

PORTLAND PUBLIC SCHOOLS

MASTER AGREEMENT

between the
BOARD OF EDUCATION
and the
PORTLAND EDUCATION ASSOCIATION
2007 - 2010



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PROFESSIONAL AGREEMENT

BETWEEN THE PORTLAND BOARD OF EDUCATION

AND THE PORTLAND EDUCATION ASSOCIATION

THIS AGREEMENT is between the Board of Education of the Portland Public Schools District, Portland, Michigan, hereinafter called the "Board", and the Portland Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Portland is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the Parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I. RECOGNITION.

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 336 of Public Acts of 1947, as amended by Act 379 of Public Acts of 1965, for all professional personnel on tenure or probation; including classroom teachers, guidance counselors, librarians, speech therapists (certified or non certified), school psychologists, reading recovery program teachers and school nurses(provided such nurses meet or exceed the requirement of "standard school nurse" as provided in Section 623 of Act 269, of Public Acts of 1955); but excluding all other employees. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

While it is recognized that non-certified personnel are not covered by the Michigan Tenure Act, their probationary period shall be the same length as prescribed by the Act. Any personnel occupying positions that are not covered by the Michigan Tenure Act (i.e. school nurse, psychologists) who are certified as a teacher will not acquire tenure in position.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws.

ARTICLE II. BOARD RIGHTS.

- A. The Board, on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself without limitations all powers, rights, authorities, duties, and responsibilities; including those conferred upon and vested in it by the laws and Constitution of the State; including, but without limiting the generality of the foregoing the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment; or their dismissal, or their demotion, and to promote, and to transfer all such employees;
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and
 - 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees.
- B. The exercise of the foregoing powers, rights authority, duties, and responsibility by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE III. TEACHERS RIGHTS.

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection as a duly-elected body exercising governmental power under color of law of the State of Michigan. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 of the Public Acts of 1965; that it will not discriminate against any teacher with respect to hours, wages or any terms of conditions of employment by reason of the teacher's membership in the Association, participation in any lawful activities of the Association, or collective professional negotiations with the Board or institution of any grievance.
- B. The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employment Relations Committee or a mediator from such public agency.
- C. No teacher shall be disciplined, reprimanded or discharged without good and sufficient reason, nor in an arbitrary or capricious way, following the practice of progressive discipline which may include, but is not limited to, oral reprimand, written reprimand, docking of pay (excessive tardiness only), suspension with pay, suspension without pay, demotion or discharge; based on the severity of the offense.
- D. The Association and its members, with three (3) days written request and upon approval from the building Principal, have the right to use the school building facilities at all reasonable hours for meetings, except during regularly scheduled school class hours. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in teachers' lounges shall be made available to the Association and its members.
- E. The Association shall have available all records of the Board which are considered public documents in accordance with the Freedom of Information Act. Such records shall be available in accordance with the procedures adopted by the Board.
- F. It is recognized that the National and State affiliates of the Association from time to time hold meetings, conferences and conventions. Therefore, at the beginning of the contract, the Association shall be credited with a total of twenty-two (22) days to be used anytime during the length of the contract by Teachers who are officers or agents of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. Teacher per diem and substitute costs will be shared as follows:

Days	Teacher Per Diem	Substitute
1 - 4	Board	Association
5 & 6	Association	Board
7 - 10	Board	Association
11 & 12	Association	Board
13 - 16	Board	Association

ARTICLE IV. PROFESSIONAL COMPENSATION.

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- B. If a payday falls during a vacation, the checks will be mailed three (3) days prior to the payday to be cashed not before the date of the check.
- C. A teacher shall receive his/her pay in twenty-six (26) equal installments, unless by September 15 the teacher notifies the central office, in writing, that he/she wishes to receive twenty-one (21) equal installments of pay. Dates of pay installments, whether taken in twenty-six (26) or twenty-one (21) installments, shall be designated on the agreed upon school calendar or calendars which are a part of the Master Agreement.
- D. Teachers shall have the option of receiving any remaining portion of their annual salary at the end of the school year, provided that the teacher has notified the Central Office by April 1.
- E. In the event that State statute mandates more days than provided in Article VI, D (4) of this Agreement, teachers' salaries will be prorated based on the teacher's current salary step and level by degree, as set forth in Schedule A of this Agreement.

ARTICLE V. FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS.

- A. Each teacher shall, as a condition of employment, on or before thirty (30) days from the commencement of duties or the effective date of this contract, whichever is later shall:
 - 1. Join the Association, or
 - 2. Pay a nonmember's representation fee, established by the Union, which represents the teacher's pro rata share of the cost of contract negotiations and administration, grievance adjustment and employee representation, or
 - 3. Teachers whose religious convictions prohibit them from paying Association dues or a nonmember's representation fee, shall donate an amount equal to the combined NEA/MEA/PEA dues to the Portland Education Association Scholarship Fund.
- B. In the event that the teacher does not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477: MSA 17.277(7) and at the request of the Association, deduct the service fee from the teacher's salary and remit same to the Association.
- C. Payroll deductions made pursuant to this Article shall be made in twenty (20) consecutive pay periods. Monies so deducted shall be remitted to the Association, or its designee, no later than ten (10) days following deduction.

- D. On or before the first day of school the Association shall inform the Board, in writing, the amount and/or percent of FICA wages for NEA/MEA/PEA dues and the amount of the nonmember's representation fee.
- E. In the event of any legal action against the Board, because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel provided the Board gives full and complete cooperation to the Association and its counsel. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

The Board retains the right to hire, at its own expense, co counsel.

- F. A teacher may request, in writing, the deduction from salary and the remittance to the appropriate party of amounts of money for annuities, credit union, MEA insurance, savings bonds, charitable donations, or other plans or other plans or programs approved by the Association President and the Superintendent. The Board shall be held harmless for clerical errors or omissions in the implementation of this section.

ARTICLE VI. TEACHING HOURS.

- A. The Association agrees that the teachers shall set aside one (1) hour of one (1) day semi-monthly be spent on committee or staff work as assigned by the administration.

Teachers will attend all building meetings called by the Principal. If a meeting is to be longer than one (1) hour; the Principal will give the entire building staff three (3) days notice. The Association also agrees that teachers shall spend, without pay, three (3) evenings per school year at events such as parent-teacher conferences, open house and extracurricular events. These shall be designated by the building Principal by the first day of October. Unless designated by calendar negotiations or mutual agreement, no evening assignments shall be scheduled before Labor Day.

In addition, the Association agrees to encourage professional development of its members through attendance and assistance at such events as meetings of the Parent-Teacher Organizations.

- B. The teacher's normal workday shall begin twenty (20) minutes before the first scheduled class period and shall end ten (10) minutes after the last scheduled class period. Teachers shall be in their classrooms ten (10) minutes before the class period is scheduled to begin. Such time shall not be considered teaching or assigned time as referenced in Section E of this Article except at the elementary level. The last ten (10) minutes of the twenty (20) minutes before school time will be considered teaching or assigned time at the elementary level as reference in Section E of this Article.

Recognizing the inclusion of the above ten (10) minutes per day increases the elementary teaching and/or assigned time in Section E, each elementary teacher shall receive two (2) additional illness and disability days per contract year.

Teachers shall not be late for class, nor shall they leave class early unless there is an emergency or they are otherwise directed by the administration.

It will be considered an integral part of a teacher's contractual obligation to assist the administration with student supervision and control. Teachers, with the assistance of administrators, will be expected to assume an active supervisory role not only in their respective classrooms, but before and after school, hall monitoring and various other times during the school day, not reserved as duty-free time by this Agreement.

- C. The school shall not require teachers to work in excess of the above hours, except for those receiving compensation for extra pay in items as set forth in Schedule B.
- D. By March 15 of each year the Association and the Board shall each appoint a committee to meet and negotiate a calendar for the succeeding school year. Such calendar shall be subject to the ratification of the Association and Board. The Board shall retain its legal rights to set the opening date of school.

Any school calendar shall provide for:

- 1. A school year recognizing the professional responsibilities of teachers to students;
 - 2. A continuous and regularly scheduled inservice training sequence;
 - 3. Parent-teacher conferences at the convenience of the parent and teacher;
 - 4. Not more than one hundred eighty-two (182) student days and one hundred eighty-six (186) teacher days; and
 - 5. Established paydays as set forth in Article IV, Section C.
- E. The teacher's normal workday shall be continuous unless there is a mutual written agreement between the Superintendent, the Association, and the teacher entered into prior to the beginning of each school year.

Elementary teachers shall teach and/or be assigned at least twenty-five (25) hours and not more than twenty-seven (27) hours and thirty (30) minutes per week. Elementary teachers shall have at least three (3) hours and twenty (20) minutes of conference-classroom preparation time per week.

Secondary teachers shall teach and/or be assigned at least five (5) hours and not more than five (5) hours and twenty (20) minutes per day. Secondary teachers shall have at least one class period of no less than forty (40) minutes of conference-classroom preparation time per day.

All teachers shall have a duty-free, uninterrupted lunch period of no less than thirty (30) minutes. Elementary and special education teachers will not assume the duties of recess.

- F. Teachers covered by this Agreement shall not be obligated to teach classes in the Adult Education Program.
- G. Bargaining unit members may, by mutual written agreement, work more than the contracted teacher days designated in this article. The member will be compensated at the teacher's regular rate of pay for such additional time or, by mutual consent in writing before the additional time is worked, receive an equal amount of time off with pay, to be used within one calendar year of such time worked.

ARTICLE VII. TEACHING LOADS AND ASSIGNMENTS.

- A. The Board shall view the word "qualified" as used in this Master Agreement, to include certification by the State of Michigan in that subject area, meeting any other statutory requirements (i.e. No Child Left Behind - Highly Qualified Teacher), accreditation standards and having where appropriate:
 - 1. A major, minor or advanced degree in the subject area (i.e. Physical Education) for which the teacher is being considered.
 - 2. To the extent afforded by law, a teacher who has been recognized as "Highly Qualified" under the No Child Left Behind Act by Portland or another Michigan school district, shall be considered as being "Highly Qualified" in that core area for the duration on the teacher's employment.
- B. A teacher who accepts an assignment in Reading Recovery (defined as also including displacing a Reading Recovery Teacher under Article X), may not request a transfer out of the program or apply for a vacancy for a period of five (5) school years from the first day of work in the position.

ARTICLE VIII. TEACHING CONDITIONS.

- A. The parties recognize that the availability of optimum school facilities for both students and teacher is basic to providing the high quality of education desired by the community. Both the Association and Board acknowledge the particular responsibilities each share in fostering public understanding and support for adequate school facilities and equipment. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.
- B. Recognizing the importance of maintaining reasonable pupil-educator ratios in quality education, the Board shall, when economically feasible comply with the following class size guidelines:

Speech	- In accordance with State identification factors and maximums
Special Education - 20	

Pre K - 20
Kindergarten - 24
1st Grade - 27
2nd & 3rd Grade - 28
4th, 5th Grade - 30
6th Grade - 31
7th, 8th, 9th, 10th, 11th, & 12th - Student contacts in accordance with
North Central Association
Regulation RA23(D)

1. Whenever a teacher's class size is greater than above and/or a teacher recognizes that the needs of the students are not being adequately met because of class size, that teacher may, in lieu of initiating an action under the grievance procedure, request relief following the procedure described below:
 - a. The teacher shall communicate with his/her Principal the relief sought and attempt to resolve the matter. If following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the teacher shall place his/her request in writing.
 - b. The Principal shall attempt to resolve the stated concerns within five (5) working days after receipt of written request.

 2. In the event the proposed solution of the Principal is not satisfactory to the teacher, the teacher may request the Superintendent, in writing through the Principal, that a committee be established for a hearing. The Superintendent shall, within ten (10) working days convene a committee comprised of the following:
 - a. The requesting teacher.
 - b. The affected Principal.
 - c. A teacher designated by the Association.
 - d. A designee of the Superintendent.
 - e. A member of the Board of Education.
 - f. Two mutually acceptable persons.

 3. The committee shall review the facts of the situation and recommend a solution, including status quo, to the Superintendent. Within five (5) working days following receipt of the committee recommendation, the Superintendent shall implement the committee's decision.

 4. Nothing hereunder shall prevent any teacher, upon agreement of the teacher and Principal, from accepting additional students.
- C. The parties recognize that the current law requires that some students with physical, mental or learning disabilities be included in the regular school program. The parties further realize that these students place an additional responsibility on

the teachers involved. The administration will take these students, and any support services they receive, into consideration when making class assignments. These factors may result in unbalanced class sections within the above guidelines. Further the Board will provide support services such as counseling and in-service training for all teachers. In addition, teachers may request meetings with the special education teacher, principal or other support personnel as deemed necessary and may request an additional IEPC to be scheduled during the normal teaching day whenever possible.

- D. No teachers, as a part of their normal responsibilities, will be required to administer prescription drugs, to perform medical procedures or to perform procedures such as suctioning, catheterization, diapering, or the like.
- E. The Board agrees that each elementary building shall have a material center which shall be staffed at least five and one-half (5 1/2) hours per day, thirty (30) minutes of which shall be before the student day.
- F. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, computers, computer software, calculators and other new technology are the tools of the teaching profession. Every effort will be made to provide ample storage and filing equipment for each elementary classroom. A professional library will be provided in each building containing a variety of educational books and magazines.

The Board also recognizes its responsibilities to fund and will make every effort to fund the programs outlined in the Board adopted curriculum. Every five (5) years, upon the recommendation of the grade level or subject area staff, out-dated materials, including texts, shall be reviewed.

- G. Under no conditions shall a teacher be required to drive a school bus as part of the teacher's regular assignment.
- H. Where facilities are available the Board shall provide for the exclusive use of the staff:
 - 1. A lunchroom
 - 2. A rest room and lavatory
 - 3. A furnished faculty lounge
- I. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverage shall be installed at the request of the Association, the profits to be used for the existing Teachers' Funds. The Association shall assume all responsibility for maintaining and operating said machines.
- J. Parking facilities shall be made available to teachers for their use. Staff members are encouraged to use these facilities.
- K. A telephone, computer with internet access, and printer shall be made available to teachers in each classroom. Facsimile and copy machines shall be made available to teachers for school use.

Long distance calls for reasons other than school related business calls will be charged to the caller.

- L. Teachers will not be required to report to school when school is cancelled due to hazardous weather or interruption of service utilities. Teachers will be required to report, without additional compensation, on days which, by law, are rescheduled for students.

If the start of school is delayed due to hazardous weather or interruption of service utilities, the starting time for teachers will be adjusted accordingly. If students are sent home due to hazardous weather conditions or interruption of service utilities, teachers will be permitted to leave after the safety of students has been assured.

- M. The administration, with the assistance of the teachers, shall enforce the Board-adopted Student Discipline Code.
- N. Any teacher who attends an entire IEPC, Behavior Improvement Plan, Section 504, Child Study, and/or administratively scheduled subsequent meetings; with the prior approval of their administrator; that begins before or after the normal workday will be compensated at \$15 per meeting.
- O. Any teacher may request a copy of the Custodial Service Contract.

ARTICLE IX. VACANCIES AND PROMOTIONS.

- A. Whenever any permanent vacancy in any teaching or administrative position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and provide for appropriate posting in every school building, within ten (10) days of said Board action. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted at the earliest possible date, a minimum of five (5) days.

For the purpose of this Article the term days shall mean scheduled staff days except during the time between the end of one school year and the first staff day of the next school year when days will refer to days the Central Office is open.

Upon the written request of the Association, applicants for vacancies may be interviewed by staff members. An assessment of the applicant shall be put in writing and given to the administration.

- B. Any teacher possessing the certification and qualifications may apply for such vacancy within five (5) days of the posting of the notice. In filling such vacancies, the Board agrees to give due weight to the professional background, attainments, and service within the system of the applicants.
- C. The Board and the Association recognize the value of considering the interests and qualifications of teachers as well as the educational needs of students when teaching assignments are made. Requests by a teacher for a transfer to another teaching assignment or building, should a vacancy exist, shall be made in writing to the building Principal and be reviewed by the Superintendent.

- D. The Board shall furnish each teacher with a letter of intent to return, retire, or terminate employment on or before the 15th day of February of each year of this agreement. These letters shall be signed and returned by the teacher indicating the intended status for the ensuing school year, no later than the 28th day of February. Thereafter the Board may post notices in accordance with Section A of this Article. After the first day of June any teacher who fails to submit a letter of intent to return or who reverses the position previously taken in a letter of intent submitted to the Board may be subject to having that position posted as vacant and, if filled, be subject to unrequested transfer at the discretion of the administration.
- E. Since a promotion would result in placing a teacher in a supervisory position, and hence excluded from the terms of the Contract, the Board reserves the right to promote on the basis of its own judgment of qualifications and also to hire new employees for any opening or vacancy. A teacher who refuses such promotion shall not suffer any adverse treatment as the result of refusing said promotion.
- F. If any teacher is denied a position in the Portland Public School system, the Board or its representative must inform the teacher of such action in writing which will include an offer to meet with the teacher to discuss the rationale for such action.

ARTICLE X. LAY-OFF PROCEDURE.

- A. All new bargaining unit members shall be considered as probationary employees as prescribed by the Michigan Tenure Act. Credit allowed for teaching experience outside the district, for the purpose of reducing the probationary period under the Tenure Act, shall not be considered toward seniority within this bargaining unit.
- B. Seniority shall be based on the length of continuous service within this bargaining unit, beginning with the first day of work of their most recent employment.
 - 1. A teacher on an unpaid leave of absence or lay-off shall retain previously acquired seniority, but shall not accrue additional seniority. Such leaves or lay-offs shall not constitute an interruption of service.

A teacher who is transferred out of the bargaining unit, but remains within the district shall not accrue additional seniority and shall retain previously acquired seniority for a period of two years.
 - 2. A teacher who leaves the system thru retirement, resignation, discharge or the loss of recall rights shall lose all seniority.
 - 3. The Association shall be responsible for establishing a process to determine seniority schedule placement when multiple teachers have the same date of hire. It is agreed that the following procedure shall remain in effect during the term of this agreement. The Association shall hold the Board harmless in any dispute arising from this process to determine seniority schedule placement.

The Portland Education Association has selected the following process in determining a teachers place on the seniority list:

The low sum of the middle two digits of the last four digits of a teacher's social security number shall place the teacher at the top of the tied group on the seniority list, and so on.

If another tie occurs, the digit to the right of the middle two will be used. The lowest number will place the teacher at the top of the tied group.

If another tie occurs, the lowest digit to the left of the middle two digits will place the teacher at the top of the tied group.

If another tie occurs, then a one time drawing will take place to determine a teacher's position in the tied group.

4. The Board shall prepare a seniority list and transmit a copy of the same to the Association on or before September 15 of each year.
- C. The parties recognize that at times it may be economically necessary and educationally advisable for the Board to reduce the educational program, curriculum and staff. Should this occur the following procedure shall be followed:
1. The parties agree that every effort will be made to continue to employ more senior teachers at the time of layoff; provided they are fully certified and qualified to perform the instructional duties needed to maintain the program as determined by the school.
 2. The teacher in the affected area, with the least amount of seniority shall be laid off first, unless there is another complete assignment for which said teacher is qualified and which is held by a teacher who has less seniority.
 3. For purposes of lay-off any teacher who has gained tenure shall have seniority over any teacher on probation status, provided that the teacher is qualified for that complete assignment.
- D. In advance of any lay-off one (1) or more meetings shall be held between the administration and representatives of the Association to review any lay-off options.
- E. In the event of a vacancy or a new position, the teacher with the most seniority, who is qualified for that position, shall be recalled first.
1. It shall be the duty of each teacher on lay-off to notify the Board of a current mailing address.
 2. Notice of recall shall be sent by certified mail, with return receipt, to the last known address with a copy to the Association President.
 3. Failure to respond to the recall within fifteen (15) calendar days of mailing shall permit the Board to move to the next most senior and qualified teacher.

- F. The recall list shall be maintained by the Board for a period not to exceed two (2) years for probationary teachers and five(5) years for teachers who have completed the probationary period. The recall entitlement shall be measured from the effective date of the teacher's lay-off and the teacher will be recalled to the first vacancy for which the teacher is certified and qualified.
- G. The Board will provide Forty-five (45) calendar days advance notice of layoff or reduced assignment.

ARTICLE XI. LEAVES OF ABSENCE.

- A. Leaves With Pay. The following leaves shall be granted without the loss of wages for the reasons stated and within the limitations specified. It is believed that teachers will adhere to these reasons and limitations and will view any abuse of this leave as a violation of professional ethics.

Leaves must be taken at the time they apply and the qualified reason for the leave must occur during the regular school year. Teachers shall be required to notify the designated Board representative in the event of any illness as soon as possible, but at least forty-five (45) minutes prior to the beginning of school on the day of absence, unless circumstances make such notification impossible or unreasonable. Such notification shall include the nature of the illness and, if known, anticipated duration. Notification as specified above may be waived by the teacher's Principal, at the principal's discretion, upon receipt of a written statement concerning the reasons for failure to notify.

In order to be eligible for payment for the date of absence without notification to the Principal at the time hereinabove specified, it will be necessary for the teacher to file a written statement concerning the reasons for failure to notify. Based on these reasons, the Principal shall have the discretion to waive notification.

Immediate family shall be defined as parents, siblings, brother-in-law, sister-in-law, spouse, child, grandchild, or grandparents, and legal guardian of the teacher or the teacher's spouse or, at the Superintendent's discretion, any other person.

- 1. Illness and Disability. At the beginning of the school year each full-time teacher shall be credited with twelve (12) days (14 days for elementary teachers) of Leave. At the beginning of the school year, unused leave may be accumulated up to 12 days (14 days for elementary teachers) over the maximum of the number of teacher days in Article VI(D)(4). At the end of the school year, the accumulated unused sick leave may not be greater than the number of teacher days in Article VI(D)(4) See also Article VI Section B.
 - a. Personal Illness or Disability - The teacher may use all or any portion of their leave to recover from their own illness or disability, which shall include disability from childbirth or pregnancy.
 - b. Illness in the Immediate Family - The teacher may take up to (12) twelve days per year for illness to members of the

teacher's immediate family. If there are extenuating circumstances, the Superintendent shall have the authority to waive the limitations.

- c. Death of Relative or Friend - The teacher may take up to one (1) day for the obligation of a funeral of a relative or friend not specified in Article XI, Section A, providing those obligations involve a time when school is in session. A maximum of two (2) days per year may be taken for this reason. If extensive travel is necessary or there are extenuating circumstances, the Superintendent shall have the authority to waive the limitations.
- d. Sick Day Bank - Each teacher may voluntarily donate one (1) or more days of accumulated Sick Leave, at the beginning or end of the school year, to a Sick Day Bank which shall be used in the event of an illness by a teacher who has exhausted their sick leave accumulation. The bank shall be controlled solely by a committee composed of three (3) teachers and administrator, all of which are selected by the Association. The above committee shall determine who shall be eligible to draw from the bank and shall establish whatever rules, guidelines or procedures it deems necessary for the fair and equitable management of the bank. The committee and Association shall hold the Board harmless in any dispute which might occur as the result of any action by the committee and shall reimburse, from Association funds, any judgments or expenses, including attorney fees, resulting from any actions against the committee.

Days in the sick day bank shall accumulate to not more than one hundred-fifty (150) days and they shall not be returned to the donor, if unused.

At any time when there is a catastrophic illness of a teacher or other Portland Public School employee or the bank has been depleted to less than twenty-five (25) days, the Association may request that the Board allow teachers to make an additional contribution to the bank.

A teacher leaving the district may contribute, upon Departure, up to one-half (1/2) of their remaining sick Days to the sick day bank.

- e. Of the first six (6) days provided in Article XI A, Sections 1 and 2, any teachers who are absent six (6) days or less, may, at their option, be paid \$103.00 per unused day. (i.e. a teacher who had no absences would be paid six (6) times the \$103 daily rate). Such paid days will be deducted from accumulated sick leave.
 - f. A teacher eligible for benefits under the long term disability insurance may use sick leave to make up the difference between the employees normal full gross pay and the insurance benefit. A number of days, or parts thereof, will be deducted from the teacher's accumulated sick leave to equal the amount paid under this section.
2. Personal Use Days. Two (2) days per year of a teacher's accumulated sickdays may be used as personal leave. A teacher planning to use a personal day will give written

notification to the Superintendent at least three (3) working days in advance of the requested day. The Superintendent will forward a copy of the request to the building principal. The Superintendent may waive the above guidelines if circumstances warrant it. Personal use days may not be used for Association business or extending a vacation.

3. Other Leaves with Pay. The following reasons shall be grounds for granting teachers leave without the loss of pay and not charged against accumulated Illness and Disability Leave or Personal Business Leave and shall be subject to the limitations stated:
 - a. Jury Service - Absence when a teacher is called for jury service. The school will be paid any jury fees.
 - b. Court Appearances - Court appearances as a witness in any case involving the school system and when such appearance is at the request of the Board or its attorney, or when a teacher is subpoenaed to testify in any case, except as a witness for the Association. The school shall be paid any witness fees.
 - c. Educational Conference - Visitations at other schools or for attendance at educational conferences or conventions, including Association meetings with the prior approval of the Principal and Superintendent.
 - d. Selective Service Examination - Time necessary to take the selective service physical examination.
 - e. Active Military Duty - Any teacher who is called up for active duty, drafted for active duty or enlists for active duty shall be subject to the rights and responsibilities of the Uniformed Services Employment and Reemployment Rights Act of 1994.
 - f. Death of Immediate Family - Five (5) days for the death of a member of the teacher's immediate family as defined in Article XI, Section A.
 - g. Leaves will not be considered used on days when the teacher is absent and other teachers are not required to be in attendance.
 4. The administration shall have the right at any time to request medical verification of any and all alleged sickness, illness or disabilities lasting more than five (5) consecutive days. If it is determined by the Board that a teacher has misused any Illness or Disability Leave as provided in this Article, accumulated Illness and Disability leave up to a maximum of ten (10) days will be deducted.
- B. Unpaid Leaves. Any teacher who is not qualified for a Paid Leave under Section A of this Article may request an Unpaid Leave of Absence. Such Leaves shall be at the discretion of the Superintendent and may be granted for any reason, subject to the following limitations and requirements:
1. A written request must be received by the Superintendent not less than ninety (90) calendar days prior to the requested

commencement of the Leave. Waiver of this provision shall be at the sole discretion of the Superintendent.

2. All requests shall state the reason for the Leave, the benefit to the teacher and the school, the requested commencement date and the length of the Leave.
 3. Leaves shall be for no more than one (1) calendar year.
 4. Leaves may be extended, at the discretion of the Board, for no more than one (1) additional year. Requests for an extension of a school year leave must be filed with the Board no later than ninety (90) days prior to the end of the current school year; all other requests for an extension must be filed with the Board no later than ninety (90) days prior to the termination of the original leave.
 5. If a teacher disagrees with the decision of the Superintendent, the teacher may file a written grievance commencing at Level III.
 6. The Superintendent shall respond to requests under this section within a reasonable time.
- C. An unpaid leave of absence of up to twelve (12) weeks during any rolling twelve (12) month period shall be granted to any eligible teacher in accordance with the Family Medical Leave Act for any of the following purposes:
1. The birth or placement for adoption or foster care of a child from date of birth or placement;
 2. Because of a serious health condition of a teacher's spouse, child or parent;
 3. Because of the teacher's own serious health condition.

To be eligible for a leave of absence, the teacher must meet the eligibility requirements set forth in the Act and its regulations.

If the reason for the leave is foreseeable, the teacher must provide at least thirty (30) days advance notice of the leave. All other notice must be provided as soon as it becomes practical.

Where permitted by the Act, a teacher shall have the option to take leave on an intermittent or reduced schedule.

The District shall require a teacher to substitute personal leave and/or sick leave for FMLA unpaid leave.

The Board shall continue the payment of insurance premiums under Article XVII. If the teacher does not return at the expiration of the leave, the teacher shall reimburse the District for these costs, unless the Act provides otherwise.

The position of a teacher on a leave will be filled with a substitute. In general, the teacher will be returned to the same position (if available) or to an equivalent position (defined as being of equal pay unless the teacher is impacted by a layoff) if the employee returns within the total time afforded by the Act. If

the leave is of a greater duration than afforded under the Act, then the return will be governed by Article XI(D). The limitations found under Section 108 of the Act - "Special Rules Concerning Employees of Local Educational Agencies" - shall apply.

The Board reserves all rights granted to school districts under the Act including but not limited to, the right to require medical verification of illness, to require a certificate of fitness as a condition for the teacher's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the employees who are married.

This section shall be interpreted and administered consistent with the definitions contained in the ACT and its regulations.

- D. Return from Leaves. Teachers returning from an Unpaid Leave under this Article, provided they would not otherwise be on lay-off, shall be returned immediately to their former teaching assignment, except as noted below:
1. If the return is within one (1) month of the end of the semester, the teacher may be assigned, until the end of the semester, to another position for which qualifications and certification are met.
 2. If the duration of the Leave was longer than one (1) calendar year, the teacher shall be rehired in the first available position for which qualifications and certification are met.
 3. A teacher shall retain accumulated seniority, but shall not accrue additional seniority while on Leave.
 4. Teachers shall advance one-half (1/2) step on the salary schedule, as provided in Schedule A of this Agreement, for each full semester taught.
 5. If there is a question as to the teacher's ability to adequately perform the duties to which the teacher is normally assigned, upon returning from a medical related Leave, the physician who has regularly treated the teacher shall make the final and binding determination.
- D. Physical Examination. The Superintendent of schools, with written concurrence from the President of the Association, may request a teacher to submit to a physical examination. Such examination shall be conducted by a licensed physician chosen by the teacher. A copy of the physician's report shall be sent to the teacher. The cost of such examination shall be borne by the Board.

ARTICLE XII. SABBATICAL LEAVE POLICY.

- A. Sabbatical Leave of Absence may be granted to teachers of the school district upon the recommendation of the Principal to the Superintendent and upon the recommendation of the Superintendent to the Board.

The professional competence of the teacher and the general welfare and the advantage accruing to the school district shall be the general factors of consideration for approval of request for

Sabbatical Leave.

- B. The teacher must have completed seven (7) consecutive years of satisfactory service as a full-time employee with the district.
- C. One (1) teacher per year may be granted Sabbatical Leave for professional study.
- D. During said Sabbatical Leave, the teacher may receive one-half (1/2) the difference between the first step of the salary schedule and the salary schedule step the teacher would be on during said leave.
- E. Written application for Sabbatical Leave shall be submitted to the Office of the Superintendent of Schools prior to March 1.
- F. During the sabbatical year, the teacher shall remain on the salary schedule and participate in any other fringe benefits that may be provided by the Board.
- G. The Board shall, as a condition of granting approval to a teacher's request for a Sabbatical Leave, require the teacher to return to the Portland School System as a teacher for two (2) years.

ARTICLE XIII. RETIREMENT POLICY AND TERMINAL PAY.

- A. Mandatory retirement age as set by current State and Federal laws shall be applicable to this unit.
- B. A teacher who shall reach the mandatory retirement age during a school year shall be allowed to complete that school year.
- C. Full-time employees means contracted professional personnel and all ten (10) and twelve (12) month employees employed by the Portland Board of Education for the duration of this Agreement.
- D. Terminal pay shall be computed as follows:
 - 1. Ten to nineteen (10-19) years of service in this system equals one-third (1/3) of the teacher's unused accumulated Illness and Disability Leave, up to a maximum of one hundred, twenty (120) days, computed on an average of the teacher's five (5) highest years on schedule A pay. This benefit shall not be paid until July 1 of the next fiscal year.
 - 2. Twenty (20) or more years of service in this system equals one-half (1/2) of the teacher's unused accumulated Illness and Disability Leave, up to a maximum of one hundred, twenty (120) days, computed on an average of the teacher's five (5) highest years on schedule A pay. This benefit shall not be paid until July 1 of the next fiscal year.
 - 3. Upon retirement the teacher shall be entitled to one-half (1/2) of the teacher's unused accumulated Illness and Disability Leave, up to a maximum of one hundred, twenty (120) days, computed on the teacher's salary at the time of retirement. This benefit shall not be paid until July 1 of the next fiscal year.
- E. If a teacher should die while employed by the Portland Public

Schools for a minimum of ten (10) years, that teacher shall receive applicable benefits outlined in Section E above. Those benefits shall be paid to the teacher's estate.

ARTICLE XIV. EVALUATION.

- A. Tenure teachers shall be evaluated at least once every three (3) years.
- B. Probationary teachers shall be evaluated at least once every year and the evaluations shall be based upon the number of classroom observations required by law (at present at least two observations that the first and last of which are at least 60 calendar days apart). Observation reports will be issued by the administrator within thirty (30) calendar days of the observation and will include preliminary feedback.
- C. All teacher evaluations shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, electronic audio systems, or similar surveillance devices shall be prohibited.
- D. A pre-evaluation conference will be established to design goals and objectives to be considered in the evaluation. The parties agree that no student standardized test scores or standardized test results (i.e. M.E.A.P., ACT, Iowa) of any kind will be used to evaluate teachers.
- E. Evaluations shall be conducted by the administrator in any building to which the teacher is assigned or by any other person who is mutually agreed upon.
- F. Written evaluations will be prepared by the administrator and discussed with the teacher at a post observation conference which will be held no later than thirty (30) calendar days after the observation. Failure to meet the above timeline, will be interpreted to mean the teacher received a satisfactory evaluation. At the teacher's option, a written response may be attached.
- G. In subsequent reports, failure to note a specific deficiency shall be interpreted to mean that adequate improvement has taken place at the time of that evaluation.
- H. A copy of the written evaluation and response, if any, will be placed in the employee's file and a copy will be given to the teacher. Teachers will be given five (5) days advance notice before any material from their files is disseminated, except when required by a court or arbitrator. Any dissemination of the evaluation information shall be in accordance with applicable law.
- I. Using a form of the Superintendent's design, teachers may provide feedback on the professional performance of their building principal on an annual basis. The feedback forms shall be returned to the Superintendent and the building principal no later than two (2) weeks after the distribution of the forms. The Association President will be informed of the timelines/deadlines for the feedback process prior to the distribution of the forms.

ARTICLE XV. PROTECTION OF TEACHERS.

- A. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline, provided that the actions of the teacher are not in violation of the Student Discipline Code.
- B. Any case of physical, verbal, or written assault upon a teacher, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to proper law enforcement authorities. When allowed by law enforcement officials, teachers will be advised of threats involving them. Administrative decisions in these matters shall be communicated to the concerned teacher(s) as soon as practical.
- C. Where a teacher is sued in either case above, any teacher not otherwise covered by insurance, either through MEA or some independent insurance carrier, may apply to the Board for legal assistance. If the Board determines that the teacher has acted within the scope of a teacher's authority, the Board will provide legal counsel to the teacher to give advice of rights in the given incident, it being expressly understood that this advice shall not include trial preparation.
- D. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property.
- E. Loss-of-time Injury at School. Any injury which arises out of, or occurs in the course of, employment of a teacher shall be promptly reported to the building Principal. The teacher shall be supplied with the appropriate forms in the event a workmen's compensation claim is to be filed.

If a teacher is involved in an assault as mentioned above, and the Board determines that the teacher has acted within the scope of Board policy, the teacher will not suffer a loss of salary as a result of an injury incurred during the assault. In the event of an injury arising out of an assault which occurred because the teacher was not acting within the scope of Board policy, accumulated sick leave may be used. However, it is expressly understood that the teacher may be subject to disciplinary action by the Board if the situation warrants same.

- F. Any teacher shall be notified immediately of any complaint directed against said teacher and brought to an administrator or Board member. Violation of this Section shall not negate future disciplinary action on a valid complaint.
- G. The Board and the teachers agree to adhere to the provisions of Act 397 of the Public Acts of 1978, known as the "Employee-Right-To-Know" Act.

It is agreed that the teachers shall provide the administration, for inclusion in their personnel file, current teacher certification, transcripts of academic records and copies of transfer of tenure status. The Board shall see the personnel files

contain copies of annual contracts and teacher evaluation reports as specified in Article XIV (F).

ARTICLE XVI. GRIEVANCE PROCEDURE.

A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of, or failure to re-employ, any probationary teacher.
2. The termination of services of, or failure to re-employ, any teacher in a position on the extracurricular schedule.

If a tenure teacher is demoted or discharged in a matter covered by the Tenure Act, the teacher may elect to follow the procedures of either the grievance process or the Tenure Act, but not both. The teacher must be advised of rights under the Tenure Act.

B. The Association shall designate a representative and an alternate per building to handle grievances when requested by the grievant. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or their designated representative to act at Level Two as hereinafter described.

C. The terms "days" as used herein shall mean days in which school is in session. During the summer months when school is not in session, the term "days" shall mean Monday through Friday. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

D. A written grievance as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this Agreement alleged to have been violated and also the teacher's contention as to how the specific subsection has been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Any written grievance and responses to such grievance in Levels One, Two and Four shall be joint exhibit in any subsequent arbitration.

E. Level One. A teacher believing to have been wronged by an alleged violation of the express provisions of this Agreement shall meet

within ten (10) days of its alleged occurrence with the teacher's building Principal to discuss the matter, advising the principal that this is, in fact, a grievance. If no resolution is obtained, the teacher shall reduce the grievance to writing as specified in Section D of this Article, not sooner than three (3) days nor later than five (5) days after the discussion; and present it to the building Principal. The Principal shall make a written response within five (5) days. If the decision is unsatisfactory to the grievant, the grievant may proceed within ten (10) days to Level II.

Level Two. A copy of the written grievance shall be filed with the Superintendent or the Superintendent's designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or the Superintendent's designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or the Superintendent's designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Principal of the building in which the grievance arose; and place a copy of the same in a permanent file in the Superintendent's office.

Level Three. If the grievance is not resolved at Level Two, and the employee and the Association wish to pursue it further, it may move, at the option of the bargaining unit, directly to Level Four or invoke the Level Three Appeal Board proceedings.

Within ten (10) days of receipt of the Level Two answer, the grievant and the Association shall file notice with the Superintendent of Schools that they request an Appeals Board hearing. Such hearing shall be scheduled within fifteen (15) days.

The Appeals Board shall consist of the grievant and two representatives of the Association and the immediate Supervisor, the Superintendent and one (1) other representative of the employer.

The Appeals Board shall meet and attempt to resolve the matter at its first meeting. If mutually agreeable, a second meeting may be held within ten (10) days of the first meeting.

Level Four. If the decision at Level Two or Level Three is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting, not less than ten (10) days prior to the next regularly scheduled Board meeting.

The Board shall allow the teacher or the Association representative, an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon, or otherwise investigate the grievance; provided, however, that in no event except with express written consent of the Association, shall final

determination of the grievance be made by the Board more than one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building Principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

Level Five. In the event the decision at Level Four is unsatisfactory to the grievant and the Association the Association shall within fifteen (15) days have the right to appeal the dispute to an impartial arbitrator.

The Board and the Association shall attempt to select a mutually agreeable arbitrator. If such selection has not occurred within Thirty (30) days an Arbitrator shall be selected by the American Arbitration Association in accordance with their rules and procedures.

The fees and approved expenses of the Arbitrator will be paid equally by the parties, except that each party shall assume its own costs of representation including any expense of witnesses. The Arbitrator shall be empowered to decide disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association; nor shall the Arbitrator have the power to establish or change any salary schedules; nor shall he/she have the power to interpret any State or Federal laws, nor shall he/she have the power to order any monetary adjustment where the action complained of has caused no wage loss. However, the Arbitrator shall be empowered to reverse or sustain an unjust disciplinary action.

- F. Should a teacher fail to institute or appeal a decision within the time limits specified or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of the grievant's employment) shall be barred.
- G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.
- H. The chairman of the Association grievance committee shall have released time for the investigation of grievances, provided that advance arrangements are made with the building principal. All other preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher, or a participating Association representative, is to be at his/her assigned duty station.
- I. Grievance settlements or arbitration awards will not be made retroactive beyond the date of the occurrence of the event, upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed.

ARTICLE XVII. INSURANCE.

A. Extending for the term of the contract the Board shall provide, without cost to the bargaining unit member, MESSA-PAK Plan A (as discussed below) for a full twelve (12) month period for the bargaining unit member and entire family as defined by MESSA provided the family member is eligible for enrollment as part of the two party or full family premiums charged to the District.

PLAN A:

MESSA CHOICES II with 10/20 Drug Card effective March 1, 2008.
MESSA/Delta Dental Plan
3 routine cleanings
80/80/80: \$2,000 - Class 1,2, & 3
80: Class 4 \$3,000 Lifetime maximum
Negotiated Life \$30,000 AD&D
Vision VSP-3
Long Term Disability - 90 Day Modified Fill
66 2/3% of max eligible salary
Maximum monthly benefit \$3000
Max eligible monthly salary \$4500
90 Calendar days
Modified fill
LTD Class code
Professional staff
COLA Yes
Mental/Nervous same as illness
Alcohol/Drug same as illness
5% Minimum payout
Pre-existing limits waived
Family Social Security Offset

B. Bargaining unit members not electing MESSA-PAK Plan A will select MESSA-PAK Plan B (as discussed below).

PLAN B:

MESSA/Delta Dental Plan
3 routine cleanings
80/80/80: \$2,000 - Class 1,2, & 3
80: Class 4 \$3,000 Lifetime maximum
Vision VSP-3Plus
Negotiated Life \$35,000 AD&D
Long Term Disability - 90 Day Modified Fill (same as PLAN A)
The difference between \$245 per month and the premium for Plan B will be paid in cash or contributed to the Section 125 Cafeteria plan described in Section G.

Bargaining unit members not electing Portland Public Schools MESSA-PAK Plan A and already having MESSA Vision 3 coverage or its equivalent, may elect MESSA-PAK Plan C (as discussed below).

PLAN C:

MESSA/Delta Dental Plan

3 routine cleanings

50/50/50: \$2,000 - Class 1, 2, & 3

50: Class 4 \$3,000 Lifetime maximum

Negotiated Life \$35,000 AD&D

Long Term Disability - 90 Day Modified Fill (same as PLAN A)

The difference between \$245 per month and the premium for Plan C will be paid in cash or contributed to the Section 125

Cafeteria plan described in Section G.

- C. If any teacher or spouse covered under the insurance program shall attain the age of sixty-five (65), the teacher shall make application for Medicare coverage under Parts A and B. The Board agrees to maintain the coordinated MESSA Health Care program as long as the teacher is a part of this bargaining unit. The Medicare Part B premiums may be paid with Section 125 Cafeteria Plan cash as described in Section G.
- D. The Association agrees that the Board shall be held harmless in the event that MESSA, or its funding carrier, shall become insolvent or for any reason deny the payment of a claim.
- E. Any teacher may, at the teacher's own expense, apply for any MESSA or MEAFS non-taxable options or any tax-deferred annuities; and the Board agrees to deduct the appropriate premium through a salary reduction agreement and remit the same to the carrier.
- F. The Board agrees to furnish the contributions as provided in the above sections of this Article for the duration of this Agreement, subject to the following exceptions and provisions:
1. If a teacher terminates employment prior to completing his/her contract obligations, or is discharged, contributions to the plan shall cease on the date of termination.

If a teacher has completed contractual obligations, or dies, contributions shall continue until August 31 of the year of the teacher's termination.
 2. If a teacher is on leave without Pay, the teacher may increase their own contributions to the plan.
 3. When a teacher is hired prior to the opening of school, the Board shall be responsible for all insurance contributions as of the first contractual day of school.
 4. The contributions provided in this Article shall be terminated during the course of any strike, work stoppage, boycott, or other withholding of services against the Board.
 5. The Board shall be responsible for providing plan documents, including insurance information and applications concerning the insurance protection provided under this plan.
 6. Teachers with less than a full-time teaching assignment shall be entitled to participate in the plan provided in this Article, however, the Board's contribution shall be on a pro-rata basis.

- G. The Board shall adopt an "EMPLOYEE BENEFITS CAFETERIA PLAN" in compliance with Section 125 of the Internal Revenue Code. The operation of that plan shall be governed by a benefit and procedures document. This document and any amendments thereto shall be approved by the Board and the Association

The plan shall provide the following benefits which can be selected by the employee; a medical reimbursement account, dependent care account or cash. The cash may be taken directly or may be used for the following:

- To purchase insurance options offered by MESSA.
- To purchase annuities through a salary reduction agreement.
- To pay for Medicare Part B premiums.

In addition an employee may elect to contribute to the plan, through payroll deduction, an additional amount to be used for the purchase of taxable and non-taxable benefits provided under the plan.

The employer will be responsible for the administrative costs connected with this plan.

ARTICLE XVIII. MISCELLANEOUS PROVISIONS.

- A. The Association President and Building Representatives shall be provided with copies of Board meeting agendas, in advance of each meeting, and Board meeting minutes. The Association shall be notified in writing when a Special Board meeting has been called.
- B. The Association will use its best efforts to correct breaches of professional behavior by any teacher. The Board reserves to itself the right to also deal with all ethical problems or any conduct unbecoming a professional in the school system.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement or any subsequent Agreement covering the same period as the individual teacher contracts.
- D. Copies of this Agreement shall be printed at the mutual expense of the Board and the Association and shall be presented to all teachers now employed or hereinafter employed by the Board.
- E. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Individual contracts must be presented to the teacher not later than four (4) weeks after ratification by both parties.
- G. Continuity of Professional Service. The Association recognizes that strikes, as defined by Section 1 of Public Acts 336 of 1947 of

Michigan as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

- H. Teachers are encouraged to use the Board adopted Student Assistance Policy (SAP) in seeking help for students with problems.
- I. Special conferences for important matters will be arranged between the Association President and the Board, or its designated representative, upon the request of either party. Such meetings shall be between three (3) representatives of the Association and three (3) representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested; such request shall also set forth the estimated length of the conference. Matters taken up at the conference shall be confined to those included on the agenda. Conferences shall be held at a mutually agreeable time and shall not conflict with assigned responsibilities. The meeting may be attended by a representative of the Michigan Education Association or the Michigan Association of School Boards. A brief resume of the meeting shall be prepared and signed by representatives of the Board and the Association.
- J. The Board shall provide protective wearing apparel for those teachers teaching in specialized areas where the safety of the teacher or the protection of clothing warrants such items.
- K. Teachers who are required by assignment to use personal automobiles to travel between buildings will be reimbursed at the then current maximum business rate authorized by the Internal Revenue Service for mileage reimbursement without reporting. Reimbursement for said mileage, will be paid at the end of each semester.

Tardiness or absence of teachers due to mechanical failure of personal automobiles while in transit between buildings shall not be a basis for teacher discipline, or loss of professional compensation or benefits.

ARTICLE XIX. NEGOTIATION PROCEDURES.

- A. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and Portland Education Association; but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- B. If the parties fail to reach agreement in any such negotiations,

either party may invoke the mediation machinery of the Michigan Employment Relations Committee.

- C. It is expressly understood that in the event agreement is not reached on items renegotiated pursuant to this Article, the Board shall continue payment and obligations herein specified until final agreement is reached by the parties amending the terms of this Agreement.

ARTICLE XX - SCHOOL IMPROVEMENT TEAMS AND PLANS

A. The following will govern all School Improvement Teams and Plans:

- 1. Except where authorized by law, no provision of a School Improvement plan shall be in conflict with or interpreted to supersede the terms of the collective bargaining agreement between the parties.
- 2. The collective bargaining agreement shall not be modified either formally or informally in connection with the implementation of activities cited above except as mutually agreed in writing by the Board and the Association. Any waiver shall be subject to the ratification procedures of the parties and distributed to all bargaining unit members. Dispute over the interpretation or application of a waiver is subject to the established grievance procedure.

B. Participation on a School Improvement team, shall be voluntary. The participation or lack of participation of an individual bargaining unit member shall not be considered to have merit in the Board's decision regarding the evaluation, assignment, (including extra duty, conference attendance, etc.) promotion, discipline or discharge of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personnel file. Further, any bargaining unit member will not be affected by such activities in any manner that is contrary to established practice(s) or any term or provision of the Master Agreement except as mutually agreed in writing by the Board and the Association.

C. If School Improvement Team meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay to attend the meetings.

ARTICLE XXI. TEACHING MENTORS.

A. The Board and Association recognize that Public Act 335 of 1993 provided that for the first three (3) years of employment in classroom teaching a teacher shall be assigned a master teacher who shall act as a mentor to the teacher. The parties shall be bound by the mandates of this act or its amendments.

B. The Board and Association agree to the following implementation of the mandates set forth above:

- 1. The administrator of the school in which the beginning teacher is teaching shall be responsible for assigning a mentor to the teacher.

2. The role of serving as a mentor for beginning teachers shall first be offered to a member of the Association.
3. The role of serving as a mentor for beginning teachers shall be voluntary on the part of the teachers.
4. The mentor's role is to offer advise, information and assistance in a collegial fashion to the beginning teacher.
5. Mentors may be offered training upon approval of their building principal.
6. A beginning teacher may have multiple mentors.
7. Beginning teachers should be matched with mentors by location, and with similar experience in teaching of subject area(s) and grade level(s) as the beginning teacher's assignment.
8. A mutual conference or planning period will be scheduled, when practical, between the mentor and beginning teacher.
9. Release time for peer coaching by the mentor may be arranged upon approval of the building principal.
10. A mentor has no supervisory role nor provides any input in the evaluation of the beginning teacher.
11. Fulfilling the role of a mentor will have no bearing on the evaluation of the teacher.
12. Neither the mentor or beginning teacher shall be required to participate in any internal, district disciplinary process involving the other party.
13. The mentor relationship may be terminated at any time, by either or both parties, provided that the building principal

ARTICLE XXII. USE OF THE INTERNET

- A. The parties recognize that the Internet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related and Association endeavors.
- B. The parties recognize that the Board has adopted a Technological Access to Information (Acceptable Use) Policy. It is recognized that policy shall not supersede the provisions of this Agreement.
- C. The Technology Committee established by the Board Policy on Technical Access to Information, above, will periodically review that Policy and may make recommendations for change to the Board.

ARTICLE XXIII. ESEA "NO CHILD LEFT BEHIND ACT"

- A. Should a school within the district be identified as failing to make adequate early progress (AYP) under ESEA and is therefore required to establish a "School Plan Revision Team" the school staff representation shall be determined by a Special Conference under this Agreement.

1. It is recognized that no School Improvement Plan shall address issues of wages, hours, or terms of employment or matters established by statute such as the Public Employment Relations Act, the Michigan Teacher Tenure Act or this Contract.
2. Any participation on a School Plan Revision Team shall be voluntary. The participation or lack of participation of a teacher shall not be noted or considered in the Board's employment decisions.
3. Teachers participating in School Plan Revision Team activities, including training and scheduled Committee meetings, will be compensated per administratively assigned time in Schedule B if outside the normal workday. If Committee meetings are scheduled during a teacher's normal workday, the teacher shall be released from duties without loss of time or pay.

APPENDIX A SCHEDULE A. SALARY SCHEDULE.

The following footnotes shall apply to Schedule A for each year of this Agreement:

1. Teachers shall be entitled to longevity pay based upon their years of continuous service in Portland Public Schools within the bargaining unit from the last date of hire. Periods of layoff or unpaid leave shall not constitute a break in continuous service but such time will not be counted for purposes of longevity pay. The following rates shall apply to the top step of their applicable degree:

More than 14 years	3%
More than 19 years	6%
More than 24 years	9%
More than 29 years	12%
More than 34 years	15%

2. The salary Schedules include an annual advanced education stipend as follows:

MA+18	\$750.00
MA+30	\$1,250.00
MA+45	\$1,500.00
PHD	\$2,000.00

A. Usage and Value of SB-Continuing Education Units (CEU's)

1. 3 SB-CEUs = 1 Semester hour of graduate credit
2. Any combination of SB-CEUs and semester hours of graduate credit may be used when calculating an individuals degree status for the purpose of placement on the salary Schedule A.
3. We agree that 30 graduate semester hours of credit will equate a Master's Degree. Therefore, a total of 90 SB-CEUs or any combination of graduate semester hours

and SB-CEUs that would equate to 30 graduate semester hours would equate to a Master's Degree for the purpose of advancement on salary Schedule A.

4. As has been the past practice, the district will pay registration, salary and substitute costs for professional development activities for staff regardless of whether or not the individual earns SB-CEUs by attending.
 5. Individuals will be responsible for any fees charged by the sponsoring agency solely for the purpose of granting the SB-CEUs. The district, itself, will not assess any such fee's for workshops put on by the district. Some agencies do charge a nominal fee for such services.
 6. As per Michigan Department of Education rules and regulations, SB-CEUs are granted on the basis of ten (10) hours of contact time equaling one (1) SB-CEU.
 7. Most one day workshops entail six (6) hours of contact time. Therefore, 0.6 of a SB-CEU is granted for full participation. A full SB-CEU could only be offered for one day workshops that encompass ten (10) full hours of contact time. This would have to include an all day and evening type of workshop schedule.
 8. Presenters will continue to be paid as have been the district's past practice. However, as per Michigan Department of Education rules and regulations, presenters do not earn SB-CEUs.
 9. The district will continue to pay stipends for participants in certain workshops and professional development activities and grant SB-CEUs for those who qualify.
 10. Portland Public Schools has been approved by the State of Michigan to offer SB-CEU activities. There is at least a 30 day period needed to get approval for such activities.
 11. All professional staff may earn SB-CEUs during their normal workday for attending SB-CEU seminars/workshops or activities. SB-CEUs are not granted to presenters.
 12. All SB-CEUs and workshops requests will still be handled following normal building professional development Procedures.
3. The Board shall pay the teachers retirement contribution in accordance with Public Act 244, Public Acts of 1974.
 4. The Board shall pay tuition for six (6) semester hours per contract year, beyond those needed to obtain a professional certificate, provided the classes are completed during the contract year and are education/instructionally oriented. Upon completion of a Master's Degree, the Board shall pay tuition for three (3) semester hours per contract year.

The courses must be taken through a State of Michigan public university in the university's education department program or the teacher's education major or minor areas.

The courses must have the prior approval of the Superintendent or a Central Office designee.

The teacher must receive at least a 3.0 grade (on a 4 point grading system).

Teachers hired after December 1, 2007, will be eligible for 50% of the above reimbursement.

5. Nurse classification shall receive sixty (60%) percent of the application B.A. step.

**SCHEDULE A
2007-2008**

Step	BA Index	BA Salary	BA+18 Index	BA+18 Salary	MA Index	MA Salary
1	1.00	33,939.63	1.04	35,297.22	1.09	36,994.20
2	1.05	35,636.61	1.08	36,654.80	1.14	38,691.18
3	1.10	37,333.59	1.13	38,351.78	1.19	40,388.16
4	1.15	39,030.58	1.18	40,048.76	1.24	42,085.14
5	1.20	40,727.56	1.23	41,745.75	1.29	43,782.12
6	1.25	42,424.54	1.28	43,442.73	1.34	45,479.11
7	1.30	44,121.52	1.33	45,139.71	1.39	47,176.09
8			1.39	47,176.09	1.45	49,212.46
9			1.45	49,212.46	1.51	51,248.84
10			1.51	51,248.84	1.57	53,285.22
11	1.42	48,194.28	1.65	56,000.39	1.66	56,339.79
12					1.77	60,073.15

15 Years with Longevity	3%	57,680.40	61,875.34
20 Years with Longevity	6%	59,360.41	63,677.54
25 Years with Longevity	9%	61,040.43	65,479.73
30 Years with Longevity	12%	62,720.44	67,281.92
35 Years with Longevity	15%		69,084.12

Step	MA+18 Salary	MA+30 Salary	MA+45 Salary	PhD Salary
1	37,744.20	38,244.20	38,494.20	38,994.20
2	39,441.18	39,941.18	40,191.18	40,691.18
3	41,138.16	41,638.16	41,888.16	42,388.16
4	42,835.14	43,335.14	43,585.14	44,085.14
5	44,532.12	45,032.12	45,282.12	45,782.12
6	46,229.11	46,729.11	46,979.11	47,479.11
7	47,926.09	48,426.09	48,676.09	49,176.09
8	49,962.46	50,462.46	50,712.46	51,212.46
9	51,998.84	52,498.84	52,748.84	53,248.84
10	54,035.22	54,535.22	54,785.22	55,285.22
11	57,089.79	57,589.79	57,839.79	58,339.79
12	60,823.15	61,323.15	61,573.15	62,073.15

15 Years with Longevity	3%	62,625.34	63,125.34	63,375.34	63,875.34
20 Years with Longevity	6%	64,427.54	64,927.54	65,177.54	65,677.54
25 Years with Longevity	9%	66,229.73	66,729.73	66,979.73	67,479.73
30 Years with Longevity	12%	68,031.92	68,531.92	68,781.92	69,281.92
35 Years with Longevity	15%	69,834.12	70,334.12	70,584.12	71,084.12

NOTE: Salary figures based on a 1% improvement on the base effective July 1, 2007 and an additional 1% improvement on the base effective Second Semester of 2007-2008.

**SCHEDULE A
2008-2009**

Step	BA Index	BA Salary	BA+18 Index	BA+18 Salary	MA Index	MA Salary
1	1.00	34,788.96	1.04	36,180.51	1.09	37,919.96
2	1.05	36,528.40	1.08	37,572.07	1.14	39,659.41
3	1.10	38,267.85	1.13	39,311.52	1.19	41,398.86
4	1.15	40,007.30	1.18	41,050.97	1.24	43,138.31
5	1.20	41,746.75	1.23	42,790.42	1.29	44,877.75
6	1.25	43,486.20	1.28	44,529.86	1.34	46,617.20
7	1.30	45,225.64	1.33	46,269.31	1.39	48,356.65
8			1.39	48,356.65	1.45	50,443.99
9			1.45	50,443.99	1.51	52,531.32
10			1.51	52,531.32	1.57	54,618.66
11	1.42	49,400.32	1.65	57,401.78	1.66	57,749.67
12					1.77	61,576.45

15 Years with Longevity	3%	59,123.83	63,423.75
20 Years with Longevity	6%	60,845.88	65,271.04
25 Years with Longevity	9%	62,567.94	67,118.33
30 Years with Longevity	12%	64,289.99	68,965.63
35 Years with Longevity	15%		70,812.92

Step	MA+18 Salary	MA+30 Salary	MA+45 Salary	PhD Salary
1	38,669.96	39,169.96	39,419.96	39,919.96
2	40,409.41	40,909.41	41,159.41	41,659.41
3	42,148.86	42,648.86	42,898.86	43,398.86
4	43,888.31	44,388.31	44,638.31	45,138.31
5	45,627.75	46,127.75	46,377.75	46,877.75
6	47,367.20	47,867.20	48,117.20	48,617.20
7	49,106.65	49,606.65	49,856.65	50,356.65
8	51,193.99	51,693.99	51,943.99	52,443.99
9	53,281.32	53,781.32	54,031.32	54,531.32
10	55,368.66	55,868.66	56,118.66	56,618.66
11	58,499.67	58,999.67	59,249.67	59,749.67
12	62,326.45	62,826.45	63,076.45	63,576.45

15 Years with Longevity	3%	64,196.25	64,711.25	64,968.75	65,483.75
20 Years with Longevity	6%	66,066.04	66,596.04	66,861.04	67,391.04
25 Years with Longevity	9%	67,935.83	68,480.83	68,753.33	69,298.33
30 Years with Longevity	12%	69,805.63	70,365.63	70,645.63	71,205.63
35 Years with Longevity	15%	71,675.42	72,250.42	72,537.92	73,112.92

NOTE: Salary based on the 2006-2007 base improved by 2% for 2007-2008 then that figure is improved by 2% for 2008-2009.

SCHEDULE A
2009-2010

NOTE: Salary will be based on a 1.75% improvement on the 2008-2009 base. If the MESSA PAK rates on July 1, 2009 increase by more than 5% above the rates as of July 1, 2008, the 1.75% increase will be reduced by 1% to a .75% increase. (See Letter of Agreement RE: 2009-2010 SALARY SCHEDULE).

APPENDIX B
SCHEDULE B - EXTRACURRICULAR ACTIVITIES SCHEDULE

- A. All extracurricular activities shall be offered at the discretion of the Board.

Except in the case of an emergency, a special conference shall be held to negotiate the compensation of any new Schedule B position before the position is posted.

- B. The district will pay the registration fees for one clinic or conference per year for each Schedule B position. The conference will be selected through mutual agreement between the Extracurricular Activities Coordinator and the coach or activity sponsor.

- C. Selection of individuals to fill extra-duty assignments shall be the responsibility of the Board, subject to the following provisions:

1. Qualifications of applicants for athletic activities shall be determined by the Extracurricular Activities Coordinator and Principal, and in the case of non-athletic activities, by the Principal
2. Whenever there is a vacant or newly created Schedule B position such vacancies, including qualifications, shall be posted in every school building and a copy sent to the President of the Association and e-mailed to all teachers, one time, to their district mailbox. Except in the case of an emergency, such vacancies shall be posted a minimum of five (5) days before being filled.

The term days as used in this section shall mean scheduled staff days except during the time between the end of one school year and the first staff day of the next school year.

3. If two or more individuals shall meet the qualifications, preference shall be given to a staff member.
4. If two or more staff members shall meet the qualifications, preference shall be given to a member of the staff in the school in which the activity is to be conducted.
5. The rate of compensation shall be the applicable percentage from the following pages, applied to the appropriate base listed below. Step level shall be determined by the number of actual years of experience in that activity in this system. Previous coaching experience may be considered for head coaching positions.

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Step 1	29,966.84	30,341.43	30,720.69
Step 2	32,713.57	33,122.49	33,536.52
Step 3	35,465.05	35,908.36	36,357.22
Step 4	39,588.28	40,083.14	40,584.18
Step 5	43,437.51	43,980.48	44,530.24
Step 6	47,346.90	47,938.74	48,537.97

D. The Board shall provide each coach/advisor with an intent form not later than April 1 of each year. The coach/advisor shall indicate an intent to return, resign, or retire from the activity for the following school year. The form shall be returned to the Extracurricular Activities Coordinator no later than May 1 of each year. If the coach/advisor indicates a resignation or retirement or the form is not returned timely, the position may be posted as vacant.

E. The provisions of Article XV, Protection of Teachers, shall be extended to all extracurricular activities and positions. Additionally, the following provisions shall apply:

1. References to Board policies shall include the Extracurricular Activities Code and Handbook.
2. Application of Section F shall include at least a twenty-four (24) hour "cooling off period" before a meeting is held regarding the complaint. At the request of the coach/advisor, the Extracurricular Activities Coordinator shall be present at the meeting.
3. Application of Section G shall include a criminal background check for all coach/advisors who are not currently employed by the Portland Public Schools.

F. Longevity Pay for Schedule B.

Individuals who are employed in Schedule B positions, except Administratively or Technology Assign Time, shall be eligible provided:

1. They have worked in one or more Schedule B positions for the Portland Schools for the required number of years.
2. That the term "years" shall mean the full time required of the activity.
3. The years do not need to be consecutive.
4. Partial time requirements may not be combined to make a year.
5. The maximum number of credit years that can be earned during a contract year is one (1).

Extra-duty work is defined as being paid by Portland Schools System for extracurricular service.

10 Years of Service ----- \$100

15 Years of Service	-----	\$200
20 Years of Service	-----	\$300
25 Years of Service	-----	\$400

ACTIVITY	PERCENTAGE OF BASE	
Band, H.S.	11%	*
Band, M.S.	6%	
Majorette & Flag Corp.	2%	
Choir, H.S.	3%	
Choir, M.S.	2%	
Class Sponsor, 12th Grade	4%	
Class Sponsor, 11th Grade	4%	
Class Sponsor, 10th Grade	2%	
Class Sponsor, 9th Grade	2%	
Department/Grade Level Chair	3%	
Auditorium Coordinator	7%	
Play Director, H.S. (Per Play)	7%	
Play Director, H.S. Ass't. (25 or more/per play)	4%	***
Play Director, M.S. (per play)	3%	
Student Council, H.S.	4%	
Student Council, M.S.	3%	
Yearbook, H.S.	7%	
Debate	3%	
Forensics	3%	
National Honor Society	3%	
Quiz Bowl	7%	
Varsity Club	4%	
Weight Room Coordinator (per season)	5%	
Baseball, Varsity	8%	
Baseball, J.V.	6%	
Baseball, Freshman	5%	
Basketball, Varsity (Boys or Girls)	11%	
Basketball, J.V. (Boys or Girls)	8%	
Basketball, Freshman (Boys or Girls)	7%	
Basketball, 7th or 8th (Boys or Girls)	5%	
Basketball, 7th or 8th (Boys or Girls) Ass't. Coach (25 or more per activity/level)	4%	***
Bowling, Varsity (Boys or Girls)	7%	
Cheerleading, Varsity - Fall	8%	
Cheerleading, Varsity - Winter	8%	
Cheerleading, J.V. - Fall	5%	
Cheerleading, J.V. - Winter	5%	
Cheerleading, Freshman (per season)	5%	
Cheerleading, 8 th (per season)	4%	
Cheerleading, 7 th (per season)	4%	
Cross Country, (Boys or Girls)	8%	
Cross Country Asst. Coach (25 OR MORE PER TEAM)	5%	***

Cross Country, M.S. (Boys and Girls)	4%	
cross country, M.S. Asst. Coach (25 or more)	3%	***
Football, Varsity Head Coach	11%	
Football, Varsity Ass't (Maximum of 2)	8%	
Football, J.V. Head Coach	8%	
Football, J.V. Ass't. Coach	7%	
Football, Freshman Head Coach	7%	
Football, Freshman Ass't. Coach	7%	
Golf (Boys or Girls)	8%	
Golf, Ass't. Coach (25 or more)	5%	***
Jazz Dance Club	7%	
Soccer, Varsity (Boys or Girls)	8%	
Soccer, J.V. Coach (Boys or Girls)	6%	
Softball, Varsity	8%	
Softball, J.V.	6%	
Softball, Freshman	5%	
Tennis, VARSITY (Boys or Girls)	8%	
Tennis, J.V. Coach (Boys OR Girls)	6%	
Track, Varsity (Boys or Girls)	8%	
Track, Ass't. Coach (Boys or Girls) (25 or more)	6%	***
Track, M.S. Head Coach	6%	
Track, M.S. Ass't. Coach #1 (25 or over)	4%	***
Track, M.S. Ass't. Coach #2 (50 or over)	4%	***
Volleyball, Varsity	8%	
Volleyball, J.V.	6%	
Volleyball, Freshman	6%	
Volleyball, 7 th or 8 th	5%	
Volleyball, 7 th or 8 th Ass't. Coach (25 or more per level)	4%	***
Wrestling, Varsity	11%	
Wrestling, Varsity Ass't.(20 or more)(Maximum of 2)	6%	***
Wrestling, 7 th and 8 th	5%	
Wrestling, 7 th and 8 th Ass't. Coach (20 or more)	4%	***

Administratively Assigned Time:

1 st Year in Activity	\$11.00**
2 nd Year in Activity	\$12.00**
3 rd Year in Activity	\$13.00**

Technology Assigned Time:

1 st Year in Position	\$15.00**
2 nd Year in Position	\$17.50**
3 rd Year in Position	\$20.00**

- * Includes at least fall marching season, state competitions, booster functions, Memorial Day parade, Fourth of July parade, pep band, concerts and necessary rehearsals/practices.
- ** People hired will have a written contract that indicates the total number of hours they will be paid for.
- *** If the Extracurricular Activities Coordinator deems that there is an unusual safety or control risk, an assistant may be added with a lower number of participants for that season.

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification of the parties and shall continue in effect for a three (3) year term of this Agreement until the thirtieth (30th) day of June 30, 2010.

PORTLAND EDUCATION ASSOCIATION

PORTLAND BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

LETTER OF AGREEMENT
BETWEEN THE
PORTLAND PUBLIC SCHOOLS BOARD OF EDUCATION
AND THE
PORTLAND EDUCATION ASSOCIATION/MEA

RE: ARTICLE VI(E)

It is hereby agreed and acknowledged as follows:

1. The parties had agreed during the negotiations of the extension of the 2004-2006 MASTER AGREEMENT, to reduce the number of student instructional days to 177 days and to extend the maximum instructional time under Article VI (B) to adjust for the loss of instructional time attributable to the reduced instructional days (i.e. the minimum assigned hours was increased 10 minutes per day at all levels to assure compliance).
2. The parties recognize that this adjustment was afforded due to a legislative change in the State Aid Act stating that while districts needed to have 1,098 hours of instruction each year, there was no longer the need for scheduling 180 days of instruction.
3. In the event the Legislature reestablishes a minimum number of days at 180 or some other number of days, the above added minutes under Article VI (B) referenced above will be adjusted accordingly to assure continued compliance, subject to the limitations on the days set forth in Articles IV (E) and VI (D) (4).

FOR THE BOARD DATE

FOR THE ASSOCIATION DATE

LETTER OF AGREEMENT
BETWEEN THE
PORTLAND PUBLIC SCHOOLS BOARD OF EDUCATION
AND THE
PORTLAND EDUCATION ASSOCIATION/MEA

RE: 2009-2010 SALARY SCHEDULE

If the MESSA PAK A rates on July 1, 2009 increase by more than 5%, the 1.75% increase will be reduced by 1% to a .75% increase.

FOR THE BOARD DATE

FOR THE ASSOCIATION DATE