66,858	75,355
8	42,648	51,145	59,643	68,140	76,638
9	43,930	52,428	60,925	69,423	77,920
10	45,213	53,711	62,208	70,706	79,203

P.E.A. 2008-09 PROFESSIONAL LEARNING BASED SALARY SCHEDULE 193 DAYS					
STEP	I	II	III	IV	V
1	35,509	44,471	53,433	62,395	71,356
2	36,862	45,823	54,786	63,747	72,709
3	38,215	47,176	56,139	65,100	74,062
4	39,567	48,529	57,491	66,453	75,414
5	40,920	49,882	58,844	67,805	76,768
6	42,273	51,235	60,196	69,158	78,120
7	43,625	52,588	61,549	70,511	79,473
8	44,978	53,940	62,902	71,863	80,826
9	46,331	55,293	64,254	73,217	82,178
10	47,684	56,646	65,607	74,570	83,531

P.E.A. 2008-09 PROFESSIONAL LEARNING BASED SALARY SCHEDULE 201 DAYS					
STEP	I	II	III	IV	V
1	36,981	46,315	55,647	64,981	74,314
2	38,390	47,723	57,057	66,389	75,723
3	39,799	49,132	58,466	67,799	77,132
4	41,207	50,541	59,874	69,208	78,540
5	42,616	51,949	61,283	70,616	79,950
6	44,026	53,358	62,691	72,025	81,358
7	45,434	54,768	64,100	73,434	82,767
8	46,843	56,176	65,510	74,842	84,176
9	48,251	57,585	66,918	76,251	85,584
10	49,660	58,994	68,327	77,661	86,993

Appendix A: PEA Professional Learning Based Salary Scale 2009-2010

YEAR	BASE	HOURLY
09-10	32,066	26.96

Note: Same as 08-09 schedule, no increase

P.E.A. 2009-10 PROFESSIONAL LEARNING BASED SALARY SCHEDULE 183 DAYS					
STEP	I	II	III	IV	V
1	33,669	42,167	50,664	59,162	67,659
2	34,952	43,449	51,947	60,444	68,942
3	36,235	44,732	53,230	61,727	70,225
4	37,517	46,015	54,512	63,010	71,507
5	38,800	47,297	55,795	64,292	72,790
6	40,083	48,580	57,077	65,575	74,072
7	41,365	49,863	58,360	66,858	75,355
8	42,648	51,145	59,643	68,140	76,638
9	43,930	52,428	60,925	69,423	77,920
10	45,213	53,711	62,208	70,706	79,203

P.E.A. 2009-10 PROFESSIONAL LEARNING BASED SALARY SCHEDULE 193 DAYS					
STEP	I	II	III	IV	V
1	35,509	44,471	53,433	62,395	71,356
2	36,862	45,823	54,786	63,747	72,709
3	38,215	47,176	56,139	65,100	74,062
4	39,567	48,529	57,491	66,453	75,414
5	40,920	49,882	58,844	67,805	76,768
6	42,273	51,235	60,196	69,158	78,120
7	43,625	52,588	61,549	70,511	79,473
8	44,978	53,940	62,902	71,863	80,826
9	46,331	55,293	64,254	73,217	82,178
10	47,684	56,646	65,607	74,570	83,531

P.E.A. 2009-10 PROFESSIONAL LEARNING BASED SALARY SCHEDULE 201 DAYS					
STEP	I	II	III	IV	V
1	36,981	46,315	55,647	64,981	74,314
2	38,390	47,723	57,057	66,389	75,723
3	39,799	49,132	58,466	67,799	77,132
4	41,207	50,541	59,874	69,208	78,540
5	42,616	51,949	61,283	70,616	79,950
6	44,026	53,358	62,691	72,025	81,358
7	45,434	54,768	64,100	73,434	82,767
8	46,843	56,176	65,510	74,842	84,176
9	48,251	57,585	66,918	76,251	85,584
10	49,660	58,994	68,327	77,661	86,993

Appendix A: PEA Professional Learning Based Salary Scale 2010-2011

YEAR	BASE	HOURLY
10-11	32,066	26.96

Note: Same as 08-09 schedule, no increase

P.E.A. 2010-11 PROFESSIONAL LEARNING BASED SALARY SCHEDULE 183 DAYS					
STEP	I	II	III	IV	V
1	33,669	42,167	50,664	59,162	67,659
2	34,952	43,449	51,947	60,444	68,942
3	36,235	44,732	53,230	61,727	70,225
4	37,517	46,015	54,512	63,010	71,507
5	38,800	47,297	55,795	64,292	72,790
6	40,083	48,580	57,077	65,575	74,072
7	41,365	49,863	58,360	66,858	75,355
8	42,648	51,145	59,643	68,140	76,638
9	43,930	52,428	60,925	69,423	77,920
10	45,213	53,711	62,208	70,706	79,203

P.E.A. 2010-11 PROFESSIONAL LEARNING BASED SALARY SCHEDULE 193 DAYS					
STEP	I	II	III	IV	V
1	35,509	44,471	53,433	62,395	71,356
2	36,862	45,823	54,786	63,747	72,709
3	38,215	47,176	56,139	65,100	74,062
4	39,567	48,529	57,491	66,453	75,414
5	40,920	49,882	58,844	67,805	76,768
6	42,273	51,235	60,196	69,158	78,120
7	43,625	52,588	61,549	70,511	79,473
8	44,978	53,940	62,902	71,863	80,826
9	46,331	55,293	64,254	73,217	82,178
10	47,684	56,646	65,607	74,570	83,531

P.E.A. 2010-11 PROFESSIONAL LEARNING BASED SALARY SCHEDULE 201 DAYS					
STEP	I	II	III	IV	V
1	36,981	46,315	55,647	64,981	74,314
2	38,390	47,723	57,057	66,389	75,723
3	39,799	49,132	58,466	67,799	77,132
4	41,207	50,541	59,874	69,208	78,540
5	42,616	51,949	61,283	70,616	79,950
6	44,026	53,358	62,691	72,025	81,358
7	45,434	54,768	64,100	73,434	82,767
8	46,843	56,176	65,510	74,842	84,176
9	48,251	57,585	66,918	76,251	85,584
10	49,660	58,994	68,327	77,661	86,993

Appendix B

While not an exhaustive list, the following demonstrates the type of learning projects that could be considered for teachers to earn contact hours.

- Classroom Action Research
- New Class Curriculum Developed and Implemented
- Middle School House Chair Work
- Parent/Community Involvement Programs
- Community Engagement Events (not part of 3 paid hours)
- PTO Leadership Position
- Conference/Workshop/Course Presenter
- Professional Learning Collaborations (CFG, others)
- On-going Co-Curricular Activities (not stipend)
- Professional Book Groups
- Curriculum Institutes
- Creating and Maintaining website to serve Parents and Students
- Juried Publication
- Academic Judging
- Accreditation Review Work
- Office in State/Regional/National Educational Organization or Content Area Association
- Grant Writing & Receipt
- Foreign Travel
- Committee Work (not otherwise compensated)

APPENDIX C: DIFFERENTIAL SCHEDULE

2008-09 HIGH SCHOOL DIFFERENTIAL RATES							
ATHLETIC				CO-CURRICULAR			
DESCRIPTION	Boys/Girls'	Base	DESCRIPTION	Boys/Girls'	Base	DESCRIPTION	Base
BASEBALL	B	4,605	INTRAMURALS	B	945	ACADEMIC DECATHLON	2,303
BASEBALL ASST	B	2,763	INTRAMURALS	G	945	DEBATE	2,303
BASKETBALL	B	6,908	LACROSSE	B	4,605	DRAMATICS FALL/WINTER	4,605
BASKETBALL ASST	B	4,145	LACROSSE	G	4,605	DRAMATICS FALL/WINTER ASST	2,763
BASKETBALL	G	6,908	LACROSSE ASST	B	2,763	DRAMATICS SPRING	4,605
BASKETBALL ASST	G	4,145	LACROSSE ASST	G	2,763	DRAMATICS SPRING ASST	2,763
CHEERLEADING FALL	G	3,839	NORDIC SKI COACH DHS		3,071	FUTURE TEACHERS (DHS)	2,303
CHEERLEADING FALL ASST	G	2,303	OUTDOOR TRACK	B	4,605	FUTURE BUSINESS LEADERS (PHS)	2,303
CHEERLEADING WINTER	G	4,605	OUTDOOR TRACK ASST	B	2,763	JR CLASS ADVISOR	2,303
CHEERLEADING WINTER ASST	G	2,763	OUTDOOR TRACK	G	4,605	LITERARY MAGAZINE	2,303
CROSS COUNTRY	B	3,071	OUTDOOR TRACK ASST	G	2,763	MATH TEAM COACH HS	3,071
CROSS COUNTRY ASST	B	1,843	SOCCER	B	4,605	MATH TEAM COACH 9th GRADE	2,303
CROSS COUNTRY	G	3,071	SOCCER ASST	B	2,763	NEWSPAPER ADVISOR	3,071
CROSS COUNTRY ASST	G	1,843	SOCCER	G	4,605	PROJECT GRADUATION	2,303
FIELD HOCKEY	G	4,605	SOCCER ASST	G	2,763	SR CLASS ADVISOR	2,303
FIELD HOCKEY ASST	G	2,763	SOFTBALL	G	4,605	INTERNATIONAL CLUB (PHS)	2,303
FOOTBALL	B	7,677	SOFTBALL ASST	G	2,763	MOCK TRIAL (DHS)	2,303
FOOTBALL ASST	B	4,606	SWIMMING	B	4,605	YEARBOOK ADVISOR	3,839
GOLF		3,071	SWIMMING ASST	B	2,763	LEADERSHIP MENTOR	3,071
GOLF ASST		1,843	SWIMMING	G	4,605	LEADERSHIP COORDINATOR	2,303
ICE HOCKEY	B	4,605	SWIMMING ASST	G	2,763	MUSIC DIRECTOR BAND	4,605
ICE HOCKEY ASST	B	2,763	TENNIS	B	2,303	MUSIC DIRECTOR CHORAL	2,303
ICE HOCKEY	G	4,605	TENNIS	G	2,303	FLOAT	2,303
ICE HOCKEY ASST	G	2,763	TENNIS ASST		1,382		
INDOOR TRACK	B	3,839	WRESTLING	B	4,605		
INDOOR TRACK ASST	B	2,303	WRESTLING ASST	B	2,763		
INDOOR TRACK	G	3,839					
INDOOR TRACK ASST	G	2,303					

*This is a list of differential rates only and is not meant to be confirmation of funding for all differentials.

APPENDIX C: DIFFERENTIAL SCHEDULE

2008-09 MIDDLE SCHOOL DIFFERENTIAL RATES							
ATHLETIC			CO-CURRICULAR				
BASEBALL	B	2,533	INTRAMURALS	B	945	DRAMATICS	2,533
BASKETBALL	B	3,799	INTRAMURALS	G	945	MATH TEAM COACH Middle	945
BASKETBALL	G	3,799	OUTDOOR TRACK	B	2,533	NEWSPAPER ADVISOR	2,303
BASKETBALL GRADE 6 COORDINATOR	B	945	OUTDOOR TRACK	G	2,533	OM BUILDING COORD	921
BASKETBALL GRADE 6 COORDINATOR	G	945	SOCCER	B	2,533	YEARBOOK ADVISOR	3,071
CHEERLEADING FALL	G	2,111	SOCCER	G	2,533	FLOAT	1,267
CHEERLEADING FALL ASST	G	1,267	SOFTBALL	G	2,533		
CHEERLEADING WINTER	G	2,533	SWIMMING	B	2,533		
CHEERLEADING WINTER ASST	G	1,520	SWIMMING ASST	B	1,520		
CROSS COUNTRY		1,689	SWIMMING	G	2,533		
CROSS COUNTRY ASST		1,013	SWIMMING ASST	G	1,520		
FIELD HOCKEY	G	2,533	TENNIS	B	1,267		
FOOTBALL	B	4,222	TENNIS	G	1,267		
INDOOR TRACK	B	2,111	WRESTLING	B	2,533		
INDOOR TRACK	G	2,111					
INDOOR TRACK ASST	B	1,267					
INDOOR TRACK ASST	G	1,267					

2008-09 ELEMENTARY AND MISCELLANEOUS DIFFERENTIAL RATES				
ELEMENTARY COORD	945		READ CONS (Grandfathered)	2,512
MATH TEAM CITY COORDINATOR	921			

*This is a list of differential rates only and is not meant to be confirmation of funding for all differentials.

APPENDIX C: DIFFERENTIAL SCHEDULE

2009-10 HIGH SCHOOL DIFFERENTIAL RATES							
ATHLETIC			CO-CURRICULAR				
DESCRIPTION	Boys/Girls'	09-10 Base	DESCRIPTION	Boys/Girls'	09-10 Base	DESCRIPTION	09-10 Base
BASEBALL	B	4,697	INTRAMURALS	B	964	ACADEMIC DECATHLON	2,349
BASEBALL ASST	B	2,818	INTRAMURALS	G	964	DEBATE	2,349
BASKETBALL	B	7,046	LACROSSE	B	4,697	DRAMATICS FALL/WINTER	4,697
BASKETBALL ASST	B	4,228	LACROSSE	G	4,697	DRAMATICS FALL/WINTER ASST	2,818
BASKETBALL	G	7,046	LACROSSE ASST	B	2,818	DRAMATICS SPRING	4,697
BASKETBALL ASST	G	4,228	LACROSSE ASST	G	2,818	DRAMATICS SPRING ASST	2,818
CHEERLEADING FALL	G	3,916	NORDIC SKI COACH DHS		3,132	FUTURE TEACHERS (DHS)	2,349
CHEERLEADING FALL ASST	G	2,349	OUTDOOR TRACK	B	4,697	FUTURE BUSINESS LEADERS (PHS)	2,349
CHEERLEADING WINTER	G	4,697	OUTDOOR TRACK ASST	B	2,818	JR CLASS ADVISOR	2,349
CHEERLEADING WINTER ASST	G	2,818	OUTDOOR TRACK	G	4,697	LITERARY MAGAZINE	2,349
CROSS COUNTRY	B	3,132	OUTDOOR TRACK ASST	G	2,818	MATH TEAM COACH HS	3,132
CROSS COUNTRY ASST	B	1,880	SOCCER	B	4,697	MATH TEAM COACH 9th GRADE	2,349
CROSS COUNTRY	G	3,132	SOCCER ASST	B	2,818	NEWSPAPER ADVISOR	3,132
CROSS COUNTRY ASST	G	1,880	SOCCER	G	4,697	PROJECT GRADUATION	2,349
FIELD HOCKEY	G	4,697	SOCCER ASST	G	2,818	SR CLASS ADVISOR	2,349
FIELD HOCKEY ASST	G	2,818	SOFTBALL	G	4,697	INTERNATIONAL CLUB (PHS)	2,349
FOOTBALL	B	7,831	SOFTBALL ASST	G	2,818	MOCK TRIAL (DHS)	2,349
FOOTBALL ASST	B	4,698	SWIMMING	B	4,697	YEARBOOK ADVISOR	3,916
GOLF		3,132	SWIMMING ASST	B	2,818	LEADERSHIP MENTOR	3,132
GOLF ASST		1,880	SWIMMING	G	4,697	LEADERSHIP COORDINATOR	2,349
ICE HOCKEY	B	4,697	SWIMMING ASST	G	2,818	MUSIC DIRECTOR BAND	4,697
ICE HOCKEY ASST	B	2,818	TENNIS	B	2,349	MUSIC DIRECTOR CHORAL	2,349
ICE HOCKEY	G	4,697	TENNIS	G	2,349	FLOAT	2,349
ICE HOCKEY ASST	G	2,818	TENNIS ASST		1,410		
INDOOR TRACK	B	3,916	WRESTLING	B	4,697		
INDOOR TRACK ASST	B	2,349	WRESTLING ASST	B	2,818		
INDOOR TRACK	G	3,916					
INDOOR TRACK ASST	G	2,349					

*This is a list of differential rates only and is not meant to be confirmation of funding for all differentials.

APPENDIX C: DIFFERENTIAL SCHEDULE

2009-10 MIDDLE SCHOOL DIFFERENTIAL RATES							
ATHLETIC				CO-CURRICULAR			
BASEBALL	B	2,584	INTRAMURALS	B	964	DRAMATICS	2,584
BASKETBALL	B	3,875	INTRAMURALS	G	964	MATH TEAM COACH Middle	964
BASKETBALL	G	3,875	OUTDOOR TRACK	B	2,584	NEWSPAPER ADVISOR	2,349
BASKETBALL GRADE 6 COORDINATOR	B	964	OUTDOOR TRACK	G	2,584	OM BUILDING COORD	939
BASKETBALL GRADE 6 COORDINATOR	G	964	SOCCER	B	2,584	YEARBOOK ADVISOR	3,132
CHEERLEADING FALL	G	2,153	SOCCER	G	2,584	FLOAT	1,292
CHEERLEADING FALL ASST	G	1,292	SOFTBALL	G	2,584		
CHEERLEADING WINTER	G	2,584	SWIMMING	B	2,584		
CHEERLEADING WINTER ASST	G	1,550	SWIMMING ASST	B	1,550		
CROSS COUNTRY		1,723	SWIMMING	G	2,584		
CROSS COUNTRY ASST		1,033	SWIMMING ASST	G	1,550		
FIELD HOCKEY	G	2,584	TENNIS	B	1,292		
FOOTBALL	B	4,306	TENNIS	G	1,292		
INDOOR TRACK	B	2,153	WRESTLING	B	2,584		
INDOOR TRACK	G	2,153					
INDOOR TRACK ASST	B	1,292					
INDOOR TRACK ASST	G	1,292					

2009-10 ELEMENTARY AND MISCELLANEOUS DIFFERENTIAL RATES							
ELEMENTARY COORD		964				READ CONS (Grandfathered)	2,562
MATH TEAM CITY COORDINATOR		939					

*This is a list of differential rates only and is not meant to be confirmation of funding for all differentials.

APPENDIX C: DIFFERENTIAL SCHEDULE

2010-11 HIGH SCHOOL DIFFERENTIAL RATES							
ATHLETIC			CO-CURRICULAR				
DESCRIPTION	Boys/Girls'	10-11 Base	DESCRIPTION	Boys/Girls'	10-11 Base	DESCRIPTION	10-11 Base
BASEBALL	B	4,791	INTRAMURALS	B	983	ACADEMIC DECATHLON	2,396
BASEBALL ASST	B	2,875	INTRAMURALS	G	983	DEBATE	2,396
BASKETBALL	B	7,187	LACROSSE	B	4,791	DRAMATICS FALL/WINTER	4,791
BASKETBALL ASST	B	4,312	LACROSSE	G	4,791	DRAMATICS FALL/WINTER ASST	2,875
BASKETBALL	G	7,187	LACROSSE ASST	B	2,875	DRAMATICS SPRING	4,791
BASKETBALL ASST	G	4,312	LACROSSE ASST	G	2,875	DRAMATICS SPRING ASST	2,875
CHEERLEADING FALL	G	3,994	NORDIC SKI COACH DHS		3,195	FUTURE TEACHERS (DHS)	2,396
CHEERLEADING FALL ASST	G	2,396	OUTDOOR TRACK	B	4,791	FUTURE BUSINESS LEADERS (PHS)	2,396
CHEERLEADING WINTER	G	4,791	OUTDOOR TRACK ASST	B	2,875	JR CLASS ADVISOR	2,396
CHEERLEADING WINTER ASST	G	2,875	OUTDOOR TRACK	G	4,791	LITERARY MAGAZINE	2,396
CROSS COUNTRY	B	3,195	OUTDOOR TRACK ASST	G	2,875	MATH TEAM COACH HS	3,195
CROSS COUNTRY ASST	B	1,917	SOCCER	B	4,791	MATH TEAM COACH 9th GRADE	2,396
CROSS COUNTRY	G	3,195	SOCCER ASST	B	2,875	NEWSPAPER ADVISOR	3,195
CROSS COUNTRY ASST	G	1,917	SOCCER	G	4,791	PROJECT GRADUATION	2,396
FIELD HOCKEY	G	4,791	SOCCER ASST	G	2,875	SR CLASS ADVISOR	2,396
FIELD HOCKEY ASST	G	2,875	SOFTBALL	G	4,791	INTERNATIONAL CLUB (PHS)	2,396
FOOTBALL	B	7,987	SOFTBALL ASST	G	2,875	MOCK TRIAL (DHS)	2,396
FOOTBALL ASST	B	4,792	SWIMMING	B	4,791	YEARBOOK ADVISOR	3,994
GOLF		3,195	SWIMMING ASST	B	2,875	LEADERSHIP MENTOR	3,195
GOLF ASST		1,917	SWIMMING	G	4,791	LEADERSHIP COORDINATOR	2,396
ICE HOCKEY	B	4,791	SWIMMING ASST	G	2,875	MUSIC DIRECTOR BAND	4,791
ICE HOCKEY ASST	B	2,875	TENNIS	B	2,396	MUSIC DIRECTOR CHORAL	2,396
ICE HOCKEY	G	4,791	TENNIS	G	2,396	FLOAT	2,396
ICE HOCKEY ASST	G	2,875	TENNIS ASST		1,438		
INDOOR TRACK	B	3,994	WRESTLING	B	4,791		
INDOOR TRACK ASST	B	2,396	WRESTLING ASST	B	2,875		
INDOOR TRACK	G	3,994					
INDOOR TRACK ASST	G	2,396					

*This is a list of differential rates only and is not meant to be confirmation of funding for all differentials.

APPENDIX C: DIFFERENTIAL SCHEDULE

2010-11 MIDDLE SCHOOL DIFFERENTIAL RATES							
ATHLETIC				CO-CURRICULAR			
BASEBALL	B	2,635	INTRAMURALS	B	983	DRAMATICS	2,635
BASKETBALL	B	3,952	INTRAMURALS	G	983	MATH TEAM COACH Middle	983
BASKETBALL	G	3,952	OUTDOOR TRACK	B	2,635	NEWSPAPER ADVISOR	2,396
BASKETBALL GRADE 6 COORDINATOR	B	983	OUTDOOR TRACK	G	2,635	OM BUILDING COORD	958
BASKETBALL GRADE 6 COORDINATOR	G	983	SOCCER	B	2,635	YEARBOOK ADVISOR	3,195
CHEERLEADING FALL	G	2,196	SOCCER	G	2,635	FLOAT	1,318
CHEERLEADING FALL ASST	G	1,318	SOFTBALL	G	2,635		
CHEERLEADING WINTER	G	2,635	SWIMMING	B	2,635		
CHEERLEADING WINTER ASST	G	1,581	SWIMMING ASST	B	1,581		
CROSS COUNTRY		1,757	SWIMMING	G	2,635		
CROSS COUNTRY ASST		1,054	SWIMMING ASST	G	1,581		
FIELD HOCKEY	G	2,635	TENNIS	B	1,318		
FOOTBALL	B	4,393	TENNIS	G	1,318		
INDOOR TRACK	B	2,196	WRESTLING	B	2,635		
INDOOR TRACK	G	2,196					
INDOOR TRACK ASST	B	1,318					
INDOOR TRACK ASST	G	1,318					

2010-11 ELEMENTARY AND MISCELLANEOUS DIFFERENTIAL RATES					
ELEMENTARY COORD		983		READ CONS (Grandfathered)	2,613
MATH TEAM CITY COORDINATOR		958			

*This is a list of differential rates only and is not meant to be confirmation of funding for all differentials.

APPENDIX D: TEACHER LEADERSHIP SCHEDULE

2008-09 TEACHER LEADER RATES			
ACTIVITIES DIRECTOR	7,046	COORDINATOR of LIBRARIANS	2,349
CLUSTER COORDINATOR	7,831	DISTRICT MUSIC COORD	3,916
CLUSTER COORDINATOR PATHS	7,046	GOVERNANCE COMMITTEE	4,697
DIRECTOR OF GUIDANCE	7,046	THEATER MANAGER	3,916
BUILDING TECHNOLOGY COORD 1	1,241	MATH COORD ELEMENTARY LEVEL 2	2,349
BUILDING TECHNOLOGY COORD 2	1,793	MATH COORD ELEMENTARY LEVEL 3	3,132
BUILDING TECHNOLOGY COORD 3	2,347	MATH COORD ELEMENTARY LEVEL 4	3,916
BUILDING TECHNOLOGY COORD 4	2,900	MATH COORD MIDDLE SCHOOL	TBD
BUILDING TECHNOLOGY COORD 5	3,452	MENTOR LEVEL I	TBD
BUILDING TECHNOLOGY COORD 6	4,005	MENTOR LEVEL II	TBD
COORDINATOR of NURSES	3,132	MENTOR LEVEL III	TBD
COORDINATOR of SOCIAL WORKERS	3,132	MENTOR LEVEL IV	TBD

The following teacher leader scales have been created to support a new approach to strengthening the teacher role in leadership in the Portland Public Schools. The creation of new positions or the conversion of existing positions will be looked at with an intent to reward staff for stepping forward to accept and fulfill the full responsibilities for a job assignment rather than a stipend based on a specified number of hours or days.

Review Article 12, paragraph O. for contract language on Teacher Leadership.

	Level A	Level B	Level C
2006-07	3,291	8,228	10,532
2007-08	3,366	8,414	10,770
2008-11	3,399	8,498	10,878

APPENDIX D: TEACHER LEADERSHIP SCHEDULE

2009-10 TEACHER LEADER RATES			
ACTIVITIES DIRECTOR	7,187	COORDINATOR of LIBRARIANS	2,396
CLUSTER COORDINATOR	7,987	DISTRICT MUSIC COORD	3,994
CLUSTER COORDINATOR PATHS	7,187	GOVERNANCE COMMITTEE	4,791
DIRECTOR OF GUIDANCE	7,187	THEATER MANAGER	3,994
BUILDING TECHNOLOGY COORD 1	1,266	MATH COORD ELEMENTARY LEVEL 2	2,396
BUILDING TECHNOLOGY COORD 2	1,829	MATH COORD ELEMENTARY LEVEL 3	3,195
BUILDING TECHNOLOGY COORD 3	2,394	MATH COORD ELEMENTARY LEVEL 4	3,994
BUILDING TECHNOLOGY COORD 4	2,958	MATH COORD MIDDLE SCHOOL	TBD
BUILDING TECHNOLOGY COORD 5	3,521	MENTOR LEVEL I	TBD
BUILDING TECHNOLOGY COORD 6	4,085	MENTOR LEVEL II	TBD
COORDINATOR of NURSES	3,195	MENTOR LEVEL III	TBD
COORDINATOR of SOCIAL WORKERS	3,195	MENTOR LEVEL IV	TBD

The following teacher leader scales have been created to support a new approach to strengthening the teacher role in leadership in the Portland Public Schools. The creation of new positions or the conversion of existing positions will be looked at with an intent to reward staff for stepping forward to accept and fulfill the full responsibilities for a job assignment rather than a stipend based on a specified number of hours or days.

Review Article 12, paragraph O. for contract language on Teacher Leadership.

	Level A	Level B	Level C
2006-07	3,291	8,228	10,532
2007-08	3,366	8,414	10,770
2008-11	3,399	8,498	10,878

APPENDIX D: TEACHER LEADERSHIP SCHEDULE

2010-11 TEACHER LEADER RATES			
ACTIVITIES DIRECTOR	7,331	COORDINATOR of LIBRARIANS	2,444
CLUSTER COORDINATOR	8,147	DISTRICT MUSIC COORD	4,074
CLUSTER COORDINATOR PATHS	7,331	GOVERNANCE COMMITTEE	4,887
DIRECTOR OF GUIDANCE	7,331	THEATER MANAGER	4,074
BUILDING TECHNOLOGY COORD 1	1,291	MATH COORD ELEMENTARY LEVEL 2	2,444
BUILDING TECHNOLOGY COORD 2	1,866	MATH COORD ELEMENTARY LEVEL 3	3,259
BUILDING TECHNOLOGY COORD 3	2,442	MATH COORD ELEMENTARY LEVEL 4	4,074
BUILDING TECHNOLOGY COORD 4	3,017	MATH COORD MIDDLE SCHOOL	TBD
BUILDING TECHNOLOGY COORD 5	3,591	MENTOR LEVEL I	TBD
BUILDING TECHNOLOGY COORD 6	4,166	MENTOR LEVEL II	TBD
COORDINATOR of NURSES	3,259	MENTOR LEVEL III	TBD
COORDINATOR of SOCIAL WORKERS	3,259	MENTOR LEVEL IV	TBD

The following teacher leader scales have been created to support a new approach to strengthening the teacher role in leadership in the Portland Public Schools. The creation of new positions or the conversion of existing positions will be looked at with an intent to reward staff for stepping forward to accept and fulfill the full responsibilities for a job assignment rather than a stipend based on a specified number of hours or days.

Review Article 12, paragraph O. for contract language on Teacher Leadership.

	Level A	Level B	Level C
2006-07	3,291	8,228	10,532
2007-08	3,366	8,414	10,770
2008-11	3,399	8,498	10,878

Appendix E
Class Size

The parties recognize the desirability of reducing teacher-pupil ratio and class sizes in certain areas of instruction and further recognize that for many learning experiences, the following teacher-pupil ranges may be desirable and should not be exceeded.

Grade*	Range
K	18-25
1-2-3	18-27
4-6	20-30
7-12	15-30
Vocational Education	15-25

*Excluding physical education, team teaching, large group instruction, experimental programs, and special education classes.

The Association and Committee agree to study and discuss these areas in depth in an attempt to arrive at optimum teacher-pupil ratios for various learning experiences and teaching situations.

The issue of class size is understood by both parties to be a matter of educational policy, subject to change at the discretion of the Committee although subject to a meet and consult requirement. This Appendix does not constitute a contractual obligation on the part of the Committee and shall not be subject to the grievance procedure contained in this contract.

Appendix F Teacher Evaluation

The purpose of teacher evaluation is for professional growth and performance evaluation.

- i. Teachers shall be formally evaluated periodically by principals or persons designated by the Superintendent or her/his representative. All observations of the work of a teacher shall be conducted with full knowledge of the teacher. The Directors of Math and Reading may evaluate consultants in their respective areas. Athletic Directors may evaluate coaches, in their capacity as coaches.
- ii. An observation shall mean a procedure which includes (1) a pre-observation conference, (2) a classroom observation of at least one lesson, (3) a post-observation conference, and (4) a written observation report.

The pre-conference shall be mandatory for probationary teachers, and at the option of continuing contract teachers except when the most recent evaluation or observation was less than satisfactory. In such instance, the pre-conference shall be mandatory.

- iii. All observations shall be reduced to writing within ten (10) days and a copy given to the teacher. The teacher will sign the file copy indicating receipt thereof only. The teacher may submit a written statement, which shall be attached to the file copy.
- iv. Annual reports of teachers shall be in narrative and/or checklist form - that is, based upon classroom observations, specific events, episodes, or incidents whether favorable or unfavorable to the teachers, occurring during the evaluation period. Whenever a teacher is rated less than satisfactory on a checklist, a narrative shall be provided. Whenever practicable such reports shall include:
 1. Remarks regarding increased or decreased ability or performance of the teacher during the period since the previous report.
 2. Specific suggestions as to measures, which the teacher may take to improve her/his performance in areas where weaknesses have been indicated.
 3. The teacher shall be given a copy of any annual report(s) prepared by her/his evaluator(s) at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office or placed in the teacher's file without prior conference with the teacher. All items on checklist shall be completed or indicated as "unrated".
- v. There shall be at least three (3) observations and one (1) annual report each year for teachers during the probationary period.

- vi. The issue of teacher evaluation is understood by both parties to be a matter of educational policy, subject to change at the discretion of the Committee although subject to a meet and consult requirement. This Appendix does not constitute a contractual obligation on the part of the Committee and shall not be subject to the grievance procedure contained in this contract.

Appendix G
Elementary Planning

- A. The Committee and the Association are committed to provide individual and common planning time for teachers, and therefore:
1. As of September 1, 1994, a total of one hundred and fifty (150) minutes shall be provided for elementary teachers for planning time - free of teaching responsibilities. Time that teachers are relieved from their teaching responsibilities due to Art, Music, Physical Education or swimming instruction shall be in addition to the one hundred and fifty (150) minutes. One hundred and twenty (120) minutes per week of said planning time shall be attached to the teacher's lunch period. Thirty (30) additional minutes per week of said planning time shall be mutually scheduled between the school's principal and the affected teacher. In the event the planning time cannot be mutually scheduled, the issue shall be forwarded to the Director of Elementary/Secondary Education for a final determination.
 2. The Association and the Committee agree that teachers and administrators in each elementary school will work collaboratively throughout the school year to problem solve issues and concerns in order to assure successful elementary planning time. Building administrators are responsible for the administration of planning time and will submit the plan for the building to the Director of Elementary/Secondary Education and the President of the Portland Education Association no later than the end of the second week of school. Each elementary school will submit a proposal for providing 150 minutes of planning time, excluding art, music, physical education and swimming, in blocks of not less than one hour, and shall include the resources needed to implement it. These proposals shall be submitted to the Living Contract Committee for review and recommendation to the Superintendent. Alternatives when approved shall replace Subsection 1 above.
 3. During a two (2) week start up period, newly assigned planning time aides will shadow classroom teachers as needed. Full implementation scheduled planning time will begin by the end of the second week of school. Teachers involved in shadowing will be mutually scheduled for any missed planning time as soon as possible, but no later than the third Friday in October of the school year.
 4. The issue of planning period is understood by both parties to be a matter of educational policy and shall not be subject to the grievance procedure contained in this Agreement unless the grievance alleges that the immediate supervisor's and/or the Director of Elementary Education's decision was arbitrary and capricious, such as a reduction in the minutes as provided above.

Appendix H
PEA Conflict Resolution Request Form

DATE: _____

TO: Assistant Superintendent
Director of Human Resources

FROM: _____
Name Title

RE: Request for Conflict Resolution

Pursuant to Article 9 in the PEA Bargaining Agreement, I/We request conflict resolution.

Description of unresolved conflict:

Date Received by Assistant Superintendent/Director of Human Resources: _____

Decision:

Assistant Superintendent

Director of Human Resources

This conflict is resolved to the satisfaction of both parties.

Signature of Teacher

Date

Signature of Principal

Date

cc: PEA Grievance Chairperson

Appendix I
Portland Public Schools – Portland Education Association’s
GRIEVANCE FORM

LEVEL SUBMITTED:

Level I _____
Level II _____
Level III _____

Grievant’s Name: _____

Work Location: _____

Job Title: _____

Description of Alleged Contract Violation: _____

Contract Provision(s) Violated (Be Specific): _____

Date of Occurrence of Alleged Violation: _____

Remedy Sought: _____

Signature of Grievant or Association Representative

Date

Date Received by Administration: _____

Decision: _____

Signature of Administrator

Date

This grievance has been resolved to the satisfaction of both parties.

Signature of President of PEA

Date

Signature of Superintendent or his/her Designee

Date

